



**NOTICE OF PUBLIC MEETING
OF THE
LAFAYETTE REDEVELOPMENT COMMISSION
September 24, 2020
11:00 am**

City of Lafayette YouTube channel <https://www.youtube.com/user/CityofLafayetteIN/live>

Welcome And Call To Order

Approve Minutes

Approve Minutes Of The August 27, 2020 Meeting

Documents:

[AUGUST 27 2020 MINUTES.PDF](#)

New Business

American Structurepoint- Construction Inspection Contract: Park East Blvd, South Extension

Documents:

[AMERICAN STRUCTUREPOINT CONSTRUCTION INSP PARK EAST BLVD S EXT.PDF](#)

IWM Consulting Group-Environmental Services Proposal: Police Station Property Redevelopment Project 625-639 Columbia Street & 10 N 7th Street

Documents:

[IWM CONSULTING GROUP GEOTECHNICAL WASTE DISPOSAL PROPOSAL SEPT 2020.PDF](#)

HWC Engineering-Lafayette Main Street Streetscape Phase III Change Order #2

Documents:

[HWC-RIETH RILEY CHANGE ORDER 2.PDF](#)

Resolution No. LRC-2020-12: Amending Declaratory Resolution Of The Lafayette Redevelopment Commission Amending The Consolidated Plan For The Consolidated Creasy/Central Economic Development Area

Documents:

[LRC RESOLUTION 2020-12 POLICE STATION BONDS DECLARATORY RESOLUTION.PDF](#)

Introduce: Resolution No. LRC-2020-13: Approving And Authorizing The Execution Of A Lease With The City Of Lafayette Redevelopment Authority And Approving A Lease Between The City Of Lafayette Redevelopment Authority And The City Of Lafayette

Documents:

[LRC RESOLUTION 2020-13 RESOLUTION APPROVING FINANCING LEASE.PDF](#)

Director's Report

Claims

Approve September 2020 Claims

Documents:

[SEPTEMBER CLAIMS.PDF](#)

Public Comment

In accordance with Governor Holcomb's Executive Order 20-09 regarding the COVID-19 public health emergency, Redevelopment Commission meetings are being held as videoconference or teleconference meetings. Public comment from citizens who wish to address items on the agenda will be accepted via email to web-ed@lafayette.in.gov no less than one (1) hour in advance of the scheduled start time of the meeting. Such materials will be distributed to the members of the Commission. Virtual options for public attendance and participation will be noted on the agenda found at <http://lafayette.in.gov/agendacenter>.

Adjournment



**MINUTES OF THE
LAFAYETTE REDEVELOPMENT COMMISSION MEETING
August 27, 2020
11:00 am**

Due to the COVID-19 pandemic, Governor Holcomb, ordered shelter-in-place orders beginning Tuesday, March 24. All government offices were closed to in-person public activity until further notice. All non-essential City employees are working remotely whenever possible and are continuing to provide core functions online and by phone. All necessary meetings are being conducted observing safe practices, including conference calls and online streaming (<https://www.youtube.com/user/CityofLafayetteIN/live>).

Attendance via online GoToMeeting

Commissioners: Shelly Henriott, Jos Holman, Don Teder, Jim Terry
Absent: T.J. Thieme

Ex-Officio Members: Josh Loggins
Absent: Dave Moulton

Staff: Dennis Carson, Economic Development Director; John Collier, Assistant Economic Development Director; Jacque Chosnek, Deputy City Attorney; Cindy Murray, City Clerk; Jeromy Grenard, City Engineer; Dave Griffee, Engineering; Jeremy Diehl, Deputy City Controller; Patty Payne, Communications & Marketing; David Huhnke, Communications & Marketing Directory; Tony Roswarski, Mayor

Guests: Deb Kunce, Core Planning Strategies; Jon Munn, TBIRD Design Services; Jeff Rider, Triple R LLC; Brenda Pusey, Triple R LLC; Michael Hammond, Patriot Engineering; Brad Gentry, IWM Consulting Group

Welcome and Call to Order

Jos Holman welcomed everyone to the Redevelopment Commission meeting, noted that a quorum was present and opened the meeting of the Lafayette Redevelopment Commission at 11:02 a.m. In accordance with Governor Holcomb's requirements for online public meetings during the COVID-19 situation, all motions will be passed by roll call vote.

Approval of the Minutes

Shelly Henriott moved to approve the July 23, 2020 minutes. Jim Terry seconded and the motion passed unanimously by roll call vote.

New Business

Resolution LRC #2020-11: A Resolution Ratifying and Approving the Sale and Development Agreement for the S. 8th Street Redevelopment Project –Triple R LLC (Jeff Rider) submitted a proposal for a \$12M development that meets the standards and expectations the City has set over the years. The proposal is a mix of uses that include office/commercial, attached and detached housing both rental and owner occupied with the market aimed at empty-nesters and professionals who wish to live in the downtown area. Some of the site designs will be historic in style and others primarily contemporary but all compatible with the neighborhood and its historic vernacular. The site plan uses the traditional grid style layout of the existing street pattern with rear access for cars and trash pickup. Jeff and his partners have a proven track record and reputation in both new construction and historic renovation/restoration. Jeff owns properties on the west side of S 8th St. including the property at the corner of S 8th and South Streets. He restored these properties to their original historic character as mid- to high-end rentals which have been very successful. He has also restored other properties in the near downtown and Centennial Neighborhood among others. The Mayor spoke in

support of the proposal, saying that it is a good use of Railroad Relocation property and that the City has done storm water and other utility and enhancement projects in this area to make the area desirable for development. The partnership with Jeff, where the City conveys the property for the sum of \$1,000 with certain stipulations as outlined in the Sales and Development Agreement and this resolution, chief among those rezoning the area as a Planned Development (PD), will give the City continuing input as the project develops. The goal is to break ground with the first structure by August 2021. Don Teder moved to approve. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

TBIRD Design Services/Milestone Contractors - Change Order #3-Streetscape Phase VI-Undercut on 3rd Street – Jon Munn of TBIRD Design Services presented this Change Order that consists of the following: Signal poles to be painted in place rather than removed (no change in price) and additional excavation and stone backfill on S. 3rd Street for proper compaction as determined by testing conducted by Patriot Engineering. This will necessitate an additional cost of \$9,180.00, bringing the total contract with Milestone Contractors to \$1,262,470.40. Jim Terry moved to approve. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

IWM Consulting Group - Limited Phase II Environmental Site Assessment (ESA) – IWM Consulting Group representative, Brad Gentry, explained the need for the assessment of properties located at 625-639 Columbia and 10 N 7th Street which will include testing and exploration to determine the presence of underground storage tanks (UST), asbestos, lead based paint and other potential contaminants and provide a plan for remediation, if warranted. The cost of services is not to exceed \$15,245. Jim Terry moved to approve. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

Patriot Engineering - Proposal for Geotechnical Engineering Investigation-Municipal Building – This contract, presented by Michael Hammond of Patriot Engineering, is part of the City's due diligence for site investigation for the Police Station/Parking Garage project. This geotechnical engineering investigation will provide soil and groundwater conditions prior to construction. Cost of service is not to exceed \$34,650. Shelly Henriott moved to approve. Jim Terry seconded and the motion passed unanimously by roll call vote.

Director's Report

All projects continue moving forward, including the two streetscape projects.

The Fresh Air Eats initiative was introduced. It involves closing portions of downtown streets on the weekends through October 4, to provide the restaurants space for outside dining and to serve more customers during the COVID-19 situation. All City departments are coming together to help where needed.

Claims

Jim Terry moved to approve the August 2020 claims in the amount of One million, seven hundred forty-four thousand, three hundred sixty-six dollars and eighteen cents (\$1,744,366.18). Don Teder seconded and the motion passed unanimously by roll call vote.

Public Comment

Jos Holman asked for any comments from the public. There were no comments received from the public on the web-ed@lafayette.in.gov email account prior to the meeting.

Adjournment

Shelly Henriott moved to adjourn the meeting. Don Teder seconded and the meeting of the Lafayette Redevelopment Commission was adjourned at 11:37am.

Respectfully submitted
Michelle Conwell, Recording Secretary

Approved,

T.J. Thieme, Secretary
Lafayette Redevelopment Commission

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between City of Lafayette, Indiana, acting by and through the Redevelopment Commission (“LOCAL PUBLIC AGENCY” or “LPA”), and American Structurepoint, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700405, Contract R-40125

Project Description: Park East Boulevard Extension

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be January 1, 2022. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 279,688.20.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Jeromy L. Grenard, PE, PTOE
City Engineer/Public Works Director
City of Lafayette
20 North 6th Street
Lafayette, Indiana 47901

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Jeremy L. Grenard, PE, PTOE
City Engineer/Public Works Director
City of Lafayette
20 North 6th Street
Lafayette, Indiana 47901

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining

to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

American Structurepoint, Inc.



Cash E. Canfield, Executive Vice
President

LOCAL PUBLIC AGENCY

Lafayette, Indiana
Redevelopment Commission

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder, Commissioner

Shelly Henriott, Commissioner

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and INDOT, and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LPA Project Coordinator and INDOT Area Engineer.

B. DESCRIPTION OF SERVICES

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LPA and INDOT by the Resident Project Representative.

Serve as the LPA's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **SHOP DRAWINGS**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA's DESIGN ENGINEER for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and inform the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents
10. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
 - c. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT
 - d. Verify required testing has been accomplished
11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.

12. **RECORDS**
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LPA
 - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA
13. **REPORTS:** Furnish to INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LPA.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter to proceed is received from the LPA. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 43 weeks of construction inspection activities.

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed **\$279,688.20** unless approved in writing by the LPA.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year					
	7/1/20-6/30/21		7/1/21-6/30/22		7/1/22-6/30/23	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Manager	\$214.67	N/A	\$218.97	N/A	\$223.36	N/A
Project Engineer	\$131.95	N/A	\$134.60	N/A	\$137.29	N/A
Resident Project Representative	\$124.84	\$144.02	\$127.33	\$146.90	\$129.87	\$149.83
Inspector	\$89.10	\$102.79	\$90.89	\$104.86	\$92.72	\$106.97
Intern	\$52.49	\$60.56	\$53.53	\$61.76	\$54.61	\$63.00

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement therefore.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LPA of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the

CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary; overtime premium may be paid on this project according to the overtime rates in the table under paragraph 2 of this Appendix "D" for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

EXHIBIT "A"

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Lafayette, Indiana

DESCRIPTION: Park East Blvd Extension - New Road between Haggerty Lane and SR 38
Contract No. R-40125; Des. No. 1700405

LETTING: January 13, 2021 Anticipated

NOTICE TO PROCEED: March 1, 2021 Anticipated

SUBSTANTIAL COMPLETION DATE: November 20, 2021 Anticipated

COMPLETION DATE: June 30, 2022 Anticipated For NOT

PRECONSTRUCTION ACTIVITIES:	2/21/2021	to	2/27/2021	=	1.00 weeks
CONSTRUCTION ACTIVITIES	4/5/2021	to	11/21/2021	=	33.00 weeks
SPRING WORK FOR NOT	5/1/2022		5/21/2022	=	3.00 weeks
POST-CONSTRUCTION ACTIVITIES:	11/22/2021	to	1/2/2022	=	<u>6.00 weeks</u>
					43.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

PROJECT MANAGER:

Regular time:	43.00 weeks	@	2 hours/week	=	86 hours
PROJECT MANAGER TOTAL HOURS				=	86 hours

RESIDENT PROJECT REPRESENTATIVE

Preconstruction Activities:

Regular Time:	1.00 weeks	@	40 hours/week	=	40 hours
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Construction Activities:

Regular Time:	36.00 weeks	@	40 hours/week	=	1,440 hours
Overtime (assume 10%)	1,440	@	10%	=	144 hours

Post-Construction Activities:

Regular Time:	6.00 weeks	@	40 hours/week	=	240 hours
RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS				=	1,720 hours
RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS				=	144 hours

INSPECTOR(S):

Construction Activities: (assume 0.15 inspector(s) needed):

Regular Time:	5.00 weeks	@	40 hours/week	=	200 hours
Overtime (assume 10%)	200	@	10%	=	20 hours

Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time:	6.00 weeks	@	- hours/week	=	- hours
INSPECTOR(S) TOTAL REGULAR HOURS				=	200 hours
INSPECTOR(S) TOTAL OVERTIME HOURS				=	20 hours

EXPENSES

Mileage:					
Project Engineer/Supervisor	43.00 weeks	@	100 miles/week	=	4,300 miles
Inspector(s)	5.00 weeks	@	200 miles/week	=	1,000 miles
TOTAL MILEAGE				=	5,300 miles

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: City of Lafayette, Indiana

DESCRIPTION: Park East Blvd Extension - New Road between Haggerty Lane and SR 38
Contract No. R-40125; Des. No. 1700405

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Manager	\$ 217.68	86	\$ 18,720.48
Resident Project Representative (Regular)	\$ 126.58	1,720	\$ 217,717.60
Resident Project Representative (Overtime)	\$ 146.03	144	\$ 21,028.32
Inspector(s) (Regular)	\$ 90.35	200	\$ 18,070.00
Inspector(s) (Overtime)	\$ 104.24	20	\$ 2,084.80
Mileage	\$ 0.390	5,300	\$ 2,067.00

****Rates are blended for anticipated construction duration

TOTAL INSPECTION FEE	\$	<u>279,688.20</u>
American Structurepoint, Inc. (95%)	\$	265,703.79
Farah & Sons (DBE 5%)	\$	13,984.41

American Structurepoint, Inc.
July 23, 2020

Escalated Billing Rate Calculation

Wage Rates - Escalated	6/1/2020		
	Certified Pay Rates	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23
Annual Increase Avg.		2.00%	2.00%
Classification			
Construction Inspector	27.38	27.93	28.49
Designer	43.27	44.07	44.95
Environmental Specialist	36.92	37.66	38.41
Interns and Co-ops	16.13	16.45	16.78
Landscape Architect	23.25	23.72	24.19
Principal	71.21	72.63	74.08
Project Engineer	40.55	41.36	42.19
Project Manager	65.97	67.39	68.84
Registered Land Surveyor	40.14	40.94	41.76
Researcher	30.50	31.11	31.73
Resident Project Representative	38.36	39.13	39.91
Senior Designer	52.25	53.30	54.37
Senior Engineer	49.92	50.00	51.00
Senior Environmental Specialist	53.15	54.21	55.29
Senior Planner	41.00	41.82	42.66
Senior Registered Land Surveyor	51.28	52.31	53.36
Senior Survey Crew Chief	39.71	39.48	40.27
Senior Technician	37.47	38.22	38.98
Staff Engineer	28.78	29.36	29.95
Staff Planner	21.00	21.42	21.85
Staff Scientist	24.29	24.78	25.28
Staff Surveyor	29.57	30.16	30.76
Survey Crew Chief	27.46	28.01	28.57
Survey Crew Member	19.11	19.49	19.88
Technician	22.73	23.18	23.64
Provisional Audited			
Overhead Rate:	182.34%	182.34%	182.34%
Overhead Amount			
Construction Inspector	49.92	50.93	51.95
Designer	78.79	80.36	81.96
Environmental Specialist	67.32	68.67	70.04
Interns and Co-ops	29.41	29.99	30.60
Landscape Architect	42.39	43.25	44.11
Principal	129.84	132.43	135.08
Project Engineer	73.94	75.42	76.93
Project Manager	120.29	122.70	125.16
Registered Land Surveyor	73.19	74.85	76.15
Researcher	55.61	56.73	57.86
Resident Project Representative	69.95	71.35	72.77
Senior Designer	95.27	97.19	99.14
Senior Engineer	89.38	91.17	92.99
Senior Environmental Specialist	96.91	98.85	100.82
Senior Planner	74.76	76.25	77.79
Senior Registered Land Surveyor	93.50	95.38	97.30
Senior Survey Crew Chief	70.58	71.99	73.43
Senior Technician	68.32	69.69	71.08
Staff Engineer	62.48	63.54	64.61
Staff Planner	38.29	39.06	39.84
Staff Scientist	44.29	45.18	46.10
Staff Surveyor	53.92	54.99	56.09
Survey Crew Chief	50.07	51.07	52.09
Survey Crew Member	34.85	35.54	36.25
Technician	41.45	42.27	43.11
Profit (Fixed Fee) %	15.00%	15.00%	15.00%
Fixed Fee Amount			
Construction Inspector	11.60	11.83	12.07
Designer	18.30	18.66	19.04
Environmental Specialist	15.64	15.95	16.27
Interns and Co-ops	6.83	6.97	7.11
Landscape Architect	9.85	10.05	10.25
Principal	30.16	30.76	31.37
Project Engineer	17.17	17.52	17.87
Project Manager	27.94	28.50	29.07
Registered Land Surveyor	17.00	17.34	17.69
Researcher	12.92	13.18	13.44
Resident Project Representative	16.25	16.57	16.90
Senior Designer	22.13	22.57	23.03
Senior Engineer	20.76	21.18	21.60
Senior Environmental Specialist	22.51	22.96	23.42
Senior Planner	17.36	17.71	18.07
Senior Registered Land Surveyor	21.72	22.15	22.60
Senior Survey Crew Chief	16.39	16.72	17.06
Senior Technician	15.87	16.19	16.51
Staff Engineer	12.19	12.44	12.68
Staff Planner	8.89	9.07	9.25
Staff Scientist	10.29	10.49	10.71
Staff Surveyor	12.52	12.77	13.03
Survey Crew Chief	11.63	11.86	12.10
Survey Crew Member	8.09	8.25	8.42
Technician	9.63	9.82	10.01
Cost of Money	0.72%	0.72%	0.72%
COM Amount			
Construction Inspector	0.20	0.20	0.21
Designer	0.31	0.32	0.32
Environmental Specialist	0.27	0.27	0.28
Interns and Co-ops	0.12	0.12	0.12
Landscape Architect	0.17	0.17	0.17
Principal	0.51	0.52	0.53
Project Engineer	0.29	0.30	0.30
Project Manager	0.47	0.48	0.49
Registered Land Surveyor	0.29	0.29	0.30
Researcher	0.22	0.22	0.23
Resident Project Representative	0.28	0.28	0.29
Senior Designer	0.38	0.38	0.39
Senior Engineer	0.35	0.36	0.37
Senior Environmental Specialist	0.38	0.39	0.40
Senior Planner	0.30	0.30	0.31
Senior Registered Land Surveyor	0.37	0.38	0.38
Senior Survey Crew Chief	0.28	0.28	0.29
Senior Technician	0.27	0.28	0.28
Staff Engineer	0.21	0.21	0.22
Staff Planner	0.15	0.15	0.16
Staff Scientist	0.17	0.18	0.18
Staff Surveyor	0.21	0.22	0.22
Survey Crew Chief	0.20	0.20	0.21
Survey Crew Member	0.14	0.14	0.14
Technician	0.16	0.17	0.17
Escalated Billing Rate			
Construction Inspector	89.10	90.89	92.72
Designer	140.61	143.41	146.27
Environmental Specialist	120.15	122.56	125.00
Interns and Co-ops	62.49	63.53	64.61
Landscape Architect	75.66	77.19	78.72
Principal	231.72	236.34	241.06
Project Engineer	131.95	134.60	137.29
Project Manager	214.67	218.97	223.36
Registered Land Surveyor	130.62	133.22	135.90
Researcher	92.25	101.24	103.26
Resident Project Representative	124.84	127.53	129.87
Senior Designer	170.03	173.44	176.93
Senior Engineer	159.51	162.71	165.96
Senior Environmental Specialist	172.95	176.41	179.93
Senior Planner	133.42	136.08	138.83
Senior Registered Land Surveyor	166.87	170.22	173.64
Senior Survey Crew Chief	125.96	128.47	131.05
Senior Technician	121.93	124.38	126.85
Staff Engineer	93.66	95.55	97.46
Staff Planner	68.33	69.70	71.10
Staff Scientist	79.04	80.63	82.27
Staff Surveyor	96.22	98.14	100.10
Survey Crew Chief	89.36	91.14	92.97
Survey Crew Member	62.19	63.42	64.69
Technician	73.97	75.44	76.93

American Structurepoint, Inc.
July 23, 2020
2019 Year of Indirect Cost Submission
6/1/2020 Certified Payroll

Escalation Percent:	2.00%
Overhead Percent:	182.34%
Profit Percent:	15.00%
Cost of Money Percent:	0.72%

Wage Rates - Escalated			
	7/1/20 thru 6/30/21	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23
Classifications:			
Construction Inspector	89.10	90.89	92.72
Designer	140.61	143.41	146.27
Environmental Specialist	120.15	122.55	125.00
Interns and Co-ops	52.49	53.53	54.61
Landscape Architect	75.66	77.19	78.72
Principal	231.72	236.34	241.06
Project Engineer	131.95	134.60	137.29
Project Manager	214.67	218.97	223.36
Registered Land Surveyor	130.62	133.22	135.90
Researcher	99.25	101.24	103.26
Resident Project Representative	124.84	127.33	129.87
Senior Designer	170.03	173.44	176.93
Senior Engineer	159.51	162.71	165.96
Senior Environmental Specialist	172.95	176.41	179.93
Senior Planner	133.42	136.08	138.83
Senior Registered Land Surveyor	166.87	170.22	173.64
Senior Survey Crew Chief	125.96	128.47	131.05
Senior Technician	121.93	124.38	126.85
Staff Engineer	93.66	95.55	97.46
Staff Planner	68.33	69.70	71.10
Staff Scientist	79.04	80.63	82.27
Staff Surveyor	96.22	98.14	100.10
Survey Crew Chief	89.36	91.14	92.97
Survey Crew Member	62.19	63.42	64.69
Technician	73.97	75.44	76.93

WEIGHTED AVERAGE CALCULATION:				Weighted Average
	% Work by Year			
	30.00%	70.00%	0.00%	100.00%
Construction Inspector	\$ 26.73	\$ 63.62	\$ -	\$ 90.35
Designer	\$ 42.18	\$ 100.39	\$ -	\$ 142.57
Environmental Specialist	\$ 36.05	\$ 85.79	\$ -	\$ 121.84
Interns and Co-ops	\$ 15.75	\$ 37.47	\$ -	\$ 53.22
Landscape Architect	\$ 22.70	\$ 54.03	\$ -	\$ 76.73
Principal	\$ 69.52	\$ 165.44	\$ -	\$ 234.96
Project Engineer	\$ 39.59	\$ 94.22	\$ -	\$ 133.81
Project Manager	\$ 64.40	\$ 153.28	\$ -	\$ 217.68
Registered Land Surveyor	\$ 39.19	\$ 93.25	\$ -	\$ 132.44
Researcher	\$ 29.78	\$ 70.87	\$ -	\$ 100.65
Resident Project Representative	\$ 37.45	\$ 89.13	\$ -	\$ 126.58
Senior Designer	\$ 51.01	\$ 121.41	\$ -	\$ 172.42
Senior Engineer	\$ 47.85	\$ 113.90	\$ -	\$ 161.75
Senior Environmental Specialist	\$ 51.89	\$ 123.49	\$ -	\$ 175.38
Senior Planner	\$ 40.03	\$ 95.26	\$ -	\$ 135.29
Senior Registered Land Surveyor	\$ 50.06	\$ 119.15	\$ -	\$ 169.21
Senior Survey Crew Chief	\$ 37.79	\$ 89.93	\$ -	\$ 127.72
Senior Technician	\$ 36.58	\$ 87.07	\$ -	\$ 123.65
Staff Engineer	\$ 28.10	\$ 66.89	\$ -	\$ 94.99
Staff Planner	\$ 20.50	\$ 48.79	\$ -	\$ 69.29
Staff Scientist	\$ 23.71	\$ 56.44	\$ -	\$ 80.15
Staff Surveyor	\$ 28.87	\$ 68.70	\$ -	\$ 97.57
Survey Crew Chief	\$ 26.81	\$ 63.80	\$ -	\$ 90.61
Survey Crew Member	\$ 18.66	\$ 44.39	\$ -	\$ 63.05
Technician	\$ 22.19	\$ 52.81	\$ -	\$ 75.00



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of Lafayette, Indiana

Des. No.: 1700405, Contract R-40125

Project Description: Park East Boulevard Extension

Consultant Name: American Structurepoint, Inc.

1. Review the contract document:

- a. Verify that the draft contract is consistent with the latest INDOT boilerplate.
- b. Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
- d. Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
- e. Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. Verify Appendix “C” of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. Verify the Appendix “D” compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf

4. Verify the consultant has provided a copy of the lead consultant’s prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
- a. Itemization of task elements with estimated hours by employee classification.
 - b. Cost calculations show the overhead rate and profit rate has been applied.
6. Analyze the Consultant Fee Proposal.
- a. Confirm the task elements are relevant to the scope of work.
 - b. Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
 - c. Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
 - d. Confirm, to the extent possible, major task element and overall cost totals are not excessive.
7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?
- a. Not Applicable
 - b. Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 04, 2020

Prequalification Section
(317) 232-5095

Cash Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification Financial Update Application submitted on 5/22/2020 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/01/2020. This approval supersedes any previous approval for prequalification but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2021. Your General/Technical approval will expire on 08/31/2021.

Your Firm's annual contracting capacity for the CPA Audit Level is \$83,318,486.00 for the fiscal period that ended on 12/31/2019. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jose M. Murillo'.

Jose M. Murillo, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/04/2020

American Structurepoint, Inc.

Valid Work Groups

Effective: 06/01/2020

Expires on: 08/31/2021

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Huebschman, Christopher R
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Huebschman, Christopher R
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Johnson, Paul A
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Del Real, Monica
5.12	Karst Studies	Johnson, Paul A
5.13	ESA Screening and Phase I ESA	Johnson, Paul A



Work Type Code	Work Type Description	Qualifying Person(s)
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Huebschman, Christopher R
10.4	Lighting Design	Huebschman, Christopher R
11.1	Right of Way Plan Development	McGill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Conarroe, Timothy P Machala, David P
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M



Work Type Code	Work Type Description	Qualifying Person(s)
16.1	Utility Coordination	Ross, Jeremy J
17.1	Drainage Design for Driveway Permits	Murphy, Nicholas
17.2	Small Structure and Pipe Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File

An Equal Opportunity Employer



Jose M. Murillo, P.E.
Prequalification Engineer



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 1, 2020

Scott S. Scoville, CFO
American Structurepoint, Inc.
9025 River Road
Suite 200
Indianapolis, IN 46240

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2019 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 182.34%
Facilities Capital Cost of Money (FCCM): 0.72%

Yours truly,

A handwritten signature in cursive script that reads "Penny Royer-Pitcock".

Penny Royer-Pitcock
External Audit



September 11, 2020

Dennis H. Carson, Director
Economic Development Department
City of Lafayette
515 Columbia Street
Lafayette IN 47901

RE: Environmental Services Proposal
Proposed Police Station Property Redevelopment Project
625-639 Columbia Street & 10 North Seventh Street
Lafayette, Tippecanoe County, Indiana

Dear Mr. Carson:

IWM Consulting Group, LLC (IWM Consulting) is pleased to submit this proposal to provide Environmental Consulting Services during the geotechnical drilling portion of the Proposed Police Station Property Redevelopment Project. Representatives of Patriot Engineering will be conducting the geotechnical investigation/drilling but some of the geotechnical borings are being installed in areas that are known or suspected to be impacted with residual petroleum contaminants. Consequently, soil cuttings generated from these borings (10 total) will be segregated and containerized into 20-yard roll-off boxes for subsequent characterization and disposal at a landfill. Patriot Engineering will also be decontaminating their drilling augers between each of the 10 soil borings and will containerize the decontamination water into Patriot Engineering supplied 55-gallon drums.

Proposed Scope of Work

Patriot Engineering will load the soil cuttings into the roll-off boxes and decontamination water into the drums, but they are not responsible for supplying the roll-off boxes, characterizing the soil or decontamination water, or arranging for offsite disposal of the containerized soil cuttings or decontamination water. Consequently, IWM Consulting is proposing to supply two (2) 20-yard roll-off boxes to containerize the soil, characterize the soil and decontamination water, and arrange for offsite disposal of the soil cuttings and decontamination water. The scope of work also includes completing all of the necessary waste profiles in order to dispose of the soil offsite at an appropriate facility.

For estimating purposes, IWM Consulting as assumed the following:

- No more than two (2) 20-yard roll-off boxes are required to containerize the soil cuttings
- No more than 30 total tons of soil cuttings will require offsite disposal at an offsite landfill. The cost to dispose of the soil is \$44.00/ton and the final invoice will be adjusted accordingly once the landfill scale tickets are received back from the landfill.
- A maximum of two (2) composite soil samples are required for waste characterization purposes



- No more than four (4) drums of decontamination water will be generated and a maximum of two (2) water samples will be required for waste characterization purposes; and
- All of the soil cuttings and decontamination water will be characteristically non-hazardous

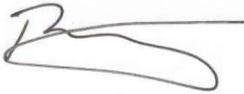
Proposed Cost

IWM Consulting proposes to complete the above described scope of work for a lump sum cost of **\$6,100**. IWM Consulting will not exceed this budget unless prior approval is obtained by the City of Lafayette.

IWM Consulting appreciates the opportunity to provide the City of Lafayette with this proposed scope of work and cost estimate. If the proposal is acceptable to you, please sign at the bottom of this page and forward a copy to IWM Consulting. If you have any questions regarding this transmittal, please contact the undersigned at 317-968-9256.

Sincerely,

IWM CONSULTING GROUP, LLC



Bradley E. Gentry, LPG #2165
Vice President

cc: Katie Robinson & Debra Kunce, Core Planning Strategies, LLC

Client - Printed Name

Client - Proposal Acceptance Signature

Date



CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.
 - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.
8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.
9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.
10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.
11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.
12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.
13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.
14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

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

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

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

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

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

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

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

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

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this ____ day of _____, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder

Shelly Henriott

ATTEST:

Dave Moulton

Josh Loggins



Change Order No.

2

Date of Issuance: 09/15/2020
Owner: City of Lafayette
Engineer: HWC Engineering

Effective Date:
Contractor: Rieth Riley
Project: Lafayette Streetscape Phase III

You are hereby directed to make the following changes to the project scope of work as directed in the contract plans and specifications, reflecting subsequent additions and/or deductions to your contract amount and contract completion date: **Item # 48 Pavers, Sidewalk in lieu of Item # 21 ; Item # 49 Pavers, Vehicular in lieu of Item #22 ; Item # 50 Pavers, Reset in lieu of Item # 23 ; Item # 51 Additional Water Meter Pit ; Item # 52 Sanitary Claim 10th St. ; Item # 53 Main St. Revision Claim ; Item # 54 Electrical Conduit Trench – Item # 27 reduced quantity**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,723,310.70</u>	Original Contract Times: Substantial Completion <u>11/01/2020</u> Final Completion <u>12/01/2020</u> <div style="text-align: right;">days or dates</div>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : \$ <u>23,542.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : Substantial Completion: <u>11/03/2020</u> Final Completion: <u>12/03/2020</u> <div style="text-align: right;">2 days</div>
Contract Price prior to this Change Order: \$ <u>1,746,852.70</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/03/2020</u> Final Completion: <u>12/03/2020</u> <div style="text-align: right;">2 days or dates</div>
[Increase] [Decrease] of this Change Order: \$ <u>888.52</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>3 Days</u> Final Completion: <u>3 Days</u> <div style="text-align: right;">3 days or dates</div>
Contract Price incorporating this Change Order: \$ <u>1,747,741.22</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/06/2020</u> Final Completion: <u>12/06/2020</u> <div style="text-align: right;">5 days or dates</div>



9/15/2020

Lafayette Streetscape Phase III
Change Order #2 Summary

Change Order #2 will incorporate the following changes:

Removal of Items:	# 21 Pavers, Running Bond, Herringbone	- 3153 SFT	(\$63,060.00)
	# 22 Pavers, Vehicular	- 420 SFT	(\$9,240.00)
	# 23 Pavers, Reset	- 26 SYS	(\$4,160.00)
Reduction of Items:	# 27 Electrical Conduit Trench	- 2500 LFT	(\$20,000.00)
Cost Savings :			(\$96,460.00)
Addition of Items:	# 48 Pavers, Sidewalk	3153 SFT	\$56,943.18
	# 49 Pavers, Vehicular	420 SFT	\$8,425.20
	# 50 Pavers, Reset	26 SYS	\$3,705.78
	# 51 Additional Water Meter Pit	1 LSUM	\$12,200.00
	# 52 Sanitary Claim 10 th St.	1 LSUM	\$5,764.36
	# 53 Main St. Revision Claim	1 LSUM	\$1,310.00
	# 54 Electrical Conduit Trench	3000 LFT	\$9,000.00
Total Dollar Value of Changes:			\$97,348.52
			<u>(\$96,460.00)</u>
Total Cost of CO#2			<u>\$888.52</u>

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 24th day of September, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder

Shelly Henriott

ATTEST:

Dave Moulton

Josh Loggins

RIETH-RILEY CONSTRUCTION Co., INC.

100% Quality • 100% Employee Owned • Over 100 Years

July 24, 2020

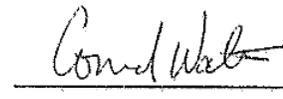
HWC Engineering
Attn: Ian Lesko
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204

Re: Lafayette Streetscape Ph 3 – RFC #13 – Sand Setting Bed for Pavers

The following change is per the revised specification to change from a bituminous setting bed to a 3:1 Sand-Cement setting bed under the pavers. This will change three items.

Existing item #21	Pavers, Sidewalk	new unit price \$18.06 / SF (new item #47)
Existing item #22	Pavers, Vehicular	new unit price \$20.06 / SF (new item #48)
Existing item #23	Pavers, Reset	new unit price \$142.53 / SY (new item #49)

 7/24/20
Accepted By Date

 7/24/20
Conrad Walters Rieth-Riley


Printed Name Title

cc: jobfile 3401032



From: Steve Moore <smoore@lafayette.in.gov>
Sent: Monday, August 3, 2020 12:39 PM
To: Conrad Walters <cwalters@rieth-riley.com>; Ian Lesko <ilesko@hwcengineering.com>
Cc: Mike Rominger <mrominger@rieth-riley.com>; Cory Downs <cdowns@rieth-riley.com>
Subject: RE: Lafayette Streetscape Phase 3 - Julie Ginn meters

**CAUTION: This email originated from outside Rieth-Riley Construction.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello Conrad,

The Water works will make the one inch taps. You are correct it is an 8" cast iron main. THERE IS AN EXISTING METER PIT IN FRONT OF 1005 Main street now that will serve the apartment. The two one inch services will supply water to 1003 and 1001 Main street. The meter pits can be placed in the parkway near the curb in front of the entrances into the building. It is approximately 40' from the main to the pit on both. The \$600.00 tap fee will include the cost of the corp stop, and it is \$600.00 per tap. Our crew will bring the corp stops with them when they make the taps. That fee is typically paid by the property owner, but if an exception has been made for this project I am unaware of it. That would be a better question for Dave Griffey in the Engineering office at City Hall. I am not sure the depth of the main but I suspect that it is 5'. The new services will need to be 5' deep as well. I can draw up something if you need me to.

Thank you.

Steve Moore

From: Conrad Walters <cwalters@rieth-riley.com>
Sent: Monday, August 3, 2020 11:26 AM
To: Steve Moore <smoore@lafayette.in.gov>; Ian Lesko <ilesko@hwcengineering.com>
Cc: Mike Rominger <mrominger@rieth-riley.com>; Cory Downs <cdowns@rieth-riley.com>
Subject: Lafayette Streetscape Phase 3 - Julie Ginn meters

*** External Email *** Sending Account is from outside your Organization

Would you guys please give me a description of what we need to do with these 2 new water meter pits and 1 existing. I need to know what parts and labor the City might be furnishing and what parts and labor we are furnishing. I believe the City said they would do the two 1" taps and I had to furnish the 1" corp stops is that correct? Who is paying the \$600 tap fee and I'm assuming it would be two tap fees, correct? I also need a drawing of where the line is going to run to and from and if you know the depth of the existing main and size (I believe it is an 8" line correct?).

Thank you,
Conrad

This e-mail and any attachments thereto, are intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

Conrad Walters

From: Steve Moore <smoore@lafayette.in.gov>
Sent: Tuesday, August 4, 2020 10:11 AM
To: Conrad Walters; Ian Lesko
Cc: Mike Rominger; Cory Downs
Subject: RE: Lafayette Streetscape Phase 3 - Julie Ginn meters

**CAUTION: This email originated from outside Rieth-Riley Construction.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

The lines can be in the same trench with roughly 18" separation. The taps are direct tap into the main so no saddle will be needed. The drawing you provided will work just fine. No disinfection needed, the lines can be blown off at the meter valve prior to installing the meter. Are you installing the meters and the pits and terminating on the customer side of the pit?

Thanks.

Steve

From: Conrad Walters <cwalters@rieth-riley.com>
Sent: Tuesday, August 4, 2020 9:46 AM
To: Steve Moore <smoore@lafayette.in.gov>; Ian Lesko <illesko@hwcengineering.com>
Cc: Mike Rominger <mrominger@rieth-riley.com>; Cory Downs <cdowns@rieth-riley.com>
Subject: RE: Lafayette Streetscape Phase 3 - Julie Ginn meters

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

***** External Email *** Sending Account is from outside your Organization**

Couple more questions / comments:

1. I attached a drawing to show where I think you want the service lines to go. Please let me know if this is ok or show me where you'd like them. You can just free hand them if you want.
2. I see you are providing the corp, do I need to supply an 8" saddle?
3. How far apart will the 1" taps be done? Can I run the 1" lines in the same trench and what separation must they be?
4. Do we need to test / disinfect the 1" lines?
5. We are planning on shutting the road down to do this work.
6. We plan on terminating this work at the meter pit. We will include the meter. Then whomever is doing the plumbing can run the line in to the meter pit and connect. Unless you want something different, please let me know.
7. I am planning on providing the tap fees, 1" copper, curb stop and box, meter, meter box and meter lid for 2 services.
8. I am not doing anything with the existing 5/8" service.

Thanks.



Field Work Order

Job Number: 340 1032
 Owner Job Number: Lafayette
 Job Name: Street Scapes Phase 3

Date Issued: 5/6/2020
 Address: 10th Street

Rieth-Riley is hereby authorized to perform the following described work and charge to the above mentioned owner:

Repair unmarked sanitary sewer and move manhole #410 3' to the west to accomodate sump in manhole #410 to m125 sanitary sewer

Trade	Reg Hrs	OT Hrs
Foreman	3	
operator	3	
operator	3	
Laborer	3	
Laborer	3	

Equipment	Quantity	Hours Used	Hours Idle
EX 23 Z10 387	1	1.5	1.5
BH 1500000 3	1	1.5	1.5
P1200000 13	1	3	

Material/Sub	Qty
Weldcut Truck	1 for 3 hours
8" sewer pipe	13'
fermco couplers	3

This work shall be on a time and material basis to which will be added all applicable taxes, insurance, fringe benefits, travel pay (per diem), expendable item charge, overhead and profit.

Work Supervised By: Jeff DeBey
 Rieth-Riley Construction

Work Ordered By: _____
 Owner/ Owner's Rep

Signed by: [Signature]

Signed By: _____

Title: Foreman

Title: _____



Field Work Order

Job Number: 340 1032
 Owner Job Number: Lafayette
 Job Name: Streetscapes Phase 3

Date Issued: 5/7/20
 Address: 10th Street

Rieth-Riley is hereby authorized to perform the following described work and charge to the above mentioned owner:

Repair unmarked sanitary sewer and raise manhole #4113 to get pipe between manhole 410 and 411 to go over unmarked sanitary sewer

Trade	Reg Hrs	OT Hrs
Foreman	2	
operator	2	
operator	2	
Laborer	2	
Laborer	2	

Equipment	Quantity	Hours Used	Hours Idle
Ex 23 = 210387	1	1	1
BL15000003	1	1	1
P120000013	1	2	2

Material/Sub	Qty
Wildcat Tractor	1 for 2 hours
8" sewer pipe	8'
fracturplers	3
concrete	1/4 cu

This work shall be on a time and material basis to which will be added all applicable taxes, insurance, fringe benefits, travel pay (per diem), expendable item charge, overhead and profit.

Work Supervised By: Jeff PeBoy
 Rieth-Riley Construction

Work Ordered By: _____
 Owner/ Owner's Rep

Signed by: [Signature]
 Title: Foreman

Signed By: _____
 Title: _____



Field Work Order

Job Number: 340 1032
 Owner Job Number: Lafayette
 Job Name: Street Scapes

Date Issued: 5/20/2020
 Address: 10th Street

Rieth-Riley is hereby authorized to perform the following described work and charge to the above mentioned owner:

Cut Manhole 115 to accommodate depth of lead waterline in front of under #115 SUV vac out.
Excavate and down time to raise unmarked water line to accommodate pipe from manhole 113 to 114

Trade	Reg Hrs	OT Hrs
Foreman	3	
Operator	2.5	
Operator	2.5	
Laborer	2.5	
Laborer	2.5	

Equipment	Quantity	Hours Used	Hours Idle
EX15Y13149	1	2	.5
BL15000003	1	2	.5
P12 0000013	1	3	

Material/Sub	Qty
ABC Cut manhole and core for underdrain	1 2.5 hrs
Accudig Vac hole for Manhole	1 2.0 hrs
W/flat Tracking	1 2.5 hrs
Sand for waterline	9.96 ton

This work shall be on a time and material basis to which will be added all applicable taxes, insurance, fringe benefits, travel pay (per diem), expendable item charge, overhead and profit.

Work Supervised By: Jeff D Bay
 Rieth-Riley Construction

Work Ordered By: _____
 Owner/ Owner's Rep

Signed by: [Signature]
 Title: Foreman

Signed By: _____
 Title: _____

Hours seem high.
 ABC not onsite
 2.5 hours
 (revise)

RESOLUTION NO. LRC-2020-12

LAFAYETTE REDEVELOPMENT COMMISSION

AMENDING DECLARATORY RESOLUTION OF THE LAFAYETTE REDEVELOPMENT COMMISSION AMENDING THE CONSOLIDATED PLAN FOR THE CONSOLIDATED CREASY/CENTRAL ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Lafayette (the “City”) Redevelopment Commission (the “Commission”), on October 26, 2006, adopted Resolution No. LRC-2006-22 (the “Consolidated Central Declaratory Resolution”) establishing the Consolidated Central Lafayette Redevelopment Area (the “Consolidated Central Area”) and Consolidated Central Allocation Area in accordance with Indiana Code 36-7-14-39 and approving the Consolidated Central Lafayette Redevelopment Plan, as amended (the “Consolidated Central Plan”) for the Consolidated Central Area;

WHEREAS, the Commission adopted Resolution No. LRC-2006-25 on November 16, 2006, as further amended on July 26, 2007 by Resolution No. LRC-2007-06, on May 24, 2012 by Resolution No. LRC-2012-08 and on February 25, 2013 by Resolution No. LRC-2013-06 (collectively, as amended, the “Consolidated Creasy Lane Declaratory Resolution”), establishing and expanding the Consolidated Creasy Lane Economic Development Area (the “Consolidated Creasy Lane Area”) and Consolidated Creasy Lane Allocation Area (the “Consolidated Creasy Lane Allocation Area”) in accordance with Indiana Code 36-7-14-39 and approving the economic development plan for the Consolidated Creasy Lane Area, as amended (the “Consolidated Creasy Lane Plan”);

WHEREAS; the Consolidated Central Plan and the Consolidated Creasy Lane Plan are hereinafter collectively referred to as the “Original Plans”;

WHEREAS, the Commission adopted Resolution No. LRC-2013-06 on February 25, 2013, to, among other matters, (i) expand the Consolidated Creasy Lane Area and Consolidated Creasy Lane Allocation Area by adding approximately 196 new acres to the Consolidated Creasy Lane Area and the Consolidated Creasy Lane Allocation Area; (ii) re-characterize the Consolidated Central Area as an economic development area pursuant Indiana Code 36-7-14-41; (iii) consolidate the Consolidated Central Area and the Consolidated Creasy Lane Area, as therein expanded, into one economic development area to be known as the “Consolidated Creasy/Central Economic Development Area” (the “2013 Consolidated Area”); and (iv) consolidate and amend the Original Plans (the “2013 Consolidated Plan”);

WHEREAS, the Commission adopted Resolution No. LRC-2014-10 on August 28, 2014, to, among other matters, (i) expand the 2013 Consolidated Area (the 2013 Consolidated Area, as so amended, the “Consolidated Area”); and (ii) amend the 2013 Consolidated Plan to add projects thereto (as amended, the “2014 Consolidated Plan”);

WHEREAS, the Commission adopted Resolution No. LRC-2015-4 on July 17, 2015, amending the 2014 Consolidated Plan to add projects thereto (as amended, the “2015 Consolidated Plan”);

WHEREAS, the Commission adopted Resolution No. LRC-2017-1 on July 27, 2017, amending the 2015 Consolidated Plan to add projects thereto (as amended, the “2017 Consolidated Plan”);

WHEREAS, the Commission adopted Resolution No. LRC-2018-10 on August 23, 2018 amending the 2017 Consolidated Plan to add projects thereto (as amended, the “2018 Consolidated Plan”);

WHEREAS, the Commission adopted Resolution No. LRC-2019-09 on December 19, 2019 amending the 2018 Consolidated Plan to add projects thereto (as amended, the “2019 Consolidated Plan”);

WHEREAS, the Commission adopted Resolution No. LRC-2020-06 on April 23, 2020 amending the 2019 Consolidated Plan to add projects thereto (as amended, the “2020 Consolidated Plan”);

WHEREAS, the Consolidated Central Declaratory Resolution, as amended as set forth above, and the Consolidated Creasy Lane Declaratory Resolution, as amended as set forth above, are hereinafter collectively referred to as the “Original Area Resolutions;”

WHEREAS, the Commission now desires to amend the Original Area Resolutions and the 2020 Consolidated Plan, as further described in Exhibit A attached hereto, to include the construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City, together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment (the “2020 Police Station Project”), all in, serving or benefiting the Consolidated Area (the 2020 Consolidated Plan, as amended, hereinafter referred to as the “2020 Amended Consolidated Plan”); and

WHEREAS, Indiana Code 36-7-14-15 authorizes the Commission to amend the Original Area Resolutions and the 2020 Consolidated Plan, after conducting a public hearing, if it finds that:

- (i) The amendment is reasonable and appropriate when considered in relation to the Original Area Resolutions, the 2020 Consolidated Plan and the purposes of Indiana Code 36-7-14; and
- (ii) The Original Area Resolutions and the 2020 Consolidated Plan, with the proposed amendment, confirm to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE REDEVELOPMENT COMMISSION THAT:

Section 1. It will be of public utility and benefit to amend the Original Area Resolutions and the 2020 Consolidated Plan to include the 2020 Police Station Project and to continue to develop the Consolidated Area.

Section 2. The Original Area Resolutions and the 2020 Consolidated Plan are hereby amended to include the 2020 Police Station Project. The Commission finds that the 2020 Police Station Project will further the 2020 Consolidated Plan, as amended, and that the 2020 Police Station Project will be located in, serve or benefit the Consolidated Area.

Section 3. The Commission finds that the public health and welfare will be benefited by the amendment to the Original Area Resolutions and 2020 Consolidated Plan and the implementation of the 2020 Amended Consolidated Plan.

Section 4. The Commission now finds and determines that the amendment described in Section 1 above is reasonable and appropriate when considered in relation to the Original Area Resolutions, the 2020 Consolidated Plan and the economic development purposes set forth in Indiana Code 36-7-14-41. The Commission finds that the 2020 Police Station Project constitutes a local public improvement and that the Original Area Resolutions and the 2020 Consolidated Plan, as amended herein, conform to the comprehensive plan for the City.

Section 5. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Tippecanoe County Area Plan Commission (the "Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Common Council for its approval of the amendment to the Original Area Resolutions and the 2020 Consolidated Plan.

Section 6. Following receipt of the written order of the approval of the Plan Commission and approval of such order by the Common Council of the City, the Commission also directs the presiding officer, to publish notice of the adoption and substance of this resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed 2020 Police Station Project and will determine the public utility and benefit of the proposed 2020 Police Station Project.

Section 7. The Commission hereby finds that the estimated cost of the 2020 Police Station Project is approximately \$45,000,000.

Section 8. The Commission hereby finds that all property in the Consolidated Area (including the Consolidated Creasy Lane Allocation Area and the Consolidated Central Allocation Area) will positively benefit from the 2020 Police Station Project due to the development which is reasonably expected to encourage the attraction of new business and industry in the Consolidated Area and which it is reasonably believed will be of benefit to all citizens of the City.

Section 9. In all other respects, the Original Area Resolutions, the 2020 Consolidated Plan, as amended, and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 10. This resolution shall be effective upon passage.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 24th day of September, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice-President

T.J. Thieme, Secretary

Don Teder

Shelly Henriott

ATTEST:

David Moulton

Josh Loggins

EXHIBIT A

**CONSOLIDATED CREASY/CENTRAL TIF
ECONOMIC DEVELOPMENT AREA PLAN**

The Development and Acquisition Plan for the Consolidated Central Creasy Economic Development Area of the City of Lafayette, Indiana, shall be as follows:

Property: The property commonly known as “Queen Anne Courts” located at the southeast corner of Alabama and 4th Street, Lafayette, and legally described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

Beginning at the intersection of the South Right of Way of Alabama Street with the East Right of Way of Fourth Street being marked by a chiseled “+” in the sidewalk; thence East, along the South Right of Way of Alabama Street, a distance of 161.20 feet to a railroad spike; thence South, an angle to the left from the preceding line 89 degrees 57’ 13”, a distance of 126-92 feet to a 5/8 inch diameter rebar with a plastic cap stamped “RWG 880043”; thence West an angle to the left from the preceding line of 90 degrees 20’ 09’, a distance of 161.16 feet to the East Right of Way line of Fourth Street; thence North, an angle to the left from the preceding line of 89 degrees 40’ 54”, along the East Right of Way line of Fourth Street, a distance of 125.28 feet to the Point of Beginning, containing 0.462 of an acre, more or less.

ALSO:

Parcel I

Lot numbered one (1) in Bixler’s Addition to the City of Lafayette, Indiana, except seventy-five (75) feet and nine (9) inches off the south end thereof;

Also, lot numbered one (1) in M. Peterson’s Addition to the City of Lafayette, Indiana, except twenty-two (22) feet and nine (9) inches off the south end thereof, both of said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West; and

Parcel II

All of lot numbered two (2) and seventy-five (75) feet and nine (9) inches off of the south end of lot numbered one (1) in Bixler’s Addition to the City of Lafayette;

Also, twenty-two (22) feet and nine (9) inches off of the south end of lot numbered (1) in M. Peterson's Addition to the City of Lafayette, Indiana; both of said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West. Located in Fairfield Township, Tippecanoe County, Indiana; and

Parcel III

A part of lot numbered two (2) in Peterson's Addition and a part of Lot #3 in Bixler's Addition to the City of Lafayette, Indiana, described as follows:

Twenty-eight (28) feet of even width off of the entire side of lot two (2) in Peterson's Addition and twenty-eight (28) feet of even width off of the entire side of lot numbered three (3) in Bixler's Addition to the City of Lafayette, Indiana; and

Parcel IV

A part of lot 2 of Peterson's Addition and a part of lot 3 of Bixler's Addition to the City of Lafayette, Indiana described as follows:

Twenty-two (22) feet of even width off of the entire west side of lot two (2) in Peterson's Addition and twenty-two (22) feet of even width off the entire west side of lot three (3) in Bixler's Addition to the City of Lafayette, Indiana.

623 Oregon Street

All of lot numbered twenty-four (24) of Taylor White Peterson & Ellsworth addition to the City of Lafayette with the common address of 623 Oregon Street.

Project: Upon acquisition of the Property by the Commission, a redevelopment plan will be created which may include site demolition and any other improvements, services, landscaping, streetscaping, design, traffic and road improvement, equipment and personal property improvement or acquisition, and any other improvement or development necessary to effectuate the redevelopment of the Property at completed herein (the "Project")

PHASE I - Identification of existing development and redevelopment opportunities; plan development and Preliminary Engineering.

PHASE II - Acquisition of real property, if necessary.

PHASE III - Construction and improvement of facilities.

Future Development:

Future development activities that have been identified include the acquisition of real property, construction of new facilities, and other appropriate projects. Said activities will be incorporated into the Plan by Amendment.

Private Improvements/Investment:

1. Rohrman Acres: Construction of two new automobile dealership locations and a strip retail development along SR 26. This development will consist of seven commercial lots on about 16 acres.
2. Wal-Mart/Sam's Wholesale Club: Construction of a new shopping center containing four major buildings with a 2,460 car parking lot. Investment estimates at \$12.0 million. This development will provide employment opportunities for about 240 people.
3. Theatre Acres: Construction of a \$2.0 million theater complex by Goodrich Quality Theatres, Inc. with three FT, 35 PT employees. Also involves construction of a \$1.0 million Pizza Hut restaurant and other retail shops.
4. Eastway Plaza: Construction of Phase 3 of a commercial strip center. Investment estimated at \$300,000.
5. Dimension Cable Services: Construction of new office facility along Creasy Lane. Investment estimated at \$800,000.
6. Ivy Tech Community College Expansion and Intersection Connection: The Intersection Connection will locate the Lafayette Family YMCA and Junior Achievement on the existing Ivy Tech Community College Lafayette campus, which already hosts a public library branch and an apprenticeship training center. It will also include new academic buildings such as the Agriculture, Energy and Applied Science Building and the Enterprise Center for Entrepreneurship. The resulting regional hub of interconnected services will align three pillars of regional and state prosperity: higher education and lifelong learning; healthy families and youth; and workforce and economic development. Total Project Cost: \$92,100,000
7. Market Square Shopping Center: Owners are contemplating improvements in real property to add additional retail frontage and parcels for out lot buildings. Private investment in excess of \$1.5 million.
8. Rohrman Acres Phase II: Expansion of auto dealership and development of commercial and residential lots.
9. Commercial/Residential expansion: Apartment complex and commercial development near the intersection of I65 and SR26 off of Frontage Road.

10. The construction of a mixed-use development at 101 Main Street inclusive of wood over podium construction, underground and first floor parking, a bank branch and regional headquarters, and 99 apartments with 4,000 square feet of retail space. The total cost of this project is estimated at \$24,000,000; provided that cost of this project to be funded from the Commission is estimated at \$3,700,000 inclusive of financing costs. The remaining costs of this project will be funded by the developer for the project.
11. The construction of a mixed-use development at 500 South Street inclusive of wood over podium construction, multi-level parking, and 76 apartments with 7,900 square feet of ground floor commercial/retail space. The total cost of this project is estimated at \$10,500,000; provided that cost of this project to be funded from the Commission is estimated at \$1,289,000 inclusive of financing costs. The developer for the project, Star Crossing LLC, will fund the remaining costs of this project.
12. The construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements equipment, to be located at 200 South Fourth Street in the City, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing. The total cost of this project is estimated at \$16,800,000; provided that cost of this project be funded from the Commission is estimated at \$1,900,000, inclusive of financing costs. The developer for the project, Nova Lafayette, LLC, will fund the remaining costs of this project.
13. The construction of a mixed-use facility with 97 market-rate residential units and 2,000 square feet of office and retail space, together with any necessary appurtenances, related improvements equipment, to be located at approximately 450 - 499 South Street in the City, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing. The total cost of this project is estimated at \$17,700,000; provided that cost of this project be funded from the Commission is estimated at \$4,500,000, inclusive of financing costs. The developer for the project, Rebar Companies, LLC d/b/a Rebar Development, will fund the remaining costs of this project.

List of Redevelopment/Economic Development Area Projects

1. Major reconstruction of North 9th Street Road and Duncan Road. North 9th Street Road will be a 4-laned, divided road between Canal Road and Duncan Road. Duncan Road connects North 9th Street Road with U.S. 52.
2. Duncan Road will be extended north of U.S. 52 to provide access to the new Siemens plant. The alignment of the current intersection will be altered and there will be changes in the signalization.

3. A water line serving the Siemens plant will be installed westward from North 9th Street north of U.S. 52 to provide service prior to the extension of a water main under U.S. 52 as part of the Duncan Road/North 9th Street project.
4. Sewer facilities will be provided by extension of the current facilities.
5. Programs in job training, job enrichment, and basic skill development that are designed to benefit residents and employers in that portion of the Area that is located in the enterprise zone.
6. Extension of Duncan Road past the Siemens entrance to rejoin North 9th Street, thereby providing better access to North 9th Street from U.S. 52 and a direct route to the new Prophetstown State Park.
7. Installation and alteration of traffic signals, traffic barriers, signs, striping and other transportation construction necessary within the Area.
8. Purchase any equipment, goods or materials to be located in the Columbia Building to provide access to the Columbia Block Parking Facility through the Columbia Building.
9. The acquisition of real property by donation or other means for redevelopment or economic development purposes and the sale or transfer of land.
10. Capital improvements or equipment purchases for a downtown visitor's center.
11. Traffic improvements to Erie and Ferry Streets.
12. Riverfront Development
13. Streetscape and trail improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.
 - a. Phase II along 3rd Street between Columbia and Main Street and along Main Street between 3rd and 4th Streets
 - b. Other streetscape improvements and maintenance downtown
14. Landscaping improvements and lawn and landscape maintenance
 - a. Depot and Riehle Plaza
 - b. City Hall
 - c. Columbia Block Parking Garage
 - d. East City Parking Lot
 - e. Erie Street between 18th and Underwood Streets
 - f. Old Rail Corridor
 - g. Farmer's Market area on 5th Street between Columbia and Main Streets
 - h. Downtown Planters
 - i. City Fuel Station

- j. Main and 11th Street Plaza
 - k. North 9th Street Medians
15. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.
 - a. Columbia Block Parking Garage
 - b. Long Center for the Performing Arts
 - c. Depot and Riehle Plaza
 16. Acquire and redevelop property located at 506 Brown Street (Midwest Rental Properties)
 17. Acquire and redevelop property located at Southeast corner of Alabama and 4th Street (Queen Anne Courts properties)
 18. Acquire and redevelop property located at 623 Oregon Street
 19. Acquire and redevelop other property as necessary in the Consolidated Central Creasy TIF District.
 20. Public Improvements
 - a. Street Improvements: McCarty Lane, Creasy Lane and others.
 - b. Expansion, extension of public improvements, including sanitary and storm sewers, storm drainage, and water supply.
 - c. Improvements to public recreation and park facilities.
 21. Construction of an extension of Creasy Lane from State Highway 38 to Brady Lane and appurtenances thereto, including appropriate improvements to the intersections created with State Highway 38 and U.S. Highway 52, a bridge across the Elliot Ditch, and improvements to and relocation of the Branch 13 Regional Drainage Channel.
 22. Closure of the existing ingress and egress to Tippecanoe Mall Regional Shopping Center; construction of a new ingress and egress to Tippecanoe Mall Regional Shopping Center.
 23. Construction of Maple Point Drive and appurtenances thereto between State Highway 38 and U.S. Highway 52, including appropriate improvements to the intersections created with State Highway 38 and U.S. 52, and construction of necessary utilities with the right- of-way of Maple Point Drive.
 24. Closure of the existing intersection of Ross Road and State Highway 38, and construction of an outlet for Ross Road and appurtenances thereto to Maple Point Drive.
 25. Relocation of approximately 2,000 linear feet of existing sanitary sewer interceptor line between State Highway 38 and U.S. Highway 52.

26. Relocation of the Wilson Branch Regional Drainage Channel between Ross Road and U.S. Highway 52, including construction of regional storm water detention pond facility.
27. General median maintenance including, but not limited to, mowing and landscaping.
28. The signalization of the intersection of McCarty Lane and 500 E.
29. The construction of an extension of Maple Point Drive and appurtenances thereto between U.S. Highway 52 and Concord Road, including appropriate improvements to the intersections created with U.S. Highway 52 and Concord Road, and construction of necessary utilities with the right-of-way of Maple Point Drive.
30. The reconstruction and widening of CR 350 S from 9th Street to Concord Road.
31. The reimbursement of public and private entities for expenses incurred in training employees of industrial facilities that are located in the allocation area and on a parcel of real property that has been classified as industrial property under the rules of the Department of Local Government Finance.
32. Equipment, facilities, relocation and other expenses to support job creation, economic and business development.
33. Comprehensive parking, transportation and development plans for the Area, including feasibility studies of specific sites.
34. Support of and improvements to public transportation.
35. Identification of other redevelopment opportunities and develop plans for specific economic development/redevelopment projects, including those involving acquisition of property and construction.
36. Acquisition of real property, if necessary.
37. Infrastructure improvements for redevelopment or economic development purposes, including, but not limited to, streets, roads, water, sewer, telecommunications, parking facilities and lots, and other utility or infrastructure.
38. Streetscape and trail way improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.
39. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.
40. Façade and Interior Building Improvements Program.
41. Design, manufacture and installation of wayfinding and other signage.

42. Establish and implement site guidelines for new development.
43. Develop and implement architectural and sign review ordinance.
44. Security for the Area and events.
45. Snow removal.
46. Brownfield assessment and remediation.
47. Projects relating to Ivy Tech Community College and its expansion for Intersection Connection.
48. Projects and redevelopment relating to the former Home Hospital site and surrounding areas for commercial, housing and public facilities that will include, but not be limited to, public infrastructure improvements such as trails, greenways, sidewalks, roads and utilities.
49. Other projects and redevelopment that the Commission finds that: (i) accomplish the Consolidated Plan of the Consolidated Central Creasy Area that will (a) promote significant opportunities for the gainful employment of its citizens, (b) attract a major new business enterprise to the City, (c) and retain or expand a significant business enterprise existing in the City; (ii) accomplish the 2013 Consolidated Plan in the Consolidated Central Area that benefits the public health, safety, morals and welfare of the citizens of the City; (iii) the 2013 Consolidated Plan cannot be achieved by the regulatory processes or by the ordinary operation of private enterprise without resort to powers under the Act because no regulatory process exists to provide the improvements contemplated by the 2013 Consolidated Plan in the Consolidated Central Creasy Area and private enterprise is unable or unwilling to provide the improvements without assistance by the Commission; and (iv) accomplishment of the 2013 Consolidated Plan will be of public utility and benefit as measured by (a) the attraction or retention of permanent jobs, (b) an increase in the property tax base, and (c) improved diversity of the economic base.
50. Market Square Shopping Center area/Greenbush Avenue/surrounding commercial areas: Public infrastructure needed to facilitate private investment include: new entrance and intersection from Greenbush Avenue with turn lanes and traffic control at the Market Square Shopping Center and Payless Plaza. Also needed are road, sidewalk, bus and other vehicle and pedestrian improvements in and around the area to facilitate private investment and public safety.
51. St. Elizabeth Central Hospital campus and surrounding area: Owners, Sister of St Francis, have chosen to close the emergency room and concentrate services at their new facility outside of this area. As more services move or are transitioned from the area, public and private investment will need to occur for the area to remain viable

and not become a blight and tax drain on the neighborhood and community. Private developers have expressed interest in some parcels and property if public support is available.

52. Infrastructure improvements: Road, trail and drainage improvements in and around Rohrman Acres/auto dealership. Median, road and traffic improvements on South Street from Creasy Lane to I65.
53. The construction of infrastructure and related improvements in and around the riverfront and public areas in the downtown. The total cost of this project is estimated at \$900,000 inclusive of financing costs.
54. The construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City, together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment. The total cost of this project is estimated at \$45,000,000.

Except as expressly amended hereby, the Plan, as previously amended, shall remain in full force and effect.

RESOLUTION NO. LRC-2020-13

LAFAYETTE REDEVELOPMENT COMMISSION

RESOLUTION OF THE LAFAYETTE REDEVELOPMENT COMMISSION
APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE WITH
THE CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY

WHEREAS, the City of Lafayette Redevelopment Commission (the “Commission”), as the governing body for the Department of Redevelopment of the City of Lafayette, Indiana (the “City”), pursuant to Indiana Code 36-7-14 and Indiana Code 36-7-25, each as amended (collectively, the “Act”), has thoroughly studied the area of the City known as the Consolidated Creasy/Central Economic Development Area (the “Consolidated Area”); and

WHEREAS, the Commission desires, pursuant to Indiana Code 36-7-14-25.2 and Indiana Code 36-7-14.5-14, to lease from the City of Lafayette Redevelopment Authority (the “Authority”) certain property described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the “Lease”); and

WHEREAS, the Lease will enable the Commission, through the Authority, to finance the construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City, together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment (collectively, the “Project”); and

WHEREAS, the Authority has or will adopt a resolution indicating its intent to issue its lease rental revenue bonds (the “Bonds”) and, if necessary, bond anticipation notes (the “BANs”), in one or more series in an aggregate principal amount not to exceed \$45,000,000 to finance (i) the costs of acquiring and constructing the Project which is located in, serving or benefitting the Consolidated Area, (ii) capitalized interest on the Bonds and BANs, if necessary, (iii) a debt service reserve for the Bonds, if necessary, and (iv) costs of issuing the Bonds and BANs; and

WHEREAS, the Commission finds that (i) the term of the Lease does not exceed twenty-five (25) years, (ii) the rentals due under the Lease are payable from a combination of (a) a designated portion of tax increment revenues from the allocation area in the Consolidated Area (the “TIF Revenues”) as set forth in the Lease (such designated portion of the TIF Revenues, herein the “Pledged TIF Revenues”), on a parity with certain of the outstanding obligations of the Commission payable from the TIF Revenues and (b) the public safety portion of the local income tax revenues received by the City pursuant to Indiana Code 6-3.6-6, as amended (the “Public Safety LIT Revenues”), pledged by the City to the Commission, and, to the extent the Pledged TIF Revenues and Public Safety LIT Revenues are not sufficient, (c) a special benefits tax levied under Indiana Code 36-7-14-27 (the “District Tax”), (iii) the terms of the Lease are based upon the value of the facilities leased thereunder, based upon the advice of the Commission’s municipal advisor and architect, and (iv) the service to be provided throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents; and

WHEREAS, there has been presented to this meeting, following a public hearing thereon duly advertised in accordance with Indiana Code 5-3-1 and at which all interested parties had an opportunity to be heard, for consideration and approval of the Commission the Lease between the Commission and the Authority; and

WHEREAS, the Act permits the Lease; and

WHEREAS, the Commission deems it advisable to approve and authorize the execution of said Lease; and

WHEREAS, the Common Council of the City has approved the Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE REDEVELOPMENT COMMISSION AS FOLLOWS:

Section 1. The Lease, attached hereto as Exhibit A, is hereby approved and the President and Secretary of the Commission are authorized to execute and attest said Lease. The Commission hereby finds that (i) the term of the Lease does not exceed twenty-five (25) years, (ii) the lease rentals under the Lease are payable from a combination of (a) the Pledged TIF Revenues, on a parity with certain of the outstanding obligations of the Commission payable from the TIF Revenues, and (b) the Public Safety LIT Revenues, pledged by the City to the Commission, and to the extent the Pledged TIF Revenues and Public Safety LIT Revenues are not sufficient, (c) the District Tax, (iii) the terms of the Lease are based upon the value of the facilities leased thereunder, based upon the advice of the Commission's municipal advisor and architect, and (iv) the service to be provided throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents. The plans and specifications for the Project have been submitted to the Commission and are hereby approved.

Section 2. The President and Secretary of the Commission are hereby authorized and empowered to approve such amendments, additions, deletions and changes to the Lease as they deem necessary or advisable, and their approval shall be signified by their execution of said Lease.

Section 3. Upon execution of the Lease, the Secretary of the Commission is hereby directed to publish notice of the execution of the Lease and its approval in accordance with Indiana Code 5-3-1 and pursuant to the provisions of Indiana Code 36-7-14-25.2.

Section 4. The Commission hereby affirms the pledge of the Pledged TIF Revenues and Public Safety LIT Revenues, and to the extent the Pledged TIF Revenues and Public Safety LIT Revenues are ever insufficient, the District Tax, to the payment of lease rentals under the Lease, all as more particularly described in the Lease as hereby approved.

Section 5. This resolution shall take effect immediately upon its adoption by the Commission.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 19th day of November, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice-President

T.J. Thieme, Secretary

Don Teder, Commissioner

Shelly Henriott, Commissioner

ATTEST:

Dave Moulton

Josh Loggins

EXHIBIT A

Form of Lease

LEASE AGREEMENT

between

CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY

LESSOR

and

CITY OF LAFAYETTE REDEVELOPMENT COMMISSION

LESSEE

Dated as of _____, 2020

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this ____ day of _____, 2020, by and between the CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, as lessor (the “Lessor”), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5 as an instrumentality of the City of Lafayette, Indiana (the “City”), and the CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, as lessee (the “Lessee”), the governing body of the City of Lafayette Department of Redevelopment acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25 (collectively, the “Act”), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment projects;

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act;

WHEREAS, the Lessee has designated a certain area in the City known as the “Consolidated Creasy/Central Economic Development Area” (the “Area”) as an economic development area under the Act;

WHEREAS, the Lessee has designated the Area as an allocation area under the Act, consisting of the Consolidated Central Allocation Area and the Consolidated Creasy Lane Allocation Area (collectively, the “Allocation Area”), and approved the economic development plan for the Area;

WHEREAS, to foster economic development and redevelopment in the City, the Lessor, and the Lessee desire to provide for the planning, designing and construction of, among others, the police station and parking garage improvements set forth on Exhibit A hereto (collectively, the “Project”), which are located in or directly serve or benefit the Area;

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements;

WHEREAS, the costs of the planning, designing and construction of the Project will be paid from proceeds of bonds, to be issued by the Lessor in one or more series in a maximum original principal amount not to exceed Forty-Five Million Dollars (\$45,000,000) (the “Bonds”);

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Lessor relating to the Bonds to be issued by the Lessor to finance the Project;

WHEREAS, pursuant to Indiana Code 36-7-14-27 the Lessee has the authority to levy a special benefits tax upon all property in the City of Lafayette Redevelopment District (the “District”);

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit B (such real estate, together with any improvements that, on the date hereof are located thereon, the “Leased Premises), and such interests shall be for a term no less than the term of this Lease, provided, however, that during the construction phase of the Project the Leased Premises shall also include the City Hall located at 20 North 6th Street in the City (the “City Hall”);

WHEREAS, the total cost of the Project, including, but not limited to, costs of planning, designing, construction, improvements, architects’ and engineers’ fees, consultants’ services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction, debt service reserves and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of bonds by the Lessor, is estimated to be not greater than \$45,000,000;

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to Indiana Code 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City has by resolution approved this Lease, and the resolution has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor;

THIS AGREEMENT WITNESSETH THAT:

1. Acquisition of Interest in Real Estate. The date by which the Lessor acquires the interest in the City Hall, as a portion of the Real Estate, and the City Hall, as a portion of the Leased Premises, is available for use shall be endorsed on this Lease at the end hereof by the parties to this Agreement, and such endorsement shall be recorded as an addendum to this Lease in the form attached hereto as Exhibit C. The date by which the Lessor acquires the remaining interest in the Real Estate and the Leased Premises are available for use shall be endorsed on this Lease at the end hereof by the parties to this Agreement, and such endorsement shall be recorded as an addendum to this Lease in the form attached hereto as Exhibit D. As herein further provided, at such time the City Hall shall be released from this Lease.

2. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor’s right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date on which the Lessee begins to make lease rental payments hereunder and ending on the day prior to a date not more than Twenty-Five (25) years thereafter. During the construction phase of the Project, the Leased Premises shall also include the City Hall described in Exhibit B which City Hall shall be released from this Lease upon the completion of the Project. The term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased

Premises pursuant to Section 12 and the payment of the option price, or (b) the payment or defeasance of all bonds issued (i) to finance the cost of the Project, (ii) to refund all or a portion of such bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Project; provided that no bonds or other obligations of the Lessor issued to finance or refinance the Project remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

3. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay fixed annual rental for the use and occupancy of the Leased Premises at a maximum annual rate of Three Million Four Hundred Thousand Dollars (\$3,400,000) (the "Fixed Annual Rentals"). The Fixed Annual Rentals shall be payable in advance in semi-annual installments on the dates set forth in Section 4 hereof.

After the sale of the Bonds issued to finance the acquisition and construction of the Leased Premises, the semi-annual installment of the Fixed Annual Rentals for the Leased Premises for each six-month period ending on each January 15 and July 15 (each a "Semi-annual Period") shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on the Bonds in such Semi-annual Period, plus Five Thousand Dollars (\$5,000) added to each payment. Payment of the Fixed Annual Rentals shall commence on the later of (i) the date the leasehold interest in the City Hall is acquired by the Lessor, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than July 15, 2021. Such date and the amount of each semi-annual installment of such reduced Fixed Annual Rentals shall be endorsed on this Lease by the parties hereto at the time of issuance of the Bonds and recorded as an addendum in the form attached hereto as Exhibit E. If more than one series of Bonds is issued, the addendum shall be executed and recorded upon issuance of the final series of Bonds.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 3(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 7. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the

nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (“Code”), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 3 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable from a combination of: (i) \$1,000,000 per year of tax increment revenue generated in the Allocation Area (the “TIF Revenues”) within the Area (herein the “Pledged TIF Revenues”), junior to the Outstanding Senior TIF Obligations (as hereinafter defined) and on a parity with the Outstanding Junior TIF Parity Obligations (as hereinafter defined), (ii) the public safety portion of the local income tax revenues received by the City pursuant to Indiana Code 6-3.6-6, as amended, and pledged by the City to the Commission for the payment of rentals hereunder (the “Public Safety LIT Revenues”) and (iii) to the extent the Pledged TIF Revenues and Public Safety LIT Revenues are ever insufficient to pay Fixed Annual Rentals and the Additional Revenues, from the revenues of a special benefits tax levied by the Lessee pursuant to Indiana Code 36-7-14-27 (the “Special Tax Revenues”). Each year when the Lessee prepares its budget, the Lessee shall estimate the amount of Pledged TIF Revenues and Public Safety LIT Revenues expected to be collected in the subsequent calendar year. To the extent that the Pledged TIF Revenues and Public Safety LIT Revenues, together with the funds on deposit in the funds held under the Indenture (as herein defined) which are available for the payment of debt service on the Bonds (the “Funds on Deposit”), are not available or are not expected to be available on the dates on which the Fixed Annual Rentals and Additional Rentals are due and any Senior TIF Obligations, Outstanding Parity TIF Obligations, Parity TIF Obligations and Parity Public Safety LIT Obligations (each as herein defined) in the subsequent bond year for which the budget is being prepared, the Lessee shall annually levy the Special Benefits Tax on all taxable property in the District in an amount sufficient, when combined with the aforementioned funds, to pay the Fixed Annual Rentals and Additional Annual Rentals, on their due dates. If the ensuing collection of the Pledged TIF Revenues, Public Safety LIT Revenues, together with the Funds on Deposit are insufficient to pay any Fixed Annual Rentals and Additional Rentals when due, the Lessee shall immediately initiate proceedings to levy the Special Benefits Tax on all taxable property in the District in accordance with Indiana Code 36-7-14-27 sufficient to pay any shortfall. To the extent that funds held in any debt service reserve fund under the Indenture are used to pay the debt service due on the Bonds, the Lessee shall levy the Special Benefits Tax to replenish such debt service reserve fund to the reserve requirement applicable to the Bonds. The Lessee covenants that it will not take any action to repeal, rescind or reduce the pledge of Pledged LIT Revenues, Public Safety LIT Revenues or Special Benefits Tax under this Lease so long as this Lease remains in effect.

4. Payment of Rentals. (a) The first lease rental payment shall be due on the later of (i) the date the City Hall is acquired by the Lessor by leasehold, or (ii) a date to be determined at the time of the sale of the Bonds, but no earlier than July 15, 2021, as set forth in the addendum referred to in Section 3(a) above. If the first rental payment date on the Leased Premises is other than January 15 or July 15, the first rental payment shall be for an amount calculated at the rate for that Semi-annual Period from the date of payment to the next January 15 or July 15. Thereafter, rentals on the Leased Premises shall be payable in advance in semi-annual installments on January 15 and July 15 of each year. The last semi-annual rent payment on the Leased Premises due shall be adjusted to provide for a rental payment at the rate specified above from the date such installment is due to the expiration of this Lease. During the construction phase of the Project, the City Hall shall constitute a part of the Leased Premises and be available for use and occupancy. Notwithstanding the foregoing, the provisions of this Lease shall not result in any interference or intrusion by the Lessor or the Lessee with the operation and maintenance of the City Hall for its purposes in connection with the operation of the government of the City. Upon the completion of the Project, the Lease Premises shall no longer include the City Hall and the City Hall shall be released from this Lease. The parties agree to execute any such appropriate documentation and instruments necessary to effectuate such release of the City Hall from this Lease upon delivery of the addendum attached hereto as Exhibit D.

(b) All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee (“Trustee”) under the Trust Indenture between it and the Lessor (“Indenture”), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

5. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall be the obligation of the Lessor to restore and rebuild the Lease Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 7 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 7 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

Notwithstanding anything in the Lease to the contrary, in the event of partial or total destruction of the Leased Premises, on a best efforts basis, leasable property and improvements of substantially equal value to the Leased Premises destroyed shall be transferred to the Lessor by the City and/or the Lessee in substitute thereof, and the Fixed Annual Rentals and Additional Rentals provided for therein shall continue to be paid as provided by the Lease without interruption or abatement. In the event of such substitution, the substituted property shall become part of the leased property under the Lease for all purposes hereof.

6. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for the operation, maintenance, repairs and alterations to the Leased Premises, but may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee

7. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to the greater of (i) the option purchase price set forth in Section 12 hereof or (ii) one hundred percent (100%) of the full replacement cost of the Leased Premises. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall

not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the buildings as provided in Section 5 hereof.

The insurance policies described in this Section 7 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

8. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's use of the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

9. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

10. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor’s and the Lessee’s commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

11. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

12. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days’ written notice to the Lessor, to purchase Lessor’s interest in the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase “capital actually invested” as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects’ fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase Lessor's interest in the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee: (i) the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title, and (ii) this Lease Agreement shall terminate.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

13. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 11, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 12, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

14. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

15. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: City of Lafayette Redevelopment Authority, Attention: President, 20 North 6th Street, Lafayette, Indiana 47901; (b) to Lessee: City of Lafayette Redevelopment Commission, Attention: President, 20 North 6th Street, Lafayette, Indiana 47901.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

16. Parity TIF Obligations – TIF Revenues. The Lessee reserves the right to issue bonds, enter into leases or other obligations of the Commission payable from TIF Revenues, in whole or in part, and entitled to the pledge of TIF Revenues on a parity with the pledge of the Pledged TIF Revenues as set forth in this Lease in accordance with the requirements set forth below (“Parity TIF Obligations”) for the purpose of raising money for future property acquisition, redevelopment or economic development in or serving the Area, for refunding any previously issued and outstanding Parity TIF Obligations, or for any other legally permitted purpose. The authorization and issuance of such Parity TIF Obligations shall be subject to the following conditions precedent:

(a) All rental payments due under the Lease and all payments on any obligations payable from TIF Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) The Lessee shall have received a certificate prepared by an independent certified public accountant or an independent financial consultant (“Certifier”) certifying that the TIF Revenues estimated to be received in each succeeding year, adjusted as provided below, is estimated to be equal to at least one hundred thirty-five percent (135%) of the lease rental and debt service requirements with respect to all outstanding obligations of the Lessee payable from TIF Revenues for each respective year during the term of the Lease and the Parity TIF Obligations. In estimating the TIF Revenues to be received in any future year, the Certifier shall base its calculation on assessed valuation actually assessed or to be assessed as of the assessment date immediately preceding the issuance of the Parity TIF Obligations; provided, however, the Certifier shall adjust such values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area. No increase in the TIF Revenues received in any future year shall be assumed which results from projected inflation in property values.

(c) Payments of any Parity TIF Obligations payable from TIF Revenues shall be payable semiannually in approximately equal installments on January 15 and July 15 if such Parity TIF Obligations are in the form of a lease obligation and any Parity TIF Obligations which are in the form of bond or other obligations shall have payments due and payable on February 1 and August 1.

The Lessee shall approve and confirm the findings and estimates set forth in the above-described certificate in any resolution authorizing the Parity TIF Obligations or junior obligations payable from TIF Revenues. Except as provided in this Lease, the terms and

conditions of any Parity TIF Obligations shall be set forth in the resolution authorizing such Parity TIF Obligations.

The pledge of Pledged TIF Revenues as set forth in this Lease shall be junior and subordinate to the payment of the (i) lease rentals which are pledged to pay principal of and interest on bonds of the Lessor designated as the “Lease Rental Refunding Revenue Bonds, Series 2010 A,” now outstanding in the amount of \$145,000 and maturing semi-annually over a period ending January 15, 2021 (the “2010 A Lease Rental Refunding Bonds”), (ii) principal of and interest on bonds of the Lessee designated as the “Refunding Revenue Bonds of 2012,” now outstanding in the amount of \$985,000 and maturing semi-annually over a period ending February 1, 2025 (the “2012 Revenue Refunding Bonds”), and (iii) lease rentals which are pledged to pay principal of and interest on bonds of the Lessor designated as the “Lease Rental Refunding Bonds, Series 2013A,” now outstanding in the amount of \$860,000 and maturing semi-annually over a period ending February 1, 2026 (the “2013A Lease Rental Refunding Bonds”) (the 2010 A Lease Rental Refunding Bonds, the 2012 Revenue Refunding Bonds and the 2013A Lease Rental Refunding Bonds, collectively, the “Senior TIF Obligations”). The Senior TIF Obligations are senior to the pledge of the Pledged TIF Revenues hereunder and any other Outstanding Parity TIF Obligations (as hereinafter defined) and Parity TIF Obligations. Once the Senior TIF Obligations are no longer outstanding, the Lessee may issue obligations payable from TIF Revenues which are junior and subordinate to this Lease, the Outstanding Parity TIF Obligations and any other Parity TIF Obligations.

The pledge of Pledged TIF Revenues as set forth in this Lease shall be on a parity with the payment of (i) lease rentals which are pledged to pay principal of and interest on bonds of the Lessor designated the “Lease Rental Bonds of 2014,” now outstanding in the amount of \$15,135,000 and maturing semiannually over a period ending August 1, 2039 (the “2014 Bonds”), (ii) principal of and interest on bonds of the City designated as the “Economic Development Subordinate Tax Increment Revenue Bonds, Series 2015,” now outstanding in the amount of \$3,705,000 and maturing semiannually over a period ending February 1, 2035 (the “2015 Bonds”), (iii) principal of and interest on bonds of the City designated as the “Economic Development Subordinate Tax Increment Revenue Bonds, Series 2017,” now outstanding in the amount of \$2,965,000 and maturing semiannually over a period ending February 1, 2023 (the “2017 Bonds”), (iv) principal of and interest on bonds of the City designated as the “Economic Development Subordinate Revenue Bonds of 2019,” now outstanding in the amount of \$1,200,000 and maturing semiannually over a period ending February 1, 2035 (the “2019 Bonds”), (v) principal of and interest on bonds of the City designated as the “Taxable Economic Development Subordinate Revenue Bonds of 2020 (Nova Tower Project),” now outstanding in the amount of \$1,673,000 and maturing semiannually over a period ending February 1, 2035 (the “2020 Nova Tower Bonds”) and (vi) principal of and interest on bonds of the City designated as the “Taxable Economic Development Subordinate Tax Increment Revenue Bonds of 2020 (Ellsworth Project),” now outstanding in the amount of \$3,435,000 and maturing semiannually over a period ending August 1, 2039 (the “2020 Ellsworth Bonds”) (the 2014 Bonds, the 2015 Bonds, the 2017 Bonds, the 2019 Bonds, the 2020 Nova Tower Bonds and the 2020 Ellsworth Bonds, collectively, the “Outstanding Parity TIF Obligations”).

17. Parity Public Safety LIT Obligations. As set forth in its Ordinance No. _____, adopted by the Common Council of the City on _____, 2020 (the “Public Safety LIT Revenue Pledge Ordinance”), the City reserves the right to pledge Public Safety LIT Revenues

to additional obligations, on a parity with the pledge of the Public Safety LIT Revenues to the payments due under this Lease (such obligations, herein, the “Parity Public Safety LIT Obligations”), in accordance with the terms of the Public Safety LIT Revenue Pledge Ordinance.

18. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

19. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

LESSEE:

CITY OF LAFAYETTE REDEVELOPMENT
AUTHORITY

CITY OF LAFAYETTE REDEVELOPMENT
COMMISSION

_____, President

Jos N. Holman, President

ATTEST:

ATTEST:

_____, Secretary

T.J. Thieme, Secretary

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Dennis H. Otten, Esq.

This document was prepared by Dennis H. Otten, Esq., Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204 (317) 684-5000.

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Authority (the “Authority”), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Jos N. Holman and T.J. Thieme, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and Jos N. Holman and T.J. Thieme to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Lease Agreement; that said WITNESS was present and saw said _____, _____, Jos N. Holman and T.J. Thieme execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

(Signature)

_____, Notary Public
(Printed Name)

Residing in _____ County, Indiana

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of the construction of a new multi-story municipal police station of approximately 65,000 square feet on the south side of Columbia Street between 6th and 7th streets in the City, together with a new parking garage of 500-600 spaces of which approximately 150 will be secured for police department parking and the remaining for City employee and public use, together with any necessary appurtenances, related improvements and equipment.

EXHIBIT B

DESCRIPTION OF REAL ESTATE

[INSERT DESCRIPTIONS FOR PARCELS FOR PROJECT AND FOR CITY HALL]

EXHIBIT C

ADDENDUM TO LEASE BETWEEN
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20____, by and between City of Lafayette Redevelopment Authority (the "Lessor"), and City of Lafayette Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2020 (the "Lease"); and

WHEREAS, it is provided in the Lease that the date by which the Lessor acquires an interest in the City Hall and the City Hall is available for use shall be endorsed on the Lease and shall be recorded as an addendum to the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Lessor has acquired an interest in the City Hall and the City Hall is available for use is _____, 202_.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE:

CITY OF LAFAYETTE REDEVELOPMENT
AUTHORITY

CITY OF LAFAYETTE REDEVELOPMENT
COMMISSION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 202_.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Addendum to Lease; that said WITNESS was present and saw said _____, _____, _____ and _____ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 202_.

(Signature)

_____, Notary Public
(Printed Name)

Residing in _____ County, Indiana

My Commission Expires: _____

EXHIBIT D

ADDENDUM TO LEASE BETWEEN
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20____, by and between City of Lafayette Redevelopment Authority (the "Lessor"), and City of Lafayette Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2020 (the "Lease"); and

WHEREAS, it is provided in the Lease that the date by which the Lessor acquires the Real Estate and the Leased Premises are available for use shall be endorsed on the Lease and shall be recorded as an addendum to the Lease and said addendum shall also provide for the release of the City Hall (as defined in the Lease) from the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Lessor has acquired the Real Estate and the Leased Premises are available for use is _____, 202_. The City Hall is hereby released from the Lease and is therefore no longer a portion of the Real Estate or the Lease Premises.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE:

CITY OF LAFAYETTE REDEVELOPMENT
AUTHORITY

CITY OF LAFAYETTE REDEVELOPMENT
COMMISSION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 202__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Addendum to Lease; that said WITNESS was present and saw said _____, _____, _____ and _____ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 202_.

(Signature)

_____, Notary Public
(Printed Name)

Residing in _____ County, Indiana

My Commission Expires: _____

EXHIBIT E

ADDENDUM TO LEASE BETWEEN
CITY OF LAFAYETTE REDEVELOPMENT AUTHORITY, LESSOR
AND CITY OF LAFAYETTE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2020, by and between City of Lafayette Redevelopment Authority, (the "Lessor"), and City of Lafayette Redevelopment Commission, (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2020 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE:

CITY OF LAFAYETTE REDEVELOPMENT
AUTHORITY

CITY OF LAFAYETTE REDEVELOPMENT
COMMISSION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Lafayette Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

Witness Signature

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Authority and _____ and _____ to be the President and Secretary of the City of Lafayette Redevelopment Commission, and to be the individuals who executed the foregoing Addendum to Lease; that said WITNESS was present and saw said _____, _____, _____ and _____ execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

(Signature)

_____, Notary Public
(Printed Name)

Residing in _____ County, Indiana

My Commission Expires: _____

Board Copy

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 7 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF \$2,835,481.04 DATED THIS DAY OF SEPTEMBER 24, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____	_____
_____	_____
_____	_____
_____	_____

Invoices to be Approved 9/24/2020

Invoices

Chase Bank	\$	618,171.14	
Old National Nova Tower	\$	110,150.00	
Old National Ellsworth	\$	1,072,945.39	
Chase Bank	\$	1,034,214.51	
Total Invoices			\$ 2,835,481.04
Grand Total			\$ 2,835,481.04



Board List by Voucher

Board: RD082120 8/21/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
9814	ADVANTAGE TITLE INC	08212020	INV	8/21/2020	618,171.14	625 COLUMBIA STREET-PURCHASE
			Board Total		618,171.14	

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Board List by Voucher

Board: RD062320 6/23/2020

Cash Account / Bank: 101380 - Cash - ONB ED Bd 20-Nova

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8076	KRIEG DEVAULT LLP	LAFC-00017	INV	6/23/2020	45,000.00	BOND ISSUE EXPENSE-ED REVENUE BOND 20-NOVA TOWER
15972	BAKER TILLY VIRCHOW KRAUSE LLP	BTMA5702	INV	6/23/2020	40,000.00	BOND ISSUE EXPENSE-ED REVENUE BOND 20-NOVA TOWER
15972	BAKER TILLY VIRCHOW KRAUSE LLP	BT1638947	INV	6/23/2020	4,000.00	BOND ISSUE EXPENSE-ED REVENUE BOND 20-NOVA TOWER
7704	CHOSNEK LAW, P.C.	653288	INV	6/23/2020	6,500.00	BOND ISSUE EXPENSE-ED REVENUE BOND 20-NOVA TOWER
8264	OLD NATIONAL BANK	06232020	INV	6/23/2020	1,150.00	ED BOND 20 NOVA TOWER-ACCEPTANCE/ANNUAL TRUSTEE FE
15899	FROST BROWN TODD LLC	0117185.07333 02	INV	6/23/2020	3,500.00	BOND ISSUE EXPENSE-ED REVENUE BOND 20-NOVA TOWER
7445	FIRST MERCHANTS BANK	06232020	INV	6/23/2020	10,000.00	BOND ISSUE LOAN FEE-ED REVENUE BOND 20-NOVA TOWER
			Board Total		110,150.00	



Board List by Voucher

Board: RD091020 9/10/2020

Cash Account / Bank: 101385 - Cash - ONB ED Bd 20-

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
16992	REBAR LAFAYETTE INC	09102020	INV	9/10/2020	1,072,945.39	ED BOND 20 ELLSWORTH-CONSTRUCTION DRAW #1
			Board Total		1,072,945.39	



Board List by Voucher

Board: RD092420 9/24/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
12861	INDIANA DESIGN CONSORTIUM INC	7297	INV	9/24/2020	900.00	MANAGEMENT AUG 2020-MAIN ST STREETScape PH 3
9117	INDUSTRIAL WASTE MANAGEMENT CONSULTING GROUP LLC	28177	INV	9/24/2020	3,000.00	PHASE I ESA-MUNICIPAL BUILDING
11207	JOHN JACKSON KLINK	082820	INV	9/24/2020	1,100.00	FRESH AIR EATS PROMO VIDEO
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	53579	INV	9/24/2020	2,940.00	DEPOT SECURITY-AUGUST 2020
7475	T BIRD DESIGN SERVICES CORPORATION	8866	INV	9/24/2020	1,134.25	SOUTH 8TH STREET REDEVELOPMENT
12877	DUNCAN SUPPLY COMPANY INC	276947401	INV	9/24/2020	27,546.00	LAFAYETTE THEATER HVAC UNITS
14549	CORE PLANNING STRATEGIES LLC	2019-023-09	INV	9/24/2020	9,175.00	POLICE STATION RFP
9160	BUTLER, FAIRMAN & SEUFERT INC	90275	INV	9/24/2020	2,110.00	PROF SVCS-4TH ST PAVEMENT MARKING/SIGNAGE PLAN
7475	T BIRD DESIGN SERVICES CORPORATION	8872	INV	9/24/2020	15,567.30	STREETScape 2019
7558	KETTELHUT CONSTRUCTION INC	6617-17	INV	9/24/2020	44,400.00	LOEB STADIUM CONSTRUCTION MANAGEMENT
7558	KETTELHUT CONSTRUCTION INC	6617-18	INV	9/24/2020	37,000.00	LOEB STADIUM CONSTRUCTION MANAGEMENT
6837	AMERICAN STRUCTUREPOINT INC	130640	INV	9/24/2020	2,923.13	LOEB STADIUM ENGINEERING
15145	GREGORY S NAPIER	1135	INV	9/24/2020	1,190.00	LOEB STADIUM-UTILITY COORDINATION
16900	ALDERSON COMMERCIAL GROUP INC	20-4013-4	INV	9/24/2020	345,513.96	LAFAYETTE PUBLIC WORKS-SALT DOME
2216	MOTOROLA SOLUTIONS INC	41289703	INV	9/24/2020	28,110.05	RADIO EQUIPMENT-FIRE TRUCK 2020
1582	RIETH-RILEY CONSTRUCTION CO INC	3401032-04	INV	9/24/2020	128,054.92	MAIN STREET STREETScape-PHASE III-CONSTRUCTION
1360	HOOSIER FIRE EQUIPMENT INC	107132	INV	9/24/2020	251.00	2020 FIRE TRUCK-EQUIPMENT



Board List by Voucher

Board: RD092420 9/24/2020

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

9179	MUNICIPAL EMERGENCY SERVICES INC	IN1490414	INV	9/24/2020	808.91	FIRE TRUCK 2020 EQUIPMENT
1360	HOOSIER FIRE EQUIPMENT INC	107193	INV	9/24/2020	25,847.85	FIRE TRUCK 2020 EQUIPMENT
1360	HOOSIER FIRE EQUIPMENT INC	107232	INV	9/24/2020	210.00	2020 FIRE TRUCK-EQUIPMENT
8902	RIGG'S MOWERS & MORE INC	1163007	INV	9/24/2020	987.00	FD110-PORTABLE INVERTER GENERATOR ON FD109
6837	AMERICAN STRUCTUREPOINT INC	130645	INV	9/24/2020	34,000.00	LAFAYETTE POLICE STATION-PREDESIGN
9160	BUTLER, FAIRMAN & SEUFERT INC	90231	INV	9/24/2020	25,966.00	SOUTH 9TH ST FROM BRICK N WOOD TO VMP-ENGINEERING
1024	ENNIS-FLINT INC	249564	INV	9/24/2020	16,421.80	MATERIALS-4TH STREET MARKING
7704	CHOSNEK LAW, P.C.	15719A	INV	9/24/2020	2,491.00	LEGAL SERVICE TIF-AUGUST 2020
9179	MUNICIPAL EMERGENCY SERVICES INC	CM122823	CRM	9/24/2020	-710.45	RETURNED-FIRE TRUCK 2020 EQUIPMENT
9160	BUTLER, FAIRMAN & SEUFERT INC	90144	INV	9/24/2020	770.00	TWYCKENHAM BLVD BETWEEN POLAND HILL & S 9TH
9160	BUTLER, FAIRMAN & SEUFERT INC	90145	INV	9/24/2020	48,443.08	TWYCK BLVD BETWEEN POLAND HILL & S 9TH-CONS MGMT
16540	BEAM, LONGEST AND NEFF LLC	64535	INV	9/24/2020	1,466.40	CONCORD ROAD IMPROVEMENT STUDY-COUNTY
3209	TIPPECANOE COUNTY GOVERNMENT	09242020	INV	9/24/2020	121,865.40	REIMB COUNTY-DREDGING DISMAL CREEK-HUEY EXCAVATING
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000019	INV	9/24/2020	10,899.50	MAIN ST STREETScape PHASE 3&4
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	53586	INV	9/24/2020	5,354.00	INCENTIVE-ENGINEERING AND INDUSTRIAL SVCS
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-I-0000006	INV	9/24/2020	29,700.78	MAIN ST STREETScape PH 3 INSPECTION
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19967	INV	9/24/2020	956.75	A.ROSS STORMWATER CONVEYANCE PROJECT



Board List by Voucher

Board: RD092420 9/24/2020

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

7475	T BIRD DESIGN SERVICES CORPORATION	8898	INV	9/24/2020	1,000.00	DISMAL CREEK DRAIN CROSSING INVESTIGATION
17017	CHRISTOPHER L HUEY	872	INV	9/24/2020	33,300.00	DREDGING PROJECT DISMAL CREEK DITCH
2145	MILESTONE CONTRACTORS LP	134031	INV	9/24/2020	9,298.32	BASE FOR NEW SALT DOME
7475	T BIRD DESIGN SERVICES CORPORATION	8860	INV	9/24/2020	14,222.56	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
			Board Total		1,034,214.51	



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City of Lafayette, IN
BOARD SUMMARY

P 6
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BOARD: RD092420 09/24/2020

FUND	ACCOUNT		AMOUNT	AVLB BUDGET
4710	4710-00-000-0000-00000-000000-202003-	Accounts Pay - TippCo Mc TI	158,207.29	
4710	4710-00-000-0000-00000-000000-206000-	Retainage Payable	-38,390.44	
4710	4710-06-000-0000-00000-000000-431010-	Prof. Services - Legal	132.50	-998.18
4710	4710-06-000-0000-00000-000000-431080-	Prof. Services - Contract S	381.26	-15,488.11
4710	4710-06-000-0000-00000-000000-440440-	Capital Asset Expense	987.00	-987.00
4710	4710-06-000-0000-00000-000000-444160-	Capital Asset Purchase	461,942.64	-1,977,735.22
			<u>FUND TOTAL</u>	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001- BALANCE			20,306,259.20	
				583,260.25
4720	4720-06-000-0000-00000-000000-431010-	Prof. Services - Legal	2,226.00	-19,362.66
4720	4720-06-000-0000-00000-000000-431070-	Prof. Services - Consulting	12,175.00	-292,540.26
4720	4720-06-000-0000-00000-000000-431080-	Prof. Services - Contract S	37,210.00	-118,474.24
4720	4720-06-000-0000-00000-000000-439050-	Grant Award-Incentive	5,354.00	-471,466.50
4720	4720-06-000-0000-00000-000000-439420-	Economic Development	205,618.55	-3,979,033.79
4720	4720-06-000-0000-00000-000000-444160-	Capital Asset Purchase	113,059.13	-1,192,012.28
			<u>FUND TOTAL</u>	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001- BALANCE			20,306,259.20	
				375,642.68
4730	4730-00-000-0000-00000-000000-126100-	Intergovernmental Rec - IND	60,143.26	
4730	4730-06-000-0000-00000-000000-431010-	Prof. Services - Legal	132.50	-998.16
4730	4730-06-000-0000-00000-000000-444160-	Capital Asset Purchase	15,035.82	-411,142.42
			<u>FUND TOTAL</u>	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001- BALANCE			20,306,259.20	
				75,311.58
			<u>BOARD SUMMARY TOTAL</u>	1,034,214.51
			<u>GRAND TOTAL</u>	1,034,214.51