CITY OF LAFAYETTE

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

Meeting: February 4, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. January 28, 2020

Documents:

01282020.pdf

NEW BUSINESS

Engineering

a. Permission To Advertise-2019 CDBG Curb, Sidewalk, Drive Approach And Ramp Replacement Project

Documents:

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

b. Change Order #1-2019 Dover Estates Patching & Curb Repair Project

Documents:

Change Order 1-2019 Dover Estates.pdf

c. Certificate Of Completion-Sagamore Parkway Phase 3

Documents:

Certificate of Completion-Sagamore Parkway Phase III.pdf

Lafayette Renew

a. Professional Services Agreement With Greeley And Hansen-CSO Long Term Control Plan Phase II-C

Documents:

Greeley and Hansen-Combined Sewer Overflow Long Term Control Plan Phase II-C.pdf

Parks Department

a. Permission To Advertise-Columbian Park Pond Dredging (Rebid)

Documents:

Notice to Bidders-Columbian Park Pond Dredging (Rebid).pdf

Water Works

a. Contract-Cason Street Water Main Extension Project

Documents:

Contract-Cason Street Water Main Extension.pdf

b. Notice To Proceed-Cason Street Water Main Extension Project

Documents:

Notice to Proceed-Cason Street Water Main Extension.pdf

CLAIMS

a. Claims 02/4/2020

Documents:

Claims 02042020.pdf

MISCELLANEOUS

a. Banner Request-Hunger Hike

Documents:

Banner Request-Hunger Hike.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
January 28, 2020

Regular Session:

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

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

President Henriott called the meeting to order.

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

MINUTES

Mrs. Moulton moved for approval of the minutes from the January 21, 2020 regular meeting. Mrs. Murray seconded. Passed.

NEW BUSINESS

Purchasing

Permission to Advertise-Sodium Hypochlorite, Sodium Bisulfite, Ferric Chloride, Hydrochloric Acid and Buffered Muriatic Acid

Dave Payne, Purchasing Manager, presented to the Board and recommended approval of a Permission to Advertise for the Sodium Hypochlorite, Sodium Bisulfite, Ferric Chloride, Hydrochloric Acid and Buffered Muriatic Acid. The Buffered Muriatic Acid is the Acid Magic brand which will fulfill the requirements for the warranty on the water slides at Columbian Park. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Permission to Participate-Sodium Hypochlorite, Sodium Bisulfite, Ferric Chloride, Hydrochloric Acid and Buffered Muriatic Acid

Mr. Payne presented to the Board and recommended a Permission to Participate with West Lafayette, Indiana for the Sodium Hypochlorite, Sodium Bisulfite, Ferric Chloride, Hydrochloric Acid and Buffered Muriatic Acid Bid with the City of West Lafayette. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Declaration of Worthless Property-Clerk's Office

Mr. Payne presented to the Board and recommended approval of a Declaration of Worthless Property for the Clerk's Office that include a Panasonic Business Cassette Recorder Model#RR-830 Serial Number WN6AA001848R, Onkyo Stereo Cassette Tape Deck Model Number #TA-RW411 Serial Number #4509024396 and a Tascam Cassette Recording Deck Model Number #202MKiii Serial Number #0250288. These items will be donated or recycled. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $2,746,194.55. President Henriott asked if there were any further questions and there were none. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

MISCELLANEOUS

Special Event Request-Yoga on the Bridge

President Henriott presented to the Board and recommended approval of a Special Event Request for Yoga on the Bridge to be held on May 2, June 21, July 12 and August 29, 2020 with the times varying each month on the John T. Myers Bridge. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Special Event Request-Earth Day Celebration and Tree Planting

President Henriott presented to the Board and recommended approval of a Special Event Request for Earth Day Celebration and Tree Planting to be held April 22, 2020 from 8:30am-12:00pm on 7th Street between Kossuth Street and Lingle Terrace. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Taxi Cab Permits

Police Chief, Patrick Flannelly, presented to the Board and recommended approval of two (2) taxi cab permits for Craig Brattain and Kevin Trueblood. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Time: 9:05 a.m.

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

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

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

SECTION 00100

NOTICE TO BIDDERS

Sealed proposals for the construction (including all labor, materials and equipment) of the

2019 CDBG CURB, SIDEWALK, DRIVE APPROACH AND RAMP REPLACEMENT PROJECT

will be received by the City of Lafayette, Indiana, at the office of the City Clerk, City Hall, 20 North Sixth Street, Lafayette, Indiana 47901, until **9:00 a.m.**, on **February 25, 2020** at which time Bids will be publicly opened and read aloud. Any bids received later than the above time will be returned to the Bidder unopened. No oral, telephoned, telegraphed, faxed, or emailed bids or changes to bids will be considered.

The general description of work for which proposals are to be received consists of:
Replace curb, drive approaches, sidewalks and ramps on Longlois Drive from Vinton Street to N. 29th Street; Replace curb, drive approaches, sidewalks and ramp on North side of Vinton Street from N. 29th Street to Prairie Lane and any other miscellaneous work pertaining to the project work area. (See Technical Specifications). The City of Lafayette is seeking to encourage participation by respondents who are MBE/WBE/VBE or Section 3 business enterprises.

Work shall be in accordance with the Bidding Documents, including the Specifications and the Construction Drawings.

Bids shall be properly and completely executed on Form No. 96 (Revised 2013, as prescribed by the Indiana State Board of Accounts), accompanied by the Project Bid Proposal Form. Bidder's financial statement required therein shall reflect conditions not more than four (4) months prior to date of bids. Bids shall be accompanied by an acceptable Cashier's Check or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of not less than five (5) percent of said bid. The deposit is for the purpose of insuring the execution of the contract for which said bid is made.

Bidder's Federal I.D. number must be shown on Page 1 of Form 96 under the "Oath and Affirmation" section.

As required by Federal Law, wage rates on this project shall not be less than the prescribed scale of wages as determined in accordance with the current Federal Wage Decision with modifications included in the bid.

The Contractor to whom work is awarded will be required to furnish a Performance Bond and a Labor & Materials Payment Bond, acceptable by the City of Lafayette, Indiana, in the amount of one hundred (100) percent of the contract price.

No Bidder may withdraw his proposal within a period of ninety (90) days following the date set for receiving bids. The City of Lafayette, Indiana, reserves the right to retain any and all bids for a period of not more than ninety (90) days and said bids shall be and remain valid and in full force and effect during said time. The City of Lafayette, Indiana, further reserves the right to waive informalities and to award the contract to any Bidder or Bidders, all to the advantage of the City of Lafayette, Indiana, or to reject all bids.

Bid Documents for the proposed work are on file in the office of the City Clerk of the City of Lafayette, Indiana. Contact Clerks@lafayette.in.gov or (765)807-1022.

Approved by the Board of Public Works and Safety on the **February 4, 2020.**

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Publish: **February 7, 2020**
February 14, 2020

END OF SECTION

CITY OF LAFAYETTE
Engineering Department

CHANGE ORDER #1

The following change is authorized to the agreement dated, **October 1, 2019** for work performed on the **2019 Dover Estates Patching & Curb Repair Project:**

Description of Change	**Reason for Change**	**Change in Cost (+ / -)**
Item 1: Concrete curb and gutter added.	Change in Scope: Better transition to meet existing and fix drainage issues.	$ 16,794.04 (+)

Contract Amount	$ 267,690.00	
Net Change (Change in Scope 6.27% Increase)	$ 16,794.04	(+)
Revised Contract Amount	$ 284,484.04	

Jeromy Grenard
City of Lafayette, Engineer

Date

Milestone Contractors, L.P.

Date

Approved by the Board of Public Works and Safety on the **4th day of February, 2020.**

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date

AFFIDAVIT

State of Indiana, County of TIPPECANOE, ss:

Dated at LAFAYETTE, Indiana, this 17TH day of JANUARY, 2020.

To The Board of Public Works and Safety of the City of Lafayette, Indiana:

MARK NAGLE, being duly sworn, says that he is DIRECTOR OF ESTIMATING of **Milestone Contractors, LP**, the Contractor with whom a Contract was entered into for **Sagamore Parkway Reconstruction, Phase 3** in the City of Lafayette, Indiana; this person says that the construction of said project has been completed in accordance with and as required by this Contract, and that all outstanding bills for labor, materials, supplies and damage of any character by reason of the construction of said Contract have been paid in full to the best of his knowledge and belief and that if such bills are not paid he will cause them to be paid upon presentation.

MILESTONE CONTRACTORS, LP

By: _____
MARK NAGLE, DIRECTOR OF ESTIMATING

Sworn to before me and subscribed in my presence this 17TH day of JANUARY, 2020.

BETH ANN MILLER
Commission Expires 08-14-2025
NOTARY PUBLIC
NOTARY SEAL
Comm. # 704066
Tippecanoe County
STATE OF INDIANA

_____
Notary Public

BETH ANN MILLER
(Type or Print Name)

My Commission Expires: AUGUST 14, 2025

County of Residence: TIPPECANOE

CERTIFICATE OF COMPLETION, FINAL WAIVER OF LIEN AND GUARANTEE

To: Board of Public Works & Safety
City of Lafayette, Indiana

Re: Certificate of Completion

Contract Dated: **February 14, 2017**

Project: **Sagamore Parkway Reconstruction, Phase 3**

STATE OF INDIANA }
}
COUNTY OF TIPPECANOE }

Mark Nagle, **Milestone Contractors, LP.,** first being duly sworn upon his oath, deposes and says that he is as an officer of said corporation and for and on behalf of the same and that he has full knowledge of the facts contained.

Affiant further says that the undersigned **Milestone Contractors, LP.**, contractors for the construction of:

Sagamore Parkway Reconstruction, Phase 3

Pursuant to the contract dated the 14th of February, 2017, does hereby certify that:

1. All bills for materials, equipment and labor, and all claims for work performed by subcontractors have been fully paid, and

2. They waive and release any and every lien, or claim, or right of lien on said project and premises on account of labor skill machinery, or all, furnished to CITY OF LAFAYETTE by the undersigned for said construction, and

3. They guarantee that all work is executed in strict accordance with the specifications and contract drawings, including any changes or alterations authorized in writing. That should any defect appear within the warranty period, as specified, due to faulty materials or workmanship furnished in the performance of the contract, for which payment is herein acknowledged, the said undersigned will, in accordance with the specifications, repair and remedy said defects without expense to the Owner when notified to do so, and

4. The total and final amount for the work constructed under said contract is **$12,532,947.15**. The warranty period begins as of **January 7, 2020.**

Executed at Lafayette, IN, this **7th** day of **January, 2020**

Contractor: **Milestone Contractors, LP**

By: _____
Mark Nagle

Title: Director of Estimating

STATE OF INDIANA }
}
COUNTY OF TIPPECANOE }

Above Certificate of Completion sworn to and subscribed to before me, a Notary Public, this 17th day of January, 2020.

Attest: _____
Beth Ann Miller Notary Public

BETH ANN MILLER Commission Expires 08-14-2025 NOTARY PUBLIC NOTARY SEAL Comm. # 704066 Tippecanoe County STATE OF INDIANA

My Commission Expires:
August 14, 2025

Recommended for approval and acceptance this 4th day of Feb., ~~2019~~. 2020.

Signed: _____

By: Jeromy Grenard
City of Lafayette, Engineer

Approved by the Board of Public Works and Safety on the _____day of _____, 2020.

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Amy Moulton, member

_____
Cindy Murray, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

CITY OF
LAFAYETTE

January 28, 2020

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

Dear Board Members,

You have before you a Contract with Greeley and Hansen LLC. for Professional Services for the Combined Sewer Overflow Long Term Control Plan (LTCP) Phase II-C. The Scope of this contract will assist in determining the size and scope of the next phase of the City's LTCP. Collection system modeling will be a large portion of this contract so that the City can see the impacts of recently completed projects that will reduce storm water flowing into the combined sewer system.

The Scope of this Contract includes:

- Collection System Hydraulic Modeling
- Model System Update and Recalibration
- High Rate Treatment Data Gathering
- LTCP Alternative Analysis
- CSO LTCP Modifications

Greeley and Hansen will perform the work outlined in this Contract for the not to exceed amount of $192,500. This Contract has been reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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 Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) Phase II-C Pearl River CSO Control Facility, 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. 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.

2. 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.

3. 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 $192,500 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:

Joseph Teusch, PE
Office Director
Greeley and Hansen LLC
7820 Innovation Blvd, Suite 150
Indianapolis, IN 46278-2728

To CITY:

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, PE

Authorized Representative

ATTEST:

Tim Healy, PE

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

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES
between

CITY OF LAFAYETTE

and

GREELEY AND HANSEN LLC

SCOPE OF BASIC ENGINEERING SERVICES

COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN PHASE II-C
PEARL RIVER CSO CONTROL FACILITY

January 2020

The City of Lafayette's (City) approved Combined Sewer Overflow Long Term Control Plan (CSO LTCP) requires a level of control of four (4) CSO overflows per year. To achieve this level of control, the recommended plan was divided into four (4) sub-phases (Phase II-A, II-B, II-C and II-D). As a component of Phase II-C, the City is required to plan, design and construct a CSO Control Facility (currently envisioned as a storage tank) at the Pearl River Lift Station site and later as a component of Phase II-D a High Rate Treatment (HRT) facility in the area near CSO 009 site (adjacent to WWTP).

Preliminary modeling analysis of the collection system determined that it may be possible to combine CSO Storage and high-rate treatment into a single facility, reducing the total capital cost required while maintaining the same level of control.

In order to rightly size the CSO treatment facility, the collection system model needs to be recalibrated. Whether a single tank is constructed at the Pearl River Lift Station or a combined tank and HRT facility, the model needs to be updated to reflect the sewer system as it exists today, as well as quantify the reduction in storm water flowing into the combined system. City investments in green infrastructure along North Street, Brown Street, and sewer separation projects along Main Street and Valley Street will reduce the storm water flowing into the combined sewer system. Quantifying the reduction in storm water into the collection system should reduce the size of the proposed tank at Pearl River Lift Station, and increase the likelihood that a combination tank / HRT facility could meet the required level of control.

SCOPE OF SERVICES

This scope of work includes updating the current collection system model, flow monitoring, flow sampling, recalibration of the City's collection system model, and the use of the recalibrated model to perform an alternative analysis to determine if a combined tank and HRT facility at the Pearl River Lift Station site would be a more cost effective CSO LTCP alternative. This alternative analysis will provide a conceptual level design focusing on preliminary hydraulics, size (footprint), and cost.

As a component of this scope regular meetings will be facilitated with the Indiana Department of Environmental Management (IDEM) to proactively discuss results, such that any result modification to the CSO LTCP will be expected by IDEM, and CSO LTCP modification quickly approved.

COLLECTION SYSTEM HYDRAULIC MODELING

1.1 Flow Monitoring. Temporary flow monitors will be strategically placed in the collection system to measure wet weather flows. This flow data will be used to calibrate the collection system computer model, which is used to predict flows to future CSO Storage Tank and HRT Facility.

1.1.1 Provide services for temporary flow monitoring. It is assumed that up to twenty (20) temporary flow meters will be provided for computer model recalibration. City will be responsible for the costs associated with meter rental, installation and maintenance.

1.1.2 Request quotes from flow monitoring specialty contractors to provide flow monitoring services. Assist the City in evaluation of quotes received and selection of contractor to conduct flow monitoring.

1.1.3 Engage selected flow monitoring specialty contractor to conduct flow monitoring in accordance with the scope of services.

1.1.4 Perform quality control check on flow monitoring data for the flow monitoring period by reviewing for consistency and plotting depth versus flow to compare data to Manning's Equation that governs open channel flow. EPA requires a quality assurance and quality control check of data used for modeling purposes per the Combined Sewer Overflows Guidance for Monitoring and Modeling (EPA 832-B-99-002, January 1999). Provide a summary of the storm events that occurred during the monitoring period (estimated to be up to six storm events). Perform quality control check on rain gauge data for the flow monitoring period. EPA requires a quality assurance and quality control check of data used for modeling purposes per the Combined Sewer Overflows Guidance for Monitoring and Modeling (EPA 832-B-99-002, January 1999).

1.1.5 Provide up to 40 hours of services, as needed, to coordinate and support flow monitoring specialty contractor services described above. It is anticipated that two site visits be performed to confirm flow meter installation locations.

Deliverables associated with this task include two bound copies and one electronic version of flow monitoring report provided by the flow monitoring sub-consultant. A memorandum will be prepared to summarize the storm events during the monitoring period and QA/QC checks performed related to the flow monitoring and rainfall data during the

monitoring period. The memorandum will discuss the quality and quantity of rainfall events and flow data to be used in the Model Calibration Report.

1.2 XPSWMM Model Update. In 2011 the collection system model was updated from version 8.52 (2000) to version 2010, so that the model would continue to be a useful tool in sizing and ultimately proving compliance with the CSO LTCP. Since the model is now 9 years old and this scope of work includes a near full system recalibration it is an appropriate time to transition to the 2019. Update the current XPSWMM collection system model (version 12.0 – 2010) to the 2019 version. Run the typical year using the converted model. Compare typical year overflow volume between current and updated versions of the model. Perform QA/QC verification checks to confirm model update meets accuracy tolerance requirements required for use in future model recalibration.

The deliverables for this task include a memorandum documenting the comparison of the original and updated collection system model. Conduct a meeting with the City to present the draft memorandum. Prepare and distribute meeting materials and notes within five (5) business days of each meeting. Submit final memorandum as electronic PDF along with two paper copies.

1.3 Model Recalibration. Update the XPSWMM collection system model (model) to include the collection system modifications that have occurred since the development of the existing model. Calibrate the updated collection system model to properly size the CSO Storage Tank and HRT Facility, as follows:

1.3.1 Update the model to reflect the following collection system improvements:

a. Greenbush Street Sewer
b. Brown Street Sewer
c. Greenbush CSO Storage Tank
d. North Street Improvements
e. Main Street Improvements
f. Valley Street Improvements
g. Pearl River Sewer Modifications
h. WWTP Capacity Expansion

Run the rainfall from the flow monitoring period through the model and compare flow volume and peak flow rate at each flow monitor location between the model output and the meter data. Adjust model parameters to match flow monitoring data and verify adjustments with one storm. Present the model adjustment results to City staff.

1.3.2 Run the typical year rainfall through the model and summarize model calculated overflow volume and peak flow rate at each CSO location.

1.3.3 Prepare a draft Model Calibration Report for the updated, calibrated model.

1.3.4 Run all design storms through the model, update the matrix used to complete Monthly Report of Operations (as required by the City's National Pollutant Discharge Elimination System) and submit updated matrix to the City.

1.3.5 Update CSO Overflow Matrix for DMR Reporting purposes.

Conduct a meeting with the City to present the draft Model Calibration Report. Prepare and distribute meeting materials and notes within five (5) business days of each meeting. Submit final Model Calibration Report as electronic PDF along with two paper copies.

Deliverables associated with this task include an electronic version of the model, including three (3) bound copies and one (1) electronic copy of both draft and final Model Calibration Report and an updated CSO overflow matrix for the purpose of reporting of CSO activity on the CSO MRO. Deliverables also include agenda, meeting materials and meeting notes within five (5) business days of Model Calibration Report meeting.

1.4 HRT Pilot Operating Data Collection and Sampling. The wet weather testing protocol evaluation will include characterization of the HRT facility influent over time. Laboratory analysis of all samples will be handled by the City's laboratory. The samples will be analyzed for the following parameters, however, since $cBOD_5$ testing is demanding in terms of labor, time, and supplies, all samples will be analyzed for COD and possibly 1 of every 4 samples (to be determined by the City) will be analyzed for $cBOD_5$ to establish a COD to $cBOD_5$ relationship. If determined necessary by laboratory staff, some analyses may also be performed by a third party laboratory.

- TSS
- COD
- $cBOD_5$ (See discussion above regarding number of samples)
- NH_4-N
- Total Phosphorus, as necessary
- Ultraviolet Transmittance, UV at frequency of 254 nm
- Turbidity (by AASI supplied on-line turbidity meters)

The parameters above will be tested on all the samples. *E-coli* grab samples will be collected every 2 to 4 hours during the events if there are available personnel onsite when the event is occurring. When collecting E-coli grab samples, the collection times of the influent and effluent samples will be recorded and logged. It is anticipated that four site visits will be performed to assist in the facilitation of sampling.

Deliverables associated with this task will be documentation and analysis of samples test results.

1.5 Long Term Control Plan Alternative Analysis. Utilize the updated and recalibrated collection system model to evaluate modifications to the Long Term Control Plan (LTCP). The objective of the evaluation is to maintain the State Judicial Agreement specified level of control (4 overflows per year in the Typical Year) while decreasing the total cost (capital and Operations and Maintenance) and better integrating the LTCP projects into the City's long term development plans. This analysis will focus on three factors, hydraulic modeling, cost and construction footprint.

1.5.1 Hydraulic Modeling Alternative Analysis. This evaluation will focus on the combination of the storage tank planned for the Pearl River Lift Station site and the High Rate Treatment (HRT) facility planned for the CSO 009 (adjacent to the WWTP) site. If these two facilities were constructed at the Pearl River Lift Station site it would eliminate the need for both the expansion of the Pearl River Lift Station, the large diameter force main from Pearl River to the WWTP, and potentially reduce the total capital cost of both the future tank and HRT facility. The expansion of the WWTP peak treatment capacity will only increase the likelihood of this alternative being more viable.

In addition this optimization will utilize the updated and recalibrated collection system model to evaluate the potential benefit of incorporating Real Time Control (RTC) into the collection system. RTC may be a cost effective means of storing combined sewage in underutilized conveyance sewers. This is specifically of interest along Erie Street where the old Railroad Corridor sewers were recently put into service as part of the Brown St. project. These sewers are large (greater than 72-inch in diameter), long (over 3,000 feet from Greenbush to Union) and have no direct connections, such that basement backups are not possible. By using the full available sewer capacity, it may decrease the size of future tank and result in significant capital cost savings.

There is also an opportunity to manage flow at the intersection of Greenbush St. and Erie St. to dynamically control sewage flowing through the collection system, balancing full use of the storage provided by the Greenbush CSO Tank, potential in-line storage along Erie, while optimizing performance of the other CSO infrastructure (Tunnel, Brown St), such that the size and associated cost of the improvements at the Pearl River Lift Station are minimized.

This analysis will result in a series of combinations of alternatives that comply the with required level of control but vary in composition such that the following analysis focused on cost and construction footprint can be used to determine the optimal alternative.

Deliverables associated with this task include development of up to five (5) alternative combinations of CSO Tank, HRT Facility and Real Time Control that comply with the required level of control. The alternatives will be presented to Lafayette Renew as part of Task 1.5.4. Meeting agenda along with PDF figures detailing the alternatives to be sent electronically five (5) days prior to the meeting and meeting notes distributed within five (5) days of the meeting.

1.5.2 Cost Alternative Analysis. This analysis will develop cost opinions for the major project components (CSO Tank, HRT Facility and RTC). This effort will start with the existing cost estimation equations that were utilized in the formation of the original CSO LTCP and then update those tools to reflect new technology, more recent bid tabs, etc. This will include communication with both vendors and municipalities to obtain recent bid tabs. Understanding how the cost of a CSO Tank, for example, changes as the size increases from two to three to four million gallons will facilitate the selection of the most cost effective alternative developed by the hydraulic modeling analysis.

Since a HRT facility has a more significant operational expense compared to a Real Time Control or CSO Tank facility it is important that a Total Present Worth Cost be considered, one that includes both capital and operations and maintenance cost. Furthermore, processes that are energy intensive, as in pumping of large peak flows associated with HRT, should also be evaluated in terms of the impact on the utilities carbon footprint.

This task will take place concurrently with the flow monitoring and model recalibration such that it is complete prior to the commencing of the hydraulic modeling analysis.

Deliverables associated with this task include the development of "cost curves" that will allow both the capital and O&M cost of various sized alternatives to be calculated quickly and accurately to support the selection of the most optimal alternatives developed in the hydraulic modeling analysis.

1.5.3 CSO Control Facility Footprint

The construction footprint required by different alternatives (combinations of technology) at specific locations will establish boundaries, or constraints for the hydraulic modeling analysis. The Pearl River Lift Station site, for example, could likely accept a 3 million gallon CSO storage tank, but could not accept a 30 million gallon tank. This effort will set limits for the maximum size technology at each potential location and then incorporate those limits into the hydraulic modeling analysis.

This task will take place concurrently with the flow monitoring and model recalibration such that it is complete prior to the commencing of the hydraulic modeling analysis. Up to two (2) site visits to similar CSO Control Facility installations shall be conducted for design and operations and maintenance guidance.

Deliverables associated with this task include documentation of the minimum and maximum size of each CSO technology at each location.

1.5.4 Selected Alternative

Conduct up to two (2) meetings with Lafayette Renew to present the up to five (5) draft alternatives, seek feedback on the alternatives, reduce the number of alternatives to three (3) for the Present Worth comparison, refine the remaining alternatives and then conduct a final meeting to present the refined alternatives and select a final alternative. The final alternative will include recommended sizing, location, capital and O&M cost, general facility arrangement and schedule.

Deliverables associated with this task include development of up to five (5) alternative combinations of CSO Tank, HRT Facility and Real Time Control that comply with the required level of control. The alternatives will be presented to Lafayette Renew over the course of up to two (2) meetings. Meeting agenda along with PDF figures detailing the alternatives to be delivered electronically five (5) days prior to the meeting with meeting notes distributed within five (5) days of the meeting.

The refined alternatives will be presented in a single meeting to Lafayette Renew, meeting agenda along with PDF figures detailing the alternatives to be delivered electronically five (5) days prior to the meeting and meeting notes distributed within five (5) days of the meeting.

The final deliverable under this task will be two printed and one electronic PDF that summarizes the selected alternative include recommended sizing, location, capital and O&M cost, construction footprint and schedule.

1.6 CSO LTCP Modifications. Coordinate and conduct the following meetings between IDEM and the City to address any and all changes to the original CSO LTCP:

1.6.1 Initial Guidance Meeting: In-person meeting at IDEM in January 2020 to seek guidance on current High Rate Treatment governing regulations.

1.6.2 Recalibration Progress Meeting: In-person or conference call at half-way point of model recalibration process to update IDEM on progress.

1.6.3 Revised Alternative Meeting: Greeley and Hansen to present the findings related to the recommended revised alternative based on completion of above tasks. Any questions or concerns put forth by IDEM shall be resolved prior to drafting a submittal requesting CSO LTCP Modification.

Deliverables include preparation and distribution of meeting agendas to be sent electronically five (5) days prior to the meeting and notes distributed within five (5) days of meeting. Other deliverables are incorporation of IDEM comments to Section 8 modifications and the documentation of final changes made to the original CSO LTCP.

EXHIBIT B

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
between
CITY OF LAFAYETTE
and
GREELEY AND HANSEN LLC

Estimated Compensation

COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN PHASE II-C
PEARL RIVER CSO CONTROL FACILITY

	Hours	Hourly Rates	Cost
1. Greeley and Hansen Labor:			
a. Project Director	107	$180	$19,294
b. Project Manager	372	$129	$47,914
c. Engineer / Modeling Specialist	908	$129	$116,950
d. Designer / CAD Tech	52	$119	$6,195
e. Word Processor	16	$74	$1,185
Subtotal	1,455		**$191,538**

2. Subconsultant Costs - None

3. Other Direct Costs (Travel, Mail, etc.)						
a. Local Travel [1]	920	Miles	@	$0.580 / m	$534	
b. Site Visits [2]	800	Miles	@	$0.580 / m	$464	
Subtotal						**$998**

4. Total Compensation (Rounded)	**$192,500**

[1] Based on 8 trips at 115 miles per trip.

[2] Based on 2 trips at 400 miles per trip.

EXHIBIT B

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
between
CITY OF LAFAYETTE
and
GREELEY AND HANSEN LLC

Estimated Level of Effort

COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN PHASE II-C
PEARL RIVER CSO CONTROL FACILITY

Task Description		Estimated Workhours						Estimated Compensation	
		Project Director	Project Manager	Engineer / Modeling Specialist	Designer / CAD Tech	Word Processor	Total Hours		Totals
1.1 COLLECTION SYSTEM HYDRAULIC MODELING									
1.1.1	Flow Monitoring Scope Development	2	4	8	2	0	16	$	2,145
1.1.2	Request for Quotes / Evaluation	1	8	4	0	0	13	$	1,726
1.1.3	Flow Monitoring QA/QC	2	4	100	0	0	106	$	13,756
1.1.5	QA/QC Rainfall Summary	1	4	16	0	0	21	$	2,756
1.1.6	General Assistance	0	16	24	0	0	40	$	5,152
	Subtotal	6	36	152	2	0	196	$	25,535
1.2 XPSWMM MODEL UPDATE									
	Model conversion and update	4	20	100	0	0	124	$	16,177
	Subtotal	4	20	100	0	0	124	$	16,177
1.3 XPSWMM MODEL RECALIBRATION / VERIFICATION									
1.3.1	Model Reconfiguration / Calibration	16	40	200	0	0	256	$	33,797
1.3.2	Run Typical Year Current Conditions Model	0	2	16	0	0	18	$	2,318
1.3.3	Draft and Final Calibration Report	8	24	40	4	8	84	$	10,755
1.3.4	Run Design Storm Current Conditions Model	0	2	16	0	0	18	$	2,318
1.3.5	Update CSO Matrix for DMR Reporting	1	4	24	0	0	29	$	3,787
	Subtotal	25	72	296	4	8	405	$	52,975
1.4 HRT SAMPLING AND DATA COLLECTION									
	Results Analysis and Assistance to Lab Staff	8	48	48	0	0	104	$	13,807
	Subtotal	8	48	48	0	0	104	$	13,807
1.5 LTCP OPTIMIZATION									
1.5.1	Hydraulic Modeling Alternative Analysis	24	48	100	4	0	176	$	23,867
1.5.2	Cost Alternative Analysis	8	48	80	0	4	140	$	18,225
1.5.3	CSO Control Facility Footprint	8	40	60	24	0	132	$	17,182
1.5.4	Selected Alternative	12	40	60	16	4	132	$	17,246
	Subtotal	52	176	300	44	8	580	$	76,520
1.6 CSO LTCP MODIFICATIONS									
1.6.1	Initial Guidance Meeting	4	8	2	0	0	14	$	2,009
1.6.2	Recalibration Progress Meeting	4	4	8	0	0	16	$	2,267
1.6.3	Revised Alternative Meeting	4	8	2	2	0	16	$	2,248
	Subtotal	12	20	12	2	0	46	$	6,524
	Total	107	372	908	52	16	1455	**$**	**191,538**

EXHIBIT C

Milestone Schedule

Combined Sewer Overflow Long Term Control Plan Phase II-C
Pearl River CSO Control Facility

Milestone Description	**Date**
Meeting # 1 – Initial Guidance from IDEM to define HRT requirements	01/22/2020
Manufacturer and Tank Contractor Meetings to understand vision of site	2/10 – 3/27
Installation of Flow Meters	2/15/2020
Meeting # 2 – HRT Overview Discussion with Owner	04/2020
Site Visit # 1 – First HRT / Storage Site Location	04/2020
Meeting # 3 – HRT Compliance Discussion with IDEM	05/2020
Site Visit # 2 – Second HRT / Storage Site Location	05/2020
Site Visit # 3 and 4 – Third and fourth (if needed) HRT / Storage Site Location(s)	06/2020
Presentation of Selected Preliminary Conceptual Design Alternative to IDEM	08/01/2020
Formalize IDEM Approval of LTCP Modification	08/2020

SECTION 00100

NOTICE TO BIDDERS

Sealed proposals for the construction (including all labor, materials and equipment) of the

COLUMBIAN PARK POND DREDGING

will be received by the City of Lafayette, Indiana, at the office of the City Clerk, City Hall, 20 North Sixth Street, Lafayette, Indiana 47901, until **9:00 a.m.**, on **February 25, 2020** at which time Bids will be publicly opened and read aloud. Any bids received later than the above time will be returned to the Bidder unopened. No oral, telephoned, telegraphed, faxed, or emailed bids or changes to bids will be considered.

The general description of work for which proposals are to be received consists of:

Hydraulic suction dredging of the Columbian Park pond to the original hard excavated bottom depths underlying the sediment, and any other miscellaneous work pertaining to the project work area. (See Technical Specifications)

Work shall be in accordance with the Bidding Documents, including the Specifications and the Construction Drawings.

Electronic copies of the Bidding Documents may be obtained on or after February 4, 2020 electronically by email requests made to Joe Mayes – via jmayes@context-design.com. An official set of Contract Documents consists of PDF's all Bid Forms, Specifications, Drawings, and the Project Manual.

Questions regarding the Contract Documents and Plans shall be directed to DJ O'Toole - via email; dotoole@v3co.com. Emails are required to state the project name, company information with primary contact (address, phone, fax, and email).

Bids shall be properly and completely executed on Form No. 96 (Revised 2013, as prescribed by the Indiana State Board of Accounts), accompanied by the Project Bid Proposal Form. Bidder's financial statement required therein shall reflect conditions not more than four (4) months prior to date of bids. Bids shall be accompanied by an acceptable Cashier's Check or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of not less than five (5) percent of said bid. The deposit is for the purpose of insuring the execution of the contract for which said bid is made.

Bidder's Federal I.D. number must be shown on Page 1 of Form 96 under the "Oath and Affirmation" section.

If required by Federal Law, wage rates on this project shall not be less than the prescribed scale of wages as determined in accordance with the current Federal Wage Decision with modifications included in the bid.

The Contractor to whom work is awarded will be required to furnish a Performance Bond and a Labor & Materials Payment Bond, acceptable by the City of Lafayette, Indiana, in the amount of one hundred (100) percent of the contract price.

No Bidder may withdraw his proposal within a period of ninety (90) days following the date set for receiving bids. The City of Lafayette, Indiana, reserves the right to retain any and all bids for a period of not more than ninety (90) days and said bids shall be and remain valid and in full force and effect during said time. The City of Lafayette, Indiana, further reserves the right to waive informalities and to award the contract to any Bidder or Bidders, all to the advantage of the City of Lafayette, Indiana, or to reject all bids.

Bid Documents for the proposed work are on file in the office of the City Clerk of the City of Lafayette, Indiana. Contact Clerks@lafayette.in.gov or (765)807-1022.

Approved by the Board of Public Works and Safety on the **4th day of February, 2020**.

Publish: **February 7, 2020**
February 14, 2020

END OF SECTION

CITY OF
LAFAYETTE

WATER WORKS PLANT

February 4, 2020

Board of Public Works & Safety
20 North Sixth Street
Lafayette, IN 47901

Dear Board Members:

You have before you the Agreement, including Bonds and Insurance, and the Notice to Proceed for Miller Pipeline, LLC for the Cason Street Water Main Extension project in conjunction with the ongoing Murdock Park Booster Station project. This agreement has been reviewed by the City Attorney and I respectfully ask for your approval.

Thank you.

Sincerely,

Kerry J. Smith

Kerry J. Smith, Superintendent
Lafayette Water Works

1020 Canal Road, Lafayette, IN 47904 765-807-1700 Fax 765-807-1701

February 4, 2020

Board of Works and Safety
City of Lafayette, Indiana
20 North 6th Street
Lafayette, IN 47901

Dear Board of Works and Safety Members:

Please find attached the Agreement, Bonds, Insurance, and Notice to Proceed for Miller Pipeline, LLC (Contractor) regarding the Cason Street Water Main Extension project for review and approval by the Board of Public Works and Safety at your meeting on February 4, 2020.

The project consists of new 880 feet of 24-inch and 3,010 feet of 30-inch ductile iron water main from 18th Street to 30th Street which will connect the new booster station and underground storage reservoir to the City's water distribution system. All work will be substantially complete within 270 days and ready for final payment within 290 days.

The Contractor shall complete all water main work, asphalt pavement repair, and restoration along Cason Street between 18th Street and 26th Street during March 21-29, 2020, May 22, 2020 to July 31, 2020, and October 17-25, 2020 to avoid disruption to school operations and school traffic.

Sincerely,

Kerry Smith, Superintendent
Lafayette Water Works

AGREEMENT

THIS AGREEMENT is dated this 4th day of February, 2020, by and between Lafayette Water Works, Lafayette, Indiana ("Owner") and Miller Pipeline, LLC ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

Cason Street Water Main Extension

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Wessler Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

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

3.02 Milestone # 1: Contractor shall complete all water main work, asphalt pavement repair, and restoration along Cason Street between 18th Street and 26th Street during March 21 - 29, 2020, May 25, 2020 to July 31, 2020, and October 17-25, 2020 to avoid disruption to school operations and school traffic.

3.02 The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 290 days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor $1,400.00 for each calendar day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor $1,400.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

One Million Six Hundred Thousand Six Hundred Ninety-Six and 00/100 Dollars
(words)

($1,600,696.00)
(words)

For all Work, at the prices stated in Contractor's Bid.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and Engineer will determinate the actual quantities and classifications of Unit Price Work performed by the Contractor.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

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

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold,

including but not limited to liquidated damages, in accordance with the Contract Documents.

2. The retainage to be withheld will be ten percent (10%) of all work satisfactorily completed until the work is fifty percent (50%) completed, and nothing further after that. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance on a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

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

5.03 Final Payment

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

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information

and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

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

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

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

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of the following:

1. Contractor's Bid
2. Bid Bond
3. Drug Testing Plan Certification
4. Agreement
5. E-Verify Affidavit
6. Indiana Iran Investment Certification
7. Performance Bond
8. Payment Bond
9. General Conditions

10. Supplementary Conditions

11. Specifications as contained in Project Manual dated November 2019

12. Drawings consisting of 20 sheets dated November 2019

13. Addenda

    a. No. 1 dated December 5, 2019

    b. No. 2 dated December 13, 2019

14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed

    b. Change Order(s).

    c. Certificate of Substantial Completion

B. There are no Contract Documents other than those listed above in this Article 7.

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

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

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

8.02 Assignment of Contract

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

8.03 Successors and Assigns

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

8.04 Severability

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

8.05 Contractor's Certifications

A. Contractor certifies that is has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate (3 copies).

This Agreement will be effective on February 4, 2020 (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
LAFAYETTE WATER WORKS	MILLER PIPELINE, LLC
By:	By:
Title: President, Board of Public Works & Safety	Title: President
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:	Attest:
Title:	Title: CFO
Address for giving notices:	Address for giving notices:
20 North Sixth Street	8850 Crawfordsville Road
Lafayette, IN 47901	Indianapolis, IN 46234
	License No.: N/A (Where applicable)

(If Contractor is a corporation or a partnership or a joint venture, attach evidence of authority to sign.)

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

Miller Pipeline, LLC
8850 Crawfordsville Road
Indianapolis, IN 46234

SURETY *(name and address of principal place of business)*:

Travelers Casualty and Surety Company of America
1 Tower Square, 5PB
Hartford, CT 06183

OWNER *(name and address)*: City of Lafayette Water Works
20 North Sixth Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 4, 2020
Amount: $1,600,696.00
Description *(name and location)*: Cason Street Water Main Extension

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: February 4, 2020
Amount: $1,600,696.00
Modifications to this Bond Form: ☑ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Miller Pipeline, LLC *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Kevin Miller
Print Name

President
Title

Attest: _____
Signature

CFO
Title

SURETY

Travelers Casualty and Surety Company of America *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Robin Hubbard-Sherrod
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

    16.1 **Claim:** A written statement by the Claimant including at a minimum:

        1. The name of the Claimant;
        2. The name of the person for whom the labor was done, or materials or equipment furnished;
        3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
        4. A brief description of the labor, materials, or equipment furnished;
        5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
        6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
        7. The total amount of previous payments received by the Claimant; and
        8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnie Perrine** of **Charleston, West Virginia,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons,guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of February , 2020 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

Miller Pipeline, LLC
8850 Crawfordsville Road
Indianapolis, IN 46234

SURETY *(name and address of principal place of business)*:

Travelers Casualty and Surety Company of America
1 Tower Square, 5PB
Hartford, CT 06183

OWNER *(name and address)*:
City of Lafayette Water Works
20 North Sixth Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT
Effective Date of the Agreement: February 4, 2020
Amount: $1,600,696.00
Description *(name and location)*: Cason Street Water Main Extension

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: February 4, 2020
Amount: $1,600,696.00
Modifications to this Bond Form: ☑ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Miller Pipeline, LLC *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Kevin Miller
Print Name

President
Title

Attest: _____
Signature

CFO
Title

SURETY

Travelers Casualty and Surety Company of America *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Robin Hubbard-Sherrod
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnie Perrine** of **Charleston, West Virginia,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons,guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of February , 2020 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2020

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: AXIS Surplus Insurance Company	26620
INSURER C: American Zurich Insurance Company	40142
INSURER D: AIG Specialty Insurance Company	26883
INSURER E:	
INSURER F:	

INSURED
Miller Pipeline, LLC
Miller Pipeline Corporation
8850 Crawfordsville Rd
Indianapolis, IN 462341559

COVERAGES **CERTIFICATE NUMBER:** W15276594 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			GL09242201-07	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP9242202-08	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000 $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0			P-001-000100578-01	04/01/2019	04/01/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9242205-07	04/01/2019	04/01/2020	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPL2672545	04/01/2019	04/01/2021	Each Loss: Policy Aggregate:	$1,000,000 $1,000,000

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

For Division/Location: Indianapolis, IN

Excess Coverage follows form of the Underlying General Liability, Automobile Liability and Employers Liability policies.

Stop Gap Coverage is included under the Workers Compensation policy for the States of Ohio, Washington, Wyoming and

CERTIFICATE HOLDER

Lafayette Water Works
20 North Sixth Street
Lafayette, IN 47901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric J. Hoover

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Miller Pipeline, LLC Miller Pipeline Corporation 8850 Crawfordsville Rd Indianapolis, IN 462341559
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

North Dakota.

Re: CASON STREET WATER MAIN EXTENSION
LAFAYETTE, INDIANA
WESSLER PROJECT NO. 201918.04.002

City of Lafayette, Owner, Engineer, Indiana and Wessler Engineering Inc. are additional insured with respect to the General Liability coverage when required by written contract executed prior to loss.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 19156082 BATCH: 1540656 CERT: W15276594

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9242202-08	04/01/2019	04/01/2020		34937000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9242201-07	04/01/2019	04/01/2020		34937000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2019 Policy No. WC9242205-07 Endorsement No.

Insured Miller Pipeline, LLC Premium $

Insurance Company American Zurich Insurance Company

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
©2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved.

Policy Number:
GLO9242201-07

ENDORSEMENT

Named Insured: Miller Pipeline LLC; Minnesota Limited, LLC

Zurich American Insurance Company
Effective Date: 04/01/2019– 04/01/2020
12:01 A.M., Standard Time

Agent Name: Willis of MN

Agent No.: 34937000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED-AUTOMATIC-OWNERS, LESSEES OR CONTRACTORS

A. SECTION II – WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED BY YOU BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IF:

1. THE WRITTEN CONTRACT OR WRITTEN AGREEMENT SPECIFICALLY REQUIRES THAT YOU PROVIDE THAT THE PERSON OR ORGANIZATION BE NAMED AS AN ADDITIONAL INSURED UNDER THE INSURANCE SERVICES OFFICE (ISO) ISO CG20 10 10/01 EDITION OR THE ISO CG20 37 10/01 EDITION, THEN SUCH PARTY IS AN ADDITIONAL INSURED ONLY TO THE EXTENT THAT "BODILY INJURY" "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISES OUT OF YOUR ONGOING OPERATIONS OR "YOUR WORK", WHICH IS THE SUBJECT OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; OR

2. EXCEPT AT PROVIDED IN 1. ABOVE, IF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRE THAT YOU PROVIDE THAT THE PERSON OR ORGANIZATION BE NAMED AS AN ADDITIONAL INSURED SUCH PARTY IS AN ADDITIONAL INSURED ONLY TO THE EXTENT THAT "BODILY INJURY" "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IS CAUSED, IN WHOLE OR IN PART BY,

A. YOUR ACTS OR OMISSIONS; OR

B. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF,

IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS OR "YOUR WORK" WHICH IS THE SUBJECT OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT;

HOWEVER, THE INSURANCE AFFORDED TO SUCH ADDITIONAL INSURED:

1. ONLY APPLIES TO THE EXTENT PERMITTED BY LAW;

2. WILL NOT BE BROADER THAN THAT WHICH YOU ARE REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE FOR SUCH ADDITIONAL INSURED;

3. ONLY APPLIES IF THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" OCCUR SUBSEQUENT TO YOUR EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; AND

4. DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY "YOUR WORK" AND INCLUDED WITHIN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD" UNLESS THE WRITTEN CONTRACT OR WRITTEN AGREEMENT SPECIFICALLY REQUIRES THAT YOU PROVIDE SUCH COVERAGE. IF THE MINIMUM TIME PERIOD FOR PROVIDING SUCH COVERAGE IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT ENDS PRIOR TO OR DURING THE POLICY PERIOD, SUCH COVERAGE WOULD NOT BE AVAILABLE AFTER THAT MINIMUM TIME PERIOD.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSUREDS, THE FOLLOWING ADDITIONAL EXCLUSION APPLIES:

THIS INSURANCE DOES NOT APPLY TO:

"BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF THE RENDERING OF, OR FAILURE TO RENDER, ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES INCLUDING:

A. THE PREPARING, APPROVING OR FAILING TO PREPARE OR APPROVE MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; OR

B. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

THIS EXCLUSION APPLIES EVEN IF THE CLAIMS AGAINST ANY INSURED ALLEGE NEGLIGENCE OR OTHER WRONGDOING IN THE SUPERVISION, HIRING, EMPLOYMENT, TRAINING OR MONITORING OF OTHERS BY THAT INSURED, IF THE "OCCURRENCE" WHICH CAUSED THE "BODILY INJURY" OR "PROPERTY DAMAGE", OR THE OFFENSE WHICH CAUSED THE "PERSONAL AND ADVERTISING INJURY", INVOLVED THE RENDERING OF OR THE FAILURE TO RENDER ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES.

C. THE FOLLOWING IS ADDED TO PARAGRAPH 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

THE ADDITIONAL INSURED MUST SEE TO IT THAT:

1. WE ARE NOTIFIED AS SOON AS PRACTICABLE OF AN "OCCURRENCE" OR OFFENSE THAT MAY RESULT IN A CLAIM;

2. WE RECEIVE WRITTEN NOTICE OF A CLAIM OR "SUIT" AS SOON AS PRACTICABLE; AND

3. A REQUEST FOR DEFENSE AND INDEMNITY OF THE CLAIM OR "SUIT" WILL PROMPTLY BE BROUGHT AGAINST ANY POLICY ISSUED BY ANOTHER INSURER UNDER WHICH THE ADDITIONAL INSURED MAY BE AN INSURED IN ANY CAPACITY. THIS PROVISION DOES NOT APPLY TO INSURANCE ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED IF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES THAT THIS COVERAGE BE PRIMARY AND NON-CONTRIBUTORY.

D. FOR THE PURPOSES OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT:

1. THE FOLLOWING IS ADDED TO THE OTHER INSURANCE CONDITION OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

PRIMARY AND NONCONTRIBUTORY INSURANCE

THIS INSURANCE IS PRIMARY TO AND WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED PROVIDED THAT:

A. THE ADDITIONAL INSURED IS A NAMED INSURED UNDER SUCH OTHER INSURANCE; AND

B. YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT THIS INSURANCE BE PRIMARY AND NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED.

2. THE FOLLOWING PARAGRAPH IS ADDED TO PARAGRAPH 4.B. OF THE OTHER INSURANCE CONDITION OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

THIS INSURANCE IS EXCESS OVER:

ANY OF THE OTHER INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, AVAILABLE TO AN ADDITIONAL INSURED, IN WHICH THE ADDITIONAL INSURED ON OUR POLICY IS ALSO COVERED AS AN ADDITIONAL INSURED ON ANOTHER POLICY PROVIDING COVERAGE FOR THE SAME "OCCURRENCE", OFFENSE, CLAIM OR "SUIT". THIS PROVISION DOES NOT APPLY TO ANY POLICY IN WHICH THE ADDITIONAL INSURED IS A NAMED INSURED ON SUCH OTHER POLICY AND WHERE OUR POLICY IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE COVERAGE TO THE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

E. THIS ENDORSEMENT DOES NOT APPLY TO AN ADDITIONAL INSURED WHICH HAS BEEN ADDED TO THIS POLICY BY AN ENDORSEMENT SHOWING THE ADDITIONAL INSURED IN A SCHEDULE OF ADDITIONAL INSUREDS, AND WHICH ENDORSEMENT APPLIES SPECIFICALLY TO THAT IDENTIFIED ADDITIONAL INSURED.

F. WITH RESPECT TO THE INSURANCE AFFORDED TO THE ADDITIONAL INSUREDS UNDER THIS ENDORSEMENT, THE FOLLOWING IS ADDED TO SECTION III – LIMITS OF INSURANCE:

THE MOST WE WILL PAY ON BEHALF OF THE ADDITIONAL INSURED IS THE AMOUNT OF INSURANCE:

1. THAT IS THE LEAST AMOUNT MINIMALLY REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REFERENCED IN PARAGRAPH A. OF THIS ENDORSEMENT; OR

2. AVAILABLE UNDER THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS, WHICHEVER IS LESS. IF THE MINIMUM AMOUNT OF INSURANCE REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT FOR GENERAL LIABILITY COVERAGE IS LESS THAN THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS BUT THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES UMBRELLA OR EXCESS COVERAGE, WE WILL INCLUDE THAT REQUIREMENT IN OUR ASSESSMENT OF THE MINIMUM AMOUNT OF INSURANCE. THIS ENDORSEMENT SHALL NOT INCREASE THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Contractor): Miller Pipeline, LLC

By (Written Signature): Kevin Miller

(Printed Name) Kevin Miller

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Marion

Subscribed and sworn to before me this 23rd day of Jauary, 20 20.

My commission expires: 10/19/20 (Signed) Shelley Rardon

Residing in Marion County, State of Indiana

SHELLEY L RARDON
Notary Public - Official Seal
State of Indiana
Commission Number NP0621737
My Commission Expires
Oct. 19, 2026

INDIANA IRAN INVESTMENT CERTIFICATION

I, Kevin Miller, the duly authorized representative of
(name of representative)
Miller Pipeline, LLC, certify under penalty of perjury that
(name of firm)
Miller Pipeline, LLC does not engage in investment activities in
(name of firm)

Iran as defined by I.C. 5-22-16.5.

NAME OF FIRM

By: Kevin Miller

Printed Name: Kevin Miller

Title: President

(for use when Owner is municipality in Indiana)

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	Lafayette Water Works	Owner's Contract No.:	
Contractor:	Miller Pipeline, LLC	Contractor's Project No.:	
Engineer:	Wessler Engineering, Inc.	Engineer's Project No.:	201918.06.002
Project:	Cason Street Water Main Extension	Contract Name:	
		Effective Date of Contract:	February 4, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on February 4, 2020. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 270, and the number of days to achieve readiness for final payment is 290.

Before starting any Work at the Site, Contractor must comply with the following:
Submit material shop drawings for approval
Submit a construction schedule per the Contract Documents

Owner:

Authorized Signature
By: Gary Henriott
Title: President, Board of Public Works and Safety
Date Issued: February 4, 2020

Copy: Engineer

ALLOWANCE OF VOUCHERS

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

_____, 20 _____. _____

Fiscal Officer

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 25 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $3,322,702.95 DATED THIS DAY OF FEBRUARY 4, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 2/4/2020

Payroll/Pension Payroll				
Regions Bank	$	25,827.27		
Regions Bank	$	601,964.91		
Chase Bank	$	1,785,921.13		
Horizon Bank	$	402,630.62		
			$ 2,816,343.93	
Manuals/Wires				
Chase Bank	$	14,112.00		
			$ 14,112.00	
Invoices				
Chase Bank	$	93,907.52		
Chase Bank	$	121,864.05		
Horizon Bank	$	89,069.84		
Horizon Bank	$	68,622.68		
Old National Loeb Bond	$	821.69		
Regions LPD Lease 2019	$	87,878.00		
Old National Park Bond	$	25,234.00		
Old National Water Bond	$	4,849.24		
Total Invoices			$ 492,247.02	
Grand Total				$ 3,322,702.95

CITY OF LAFAYETTE

Board List by Voucher

Board: PR011820 1/17/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
10651	AMER FIDELITY ASSURANCE	98586	INV	1/17/2020	12,860.65	Payroll Run X - Warrant 120619
10651	AMER FIDELITY ASSURANCE	99512	INV	1/17/2020	12,860.65	Payroll Run X - Warrant 122019
10651	AMER FIDELITY ASSURANCE	D100793	INV	1/17/2020	105.97	DEC BILL ADJUSTMENT
			Board Total		**25,827.27**	

CITY OF LAFAYETTE

Board List by Voucher

Board: PR013120 1/31/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
2258	LAFAYETTE NEIGHBORHOOD HOUSING SERVICES INC	101416	INV	1/31/2020	1,040.58	Payroll Run 1 - Warrant 013120
3653	INTERNAL REVENUE SERVICE	101417	INV	1/31/2020	287,861.64	Payroll Run 1 - Warrant 013120
3685	TIPPECANOE COUNTY GOVERNMENT	101419	INV	1/31/2020	368.31	Payroll Run 1 - Warrant 013120
3695	UNITED WAY GREATER LAFAYETTE	101420	INV	1/31/2020	561.38	Payroll Run 1 - Warrant 013120
3705	NATIONWIDE RETIREMENT SOLUTIONS INC	101421	INV	1/31/2020	27,214.54	Payroll Run 1 - Warrant 013120
3715	FOP ARMAN LODGE #49	101422	INV	1/31/2020	1,408.00	Payroll Run 1 - Warrant 013120
7162	IND CHILD SUPPORT BUREAU	101423	INV	1/31/2020	6,331.60	Payroll Run 1 - Warrant 013120
9323	PERF POLICE AND FIRE	101424	INV	1/31/2020	163,538.34	Payroll Run 1 - Warrant 013120
9419	UNITED HEALTH GROUP DBA OPTUM	101425	INV	1/31/2020	63,545.28	Payroll Run 1 - Warrant 013120
14521	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	101426	INV	1/31/2020	18,343.58	Payroll Run 1 - Warrant 013120
3653	INTERNAL REVENUE SERVICE	101459	INV	1/31/2020	31,103.31	Payroll Run 2 - Warrant 013120
3685	TIPPECANOE COUNTY GOVERNMENT	101460	INV	1/31/2020	600.00	Payroll Run 2 - Warrant 013120
3692	LAFAYETTE FIRE FIGHTERS	101461	INV	1/31/2020	48.35	Payroll Run 2 - Warrant 013120
			Board Total		**601,964.91**	

Printed By: pking

2

CITY OF LAFAYETTE

Board List by Voucher

Board: PR013120 1/30/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
579	CITY OF LAFAYETTE GROSS/PT/BEN	GEN PR 013120	INV	1/30/2020	1,451,796.49	GROSS/TAXES/BENEFITS FOR 1/31/20
579	CITY OF LAFAYETTE GROSS/PT/BEN	PEN PR 013120	INV	1/30/2020	334,124.64	PENSION PAYROLL 1/31/20
			Board Total		**1,785,921.13**	

Printed By: pking

CITY OF LAFAYETTE

Board List by Voucher

Board: PR013120 1/30/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
579	CITY OF LAFAYETTE GROSS/PT/BEN	W/S PR 013120	INV	1/30/2020	402,630.62	GROSS/TAXES/BENEFITS FOR 1/31/20
			Board Total		**402,630.62**	

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012520 1/24/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7830	THE BANK OF NEW YORK TRUST CO	FY2020	INV	1/24/2020	14,112.00	2020 GAS & DIESEL USAGE
			Board Total		**14,112.00**	

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8697	DUKE ENERGY INDIANA INC	37403896013 0120	INV	1/27/2020	12.77	ELECTRIC STREET LIGHT
8697	DUKE ENERGY INDIANA INC	49503145030 0120	INV	1/27/2020	1,163.64	1301 SOUTH ST
8697	DUKE ENERGY INDIANA INC	51303189010 0120	INV	1/27/2020	16.59	ELECTRIC
8697	DUKE ENERGY INDIANA INC	69403048011 0120	INV	1/27/2020	1,002.42	260 S 3RD ST
8697	DUKE ENERGY INDIANA INC	06103141018 0120	INV	1/27/2020	353.75	117 S 2ND ST
8697	DUKE ENERGY INDIANA INC	78103141019 0120	INV	1/27/2020	455.30	201 ALABAMA ST
8697	DUKE ENERGY INDIANA INC	96103048025 0120	INV	1/27/2020	1,205.69	18 5TH ST N
8697	DUKE ENERGY INDIANA INC	51703887019 0619	INV	1/27/2020	1,803.30	ELECTRIC TRAFFIC 2
8697	DUKE ENERGY INDIANA INC	19603887010 0120	INV	1/27/2020	32,534.32	ELECTRIC FACILITIES 1
8697	DUKE ENERGY INDIANA INC	69603887018 0120	INV	1/27/2020	11,549.44	ELECTRIC FACILITIES 2
8697	DUKE ENERGY INDIANA INC	90703887014 0120	INV	1/27/2020	3,114.60	ELECTRIC TRAFFIC 1
8697	DUKE ENERGY INDIANA INC	51703887019 0120	INV	1/27/2020	1,878.92	ELECTRIC TRAFFIC 2
8697	DUKE ENERGY INDIANA INC	18603887014 0120	INV	1/27/2020	4,158.73	ELECTRIC FIRE
1890	LAFAYETTE WATER & WASTEWATER	13105500 0120	INV	1/27/2020	89.03	1801 HANNA ST HANNA PARK
1890	LAFAYETTE WATER & WASTEWATER	01010000 0120	INV	1/27/2020	111.20	200 N 2ND ST

Printed By: pking

6

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

1890	LAFAYETTE WATER & WASTEWATER	01004010 0120	INV	1/27/2020	13.95	320 MAIN ST
1890	LAFAYETTE WATER & WASTEWATER	19262500 0120	INV	1/27/2020	125.98	1301 SOUTH ST
3225	TIPMONT R.E.M.C.	5108709 0120	INV	1/27/2020	179.53	ELECTRIC
3225	TIPMONT R.E.M.C.	5108712 0120	INV	1/27/2020	78.09	4380 S 18TH ST H FRAME FOR METER
3225	TIPMONT R.E.M.C.	5108713 0120	INV	1/27/2020	101.67	4200 S 18TH ST H FRAME FOR METER
3225	TIPMONT R.E.M.C.	7188401 0120	INV	1/27/2020	40.29	2347 E 350 S SIGNAL @ WALMART
1450	VECTREN ENERGY DELIVERY	52804093 0120	INV	1/27/2020	157.76	119 N 6TH ST
1450	VECTREN ENERGY DELIVERY	51700934 0120	INV	1/27/2020	96.41	1511 MAIN ST
1450	VECTREN ENERGY DELIVERY	50000030 0120	INV	1/27/2020	882.05	20 N 6TH ST
1450	VECTREN ENERGY DELIVERY	51694868 0120	INV	1/27/2020	55.99	515 COLUMBIA ST
1450	VECTREN ENERGY DELIVERY	51694712 0120	INV	1/27/2020	456.49	111 N 6TH ST
1450	VECTREN ENERGY DELIVERY	54468593 0120	INV	1/27/2020	246.14	200 N 2ND ST
1450	VECTREN ENERGY DELIVERY	51144306 0120	INV	1/27/2020	25.18	2630 ELMWOOD AVE
1450	VECTREN ENERGY DELIVERY	53368174 0120	INV	1/27/2020	435.75	1301 SOUTH ST
1450	VECTREN ENERGY DELIVERY	53359304 0120	INV	1/27/2020	225.83	443 N 4TH ST
1450	VECTREN ENERGY DELIVERY	52250520 0120	INV	1/27/2020	151.42	800 ERIE ST
1450	VECTREN ENERGY DELIVERY	57143551 0120	INV	1/27/2020	161.09	1710 SOUTH ST
1450	VECTREN ENERGY DELIVERY	54482202 0120	INV	1/27/2020	301.84	750 N CREASY LN
1450	VECTREN ENERGY DELIVERY	57053399 0120	INV	1/27/2020	161.28	2561 SCHUYLER AVE
1450	VECTREN ENERGY DELIVERY	50041412 0120	INV	1/27/2020	182.12	2120 S 18TH ST
1450	VECTREN ENERGY DELIVERY	51160663 0120	INV	1/27/2020	118.22	911 VETERANS MEMORIAL PARKWAY S
1450	VECTREN ENERGY DELIVERY	55959165 0120	INV	1/27/2020	94.43	2070 S 500 E

7

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

1450	VECTREN ENERGY DELIVERY	51149496 0120	INV	1/27/2020	194.94	127 S 2ND ST
1450	VECTREN ENERGY DELIVERY	53923366 0120	INV	1/27/2020	1,059.03	260 S 3RD ST
1450	VECTREN ENERGY DELIVERY	52249671 0120	INV	1/27/2020	79.69	2200 N 9TH ST
1450	VECTREN ENERGY DELIVERY	51681077 0120	INV	1/27/2020	255.32	1757 VETERANS MEMORIAL PKWY E
8697	DUKE ENERGY INDIANA INC	30503173057 0120	INV	1/27/2020	71.88	3180 EAGLES WAY DR APT 1654
8697	DUKE ENERGY INDIANA INC	67403173140 0120	INV	1/27/2020	36.00	3184 EAGLES WAY DR APT 1630
8697	DUKE ENERGY INDIANA INC	66203173190 0120	INV	1/27/2020	67.83	3083 PHEASANT RUN DR APT 716
8697	DUKE ENERGY INDIANA INC	38103173130 0120	INV	1/27/2020	27.45	3161 PHEASANT RUN DR APT 504
8697	DUKE ENERGY INDIANA INC	30203173187 0120	INV	1/27/2020	45.36	3163 PHEASANT RUN DR APT 523
8697	DUKE ENERGY INDIANA INC	10403173172 0120	INV	1/27/2020	32.41	3076 PHEASANT RUN DR APT 1104
1890	LAFAYETTE WATER & WASTEWATER	96187160-2020	INV	1/27/2020	1,064.22	20 N 6TH ST ANNUAL FIRE BILLING
1890	LAFAYETTE WATER & WASTEWATER	96101500-2020	INV	1/27/2020	1,064.22	2200 N 9TH ST ANNUAL FIRE BILLING
8697	DUKE ENERGY INDIANA INC	81103923018 0120	INV	1/27/2020	486.08	2200 BRECKENRIDGE LN CROSSER COMPLEX
8697	DUKE ENERGY INDIANA INC	21403147017 0120	INV	1/27/2020	1,316.35	2531 20TH ST N PARKS & REC
8697	DUKE ENERGY INDIANA INC	64303669017 0120	INV	1/27/2020	1,030.61	1915 SCOTT ST N AMER/AUST HOLDING BLDG
8697	DUKE ENERGY INDIANA INC	24503048015 0120	INV	1/27/2020	727.12	2000 MAIN ST AQUATIC CENTER
1450	VECTREN ENERGY DELIVERY	54476876 0120	INV	1/27/2020	126.48	1925 SCOTT ST RPAV
1450	VECTREN ENERGY DELIVERY	51140299 0120	INV	1/27/2020	134.73	2120 N 9TH ST

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

1450	VECTREN ENERGY DELIVERY	50585409 0120	INV	1/27/2020	66.54	2216 N 9TH ST
1450	VECTREN ENERGY DELIVERY	54970984 0120	INV	1/27/2020	44.68	1915 SCOTT ST
1450	VECTREN ENERGY DELIVERY	55026958 0120	INV	1/27/2020	772.26	2351 N 20TH ST
1450	VECTREN ENERGY DELIVERY	57277834 0120	INV	1/27/2020	17.72	601 BECK LN
1450	VECTREN ENERGY DELIVERY	53335584 0120	INV	1/27/2020	51.95	1915 SCOTT ST OFC ZOOADM
1450	VECTREN ENERGY DELIVERY	52811115 0120	INV	1/27/2020	422.24	2000 MAIN ST
1450	VECTREN ENERGY DELIVERY	57054398 0120	INV	1/27/2020	56.87	1915 SCOTT ST
1450	VECTREN ENERGY DELIVERY	54978450 0120	INV	1/27/2020	47.59	1915 1/2 SCOTT ST
1450	VECTREN ENERGY DELIVERY	52202069 0120	INV	1/27/2020	17.00	1915 1/2 SCOTT ST
1450	VECTREN ENERGY DELIVERY	54477017 0120	INV	1/27/2020	262.99	2000 MAIN ST
1450	VECTREN ENERGY DELIVERY	51139791 0120	INV	1/27/2020	255.72	RIVER FRON PARK
1450	VECTREN ENERGY DELIVERY	53913619 0120	INV	1/27/2020	17.00	RIVER FRON PARK
8697	DUKE ENERGY INDIANA INC	98303147012 0120	INV	1/27/2020	16.86	PARKS & REC
8697	DUKE ENERGY INDIANA INC	86603146010 0120	INV	1/27/2020	455.93	1915 SCOTT ST MISC RUSH PAV
8697	DUKE ENERGY INDIANA INC	48603146010 0120	INV	1/27/2020	9.01	2000 MAIN ST
8697	DUKE ENERGY INDIANA INC	02003573012 0120	INV	1/27/2020	1,416.53	300 PARK AVE MISC ZOO
8697	DUKE ENERGY INDIANA INC	54303931018 0120	INV	1/27/2020	130.08	TROP COVE WATERSLIDE - 2000 MAIN ST
8697	DUKE ENERGY INDIANA INC	33103758012 0120	INV	1/27/2020	399.11	1915 SCOTT ST ZOO ED BLDG
8697	DUKE ENERGY INDIANA INC	88503048021 0120	INV	1/27/2020	70.27	601 BECK LN PARKS & REC

9

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

1890	LAFAYETTE WATER & WASTEWATER	96140000-2020	INV	1/27/2020	1,064.22	600 MAIN ST LAFAYETTE THEATER ANNUAL FIRE BILLING
1450	VECTREN ENERGY DELIVERY	55542113 0120	INV	1/27/2020	777.74	600 MAIN ST (LAFAYETTE THEATER)
1450	VECTREN ENERGY DELIVERY	56035321 0120	INV	1/27/2020	48.56	1915 SCOTT ST BLDG PENGUIN
9198	COMCAST CABLE COMMUNICATIONS INC	8529202440781 9760120	INV	1/27/2020	25.81	LPD MONTHLY SERVICE 1/20
10822	EDF INC	100512ES	INV	1/27/2020	15,899.91	NATURAL GAS VARIOUS AREAS
			Board Total		**93,907.52**	

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
1509	JIM'S GARAGE INC	515255	INV	2/4/2020	30.00	TOWING 13-224
8681	CINTAS CORPORATION NO 2	4038954276	INV	2/4/2020	184.53	UNIFORMS FLEET
1700	LAFAYETTE WAREHOUSE INC	02QM0060	INV	2/4/2020	1.82	AUTO PARTS 14-243
1700	LAFAYETTE WAREHOUSE INC	02QM0334	INV	2/4/2020	1.82	AUTO PARTS 18-25
250	B & M ELECTRICAL CO INC	W67907	INV	2/4/2020	1.96	AUTO PARTS FD8
10674	RPM MACHINERY LLC	P21067	INV	2/4/2020	227.75	AUTO PARTS STOCK
2658	MIKE RAISOR FORD INC	5013404	INV	2/4/2020	91.58	AUTO PARTS 2820
10674	RPM MACHINERY LLC	P21068	INV	2/4/2020	660.00	AUTO PARTS 1160
2770	ROWE TRUCK EQUIPMENT INC	280321	INV	2/4/2020	115.90	AUTO PARTS 26114
1700	LAFAYETTE WAREHOUSE INC	02QM0438	INV	2/4/2020	703.50	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM1218	INV	2/4/2020	11.66	AUTO PARTS 1256
2658	MIKE RAISOR FORD INC	5013423	INV	2/4/2020	162.06	AUTO PARTS 2820
2658	MIKE RAISOR FORD INC	5013453	CRM	2/4/2020	-21.62	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02QM1327	INV	2/4/2020	64.99	AUTO PARTS FD72
1700	LAFAYETTE WAREHOUSE INC	02QM1326	INV	2/4/2020	59.22	AUTO PARTS 330
1700	LAFAYETTE WAREHOUSE INC	02QM1325	INV	2/4/2020	132.86	AUTO PARTS 330
10096	POMP'S TIRE SERVICE INC	910104443	INV	2/4/2020	361.00	TIRES STOCK
2658	MIKE RAISOR FORD INC	5013445	INV	2/4/2020	11.32	AUTO PARTS 2820
2658	MIKE RAISOR FORD INC	5013446	INV	2/4/2020	411.58	AUTO PARTS 2820
1509	JIM'S GARAGE INC	515728	INV	2/4/2020	30.00	TOWING 18-18
1780	LAFAYETTE HARDWARE INC	3141556	INV	2/4/2020	231.79	AUTO PARTS STOCK

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

1780	LAFAYETTE HARDWARE INC	3141565	INV	2/4/2020	55.70	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3141566	INV	2/4/2020	14.18	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3141567	INV	2/4/2020	34.83	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM1938	INV	2/4/2020	53.12	AUTO PARTS 330
7977	R.N.O.W. INC	2020-57164	INV	2/4/2020	395.95	AUTO PARTS STOCK
1270	HALEY'S LOCK SAFE & KEY SERVICE INC	107269	INV	2/4/2020	51.50	AUTO PARTS 2500
1700	LAFAYETTE WAREHOUSE INC	02QM3611	CRM	2/4/2020	-32.00	CREDIT
2770	ROWE TRUCK EQUIPMENT INC	280488	INV	2/4/2020	28.83	AUTO PARTS 2183
2658	MIKE RAISOR FORD INC	5013532	INV	2/4/2020	89.39	AUTO PARTS 2500
1700	LAFAYETTE WAREHOUSE INC	02QM3984	INV	2/4/2020	42.79	AUTO PARTS F-28
2053	MACALLISTER MACHINERY CO INC	P2263990	INV	2/4/2020	72.52	AUTO PARTS 2183
7080	NEWTON OIL COMPANY INC	086204	INV	2/4/2020	17,645.30	FUEL
1700	LAFAYETTE WAREHOUSE INC	02QM3931	INV	2/4/2020	132.15	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM4480	CRM	2/4/2020	-11.69	CREDIT
1780	LAFAYETTE HARDWARE INC	3141722	INV	2/4/2020	16.34	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3141760	INV	2/4/2020	11.15	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM4505	INV	2/4/2020	289.46	AUTO PARTS STOCK
1509	JIM'S GARAGE INC	512111	INV	2/4/2020	220.00	TOWING 14130
2770	ROWE TRUCK EQUIPMENT INC	280546	INV	2/4/2020	20.86	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM3957	INV	2/4/2020	18.39	AUTO PARTS 330
1700	LAFAYETTE WAREHOUSE INC	02QM5164	INV	2/4/2020	15.38	AUTO PARTS 11-206

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

10674	RPM MACHINERY LLC	P21111	INV	2/4/2020	470.00	AUTO PARTS 1256
7977	R.N.O.W. INC	2020-57175	INV	2/4/2020	622.99	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	280590	INV	2/4/2020	157.14	AUTO PARTS STOCK
790	DEFOUW CHEVROLET INC	5020807	INV	2/4/2020	187.52	AUTO PARTS F-28
12633	KANTZ'S AUTO & TRAILER SOLUTIONS	0061392	INV	2/4/2020	217.80	INSTALL BRAKE KIT 426
2658	MIKE RAISOR FORD INC	5013613	INV	2/4/2020	367.12	AUTO PARTS 14-244
1700	LAFAYETTE WAREHOUSE INC	02QM5375	INV	2/4/2020	75.28	AUTO PARTS 11-206
1700	LAFAYETTE WAREHOUSE INC	02QM5984	INV	2/4/2020	26.17	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM5985	INV	2/4/2020	17.43	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	280676	INV	2/4/2020	224.82	AUTO PARTS STOCK
10674	RPM MACHINERY LLC	P21128	INV	2/4/2020	862.84	AUTO PARTS 1160
10096	POMP'S TIRE SERVICE INC	910104538	INV	2/4/2020	644.52	TIRES 525
10096	POMP'S TIRE SERVICE INC	910104540	INV	2/4/2020	388.40	TIRES STOCK
375	BEST EQUIPMENT CO INC	SI196568	INV	2/4/2020	195.19	AUTO PARTS 1668
375	BEST EQUIPMENT CO INC	SI196579	INV	2/4/2020	157.27	AUTO PARTS 31156
10096	POMP'S TIRE SERVICE INC	910104624	INV	2/4/2020	11.50	TIRE DISPOSAL 4500 & 2500
10096	POMP'S TIRE SERVICE INC	910104618	INV	2/4/2020	7.50	TIRE DISPOSAL 3500
10674	RPM MACHINERY LLC	W05777	INV	2/4/2020	829.65	AUTO PARTS 1256
2770	ROWE TRUCK EQUIPMENT INC	280734	INV	2/4/2020	56.49	AUTO PARTS 14129
250	B & M ELECTRICAL CO INC	W67988	INV	2/4/2020	38.34	AUTO PARTS 2128
10674	RPM MACHINERY LLC	P21138	CRM	2/4/2020	-350.00	CREDIT

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

10674	RPM MACHINERY LLC	P21137	INV	2/4/2020	360.00	AUTO PARTS
10674	RPM MACHINERY LLC	P21133	CRM	2/4/2020	-360.00	CREDIT
2770	ROWE TRUCK EQUIPMENT INC	280701	INV	2/4/2020	174.90	AUTO PARTS 1891 & 1892
6900	OFFICE DEPOT INC	424252965001	CRM	2/4/2020	-31.19	CREDIT FOR RETURN
6900	OFFICE DEPOT INC	420965907001	INV	2/4/2020	54.85	OFFICE SUPPLIES
8681	CINTAS CORPORATION NO 2	4038954205	INV	2/4/2020	293.99	UNIFORMS/SUPPLIES STREET
8681	CINTAS CORPORATION NO 2	4038954110	INV	2/4/2020	165.04	UNIFORMS/SUPPLIES SANITATION
8681	CINTAS CORPORATION NO 2	4039621124	INV	2/4/2020	293.99	UNIFORMS/SUPPLIES STREET
8681	CINTAS CORPORATION NO 2	4039620928	INV	2/4/2020	165.04	UNIFORMS/SUPPLIES SANITATION
2053	MACALLISTER MACHINERY CO INC	P2274938	INV	2/4/2020	271.19	AUTO PARTS 2183
12028	LOWER GREAT LAKES KENWORTH	LAFIN661830	INV	2/4/2020	90.18	AUTO PARTS 15143
1700	LAFAYETTE WAREHOUSE INC	02QM4019	INV	2/4/2020	372.80	TIRE SUPPLIES
1700	LAFAYETTE WAREHOUSE INC	02QM4020	INV	2/4/2020	27.81	TIRE SUPPLIES
1700	LAFAYETTE WAREHOUSE INC	02QM4021	INV	2/4/2020	103.71	TIRE SUPPLIES
1700	LAFAYETTE WAREHOUSE INC	02QM4022	INV	2/4/2020	105.36	TIRE SUPPLIES
3118	STEVE'S OVERHEAD DOOR CO	174373	INV	2/4/2020	75.00	SERVICE CALL TO #5 FOR DOOR 5-4
8681	CINTAS CORPORATION NO 2	4039614382	INV	2/4/2020	41.66	RUGS FOR TC
7977	R.N.O.W. INC	2020-57181	INV	2/4/2020	207.71	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3141986	INV	2/4/2020	1.01	AUTO PARTS 25108
12633	KANTZ'S AUTO & TRAILER SOLUTIONS	0061399	INV	2/4/2020	117.33	INSTALL NEW WIRING 407T
12633	KANTZ'S AUTO & TRAILER SOLUTIONS	0061398	INV	2/4/2020	290.40	INSTALL TRAILER BRAKE KIT 422

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

15608	RELIABLE TRANSMISSION SERVICE-MIDWEST INC	LEB-2634	INV	2/4/2020	4,981.65	REPAIR TRANSMISSION 14130
2240	MULHAUPT'S INC	0111119-IN	INV	2/4/2020	420.00	2020 ALARM MONITORING FEE PARKING GARAGE ELEVATOR
3203	TIPPECANOE COUNTY COUNCIL ON AGING INC	24	INV	2/4/2020	3,050.04	#1333C MEALS ON WHEELS SVCS OCT-DEC 2019
11233	FAMILY PROMISE OF GREATER LAFAYETTE INC	CDBG 2	INV	2/4/2020	2,625.98	#1330C SHELTER SVCS OCT-DEC 2019
9332	COMMERCIAL RUBBER & EQUIPMENT LLC	43488	INV	2/4/2020	74.16	AUTO PARTS 3500
1784	LAFAYETTE HOUSING AUTHORITY	2019-39	INV	2/4/2020	1,221.09	#1328H ADMIN EXP DEC 2019 - JAN 2020
1784	LAFAYETTE HOUSING AUTHORITY	2019-40	INV	2/4/2020	2,216.09	#1326C ADMIN EXP DEC 2019
1784	LAFAYETTE HOUSING AUTHORITY	TBRA 2018-11	INV	2/4/2020	4,416.51	#1321H RENT ASSIST JAN 2020
190	APPLIED INDUSTRIAL TECHNOLOGIES INC	7017853072	INV	2/4/2020	62.27	AUTO PARTS STOCK
9394	FRED BUTZ ENTERPRISES	12022019	INV	2/4/2020	63.00	MARQUIS FOR MARIANNE ROSE
12300	INDIANA FIRE CHIEFS ASSOCIATION	2020 DUES	INV	2/4/2020	725.00	2020 MEMBER DUES
1419	INDIANA DRUG ENFORCEMENT ASSOCIATION INC	2001-82	INV	2/4/2020	3,025.00	ANNUAL TRAINING CONFERENCE-11 OFFICERS
16079	KASEWARE INC	1078	INV	2/4/2020	18,500.00	ANNUAL SUBSCRITION-FULL USER LICENSE & SOCIALNET
2350	RAY O'HERRON CO INC	2001557-IN	INV	2/4/2020	1,056.10	NEW HIRE UNIFORM-SCHATZER
14528	SCOTT WEALING	LPD#13	INV	2/4/2020	1,250.00	2020 RANGE MEMBERSHIP
13252	THOMPSON WORKS LLC	3279	INV	2/4/2020	8.25	PLAGUE PLATE ENGRAVING
12992	LONNIE WILSON-POLICE	020420	INV	2/4/2020	100.00	PACKTRACK SUBSCRIPTION REIMBURSEMENT
14111	VCA ANIMAL HOSPITALS INC	280356564	INV	2/4/2020	28.91	K9 MEDICAL EXPENSES-ROY

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

15674	CIOX HEALTH LLC	0295273878	INV	2/4/2020	32.70	MEDICAL RECORDS-IU HEALTH
8408	HENRIOTT GROUP INC	467710	INV	2/4/2020	75.00	NOTARY BOND-JESSICA STEPHAN
7981	NEW AQUA LLC	PSI-3971979	INV	2/4/2020	11.95	COM DEV 5 GAL WATER
1925	LAWN AND SHRUB INC	601812	INV	2/4/2020	210.00	SERVICE CALL TO #2
1925	LAWN AND SHRUB INC	604470	INV	2/4/2020	32.00	MATERIALS FOR REPAIR AT #2
5401	RICOH USA INC	5058463324	INV	2/4/2020	55.46	COPIER CHARGES HR
2240	MULHAUPT'S INC	0111013-IN	INV	2/4/2020	732.00	2020 ALARM MONITORING FEE STATION 9 & TC
5339	TRAVELERS	2970B5101-2019SUPP	INV	2/4/2020	38.00	POLICY CHANGE INSURANCE FOR DRONES
2650	RA-COMM INC	243514	INV	2/4/2020	19,992.00	LPD 2020 ANNUAL MAINTENANCE
2650	RA-COMM INC	243295	INV	2/4/2020	13,726.20	FIRE 2020 ANNUAL MAINTENANCE
16078	CENTRALSQUARE TECHNOLOGIES LLC	255140	INV	2/4/2020	12,450.58	POLICE LICENSING/SOFTWARE
9198	COMCAST CABLE COMMUNICATIONS INC	8529202440370 7880220	INV	2/4/2020	17.49	MONTHLY SERVICE 02/20
			Board Total		**121,864.05**	

10

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
1450	VECTREN ENERGY DELIVERY	51155321 1219	INV	1/27/2020	249.64	1700 WABASH AVE
8697	DUKE ENERGY INDIANA INC	90803538017 1219	INV	1/27/2020	1,021.20	ELECTRIC
8697	DUKE ENERGY INDIANA INC	79803137019 0120	INV	1/27/2020	617.44	50 240 S W PLAZA SOUTH TOWER
8697	DUKE ENERGY INDIANA INC	77603139014 0120	INV	1/27/2020	15.35	ELECTRIC
8697	DUKE ENERGY INDIANA INC	87603139028 0120	INV	1/27/2020	487.05	3649 18TH ST S MISC LIFT STATION
8697	DUKE ENERGY INDIANA INC	17903140011 0120	INV	1/27/2020	214.52	201 MECHANIC ST
8697	DUKE ENERGY INDIANA INC	19303141041 0120	INV	1/27/2020	9.01	74 WALNUT ST
8697	DUKE ENERGY INDIANA INC	90703613020 0120	INV	1/27/2020	307.39	305 BECK LN MISC LIFT STATION
8697	DUKE ENERGY INDIANA INC	93203141023 0120	INV	1/27/2020	16.33	315 SYCAMORE ST
8697	DUKE ENERGY INDIANA INC	09803137010 0120	INV	1/27/2020	5,326.94	670 350 S W
8697	DUKE ENERGY INDIANA INC	48603150018 0120	INV	1/27/2020	915.99	512 ORTMAN LN
8697	DUKE ENERGY INDIANA INC	97803642030 0120	INV	1/27/2020	4,340.22	3251 ROSS RD LIFT STATION
8697	DUKE ENERGY INDIANA INC	26703660028 0120	INV	1/27/2020	4,092.42	50 WALNUT ST LIFT STATION
8697	DUKE ENERGY INDIANA INC	27903141013 0120	INV	1/27/2020	96.02	337 CHESHIRE LN
8697	DUKE ENERGY INDIANA INC	72603048033 0120	INV	1/27/2020	332.65	3514 OLD ROMNEY RD MISC PUMP STATION

17

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

8697	DUKE ENERGY INDIANA INC	61303136010 0120	INV	1/27/2020	88.21	ELECTRIC
8697	DUKE ENERGY INDIANA INC	02303136021 0120	INV	1/27/2020	779.98	1700 WABASH AVE
8697	DUKE ENERGY INDIANA INC	37403048012 0120	INV	1/27/2020	34,681.92	1700 WABASH AVE
8697	DUKE ENERGY INDIANA INC	47403048018 0120	INV	1/27/2020	30,156.64	1700 WABASH AVE
8697	DUKE ENERGY INDIANA INC	71303136023 0120	INV	1/27/2020	230.41	1700 WABASH AVE
1450	VECTREN ENERGY DELIVERY	51155321 0120	INV	1/27/2020	337.50	1700 WABASH AVE
1450	VECTREN ENERGY DELIVERY	57220756 0120	INV	1/27/2020	332.80	1020 CANAL RD
1450	VECTREN ENERGY DELIVERY	55032608 0120	INV	1/27/2020	190.74	SCOTT ST
1450	VECTREN ENERGY DELIVERY	52249228 0120	INV	1/27/2020	291.86	1020 CANAL RD
1450	VECTREN ENERGY DELIVERY	57906253 0120	INV	1/27/2020	18.73	305 BECK LN UNIT LFTSTA
1450	VECTREN ENERGY DELIVERY	52259016 0120	INV	1/27/2020	47.79	2ND & MECHANIC ST
1450	VECTREN ENERGY DELIVERY	57279896 0120	INV	1/27/2020	284.34	700 W CO RD 350 PUMP STATION
1450	VECTREN ENERGY DELIVERY	57552839 0120	INV	1/27/2020	18.93	3961 ROME DR
1450	VECTREN ENERGY DELIVERY	58509751 0120	INV	1/27/2020	174.41	3277 ROSS RD UNIT LFTSTA
1450	VECTREN ENERGY DELIVERY	53382764 0120	INV	1/27/2020	47.78	4801 ST RD 26 E
1450	VECTREN ENERGY DELIVERY	55039285 0120	INV	1/27/2020	39.80	RIVERVIEW DR
1450	VECTREN ENERGY DELIVERY	57107337 0120	INV	1/27/2020	2,749.76	1700 WABASH AVE
3225	TIPMONT R.E.M.C.	5108708 0120	INV	1/27/2020	149.75	CARDINAL DR & 500 S WATER DRAINAGE
3225	TIPMONT R.E.M.C.	5108711 0120	INV	1/27/2020	46.30	CORNER INDIGO ST & SAG LIFT STATION

CITY OF LAFAYETTE

Board List by Voucher

Board: BW012720 1/27/2020

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

3225	TIPMONT R.E.M.C.	7544505 0120	INV	1/27/2020	360.02	S 18TH ST & WEA SCHOOL LIFT STATION
			Board Total		**89,069.84**	

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
12004	VANCO PAYMENT SOLUTIONS LLC	10293040	INV	2/4/2020	416.21	CHECK PROCESSING FEES DEC 2019
8681	CINTAS CORPORATION NO 2	4039621006	INV	2/4/2020	68.64	UNIFORMS - RENEW
8681	CINTAS CORPORATION NO 2	4039621332	INV	2/4/2020	270.06	UNIFORMS - RENEW
9024	BRENNTAG MID-SOUTH INC	BMS484132	INV	2/4/2020	4,634.37	FERRIC FOR TREATMENT
1990	ASTBURY WATER TECHNOLOGY INC	221496	INV	2/4/2020	101.00	SAMPLE ANALYSIS - PLANT
1990	ASTBURY WATER TECHNOLOGY INC	221508	INV	2/4/2020	101.00	SAMPLE ANALYSIS - PLANT
8720	CARDINAL COPIER SOLUTIONS	AR24545	INV	2/4/2020	836.33	COPIER CHARGES RENEW
10052	MECHANICAL CALIBRATION SERVICE INC	19779	INV	2/4/2020	200.00	CALIBRATE LAB SCALES
10985	JCI JONES CHEMICALS INC	810605	INV	2/4/2020	2,595.75	SODIUM HYPO FOR GLICK
6245	ENVIRONMENTAL LABORATORIES INC	20305568	INV	2/4/2020	180.00	LAND RENT/BACTERIA SAMPLING
6245	ENVIRONMENTAL LABORATORIES INC	20305695	INV	2/4/2020	150.00	BACTERIA SAMPLING
8681	CINTAS CORPORATION NO 2	4039621361	INV	2/4/2020	128.17	UNIFORMS WWPL
8546	PURDY MATERIALS INC	128628	INV	2/4/2020	3,769.56	#8 GRAVEL
2240	MULHAUPT'S INC	0111118-IN	INV	2/4/2020	4,092.00	2020 MONITORING FEE WATER AREAS
8038	HANNUM, WAGLE & CLINE ENGINEERING	2018-048-S-0000019	INV	2/4/2020	8,954.59	SERVICE AREA 21
16508	MENTAL HEALTH AMERICA WABASH VALLEY REGION INC	PARCEL3-9TH ST	INV	2/4/2020	4,360.00	PARCEL3-PERMANENT EASEMENT-9TH ST PUMP STATION
9604	SEEDS OF HOPE COMMUNITY MINISTRIES INC	PARCEL6-9THST PS	INV	2/4/2020	15,750.00	PARCEL6-PERMANENT EASEMENT-9TH ST PUMP STATION

Printed By: pking

20

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

16503	CARBIN DEVELOPMENT LLC	PARCEL4-9THST PS	INV	2/4/2020	22,015.00	PARCEL4-PERMANENT EASEMENT-9TH ST PUMP STATION
			Board Total		**68,622.68**	

Board List by Voucher

Board: BW012720 1/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8697	DUKE ENERGY INDIANA INC	94303163144 1219	INV	1/27/2020	821.69	2327 WALLACE AVE TEMP SERVICE FOR LOEB
			Board Total		**821.69**	

Printed By: pking

22

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

Cash Account / Bank: 101018 - Cash-Regions LPD Lease

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
2658	MIKE RAISOR FORD INC	T00364	INV	2/4/2020	31,776.00	20-10 2020 FORD EXPLORER VIN A55426
2658	MIKE RAISOR FORD INC	T00331	INV	2/4/2020	29,651.00	20-8 2020 FORD EXPLORER VIN A96956
2658	MIKE RAISOR FORD INC	T00332	INV	2/4/2020	26,451.00	20-9 2020 FORD EXPLORER VIN A96957
			Board Total		**87,878.00**	

Printed By: pking

23

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
2240	MULHAUPT'S INC	720587	INV	2/4/2020	18,780.00	TROP COVE NEW PUMP HOUSE SECURITY
3573	WINTEK CORPORATION	166389	INV	2/4/2020	2,500.00	FIBER INSTALLATION-PENGUIN EXHIBIT
12479	KEYSTONE ARCHITECTURE INC	23165	INV	2/4/2020	1,420.50	COLUMBIAN PARK CAROUSEL DESIGN
7558	KETTELHUT CONSTRUCTION INC	6717-02	INV	2/4/2020	2,533.50	MEMORIAL ISLAND PHASE3 PROJECT MANAGEMENT SERVICES
			Board Total		**25,234.00**	

Printed By: pking

24

CITY OF LAFAYETTE

Board List by Voucher

Board: BW020420 2/4/2020

Cash Account / Bank: 101505 - ONB Water Bond 2018

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8038	HANNUM, WAGLE & CLINE ENGINEERING	2018-159-S-0000017	INV	2/4/2020	4,849.24	VINTON WATER MAIN REPLACEMENT
			Board Total		**4,849.24**	

Printed By: pking

25

CITY OF
LAFAYETTE

Columbia Street Banner Application

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

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

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

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

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

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

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

Name: Joshua Prokopy

Organization: Hunger Hike 2020

Dates of Request: September 8, 2020 - September 22, 2020

Address: 420 N. 4th st., Lafayette, IN 47901

Phone: 765-423-2691 Email: jprokopy@lumserve.org

*No political banner will be accepted.

Hunger Hike

January 16, 2020

Mindy Miller
Board of Public Works & Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901-1408

Dear Ms. Miller,

On behalf of the sponsoring organizations, I would like to request the use of Banner Space on Columbia Street for Hunger Hike 2019 from Tuesday, September 8 through Tuesday, September 22, 2020.

Please put this on the meeting agenda of the Board of Works and Safety for their review and approval.

Please let me know if you need additional information. Thank you.

Sincerely,

Josh Prokopy
Director
Hunger Hike 2020

cc: Joe Micon, Executive Director, Lafayette Urban Ministry

ENCLOSURES:
Certificate of Insurance
Columbia Street Banner Application

Hunger Hike
420 N 4th Street
Lafayette, IN 47901
(765) 423-2691
hungerhike@lumserve.org

Sponsoring Organizations:
Lafayette Urban Ministry
420 N 4th Street
Lafayette, IN 47901
(765) 423-2691
www.lumserve.org

Food Finders Food Bank
1204 Greenbush Street
Lafayette, IN 47904
(765) 471-0062
www.food-finders.org

St. Thomas Aquinas Center
535 W State Street
West Lafayette, IN 47906
(765) 743-4652
www.sttoms-purdue.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2020

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

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

PRODUCER	CONTACT NAME: Aspen Klaus	
Underwood Agency 3990 State Road 38 E STE 5A Lafayette IN 47905	PHONE (A/C, No, Ext): (765) 742-7320	FAX (A/C, No):
	E-MAIL ADDRESS: aklaus@underwoodagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Ins	15350
INSURED Lafayette Urban Ministry, Inc 420 N 4th St Lafayette IN 47901-1112	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			A567172	02/27/2020	02/27/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			A567172	02/27/2020	02/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			A567172	02/27/2020	02/27/2021	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A567195	02/27/2020	02/27/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Columbia Street Banner
September 8 - September 22, 2020

CERTIFICATE HOLDER

City of Lafayette
20 N 6th Street
Lafayette IN 47901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aspen Klaus

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MISCELLANEOUS PAYMENT RECPT#: 1996283
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 01/27/20 TIME: 10:40
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: HUNGER HIKE BANNER

CHARGES:
BANF BANNER INSTALLM 50.00
AMOUNT PAID: 50.00

PAID BY: LUM
PAYMENT METH: CHECK

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00