CITY OF LAFAYETTE

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

Meeting April 28, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. April 21, 2020

Documents:

04212020.pdf

BIDS UNDER ADVISEMENT

a. Columbian Park Carousel Project

b. Columbian Park Lagoon Dredging Improvements

c. Public Works Campus, Phase 1

d. Memorial Island Phase 3 (Columbian Park)

OLD BUSINESS

a. Contract With Butler, Fairman & Seufert For S. 9th Street Reconstruction From Brick N Wood Drive To Veterans Memorial Pkwy Project (Tabled 4/21/2020)

Documents:

Contract with BFS-S. 9th Street Reconstruction.pdf

NEW BUSINESS

Lafayette Renew

a. Recommendation For Award-Pearl River Sewer Relocation Project

Documents:

Recommendation for Award-Pearl River.pdf

CLAIMS

A list of all permits issued for the preceding week is available at
http://www.lafayette.in.gov/DocumentCenter/Index/375

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
April 21, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, April 21, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Norm Childress. Absent: Ron Shriner and Amy Moulton

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

President Henriott called the meeting to order.

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

MINUTES

Mrs. Murray moved for approval of the minutes from the April 14, 2020 regular meeting. Mr. Childress seconded. Passed.

BID OPENING

Memorial Island Phase 3 (Columbian Park)

This being the time set to open bids for the Memorial Island Phase 3 (Columbian Park) and the following bids were received and opened:

Morgan Constructors, LLC
Lafayette, Indiana

Base Bid: $6,999,000.00
Alternate #1: $607,380.00

J.R. Kelly Company
Lafayette, Indiana

Base Bid: $6,581,000.00
Alternate #1: $369,000.00

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

BIDS UNDER ADVISEMENT

Pearl River Relocation Project

President Henriott stated that this item will remain under advisement.

Columbian Park Carousel Project

President Henriott stated that this item will remain under advisement.

Columbian Park Lagoon Dredging Improvements

President Henriott stated that this item will remain under advisement.

Public Works Campus, Phase 1

President Henriott stated that this item will remain under advisement.

NEW BUSINESS

Engineering

Contract with Butler, Fairman & Seufert for S. 9th Street Reconstruction from Brick N Wood Drive to Veterans Memorial Pkwy Project

Jeromy Grenard, Public Works Director, requested that this item be tabled at INDOT's request regarding the boilerplate contract recall. Mr. Childress moved to table this item. Mrs. Murray seconded. Tabled.

Contract with Fisher Engineering for Main Street & Kossuth Street Intersection Improvement Project

Mr. Grenard presented to the Board and recommended approval of a Contract with Fisher Engineering for Main Street and Kossuth Street Intersection Improvement Project. The contract is in the amount of $49,585.00 and will address pedestrian safety and efficiency between the new Loeb Stadium and the parking lot at the old Osco Drug site at Main and Kossuth Streets. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Loeb Stadium Bid Package #1-General Trades-Change Order #4

Mr. Grenard presented to the Board and recommended approval of Loeb Stadium Bid Package General Trades-Change Order #4 with J.R. Kelly Company. The change order is a change in conditions for Main Street remediation and a waterline relocation at the zoo parking lot. The change order is in the amount of $51,057.00 which brings the revised contract amount to $10,517,695.00, a .36% change in original contract. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Loeb Stadium Bid Package #1-General Trades-Change Order #5

Mr. Grenard presented to the Board and recommended approval of Loeb Stadium Bid Package General Trades-Change Order #5 with J.R. Kelly Company. The change order consists of plan modifications to the press and field level drainage along with door hardware changes. The change order is in the amount of $4,113.00 which brings the revised contract amount to $10,521,808.00, a .40% change in original contract. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Loeb Stadium Bid Package #5-Aluminum Entrances/Storefront/Window Units-Change Order #1

Mr. Grenard presented to the Board and recommended approval of Loeb Stadium Bid Package #5 Aluminum Entrances/Storefront/Window Units-Change Order #1. The change order consists of door hardware change. The change order is a reduction in the amount of ($198.00) which brings the revised contract amount to $546,862.00. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Loeb Stadium Bid Package #7-Mechanical-Change Order #2

Mr. Grenard presented to the Board and recommended approval of Loeb Stadium Bid Package #7 Mechanical-Change Order #2. The change order consists of plan modifications for approved backflow devices in the food services area along with press and field level drainage. The change order is in the amount of $63,843.00 which brings the revised contract to $1,805,755.00, a 3.2% change in original contract. Mrs. Murray moved for approval. Mr. Childress seconded. Passed. Mr. Childress requested information regarding the variance in the markups. Mr. Grenard stated he will get Mr. Childress that information. Mr. Grenard stated that were some plan omissions for drainage that have been addressed with the architect. The architect will be paying 15% of the change orders.

Loeb Stadium Bid Package #8-Electrical-Change Order #3

Mr. Grenard presented to the Board and recommended approval of Loeb Stadium Bid Package #8 Electrical-Change Order #3. The change order consists of plan changes for the door hardware modification along with flagpole lighting. The change order is in the amount of $8,498.00 which brings the revised contract amount to $2,024,328.00 Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Loeb Stadium Bid Package #8-Electrical-Change Order #4

Mr. Grenard presented to the Board and recommended approval of Loeb Stadium Bid Package #8 Electrical-Change Order #4. The change order consists of plan changes for the door hardware modification along with an addition of 2 (two) extra conduits between the new water slides Loeb outfield wall. The change order is in the amount of $16,020.00 which brings the revised contract amount to $2,040,348.00. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Lafayette Housing Authority

Agreement between Lafayette Housing Consortium and Faith Community Development Corp. 2019 Project #1-N. 8th Street

Mayor Roswarski presented to the Board and recommended approval of an Agreement between Lafayette Housing Consortium and Faith Community Development Corp. 2019 Project #1-N. 1025 8th Street. The agreement is in the amount of $60,000.00. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Lafayette Renew

Change Order #1-North Street Phase 2 Improvement Project

Brad Talley, Lafayette Renew Superintendent, presented to the Board and recommended approval of Change Order #1 for North Street Phase 2 Improvements Project with Reith-Riley. The change order is in the amount of $145,790.39 which brings the revised contract amount to $2,115,169.69. The change order encompasses quantity adjustments for the project and also includes street lighting and re-work of Phase 1 landscaping that was requested by the City. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Certificate of Completion-North Street Phase 2 Improvements Project

Mr. Talley presented to the Board and recommended approval of a Certificate of Completion of the North Street Phase 2 Improvements Project dated April 14, 2020. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Amendment #2-Services Area 21 Phase 1 Project with HWC Engineering

Mr. Talley presented to the Board and recommended approval of Amendment #2 for Service Area 21 Phase 1 Project with HWC Engineering. The amendment incorporates additional geotechnical investigation and increased construction progress participation as requested by the City. The amendment is in the not-to-exceed amount of $22,500.00 foe Task 4 bringing the revised contract amount to $147,500.00. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Amendment #1-40 & 8 Lift Station and Force Main Replacement Project with Wessler Engineering

Mr. Talley presented to the Board and recommended approval of Amendment #1 for 40 & 8 Lift Station and Force Main Replacement Project with Wessler Engineering. The amendment incorporates right-of way services that were not included in the original contract. The amendment is in the not-to-exceed amount of $29,890.00 which brings the revised contract to $107,790.00. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Amendment #1-Northeast Area Sewer Replacement Project with Wessler Engineering

Mr. Talley presented to the Board and recommended approval of Amendment #1 for Northeast Area Sewer Replacement Project with Wessler Engineering. The amendment incorporates additional geotechnical investigation and railroad flagging during the design process. The amendment is in the not-to-exceed amount of $9,500.00 bringing the revised contract amount to $102,750.00. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Purchasing

Declaration of Worthless Property-Sanitation Department

Mayor Roswarski presented to the Board and recommended approval of a Declaration of Worthless Property for the Sanitation Department that includes a 2004 Lodal Split body recycling Truck VIN#1L9AZ6AB64K006788 City#24111 and 2004 Lodal EVO-T35-C275 Recycling Truck Vin#1L9AZ6AB64K006791 City#24105. These items have been replaced and will be scrapped. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Declaration of Worthless Property-Street Department

Mayor Roswarski presented to the Board and recommended approval of a Declaration of Worthless Property for Street Department that includes a 1995 Mauldin Asphalt Roller 4000 VIN#40-9504-109 City#9555. This item has been replaced and will be scrapped. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Vehicle Trade-In Authorization for Street Department

Mayor Roswarski presented to the Board and recommended approval of a Vehicle Trade-In Authorization for Street Department for a 2004 GMC C8500 Single Axle Dump Truck VIN#1GDP8C1354F505015 City#2422, 2009 Western 10' MC HD Plow on 2422 VIN#09040720669729350 City#2927P and 2008 Ford F750 Packer Heavy Duty Truck VIN#3FRXF75V88V653112 City#28120. The vehicles w listed will be authorized for trade-in on an upcoming vehicle purchase. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $721,972.94. President Henriott asked if there were any further questions and there were none. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

MISCELLANEOUS

Special Event Request-Farmer's Market

President Henriott presented to the Board and recommended approval of a Special Event Request for the Lafayette Farmer's Market for be held every Saturday from May through October from 5:00am-1:30pm located on 5th Street between Main Street and Columbian Street. President Henriott stated that the event organizers have gone to great lengths to adhere to the restrictions set by the State of Indiana in regarding to participation, spacing and vendors restriction. Mayor Roswarski stated that the State has deemed farmer's markets as essential business in the agriculture field. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Time: 9:27 a.m.

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

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

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

CITY OF
LAFAYETTE

Office of the City Engineer

April 21, 2020

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

Dear Board Members:

You have before you the Contract with Butler, Fairman, and Seufert for the S 9th Street Reconstruction from Brick N Wood Drive to Veterans Memorial Parkway Project. This Project will add capacity, improve the pavement conditions, and add pedestrian connectivity in this part of the City. Major components of this Project include:

- Widen S 9th Street from 2 lanes to 3 lanes, improving traffic flow.
- Addition of storm sewer and curb and gutter
- Addition of a multi-use trail for pedestrians and bicyclists
- Addition of pedestrian-scale lighting
- Intersection improvement at the intersection of S 9th Street

The contract amount for this project is $726,580.00. This is a Federal Aid project, and thus it will be paid for with 80% Federal funds and 20% local funds.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Jeromy L. Grenard

Jeromy L. Grenard, PE, PTOE
City Engineer / Public Works Director

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2020 ("Effective Date") by and between City of Lafayette, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Butler, Fairman & Seufert, Inc. ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1900482

Project Description: South 9th Street from Brick N Wood Drive to Veterans Memorial Parkway

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 15, 2025. 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 **$ 726,580.00.**

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, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors 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 Contact. 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:

Mr. Jeromy Grenard, PE
Lafayette Engineer and Public Works Director
20 N. 6th Street
Lafayette, IN 47901

Notices to the CONSULTANT shall be sent to:

Butler, Fairman & Seufert
8450 Westfield Blvd, Suite 300
Indianapolis, IN 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:

Mr. Jeromy Grenard, PE
Lafayette Engineer and Public Works Director
20 N. 6th Street
Lafayette, IN 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.

[Remainder of Page Intentionally Left Blank]

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
BUTLER, FAIRMAN and SEUFERT, INC.

Chris W. Wheatley

Signature
Chris Wheatley
Vice President

Attest:

Signature
Mindy Miller, 1st Deputy Clerk

LOCAL PUBLIC AGENCY
CITY OF LAFAYETTE BOARD OF WORKS

Signature
Gary Henriott, President

Signature
Cindy Murray, Member

Signature
Norm Childress, Member

Signature
Ron Shriner, Member

Signature
Amy Moulton, Member

Date:

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:

Project Description:

A. Project Limits on South 9th Street are from Brick N Wood Drive to the north side of Veterans' Memorial Parkway.

Proposed improvements include:

1. Roadway reconstruction to provide two travel lanes of traffic (one in each direction, approximately 0.92 mile in length) with a center two-way left turn lane (no raised medians)
2. Intersection improvements at South 9th Street and Ortman Lane
3. Concrete curb and gutter
4. Concrete drive approaches
5. Multi-use trail throughout the length of South 9th Street from the Brick N Wood Drive intersection to Veterans' Memorial Parkway
6. Sidewalk on the opposite side of multi-use trail along South 9th Street from Brick N Wood Drive to Ortman Lane; constraints will be assessed to determine if segments of sidewalk are feasible south of Ortman Lane to Veterans' Memorial Parkway
7. PROWAG compliant curb ramps
8. Coordination with LPA and Amelia Earhart Elementary School
9. Storm sewer that will utilize existing outlet locations and storm sewer trunklines, where feasible and present in the northern section of the project
10. Pedestrian scale LED lighting
11. Pedestrian traffic signal heads, accessible push buttons and PROWAG compliant curb ramps at the intersection of South 9th Street and Veterans' Memorial Parkway

The CONSULTANT shall be responsible for performing the following activities:

Services by the CONSULTANT:

B. SURVEY AND FIELD DATA COLLECTION:

1. Complete level circuit and Topographic Field Survey
2. Topographic information will be collected within the proposed project limits to facilitate an accurate design and as a minimum the survey will include location of grade breaks, roads, drives, sidewalks, tree lines, mailboxes, face of buildings, fire hydrants, visible evidence of wells, overhead & buried utilities as marked by IUPPS, and storm &

sanitary structures with depth measurements.

3. The Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 and will be integrated with the United States Public Land System as based on the Indiana Geospatial Coordinate System (InGCS) for Tippecanoe County.
4. Benchmarks will be established, and descriptions provided for or adjacent to the proposed site at a minimum of four (4) locations. Datum will be NAVD 88.
5. Research will be conducted for current land owner deeds, plats, surveys, and previous project plans to determine current ownership, addresses, approximate property line locations, and apparent street right-of-ways within the project limits.
6. Underground utilities and features will be located based upon above ground markings provided by others. No independent investigation of subsurface features or environmental conditions will be performed.

C. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual.

The environmental document completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Crawfordsville District, the INDOT Office of Environmental Services, and the Federal Highway Administration.

The CONSULTANT shall provide the following services and environmental documentation:

1. Public Involvement:

a. If the project meets the minimum requirements for Public Involvement per the current *Indiana Department of Transportation (INDOT) Public Involvement Manual*, the CONSULT ANT shall prepare and advertise a legal notice offering the public the opportunity to request a Public Hearing. If no requests are forthcoming prior to the established deadline date, the CONSULTANT shall obtain Public Involvement Certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.

b. If limited requests for a Public Hearing are received or it is determined by the CONSUL TANT that the comments received could be adequately answered by meeting with those respondents, a Public Meeting will be organized and held to answer their specific questions. Minutes of the Public Meeting will be taken along with a list of attendees. All comments made in the Public Meeting will be answered and submitted to the INDOT Public Hearings Section for Public Involvement Certification prior to receiving final environmental document approval.

c. If a Public Hearing is required, or the LP A desires to hold a Public Hearing, the CONSULTANT shall prepare and advertise a legal notice, coordinate, and prepare a Public Hearing. After the Public Hearing is held, the CONSULTANT will prepare a transcript and comment/response sheets. Subsequent to the requirements of the Public

Hearing, the CONSULTANT shall obtain Public Involvement Certification from the INDOT Public Hearings Section prior to receiving final environmental document approval.

2. Red Flag Investigation.

3. USFWS Coordination via IPaC web application (for bats)

4. Early coordination with various required local, state and federal agencies.

5. Project corridor impact evaluation including:

   a. Waters Report and wetland determination/delineation, if required
   b. Ecological Evaluation Form
   c. Threatened and endangered species review
   d. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews.
   e. Floodplain review
   f. Farmland review and completion of the Farmland Conversion Impact Rating form (NRCS-CPA-106) for corridor type projects.
   g. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews.
   h. Identification and recording of existing documentation in regards to the criteria air pollutants and the conformity status of the project in addition to identifying additional requirements beyond conformity (hot spot analyses and mobile source air toxics analyses) that may be applicable.
   j. Community impacts, Indirect and Cumulative Impacts, Relocation Studies.
   k. Determination of the Regulatory Permits required for the project.

6. Section 106 Consultation including, as appropriate,

   a. Historic Property Report
   b. Coordination with Consulting Parties
   c. Archaeological Field Reconnaissance, Phase Ia (to be performed by N/S Services)
   c. Preparation of 36 CFR 800.11(d) ("No Historic properties Effected") or 800.11 (e) ("No Adverse Effect") based upon results of the Historic Property Report and consultation with the State Historic Preservation Officer (SHPO), the Indiana Department of Transportation (INDOT) Cultural Resources Section (CRS) and other consulting parties.

7. Waterway Permits
   a. IDEM 401 / USACE 404 Permits (Regional General Permit Notification Form)
   b. IDNR Construction in a Floodway Permit (roadway approach work within the regulated floodway of Elliot Ditch)

Items not included in the above descriptions include the following:

1. Tree, wetland or stream mitigation plans.
3. Section 106 documentation, meetings or the advertising of legal notices for an "Adverse Effect" finding pursuant to 36 CFR 800.11(e), (f) or (g).

4. Preparation of a Memorandum of Agreement associated with 36 CFR 800.11 (e) for an "Adverse Effect".
5. Noise analysis.
6. Endangered species studies or reports.
7. Archaeological studies beyond a Phase la reconnaissance.
8. Completion of a Phase I or II Environmental Site Assessment to determine specific contamination.

These items will constitute a change of scope and will be paid for either under Additional Services or as a lump sum fee.

D. UTILITY COORDINATION & RAILROAD SERVICES

UTILITY COORDINATION

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Initiate contact with INDOT Railroad Oversight Agent to coordinate approval for no railroad involvement certification.
2. Finalize coordination with INDOT Railroad Oversight Agent with final plans and MOT for no railroad involvement certification.
3. Prepare, route for approval, and coordination completion of railroad coordination certification form.
4. Input information into the INDOT Utility Tracking Application (UTA) as needed throughout the utility coordination process to keep UTA updated, and coordinate with INDOT Oversight Agent staff as necessary.
5. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
6. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
7. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.
8. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
9. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
10. Prepare SUE plans for use by the provider and coordinate to ensure their efforts cover the SUE scope.
11. Supervise all SUE efforts to collect data on the exact location and elevation of the existing utilities chosen to be potholed with the LPA, utilities, and subcontractor.
12. Review providers SUE submittal information

13. Coordinate incorporation of necessary SUE information into project plans and specifications
14. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.
15. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
16. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
17. Prepare, route and coordinate any agreements necessary for utility relocations.
18. Prepare utility coordination certification, utility special provision, utility relocation Gantt chart for final submittals.
19. Issue all approved work plan and notice to proceed letters to the utilities unless otherwise directed by the LPA or INDOT.

UTILITY COORDINATION CONSTRUCTION PHASE

The CONSULTANT shall perform utility coordination during relocations or construction phase which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
2. Follow-up with utilities throughout their relocation timelines to keep up-to-date on completion dates.
3. Attend the project pre-construction meeting.
4. Attend field meetings and or utility related conference calls.
5. Remain active throughout construction as needed for unforeseen conditions.

SUBSURFACE UTILITY INVESTIGATION AND QUALITY LEVEL B (QL-B) LOCATES (SUBCONSULTANT)

The CONSULTANT shall make or cause to be made a complete subsurface utility investigation including potholing and location services to identify the projects known conflict points and missing utility location information needed to complete the project and complete quality level B (QL-B) utility location survey including information identified through standard utility locate practices or ground penetrating radar (GPR) of buried utilities within the limits of the project.

E. UTILITY COORDINATION SURVEY ASSISTANCE

UTILITY RELOCATION STAKING

The CONSULTANT shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis for the hourly not to exceed amount established in Appendix D.

SUBSURFACE UTILITY ENGINEERING (SUE) SURVEY

The CONSULTANT shall also coordinate sending a survey crew back onsite to pick up exact locations and elevations of the potholed utilities, then add that information to the plans. This

work will be performed on an as needed basis for the hourly not to exceed amount established in Appendix D.

EXISTING UTILITY SURVEY
The CONSULTANT shall submit Indiana 811 tickets to get existing utilities located throughout the project limits in specific areas of concern due for design and utility coordination purposes in the event that utility was not marked for original topographic survey, or additional information is needed, which would require additional site visits for survey collection.

E. DESIGN AND PLANS:

1. Project Limits are on South 9th Street from Brick N Wood Lane to Veterans Memorial Parkway.

2. The CONSULTANT shall prepare conceptual design plans, including three typical sections and layouts for three intersection scenarios at South 9th Street and Ortman Lane, to assist the LPA in determining preferred design elements and associated project impacts.
   Following the conceptual design phase, the CONSULTANT shall preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for a Public Involvement, no further work shall be done on the plans, unless and until specifically directed by the LOCAL PUBLIC AGENCY.

3. Preliminary Field Check Plans and Meeting: The CONSULTANT shall prepare necessary information and conduct a Preliminary Field Check.

4. The CONSULTANT shall prepare Preliminary and Final Storm water drainage design within the project limits of the project.

5. Final Right-of-Way Plan and Submittal: The CONSULTANT shall submit Final Right-of-Way plans to the LPA for review and approval.

6. Final Tracings Submittal and Review: Following receipt of the public hearing certification, the CONSULTANT shall complete the final contract plans (Final Tracings), special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL

PUBLIC AGENCY, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The CONSULTANT shall submit Final Tracings Plans to the LPA and INDOT for review and approval.

7. Final Package Submittal: The CONSULTANT shall submit to INDOT all required documentation for the Final Package Submission.

8. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT's Contract Information Book and addressing contractor inquiries.

9. The CONSULTANT shall assist the LPA in obtaining permits and approvals for the Rule 5/ Erosion Control plans from the Indiana Department of Environmental Management.

Items not included in the above descriptions, but can be provided under a supplemental agreement, include the following:

1. Documentation and submittal for Level 1 Design Exceptions necessitating a Stage 1 submittal.
2. Stage 2 Submittal.
3. Railroad coordination
4. Utility relocation design

F. GEOTECHNICAL INVESTIGATION

The CONSULTANT shall make or cause to be made a complete Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984. For bridge structures, the CONSULTANT shall make or cause to be made all the necessary borings and subsurface explorations and the analysis thereof in accordance with "General Instructions for Bridge Structure Investigations", dated 1 June 1984. Copies of both are on file with INDOT and the documents are incorporated herein by reference and is made a part hereof. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the foundation. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines' dated December 9, 1987. A copy of the document is on file with the INDOT, Division of Materials and Tests, Geotechnical section.

G. PAVEMENT DESIGN

The CONSULTANT shall make or cause to be made a pavement design in accordance with INDOT the latest INDOT requirements.

H. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following, which shall become the property of the LOCAL PUBLIC AGENCY:

1. Set of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets prepared in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

2. Set of Special Provisions for the Specifications in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

3. Copy of the construction cost estimates in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

4. Copy all design computations, Indexed, Paged and Bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

I. The CONSULTANT shall attend all such conferences with the officials of the LOCAL PUBLIC AGENCY and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

J. Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LOCAL PUBLIC AGENCY. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

K. RIGHT OF WAY ENGINEERING

1. The CONSULTANT shall provide RIGHT-OF-WAY ENGINEERING for an estimated 19 fee parcels and 10 temporary parcels in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:
2. Prepare any necessary single parcel Right-of-Way Exhibits, including, but not limited to, right-of-entry exhibits.
3. Prepare Right-of-Way Engineering Plans.
4. Provide a documented 20-year title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation (INDOT).
5. Provide legal descriptions and land plats for each fee parcel prepared and certified by an Indiana Registered Surveyor and transfer documents.
6. Provide legal descriptions for each temporary parcel prepared and certified by an Indiana Registered Surveyor and transfer documents.
7. Provide updated T&E reports if necessary.
8. Provide an Appraisal Problem Analysis (APA) for each parcel prepared by an appraiser as approved by INDOT.
9. Complete a Location Control Route Survey Plat for the project limits
10. Physical monumentation will be established as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12
11. Parcel staking for land acquisition, once per parcel.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.

2. Standard Specifications and standard drawings applicable to the project

3. Plans of existing bridge within the project limits

4. All written views pertinent to the location and environmental studies that are received by INDOT

5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)

6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)

7. Available data from the transportation planning process

8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas

9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

10. Aerial Survey information

11. Existing water quality data

12. Laboratory tests for pavement investigation

13. Pavement design analysis

14. Geotechnical investigation, if applicable

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 (based on an assumed Letting date of 1/15/2025):

A.	Survey and Field Data Collection	110 days from Notice to Proceed
B.	Environmental Services a. Draft Environmental Document approved by INDOT and available for release to the public within 360 days after Notice to Proceed. b. Public Involvement requirements certified within 105 calendar days after approval of the Draft Environmental Document. c. Final Environmental Document approval within 45 days after receipt of Public Involvement certification.	
C.	Field Check Held	380 days from Notice to Proceed
D.	Right of Way Engineering	90 days from Field Check
E.	Stage 3 Submission	August 23, 2024 - 75 days prior to RFC
F.	Final Tracing Submission	October 7, 2024 - 30 days prior to RFC

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee, not to exceed $ 726,580.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

2. The CONSULTANT will be paid for the work performed under this agreement on a lump sum basis in accordance with the following schedule:

a.	Survey and Field Data Collection	$ 38,700.00
b.	Environmental Document	$ 37,600.00
c.	Public Involvement Process	
	1. Public Information Meeting	$ 6,800.00
	2. Public Hearing and Transcript	$ 14,200.00
d.	Waters Permits	$ 7,800.00
e.	Utility Coordination	$ 15,600.00
f.	Utility Coordination Construction Phase	$ 6,900.00
g.	Design and Plans	$ 369,400.00
	SUBTOTAL	**$ 497,000.00**

3. The CONSULTANT will be paid Unit Rates for the Right-of-Way Engineering services performed under this Agreement in accordance with the following schedule:

	Quantity	Unit Price	Total
Right-Of-Way Plans	1 EACH	$ 9,800.00	$ 9,800.00
T&E Reports	19 EACH	$ 400.00	$ 7,600.00
Fee Parcel Legals, Land Plats, & Transfer Documents	19 EACH	$ 2,350.00	$ 44,650.00
Temp Parcel Legals & Transfer Documents	10 EACH	$ 1,890.00	$ 18,900.00
T&E Updates	19 EACH	$ 100.00	$ 1,900.00
Parcel Staking	29 EACH	$ 190.00	$ 5,510.00
Appraisal Problem Analysis	29 EACH	$ 250.00	$ 7,250.00
Location Control Route Survey Plat	1 EACH	$ 6,500.00	$ 6,500.00
		SUBTOTAL	**$ 102,110.00**

4. The LOCAL PUBLIC AGENCY agrees to compensate the CONSULTANT for On-Call Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee. The CONSULTANT will be paid for the following work under additional services, or on a fixed fee basis, in accordance with the following schedule:

a.	Utility Relocation Staking	$	3,100.00
b.	SUE Survey	$	3,600.00
c.	Existing Utility Survey	$	2,000.00
d.	Construction Observation	$	15,000.00
	SUBTOTAL	**$**	**23,700.00**

5. The CONSULTANT shall be reimbursed for direct project-related expenses. Subconsultant reimbursable expenses will be invoiced at cost with no mark-up. Estimated reimbursable expenses are:

a.	Archaeological Investigation (NS Services)	$	3,650.00
b.	Subsurface Utility Investigation & QL-B Locates	$	20,775.00
b.	Geotechnical Investigation and Report (GeoSolutions, Inc.)	$	35,000.00
c.	Pavement Design Services (Resource International, Inc.)	$	15,845.00
d.	Erosion Control Design/ Rule 5 Permit (Resolution Group)	$	13,500.00
	SUBTOTAL	**$**	**88,770.00**
	TOTAL	**$**	**726,580.00**

6. The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment:

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.

2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, 6 (changes in work), as set out in this Agreement.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2020 HOURLY RATE SCHEDULE

Classification		Hourly Rates
E-V	Engineer V (Principal)	$ 235.00
E-IV	Engineer IV	$ 194.00
E-III	Engineer III	$ 168.00
E-II	Engineer II	$ 128.00
E-I	Engineer I	$ 95.00
FP-IV	Field Personnel IV – (Project Coordinator)	$ 180.00
FP-III	Field Personnel III	$ 143.00
FP-II	Field Personnel II	$ 112.00
FP-I	Field Personnel I	$ 87.00
EA-III	Engineer's Assistant III	$ 173.00
EA-II	Engineer's Assistant II	$ 141.00
EA-I	Engineer's Assistant I	$ 95.00
SP-1	Support Personnel I	$ 66.00
C-II	Clerical II	$ 115.00
C-I	Clerical I	$ 75.00
P-III	Planner/Environmental Specialist III	$ 140.00
P-II	Planner/Environmental Specialist II	$ 100.00
P-I	Planner/Environmental Specialist I	$ 85.00

The billing rates are effective January 2020 and may be adjusted annually (beginning January 2021) to reflect changes in the compensation payable to the **ENGINEER**.

9th Street Lane Addition

Lafayette, IN

BF&S
Butler Fairman Seufert
CIVIL ENGINEERS

MAN-HOUR JUSTIFICATION
ROADWAY PROJECT: 9th Street Road Widening, Trail Sidewalk
LAFAYETTE, IN

MAN-HOURS BY CLASSIFICATION - Topo										LABOR COSTS
DESCRIPTION	FP-IV	FP-III	FP-II	FP-I	FP-II	FP-I	EA-II	EA-III	C-I	PER TASK
Courthouse Research					6.0	6.0				$ 1,194.00
GIS Owner Research									2.0	$ 150.00
811 & Utility Coordination									4.0	$ 300.00
Horizontal Control Set & Ref. (est. 10)					8.0	8.0				$ 1,592.00
Vertical Control (BF&S Job 5968)					8.0	8.0				$ 1,592.00
PLS Corner Collections (est. 6)					4.0	4.0				$ 796.00
Storm & San. Structures (est. 15-20)					6.0	6.0				$ 1,194.00
Topo Survey (est. 800'/day)					64.0	64.0				$ 12,736.00
CL Alignment & Monumentation										$ -
Edit Electronic Fieldbook		6.0		40.0						$ 4,338.00
Create & Analyze Surface		4.0		20.0						$ 2,312.00
Pipe Network		2.0		6.0						$ 808.00
Drafting		2.0		16.0						$ 1,678.00
Property Lines		40.0		8.0						$ 6,416.00
Process Levels & Label Details		4.0		2.0						$ 746.00
Final Project Review		4.0								$ 572.00
Project Management		8.0								$ 1,144.00
Travel & prep					4.0	4.0				$ 796.00
										$ -
										$ -
										$ -
TOTAL HOURS	0.0	70.0	0.0	92.0	100.0	100.0	0.0	0.0	6.0	
Rate (2020)	180.0	143.0	112.0	87.0	112.0	87.0	141.0	173.0	75.0	
Direct Labor Rate	$41.12	$39.33	$29.32	$23.60	$45.19	$22.38	$39.89	$19.48	$21.45	
Direct Labor	$0.00	$2,753.10	$0.00	$2,171.20	$4,519.00	$2,238.00	$0.00	$0.00	$128.70	
Total Direct Labor	$11,810.00									
Overhead at 1.4316 Old = 1.5978	$16,907.20									
Total Direct Labor and Overhead	$28,717.20									
Fixed Fee	$4,307.58									
TOTAL LABOR COSTS	$33,024.78									$ 38,364.00

PROJECT INFORMATION			**DIRECT EXPENSE**						
Project:	9th Street, Lafayette			**ITEM**	**Number**	**DISTANCE**	**RATE**	**AMOUNT**
County:	Tippecanoe			**Travel to/from**	12.0	10	$ 0.38	$ 91.20
Des. No.:				**Research**				$ 250.00
				Abstracting (on R/W estimate)				$ -
Parcels:				**Staking (on R/W estimate)**				$ -
				Appraisal Problem Analysis (NA)				$ -
			TOTAL DIRECT EXPENSE					$ 341.20
			TOTAL LABOR COST					$ 38,364.00
			TOTAL FEE					$ 38,705.20
			USE					**$ 38,700.00**

Butler Fairman Seufert
CIVIL ENGINEERS

MAN-HOUR JUSTIFICATION
9th Street Improvements
City of Lafayette
NEPA Documentation
4-9-2020

DESCRIPTION	MAN-HOURS BY CLASSIFICATION									
					P-III	P-II	P-I/INTERN		TOTAL HOURS	Labor Costs Per Task
Red Flag Investigation					2	20			22	$ 2,634.00
IPaC / USFWS Coordination						6			6	$ 684.00
Site Visit / Data Collection					8	8			16	$ 2,328.00
Early Coordination					2	20				$ 2,634.00
Section 106 Coordination and Documenation						115				$ 13,110.00
EJ Analysis						6				$ 684.00
Waters of the US Determination					8	8				$ 2,328.00
CE Level 2-4 Form / Graphics / Appendicies						60				$ 6,840.00
QC / QA of CE Level 2-4 Documentation					8					$ 1,416.00
Public Hearing Opportunity Request						4				$ 456.00
Project Commitments						4				$ 456.00
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
TOTAL HOURS	0	0	0	0	28	251	0	0	279	$ 33,570.00
BILLABLE LABOR RATE					177.00	114.00	84.00			
Direct Labor	0	0	0	0	4956	28614	0	0		
TOTAL DIRECT LABOR	$ 33,570.00									

			TRIPS X	MILES/TRIP	$ 0.38	TOTAL	
		MILEAGE TO	SITE	1	120	$ 0.38	$ 45.60
MILEAGE	$ 45.60		HPR / S. 106			$ 0.38	$ -
			INDOT			$ 0.38	$ -
COPYING / MATERIALS	$ 45.00		OTHER MTGS.			$ 0.38	$ -
Public Notice Fees	$ 300.00	TOTAL					$ 45.60
Archaeological Field Investigation (Phase Ia)	$ 3,650.00						
			PAGES	#COPIES	$ 0.25	TOTAL	
Direct Costs	$ 4,040.60	COPIES		30	6	$ 0.25	$ 45.00
						$ 0.25	$ -
						$ 0.25	$ -
						$ 0.25	$ -
TOTAL PROJECT COSTS	$ 37,610.60					$ 0.25	$ -
						$ 0.25	$ -
USE	$ 37,600.00	TOTAL					$ 45.00

MAN-HOUR JUSTIFICATION
9th Street Improvements
City of Lafayette
Public Meeting
4-9-2020

DESCRIPTION	MAN-HOURS BY CLASSIFICATION									Labor Costs Per Task
					P-III	P-II	P-I/INTERN		TOTAL HOURS	
Assistance with Public Meeting Preparations					20				20	$ 3,540.00
Attend Public Meeting/Set Up/Prep					10				10	$ 1,770.00
Assistance with Summary Documentation					8				8	$ 1,416.00
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
TOTAL HOURS	0	0	0	0	38	0	0	0	38	$ 6,726.00
BILLABLE LABOR RATE					177.00	114.00	84.00			
Direct Labor	0	0	0	0	6726	0	0	0		
TOTAL DIRECT LABOR	$ 6,726.00									
				TRIPS X	MILES/TRIP	$ 0.38	TOTAL			
		MILEAGE TO	SITE	1	120	$ 0.38	$ 45.60			
MILEAGE	$ 45.60		HPR / S. 106			$ 0.38	$ -			
			INDOT			$ 0.38	$ -			
COPYING / MATERIALS	$ -		OTHER MTGS.			$ 0.38	$ -			
		TOTAL					$ 45.60			
				PAGES	#COPIES	$ 0.25	TOTAL			
Direct Costs	$ 45.60	COPIES				$ 0.25	$ -			
						$ 0.25	$ -			
						$ 0.25	$ -			
						$ 0.25	$ -			
TOTAL PROJECT COSTS	$ 6,771.60					$ 0.25	$ -			
						$ 0.25	$ -			
USE	$ 6,800.00	TOTAL					$ -			

MAN-HOUR JUSTIFICATION
9th Street Improvements
City of Lafayette
Public Hearing
4-9-2020

DESCRIPTION	MAN-HOURS BY CLASSIFICATION									
					P-III	P-II	P-I/INTERN		TOTAL HOURS	Labor Costs Per Task
Coordination with client on location/date					8				8	$ 1,416.00
Public Hearing Ad					4				4	$ 708.00
Prepare Presentation					16	8			24	$ 3,744.00
Attend Hearing					8	8				$ 2,328.00
Public Hearing Transcript					8					$ 1,416.00
Comments and Responses					16					$ 2,832.00
Hearing Certification					8					$ 1,416.00
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
TOTAL HOURS	0	0	0	0	68	16	0	0	84	$ 13,860.00
BILLABLE LABOR RATE					177.00	114.00	84.00			
Direct Labor	0	0	0	0	12036	1824	0	0		
TOTAL DIRECT LABOR	$ 13,860.00									
				TRIPS X	MILES/TRIP	$ 0.38	TOTAL			
		MILEAGE TO	SITE	1	120	$ 0.38	$ 45.60			
MILEAGE	$ 45.60		HPR / S. 106			$ 0.38	$ -			
			INDOT			$ 0.38	$ -			
COPYING / MATERIALS	$ 125.00		OTHER MTGS.			$ 0.38	$ -			
Public Notice Fees	$ 150.00	TOTAL					$ 45.60			
				PAGES	#COPIES	$ 0.25	TOTAL			
Direct Costs	$ 320.60	COPIES		10	50	$ 0.25	$ 125.00			
						$ 0.25	$ -			
						$ 0.25	$ -			
						$ 0.25	$ -			
TOTAL PROJECT COSTS	$ 14,180.60					$ 0.25	$ -			
						$ 0.25	$ -			
USE	$ 14,200.00	TOTAL					$ 125.00			

MAN-HOUR JUSTIFICATION
9th Street Improvements
City of Lafayette
Water Permits
4-9-2020

DESCRIPTION	MAN-HOURS BY CLASSIFICATION									Labor Costs Per Task
					P-III	P-II	P-I/INTERN		TOTAL HOURS	
IDEM 401 WQC / USACE Regional General Permit No. 1					20				20	$ 3,540.00
IDNR Construction in a Floodway Permit					24				24	$ 4,248.00
									0	$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
TOTAL HOURS	0	0	0	0	44	0	0	0	44	$ 7,788.00
BILLABLE LABOR RATE					177.00	114.00	84.00			
Direct Labor	0	0	0	0	7788	0	0	0		
TOTAL DIRECT LABOR	$ 7,788.00									
				TRIPS X	MILES/TRIP	$ 0.38	TOTAL			
		MILEAGE TO	SITE	1	120	$ 0.38	$ 45.60			
MILEAGE	$ 45.60		HPR / S. 106			$ 0.38	$ -			
			INDOT			$ 0.38	$ -			
COPYING / MATERIALS	$ -		OTHER MTGS.			$ 0.38	$ -			
		TOTAL					$ 45.60			
				PAGES	#COPIES	$ 0.25	TOTAL			
Direct Costs	$ 45.60	COPIES				$ 0.25	$ -			
						$ 0.25	$ -			
						$ 0.25	$ -			
						$ 0.25	$ -			
TOTAL PROJECT COSTS	$ 7,833.60					$ 0.25	$ -			
						$ 0.25	$ -			
USE	$ 7,800.00	TOTAL					$ -			

BF&S

MAN-HOUR JUSTIFICATION
SOUTH 9TH STREET RECONSTRUCITON - DES 1900482
BRICK N WOOD DRIVE TO VETERANS MEMORIAL PARKWAY
UTILITY COORDINATION SERVICES

DESCRIPTION: Hours	MAN-HOURS BY CLASSIFICATION											LABOR COSTS PER TASK
	E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II	FP-I	
UTILITY COORDINATION												
Administration												
Input Initial information and keep UTA updated during project												
Coordination with INDOT Utility Staff during project												
Initial Notices and Utility Research												
Perform a 811 design ticket and contact utilities				2								$256.00
Perform area research				1								$128.00
Prepare, send, verify and receive initial notice letters				6								$768.00
Compile received utility inforamation for delivery to survey dept.				1								$128.00
Verification Phase												
Prepare, send (w/plans), verify and receive verification letter				2								$256.00
Review verification responses			1	6								$936.00
Update topo with reviewed verification response information							1					$141.00
Coordination additional field locates needed for missing utilities				2								
Field Check & Utility Coordination Meetings												
Set up and notify utilities of meeting				1								$128.00
Attend Meetings and site visits with utilities				8								$1,024.00
Coordinate potential design changes with utilities & PM				1								$128.00
Conflict Analysis												
Prepare, send and verify receipt of conflict review letter				2								$256.00
Review conflict responses with PM				6								$768.00
Coordinate potential design changes with utilities				4								$512.00
Constructability Review			1									$168.00
SUE Coordination and Review												
Coordinate SUE locations with utilities			2	4								$848.00
Onsite coordination for pothole and locating locations				6								$768.00
Review SUE results and discuss with PM			2	6								$1,104.00
Incorporate SUE information into project deliverables				4								$512.00
Work Plan Request, Coordination, and Approval												
Send letter requesting work plan and verify receipt				2								$256.00
Review work plans and coordinate updates				10								$1,280.00
Review relocation drawings and coordinate for compatability			2	8								$1,360.00
CAD file preparation for send-out to utilities							2					$282.00
Coordinate final utility coordination meeting												
Draft and send approved work plan notices				4								$512.00
Tracings Documents, Notice to Proceeds, Agreements												
Prepare utility coordination certification				2								$256.00
Prepare and update Utility Relocation Gantt Chart				2								$256.00
Prepare utility special provision			1	4								$680.00
Prepare and send out notice to proceeds				2								$256.00
Prepare, Route, Coordinate Agreement approvals			4	4								$1,184.00
Railroad Coordination (anticipating no involvement)												
Initiate contact with INDOT RxR Oversign Agent to discuss RxR non involvement				1								$128.00
Finalize RxR non involvment with INDOT after plan and MOT review				1								$128.00
Prepare, route for approval, and complete RR certification				2								$256.00
												$15,663.00
UTILITY COORDINATION DURING RELOCATIONS												
Prepare for and attend Pre-Construction meeting				6								$768.00
Coordinate completion of dependency items (staking, clearing, etc.)				4								$512.00
Follow-up with utilities during pre-const. and relocation process				16								$2,048.00
Notify relevant parties when utility relocations are complete				2								$256.00

MAN-HOUR JUSTIFICATION
SOUTH 9TH STREET RECONSTRUCITON - DES 1900482
BRICK N WOOD DRIVE TO VETERANS MEMORIAL PARKWAY
UTILITY COORDINATION SERVICES

DESCRIPTION:	Hours	MAN-HOURS BY CLASSIFICATION											LABOR COSTS PER TASK
		E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II	FP-I	
Attend field meetings and participate in utility related conf. calls				4	8								$1,696.00
Assist to resolve unforseen utility problems				4	8								$1,696.00
													$6,976.00
TOTAL HOURS		0	0	21	148	0	0	3	0	0	0	0	172
Hourly Rate		$235.00	$194.00	$168.00	$128.00	$95.00	$173.00	$141.00	$95.00	$180.00	$112.00	$87.00	
Direct Labor		$ -	$ -	$ 3,528.00	$ 18,944.00	$ -	$ -	$ 423.00	$ -	$ -	$ -	$ -	
TOTAL LABOR		$ 22,895.00											
TOTAL LABOR		$ 22,895.00											
SUBTOTAL		$ 22,895.00											
Expenses													
UC Mileage	10 mi @ $0.39 /mi X 4	$ 15.60											
SUE Mileage	10 mi @ $0.39 /mi X 3	$ 11.70											
Relo Mileage	10 mi @ $0.39 /mi X 6	$ 23.40											
TOTAL COST		$ 39.00											
USE: UTILITY COORDINATION		$ 15,600.00											
USE: UTILITY COORDINATION DURING RELOCATIONS		$ 6,900.00											

MAN-HOUR JUSTIFICATION
SOUTH 9TH STREET RECONSTRUCITON - DES 1900482
BRICK N WOOD DRIVE TO VETERANS MEMORIAL PARKWAY
UTILITY COORDINATION SURVEY ASSISTANCE

DESCRIPTION:	Hours	MAN-HOURS BY CLASSIFICATION											LABOR COSTS PER TASK
		E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II	FP-I	
UTILITY RELOCATION STAKING													
Coordinate staking locations and timing with field staff and utilities										4			$720.00
Perform onsite staking for utility relocations											12	12	$2,388.00
													$3,108.00
SUE SURVEY OF PROVIDER EFFORTS													
Coordinate SUE work taking place onsite										4			$720.00
Survey pickup of SUE work performed											8	8	$1,592.00
Process of SUE pickup data								4		4			$1,284.00
													$3,596.00
EXISTING UTILITY SURVEY													
Call in locate tickets								1					$141.00
Perform onsite survey (Assumes two trips max)											8	8	$1,592.00
Process of survey pickup data										2			$360.00
													$2,093.00
TOTAL HOURS		0	0	0	0	0	0	5	0	14	28	28	75
Hourly Rate		$235.00	$194.00	$168.00	$128.00	$95.00	$173.00	$141.00	$95.00	$180.00	$112.00	$87.00	
Direct Labor		$ -	$ -	$ -	$ -	$ -	$ -	$ 705.00	$ -	$ 2,520.00	$ 3,136.00	$ 2,436.00	
TOTAL LABOR		$ 8,797.00											
TOTAL LABOR		$ 8,797.00											
SUBTOTAL		$ 8,797.00											
Expenses													
Staking Mileage	10 mi @ $0.39 /mi X 2	$ 7.80											
SUE Mileage	10 mi @ $0.39 /mi X 3	$ 11.70											
Survey Mileage	0 mi @ $0.39 /mi X 0	$ -											
TOTAL COST		$ 19.50											

MAN-HOUR JUSTIFICATION
SOUTH 9TH STREET RECONSTRUCITON - DES 1900482
BRICK N WOOD DRIVE TO VETERANS MEMORIAL PARKWAY
SUBSURFACE UTILITY INVESTIGATION

DESCRIPTION:	Hours	MAN-HOURS BY CLASSIFICATION											LABOR COSTS PER TASK
Subsurface Utility Investigation (SUI)													
Work performed by Sub-consultant providers as direct pass through													
Quality Level B Locates for sewer (camera)		$ 24,450.00											
Quality Level B Locates (without sewer)		$ 8,775.00											
Potholing (assume 12 holes max)		$ 12,000.00											
Potholing and Sewer Camera work includes MOT													
		$ 45,225.00											
TOTAL LABOR		$ 45,225.00											
SUBTOTAL		$ 45,225.00											
TOTAL COST		$45,225.00											
USE: SUBSURFACE UTILITY INVESTIGATION (SUI)		**$45,200.00**											

4/14/2020

BFS MAN-HOUR JUSTIFICATION
ROADWAY DESIGN FEES
DES NO 1900482 - S. 9th St, Brick N Wood to VMP, Lafayette

DESCRIPTION	MAN-HOURS BY CLASSIFICATION						LABOR COSTS
	E-IV	E-III	E-II	E-I	EA-III	EA-II	PER TASK
PROJECT MANAGEMENT							
Project Setup	8	8					$2,719.76
Project Supervision / Scheduling	40	80					$19,900.40
Internal kick off meeting	2	4	2			2	$1,479.90
Site Visit	3	3	3				$1,375.77
Kickoff Visit Notes and Photos Summary		2	4				$789.56
Monthly Project Status Reports/ billings - 48 months		48					$7,561.92
Progress Meetings	24	48					$11,940.24
Environmental Services Coordination	1	16					$2,703.07
Utility Coordinator Coordination	1	16					$2,703.07
Geotech Sub Coordination	4	8					$1,990.04
Pavement Designer Coordination	4	8					$1,990.04
Right-of-Way Engineering Coordination	2	16					$2,885.50
Right-of-Way Services Coordination	2	16					$2,885.50
Railroad Coordinator Coordination							
Coord Meetings with Earhart Elementary - assume 3	3	6					$1,492.53
STAGE 1 SUBMISSION							
Collect existing plans, traffic data, mapping, reports, etc.		2	4				$789.56
Perform Traffic Data Collection - Miovision setup/ takedown		1		8			$867.86
Process Traffic Counts		1		4			$512.70
Prepare Topo for Plan and Profile Sheet						8	$990.56
Prepare Original Cross Sections						24	$2,971.68
Prepare conceptual typical sections - 3 each	2	4				6	$1,737.94
Prepare conceptual intesection exhibits - 3 intersect types	2	24	8			40	$10,047.58
Prepare conceptual trail/ sidewalk layout		4	8			24	$4,550.80
Prepare Preliminary Title Sheet and Index Sheet		1	2			8	$1,385.34
Prepare Preliminary Typical Cross Sections		4	2			16	$2,848.52
Prepare Abbreviated Engineer's Assessment		2	4	16		4	$2,705.48
Preliminary Layout for roundabout and approaches	2	16	32			16	$8,662.46
Future crosswalk coordination							
Prepare roundabout checklist		2	8				$1,264.04
Prepare Preliminary Construction Detail Sheets		8	2			24	$4,469.24
Prepare Preliminary Plan and Profile		16	4			40	$7,947.92
Establish vertical alignment		16	4			40	$7,947.92
Establish horizontal alignment		4				8	$1,620.72
Preliminary drainage design criteria and requirements	2	8	24			8	$5,462.62
Prepare Preliminary Storm Sewer Design		24	80			24	$16,242.24
Calculate detention requirements		16	40			4	$7,760.72
Prepare Preliminary Cross Sections		2	8			40	$6,216.84
Preliminary public road approaches and private drives		2	8			32	$5,226.28
Determine Locations of any Retaining Walls Needed							
Level One Checklist & Design Computations		4	8			32	$5,541.36
Identify any design exceptions		4	4				$1,104.64
Preliminary Guardrail Design & Calculations							
Prepare preliminary cost estimate w/ major pay items		4	8	24		16	$5,691.20
QC/QA Plans and Submittal Docs	2	8	8			8	$3,564.70
Submit STAGE 1 in ERMS		1	4				$632.02
PRELIMINARY FIELD CHECK MEETING							
Revise plans per STAGE 1 comments		2	8			8	$2,254.60
Develop roadside ditch grades and elevations							
Establish preliminary construction limits		4				16	$2,611.28
Identify proposed R/W		8	4			4	$2,230.08
Establish roadside barrier and guardrail locations							
Preliminary Curb Ramp Design (35 ea)		8	16	140		16	$17,569.96
Prepare details for roadway and shoulder layout at guardrail							
Prepare preliminary pavement marking and signage plans	2	2	8			32	$5,591.14
Prepare preliminary traffic signal pedestrian plans		4	8			16	$3,560.24
Lighting selection coordination w/ City & suppliers	1	8	2				$1,679.99
Prepare preliminary lighting design and plans		16	50			24	$11,423.32
Electrical Service Coordination		1	4				$632.02
Prepare public and private approach details			2			16	$2,218.36
Analyze queue lengths for turn lanes							
Intersection layout details with turn lanes and turning moveme	2	8		16		16	$5,026.94
Develop preliminary MOT scheme and phasing	8	4	2			32	$6,289.08
Initiate unique special provisions		4	16				$2,528.08
Preliminary pavement design request		4					$630.16
Update construction estimate with added quantities		2	8	16		2	$2,932.32
Coordinate Field Check and distribute plans		3	2				$709.86
Attend Field Check	3	3	3				$1,375.77
Prepare & distribute meeting minutes		2	1				$433.70
STAGE 2 SUBMISSION							
Revise plans per PFC comments		2	4			4	$1,284.84
Finalize drainage design		8	24			16	$6,088.32
Finalize detention design		8	32			8	$6,046.72
Develop permanent erosion protection features							

4/14/2020

BFS MAN-HOUR JUSTIFICATION
ROADWAY DESIGN FEES
DES NO 1900482 - S. 9th St, Brick N Wood to VMP, Lafayette

Prepare hydraulics report and computations		8	32				$5,056.16
Submit hydraulics report and documents for approval		4	2				$867.40
Finalize Curb Ramps and Sidewalks		8	16	24		8	$6,279.76
Finalize title sheet and index sheet			1			2	$366.26
Finalize plat sheets		1				8	$1,148.10
Update Plan and Profile sheets		4	8			16	$3,560.24
Prepare approach table		1	4			24	$3,603.70
Prepare structure data table			4			32	$4,436.72
Check plans for Design Criteria conformance		4	2				$867.40
Prepare documentation for Design Exceptions							
Refine preliminary cost estimate	1	2	4	16		2	$2,640.27
Level One checklists and design computations		2	1			4	$928.98
QC/QA Plans and Submittal Docs	2	4	8				$1,943.98
Submit STAGE 2 in ERMS		1	4				$632.02
PUBLIC MEETING PLANS PREPARATION							
Revise plans per STAGE 2 comments		4				4	$1,125.44
Prepare Plans for Public Viewing	1	4				16	$2,793.71
Upload Public Meeting Plans to ERMS		1	4				$632.02
Prepare Traffic Maintenance Plan Displays for Public	2	8				24	$4,596.86
Prepare TMP							
Analyze Queues and Capacity Constraints for Closures		16	4	8			$3,705.44
Attend Public Information Meeting & Public Hearing	4	4					$1,359.88
FINAL FIELD CHECK MEETING							
Incorporate R/W Plan Comments		2				8	$1,305.64
Prepare Final Field Check Plans		4	2			8	$1,857.96
Finalize Permanent Erosion Control Details		2	4			8	$1,780.12
Finalize Traffic Signal Plans		2	8			8	$2,254.60
Finalize Lighting Plans		8	16			24	$6,129.92
Finalize Traffic Maintenance and Phasing Plans	8	4	2			24	$5,298.52
Develop Temporary Erosion and Sediment Control Plans							
Complete All Tables		2	4	8		8	$2,490.44
Complete Earthwork Summary		2				16	$2,296.20
Computations for Erosion and Sediment Control Features							
Coordinate Field Check and distribute plans		2	2				$552.32
Attend Field Check	3	3	3				$1,375.77
Prepare & distribute meeting minutes		2	1				$433.70
STAGE 3 SUBMISSION							
Finalize Details and Tables		1	2			8	$1,385.34
Finalize Cross section details			2			24	$3,208.92
Calc final earthwork quantities		1	2			8	$1,385.34
Finalize all quantities		4	8	24		16	$5,691.20
Update construction estimate with added quantities	1	2	4	8			$1,682.31
Ensure Geotech recommendations are incorporated		2					$315.08
Complete Special Provisions and Pay Items		2	4	16			$2,210.20
Coordinate with Area Engineer for CPD and Plan Review		4					$630.16
Prepare and Submit Rule 5 Submission							
Finalize Project Commitments Report		4	2				$867.40
Finalize Traffic Control Plan Checklist			1	4			$473.78
QC/QA Plans and Submittal Docs	4	4	4			4	$2,329.64
Submit STAGE 3 in ERMS		1	4				$632.02
FINAL TRACINGS SUBMISSION							
Revise plans per STAGE 3 comments		2	4			8	$1,780.12
Prepare Final Tracings Documents		8	12				$2,683.76
CIB review		4					$630.16
	146	706	658	332	0	946	
2020 Rates	$62.29	$53.28	$40.02	$28.51	$55.43	$43.41	
	$9,094.34	$37,615.68	$26,333.16	$9,465.32	$0.00	$41,065.86	
Total Direct Labor	$123,574.36						
Overhead at 1.5936	$196,928.10						
Total Direct Labor and Overhead	$320,502.46						
Fixed Fee 15.00%	$48,075.37						
Cost of Capitol 0.47%	$580.80						
TOTAL LABOR COSTS	$369,158.63						
DIRECT EXPENSE ITEMS							
Mileage $0.38 per mile	$273.60		60	Miles	12	Trips	
Mileage On-Site Travel $0.38 per mile	$0.00			Miles		Trips	
Lodging	$0.00			Nights			
Per Diem	$0.00			Nights			
TOTAL DIRECT EXPENSES	$273.60						
TOTAL PROJECT COST	$369,432.23						
USE	$369,400.00						

MAN-HOUR JUSTIFICATION
ROADWAY PROJECT: 9th Street Road Widening, Trail Sidewalk
LAFAYETTE, IN

MAN-HOURS BY CLASSIFICATION - RW Engineering Docs										LABOR COSTS
DESCRIPTION	FP-IV	FP-IV Hrs Total	FP-III	FP-III Hrs Total	FP-II	FP-II Hrs Total	FP-I	FP-I Hrs Total	PER TASK	TASK TOTALS
Land Plat & Descriptions w/transfer docs		0.0	14.0	266.0		0.0	4.0	76.0	$ 2,350.00	$ 44,650.00
Land Plat & Descriptions, no calcs		0.0		0.0		0.0			$ -	$ -
Temp Parcel (Descriptions, calcs, transfer docs)		0.0	12.0	228.0		0.0	2.0	20.0	$ 1,890.00	$ 18,900.00
Exhibit & Description - NOT Land Plats		0.0		0.0		0.0			$ -	$ -
Description ONLY - No other work		0.0		0.0		0.0			$ -	$ -
Description ONLY - in conjunction w/Boundary, etc		0.0		0.0		0.0			$ -	$ -
ROE's (fee each)		0.0		0.0		0.0			$ -	$ -
RW Plans		NA	6.0	NA	80.0	NA		NA	NA	$ 9,818.00
LCRSP		NA	8.0	NA		NA	60.0	NA	NA	$ 6,364.00
L-10's		-		-		-		-		
R/W Staking					1.0	29.0	1.0	29.0	$ 199.00	$ 3,610.00
TOTAL HOURS		0.0		494.0		29.0		125.0		
Rate	See Above									
Direct Labor Rate	$41.12	$39.33		$29.32		$23.60				
Direct Labor	$0.00	$0.00		$0.00		$0.00				
Total Direct Labor	$0.00									
Overhead at 1.4316 Old = 1.5978	$0.00									
Total Direct Labor and Overhead	$0.00									
Fixed Fee	$0.00									
TOTAL LABOR COSTS	$0.00									$ 83,342.00

PROJECT INFORMATION		
Project:	9th St., Lafayette	
County:	Tippecanoe	
Des. No.:		
Fee Parcels:		19
Temporary Parcels:		10
		0
		0
		0
		0
Parcel Staking - Small		29
Parcel Staking - Large		0

DIRECT EXPENSE					
ITEM	Number	DISTANCE	RATE	AMOUNT
APA's	29.0		$ 250.00	$ 7,250.00
T&E Reports	19.0		$ 400.00	$ 7,600.00
T&E Updates	19		$ 100.00	$ 1,900.00
				$ -
				$ -
TOTAL DIRECT EXPENSE				$ 16,750.00
TOTAL LABOR COST				$ 83,460.00
TOTAL FEE				$ 100,210.00
USE				$ 100,210.00

NS Services
Environmental & Infrastructure
www.nsenvservices.com

4974 S Cobblestone Drive
Zionsville, Indiana 46077
Ph: (317) 753-4758
Fax: (317) 769-4718

April 13, 2020

Ryan Scott
Butler, Fairman & Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, Indiana 46240-8302

Re: Improvements to 9th Street from Veterans Memorial Parkway to Brick N Wood Lane in Lafayette, Tippecanoe County, Indiana.

Dear Mr. Scott;

Thank you for the opportunity to submit a scope and fee for the archaeological work on the above referenced project. According to the information provided to me, this project calls for the construction of a two-way, left turn lane for the entire stretch of the road, a new roundabout at Ortman Lane (CR 300 South), sidewalks, and drainage upgrades via curb and gutter. A 70' wide corridor, centered on the current roadway centerline, will be examined for a total study area of approximately 8 acres.

For the purpose of this cost proposal it was assumed that about half of this area is located on relatively undisturbed, level ground with poor surface visibility (i.e. less than 30%), which will require us to excavate shovel probes to complete our survey of this portion of the project. Per state guidelines, these shovel probes will be placed in a grid pattern at 15 m (49.2 ft.) intervals and will be excavated to a diameter of 30 cm (11.8 in.) and a maximum depth of 50 cm (11.8 in.) below the ground surface. All soil removed from these probes will be examined for cultural material by screening it through ¼"-mesh hardware cloth. The remainder of the project area was assumed to be previously disturbed, which can be confirmed with a cursory visual inspection of the project area. In addition, based on the location and environmental setting of the project, it was also assumed that no archaeological sites would be found during these investigations which will allow us to utilize the Indiana Archaeology Short Report form to complete this project.

If the above information is accurate, we could complete an archaeological records check and Phase Ia field reconnaissance of the project area for $3,650.00. This cost proposal is inclusive of all work and expense normally associated with a project of this nature and is valid for 30 days from the date of this letter, unless an agreement is signed. Please be aware, however, that if any of the information is not accurate or if the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (IDNR, DHPA), the Indiana Department of Transportation (INDOT), or any other regulatory agency increases either the amount or scope of work required to complete this project, a supplemental cost agreement may be required.

All work conducted for this project will be completed in accordance to and compliance with the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*

(48 FR 44716), the current *Guidebook for Indiana Historic Sites and Structures Inventory - Archaeological Sites* issued by the IDNR, DHPA, the INDOT *Cultural Resources Manual*, and any recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). All field work, laboratory analysis, and preparation of the final report and recommendations will be accomplished or directly supervised by a Principal Investigator meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code.

Upon receipt of a signed agreement, we will work with you to develop a timeline for completion of the fieldwork and submission of the report. We will initiate the mapping and archaeological records check portion of this proposal immediately upon the Notice to Proceed (signed agreement). We know that time is of the essence in this project and will strive to have a completed report to you as soon as possible to allow for the maximum amount of time for agency review.

Once again, thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project. If you have any questions or need any additional information, please feel free to contact me at j.plunkett@nsenvservices.com.

Sincerely,

Jeffrey A. Plunkett
Principal Investigator

RESOURCE INTERNATIONAL, INC.
450 East 96th Street, Suite 500
Indianapolis, Indiana 46240
T: 317.536.5768

Planning

Engineering

Construction Management

Technology

April 14, 2020

Mr. Chris Wheatley, P.E.
Lafayette Road Department Manager
Butler, Fairman & Seufert, Inc.
11 South Third Street, Suite 200
Lafayette, Indiana 47901

Re: Fee Proposal - Pavement Analysis and Design
S. 9th Street Reconstruction and Widening
Brick N Wood Drive to Veterans Memorial Parkway
Des. No. 1900482
City of Lafayette, Indiana
Rii Proposal No. 20-I024

Mr. Wheatley,

Resource International, Inc. (Rii) is pleased to submit, for your review and consideration, this cost proposal to perform pavement analysis and design for the proposed reconstruction and widening along S. 9th Street from Brick N Wood Drive to Veterans Memorial Parkway (Des. No. 1900482), in the City of Lafayette, Indiana.

As described in our attached proposal Rii will provide a complete pavement analysis and design in accordance with Part 6 (Pavement Design) of the INDOT Design Manual (IDM). Rii offers these services for $15,845.96 based on the established contract rates. Upon receipt of notice to proceed (NTP), Rii will commence with work as soon as practical and will meet the established schedule for completion provided in the contract documents.

We sincerely appreciate the opportunity to submit this proposal, and look forward to working with you on this project. If you have any questions regarding this proposal, please contact us.

Sincerely,

Brian Trenner

Brian R. Trenner, P.E.
Project Manager

Cc: S. Johnson

ISO 9001:2015 QMS
Committed to providing a high quality, accurate service to our clients in a timely manner

Resource International - Pavement Analysis and Design – Fee Proposal S. 9th Street Reconstruction and Widening – Brick N Wood Drive to Veterans Memorial Parkway – Des. No. 1900482 – City of Lafayette, Indiana

Introduction

Resource International, Inc. (Rii) is providing the following fee proposal in response to the request for pavement analysis and design for the proposed reconstruction and widening along S. 9th Street from Brick N Wood Drive to Veterans Memorial Parkway (Des. No. 1900482), in the City of Lafayette, Indiana. The existing roadway consists of two (2) travel lanes, one (1) in each direction, with a southbound right turn lane at Amelia Earhart Elementary School. No shoulders are not present along the project alignment. Based on the information provided, it is understood that the existing pavement is to be reconstructed and widened to provide two travel lanes, one in each direction, and a two way center turn lane with curb and gutter. In addition, a new roundabout will be constructed at the intersection of S. 9th Street and Ortman Lane, and it is understood that the existing southbound right turn lane at Amelia Earhart Elementary School will be maintained. Additionally, it is proposed to construct a new multi-use trail and sidewalk between Veteran's Memorial Parkway and Twyckenham Boulevard.

Rii will provide a full pavement design report for this project in accordance with Part 6 (Pavement Design) of the IDM, including recommendations for the proposed pavement section along the reconstructed and widened S. 9th Street roadway and new multi-use trail.

Pavement Design and Recommendations

At the time of this proposal, it is unknown whether the existing pavement section will be reused as part of the proposed pavement section or completely replaced. Therefore, Rii has provided hours to perform a site visit to conduct a patching survey and assess the current pavement condition. The patching survey will determine where partial depth and full depth patching will be needed for structural purposes. Distresses will be logged and recommendations provided for patching based on the observed distress types and severities in accordance with Chapter 603 of the IDM.

Rii will review all available information provided for the subject project, which is anticipated to include design plans, traffic data, geotechnical report and pavement core reports. Following review of the project plans, pavement and geotechnical data, Rii will perform iterative MEPDG design analyses to determine the proposed pavement section for the roadway reconstruction and widening, which will include evaluating up to four (4) alternate pavement sections for the project in accordance with Chapters 601, 602, 604 and 605 of the IDM. In addition, Rii will provide a proposed pavement section for the new multi-use trail.

Analysis of cost per lane per mile for the overlay will be performed for each alternative analyzed in accordance with Chapter 606 of the IDM.

Rii will provide a methodology for selection of the preferred pavement treatment along with a recommendation.

As part of the pavement selection, Rii will review possible construction and maintenance issues.

Final Pavement Design Report

Based on the pavement designs evaluated Rii will provide a complete and comprehensive pavement design report that will include project intent and pavement history from initial construction through the last pavement treatment. The report will include an updated conditions assessment and a patching summary table. The recommended design will be presented with a table of design data.

A pavement design report will be prepared in accordance with the requirements outlined in Part 6 of the IDM. Rii will provide a memorandum report that incorporates the following elements per the Design Manual:

- Executive summary
- Project description
- Pavement history (if available)
- Current pavement condition assessment and patching details (if required)
- Pavement design and recommendations
- Cost Analysis on a per lane per mile basis
- Selection methodology
- Construction and maintenance issues
- Appendices with:
    - Patching summary (if required)
    - Typical section details
    - HMA binder selection
    - AASHTOWare Pavement ME Design trials
    - Cost analyses

Cost

Rii offers this fee proposal for the above tasks for pavement assessment, analysis, and design services for $15,845.96 based on the established contract rates.

Schedule

Upon receipt of notice to proceed (NTP), Rii will commence with work as soon as practical and will meet the established schedule for completion provided in the contract documents.

Erosion Control Design/Rule 5 Permit

PROJECT NO.: *S 9th Street from Brick N Wood Drive to Veterans Memorial Parkway (Des # 1900482)*

CLIENT: City of Lafayette, Indiana

DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Plan Sheets	Professional Engineer	Sr. Env. Sci/ Engineer	Sr. Cadd Designer	Cadd Designer	Environmental Scientist	Project Admin				
Task 1 - Management											
Project Management/Coordination		4					4			8	$950.45
Task 2 - Erosion Control Design/Rule 5 Permit											
Review Design Plans		2	2							4	$534.78
Agency Coordination/Meetings		2	2							4	$534.78
Erosion Control Design Calculations	8	4	16							20	$2,315.64
Plan Development/Details	8		4		60					64	$5,044.18
Rule 5 Permit			2			24	4			30	$2,577.64
Quantities			4							4	$415.36
QA/QC		4								4	$654.21
SUBTOTAL:										8	$13,027.04
TOTAL - HOURS:		16	30	0	60	24	8	0	0	138	
Loaded Hourly Rate		$163.55	$103.84	$92.58	$77.15	$86.40	$74.06				
COSTS PER CLASSIFICATION		$2,616.83	$3,115.20	$0.00	$4,628.82	$2,073.71	$592.49	$0.00	$0.00		$13,027.04
TOTAL HOURLY COSTS:											$13,027.04

DIRECT EXPENSES											
Mileage	2	Trips x					130	Mi./Trip x	$0.53		$137.80
Meals	0	Persons x					0	Days x	$26.00		$0.00
Lodging	0	Nights x					$85.00	/ Night			$0.00
Miscellaneous cost (permit fee, printing, etc)											$300.00
DIRECT EXPENSE SUBTOTAL:											$437.80

TOTAL COSTS:	$13,500.00

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

September 04, 2019

Prequalification Section
(317) 232-5095

John Brand
Butler, Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear John Brand:

The Consultant Prequalification General/Technical Renewal Application submitted on 8/16/2019 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 09/04/2019. 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 03/30/2020. Your General/Technical approval will expire on 09/30/2021.

Your Firm's annual contracting capacity for the CPA Audit Level is $28,665,408.00 for the fiscal period that ended on 9/30/2018. 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,

Jose M. Murillo, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification

Issued By

Indiana Department of Transportation

Date Printed: 09/04/2019

Butler, Fairman and Seufert, Inc.

Valid Work Groups

Effective: 09/04/2019 **Expires on:** 09/30/2021

Work Type Code	Work Type Description	Qualifying Person(s)
2.2	Traffic Forecasting	Wisecaver, Greg
3.1	Non-Complex Traffic Capacity and Operations Analysis	Sheets, Joanna Carly
3.2	Complex Traffic Capacity and Operations Analysis	Williard, Troy D
4.1	Traffic Safety Analysis	Sheets, Joanna Carly
5.1	Environmental Document Preparation - EA/EIS	Scott, Ryan L
5.2	Environmental Document Preparation - CE	Scott, Ryan L
5.3	Environmental Document Preparation - Section 4(f)	Scott, Ryan L
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.8	Noise Analysis and Abatement Design	Scott, Ryan L
5.10	Historical/Architectural Investigations	Biggio, Elizabet
5.13	ESA Screening and Phase I ESA	Scott, Ryan L
6.1	Topographic Survey Data Collection	Gosewehr, Eugene K Neal, Mark W
8.1	Non-Complex Roadway Design	Wheatley, Christopher W

Work Type Code	Work Type Description	Qualifying Person(s)
8.2	Complex Roadway Design	Isaacs, Daniel J Wheatley, Christopher W
8.3	Roundabout Design	Sheets, Joanna Carly
9.1	Level 1 Bridge Design	Matel, Michael Wright, Bryan W
9.2	Level 2 Bridge Design	Matel, Michael Wright, Bryan W
10.1	Traffic Signal Design	Williard, Troy D
10.3	Complex Roadway Sign Design	Isaacs, Daniel J
10.4	Lighting Design	Isaacs, Daniel J
11.1	Right of Way Plan Development	Friend, Brent A Nick, Randall A
12.1	Project Management for Acquisition Services	Deahl, James A
12.2	Title Research	Friend, Brent A
12.3	Value Analysis	Alexander, Craig E
12.4	Appraisal	Alexander, Craig E
12.5	Appraisal Review	Alexander, Craig E
12.6	Negotiation	Francis, Ronald L
12.7	Closing	Francis, Ronald L

Work Type Code	Work Type Description	Qualifying Person(s)
13.1	Construction Inspection	Biesecker, Michael W Books, Jeremy L
14.1	Regular Bridge Inspection	Olson, Jonathan D
14.2	Complex Bridge Inspection	Olson, Jonathan D
14.4	Small Structure and Miscellaneous Structure Inspections	Olson, Jonathan D Scott, Michael D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
16.1	Utility Coordination	Hintz, Kevin A
17.1	Drainage Design for Driveway Permits	Sheets, Joanna Carly
17.2	Small Structure and Pipe Design	Langille, Andrea M
17.3	Storm Sewer and Detention Design	Sheets, Joanna Carly
17.4	Bridge Hydraulic Design	Shergalis, Katlyn Wright, Bryan W

cc: Prequalification File

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

March 27, 2020

Mr. Bradley Watson, Executive Vice President
Butler, Fairman & Seufert, Inc.
8450 Westfield Blvd
Suite 300
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the audit and supporting workpapers of the Indirect Cost Rate of Butler, Fairman & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 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 audit and supporting workpapers for the Indirect Cost Rate and the related Audit Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Corporate: 159.36%
Facilities Capital Cost of Money (FCCM): 0.47%

Yours truly,

Natalya Clark

Natalya Clark,
Manager of External Audit

Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

GeoSolutions, Inc.

as a certfied DBE in the State of Indiana.

Date Issued:07/07/2017

No Change Affidavit Due:07/31/2020

ECrawford

Elizabeth Kiefner Crawford, Director
Economic Opportunity Division

Derrick Casson

Derrick Casson, Certification Manager
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at http://www.in.gov/2674.htm for the most current information regarding this certification)

Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

Resolution Group, Inc.

as a certfied DBE in the State of Indiana.

Date Issued:10/29/2012

No Change Affidavit Due:10/31/2020

ECrawford

Elizabeth Kiefner Crawford, Director
Economic Opportunity Division

Derrick Casson

Derrick Casson, Certification Manager
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at http://www.in.gov/2674.htm for the most current information regarding this certification)

Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

Rita Ann Gabriel & Associates, Inc.

as a certfied DBE in the State of Indiana.

Date Issued:10/20/2015

No Change Affidavit Due:10/31/2020

ECrawford

Elizabeth Kiefner Crawford, Director
Economic Opportunity Division

Derrick Casson

Derrick Casson, Certification Manager
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at http://www.in.gov/2674.htm for the most current information regarding this certification)

Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

NS Services LLC

as a certfied DBE in the State of Indiana.

Date Issued:04/17/2017

No Change Affidavit Due:04/30/2020

ECrawford

Elizabeth Kiefner Crawford, Director
Economic Opportunity Division

Derrick Casson

Derrick Casson, Certification Manager
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at http://www.in.gov/2674.htm for the most current information regarding this certification)

Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

Resource International, Inc.

as a certfied DBE in the State of Indiana.

Date Issued:02/13/2017

No Change Affidavit Due:01/31/2021

ECrawford

Elizabeth Kiefner Crawford, Director
Economic Opportunity Division

Derrick Casson

Derrick Casson, Certification Manager
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at http://www.in.gov/2674.htm for the most current information regarding this certification)

Posting Date: February 24, 2020

Request for Proposals Notification

Title: City of Lafayette, Indiana Widening of S 9th Street from Brick N Wood Drive to Veterans Memorial Parkway (Des # 1900482) in Crawfordsville District

Response Due Date & Time: March 23, 2020 at 3:30 PM

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee the firm will be contracted to perform any services but only serves notice the firm desires to be considered.

Contact for Questions:

Jeromy Grenard, PE – City Engineer
20 N. 6th Street
Lafayette, IN 47901
765-807-1050
jgrenard@lafayette.in.gov

Submittal Requirements:

1. Letter of Interest – 6 Copies (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0%.

Submit To:

Jeromy Grenard, PE – City Engineer
20 N. 6th Street
Lafayette, IN 47901
765-807-1050
jgrenard@lafayette.in.gov

Selection Procedures:

Consultants will be selected for work further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. The Consultant Selection Rating Form used to evaluate and score the submittals is included for your reference. Final selection ranking will be determined by:

- (•) The weighted score totals with the highest score being the top ranked firm
- ( ) Rank totals with the lowest rank total being the top ranked firm

Requirements for Letters of Interest (LOI)

A. General instructions for preparing and submitting a Letter of Interest (LOI).

1. Provide the information, as stated in Item B below, in the same order listed and signed by an officer of the firm. Signed and scanned documents, or electronically applied signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.

2. LOI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications, Key Staff, and Project Approach.

3. LOI's must be received no later than the "Response Due Date and Time"; as shown in the RFP header above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. Identification, Qualifications and Key Staff

a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.

b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (http://www.in.gov/indot/2732.htm).

c. List the Project Manager and other key staff members, including key sub consultant staff, and the percent of time the project manager will be committed for the contract, if selected. Include project engineers for important disciplines and staff members responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.

d. Describe the capacity of consultant staff and their ability to perform the work in a timely manner relative to present workload.

2. Project Approach

   a. Provide a description of your project approach relative to the advertised services. For project specific items confirm the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

Requirements for Affirmative Action Certification

A completed Affirmative Action Certification form is required for all items that identify a DBE goal greater than "0", in order to be considered for selection. The consultant must identify the DBE firms with which it intends to subcontract.

On the Affirmative Action Certification, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform.

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages after the form that evidences that it made good faith efforts to achieve the DBE goal.

All DBE subcontracting goals apply to all prime submitting consultants regardless of the prime's status of DBE.

INDOT DBE Reciprocity Agreement with KYTC

An Agreement between INDOT and the Kentucky Transportation Cabinet (KYTC) established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR ?26.81(e) and (f).

Copies of the DBE certifications, as issued by INDOT or the Kentucky Transportation Cabinet (KYTC), are to be included as additional pages after the AAC form for each firm listed on the AAC form. The following are DBE Locator Directories for each State Transportation Agency:

INDOT: https://entapps.indot.in.gov/DBELocator/

KYTC: https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx

Information about the Indiana DBE Program is available at: **https://www.in.gov/indot/2674.htm.**

Information about the KYTC DBE Program is available at:
https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx.

Work item details:

Local Public Agency: City of Lafayette

Project Location: S 9th Street from Brick N Wood Drive to Veterans Memorial Parkway

Project Description: Engineering design and construction inspection for the widening and urbanization of S 9th Street. Cross section to include two travel lanes, a two-way left turn lane, curb and gutter and storm sewer. Addition of a 10-ft multi-use path on the west side of the road and a 5-ft sidewalk on the east. New pedestrian-scale lighting, an intersection improvement at the intersection of S 9th Street and Ortman Lane, and street trees.

INDOT Des #: 1900482

Phases Included: PE, RW, CE

Estimated Construction Amount: $5,300,000

Funding: 80% Federal / 20% Local Match

Term of Contract: Until Project Completion

DBE goal: 7%

Required Prequalification Categories:

- ☑ 5.2 Environmental Document Preparation - CE
- ☑ 6.1 Topographical Survey Data Collection
- ☑ 8.1 Non-Complex Roadway Design
- ☐ 9.1 Level 1 Bridge Design
- ☑ 11.1 Right of Way Plan Development
- ☐ Additional Categories Listed Below:

5.6, 5.9, 5.10, 7.1, 8.3, 10.1, 10.4, 18.1

- ☑ 12.1 Project Management for Aquisition Services
- ☑ 12.2 Title Search
- ☑ 12.4 Appraisal
- ☑ 12.5 Appraisal Review
- ☑ 13.1 Construction Inspection

LPA Consultant Selection Rating Sheet

Sample:

RFP Selection Rating for _____ **Des. No.** _____

(City, County, Town) or (Local Public Agency)

Services Description: _____

Consultant Name: _____

Evaluation Criteria to be Rated by Scorers

Category	Scoring Criteria	Scale	Score	Weight	Weighted Score
Past Performance	**Performance evaluation score averages from historical performance data.**				
	Quality score for similar work from performance database.			6	
	Schedule score from performance database.			3	
	Responsiveness score from performance database.			1	
Capacity of Team to do Work	**Evaluation of the team's personnel and equipment to perform the project on time.**			20	
	Availability of more than adequate capacity that results in added value.	1			
	Adequate capacity to meet the schedule.	0			
	Insufficient available capacity to meet the schedule.	-1			
Team's Demonstrated Qualifications	**Technical Expertise: Unique Resources that yield a relevant added value or efficiency to the deliverable.**			15	
	Demonstrated outstanding expertise and resources identified for required services for value added benefit.	2			
	Demonstrated high level of expertise and resources identified for required services for value added benefit.	1			
	Expertise and resources at appropriate level.	0			
	Insufficient expertise and/or resources.	-3			
Project Manager	**Predicted ability to manage the project, based on: experience in size, complexity, type, subs, documentation skills.**			20	
	Demonstrated outstanding experience in similar type and complexity.	2			
	Demonstrated high level of experience in similar type and complexity.	1			
	Experience in similar type and complexity shown in resume.	0			
	Experience in different type or lower complexity.	-1			
	Insufficient experience.	-3			
Approach to Project	**Project Understanding and Innovation that provides cost and/or time savings.**			15	
	High level of understanding and viable innovative ideas proposed.	2			
	High level of understanding of the project.	1			
	Basic understanding of the project.	0			
	Lack of project understanding.	-3			
				Weighted Sub-Total:	

It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference.

I certify that I do not have any conflicts of interest associated with this consultant as defined in 49CFR118.36.

I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities.

Signature: _____ Print Name: _____

Title: _____ Date: _____

(Form Rev. 4-7-16)

Affirmative Action Certification (AAC) for Disadvantaged Business Enterprises (DBE)

I hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified by the State of Indiana's DBE Program and the Kentucky Transportation Cabinet (KYTC) DBE Program to participate as part of this proposal. An Agreement between INDOT and KYTC established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR §26.81(e) and (f).

I acknowledge that this certification is to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE websites to confirm that the firms listed below are currently certified DBEs:

INDOT: https://entapps.indot.in.gov/DBELocator/
KYTC: https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx

I certify that I have contacted the certified DBE's listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated. I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT's Economic Opportunity Division.

I. DBE Subconsultants to be applied toward DBE goal for the RFP item:

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

II. DBE Subconsultants to be utilized beyond the advertised DBE goal for the RFP item:

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

Estimated Total Percentage Credited toward DBE Goal:_____

Estimated Percentage of Voluntary DBE Work Anticipated over DBE Goal:_____

Company Name: _____

Signature: _____ **Date:** _____

* It is understood that these individual firm percentages are estimates only and that percentages paid may be greater or less as a result of negotiation of contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.

CITY OF
LAFAYETTE

April 22, 2020

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

Dear Board Members:

You have before you a Notice of Award for the Pearl River Sewer Relocation Project. This project is for the relocation of an approximately 6-foot by 9-foot brick arch sewer and the construction of approximately 2,400-feet of 12 to 46-inch diameter mainline and branch sewer.

Sealed bids for this project were opened at the Board of Works Meeting on April 14, 2020. This Award is to the low bidder Bowen Engineering Corporation who submitted a base bid in the amount of $3,523,976.00. Bowen's Alternate Bids No. 1, No. 2, and No. 3 were not accepted. The other base bid received was from Atlas Excavating, Inc. in the amount of $4,376,915.00.

These documents have been reviewed by the Design Engineer and I recommend them for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

Notice of Award

Date: 4/28/2020

Project: Pearl River Sewer Relocation Project	
Owner: City of Lafayette	Owner's Contract No.:
Contract:	Engineer's Project No.: 639700.0000
Bidder: Bowen Engineering Corporation	
Bidder's Address: 8802 North Meridian Street, Indianapolis, IN 46240	

You are notified that your Bid dated April 14, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid.

The Contract Price of your Contract is $Three Million, Five Hundred Twenty-three Thousand, Nine Hundred and Seventy-Six Dollars and Zero Cents. ($3,523,976.00).

Electronic or Printed Copies of the Contract Drawings will be delivered separately or otherwise made available to you.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner and Engineer [3] fully executed counterparts of the Contract Documents. Electronic copies may also be used.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lafayette
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

Butler Fairman Seufert
CIVIL ENGINEERS

Headquarters:
8450 Westfield Blvd.,
Suite 300
Indianapolis, IN 46240
T 317.713.4615
F 317.713.4616
E bfs@BFSEngr.com
www.BFSEngr.com

Branch Locations:
Fort Wayne
Lafayette
Merrillville
Plainfield
South Bend
Louisville, KY

Founded 1961

April 22, 2020

Mr. Brad Talley
Superintendent, Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47909

RE: Pearl River Sewer Relocation Project

Dear Mr. Talley,

We have reviewed the bids for the Pearl River Sewer Relocation Project.

Bid Opening

Bids were received on April 14, 2020, and then opened and read aloud at 9:00 am. The project advertised on March 6 and March 13, 2020 in the Journal & Courier.

Four Addenda were issued:

1. Addendum 1 postponed the original bid date of March 31 to April 14.

2. Addendum 2 addressed various design and quantity updates to the plans and specifications.

3. Addendum 3 addressed the bid submittal process with respect to the COVID-19 pandemic.

4. Addendum 4 addressed unanticipated conditions with trenchless pipe installations.

Two bids were received. Atlas Excavating, Inc and Bowen Engineering Corporation submitted bids for the project.

Bid Results

The bidders submitted additional information to supplement their bids. The documentation is complete, with the exception that Atlas Excavating did not provide financial documents with their bid submittal.

Bowen Engineering Corporation is the apparent lowest, responsive, responsible bidder for the project for the base bid and with consideration for including alternate bids. Bowen Engineering Corporation has worked with the City of Lafayette on past projects with success. The following are the bid prices:

Base Bid:	$3,523,976.00
Alternate Bid No. 1 (Additional 289 feet of 48-inch Jack-and-Bore-Sewer)	$1,453,859.00
Alternate Bid No. 2 (Abandoning Brick Sewer Between Columbia and Alleys)	$ 96,624.00
Alternate Bid No. 3 (Salvaged Brick in Lieu of Porous Pavers on 7th Street)	$ 130,197.00

Bid Acceptance Recommendation

Based on the information provided herein, the bid results, review of the bid documents, and subsequent discussions, we recommend accepting the Base Bid price as submitted by Bowen Engineering Corporation.

Please contact us at (765) 423-5602 if there are any comments or questions.

Sincerely,
BUTLER, FAIRMAN and SEUFERT, INC.

Colin M. Dale

Colin Dale, P.E.
Butler, Fairman & Seufert, Inc.

Bid Results

Pearl River Sewer Relocation Project

City of Lafayette, Indiana

BIDS RECEIVED ON
4/14/2020

Bidder	Base Bid	Alternate Bid No. 1	Alternate Bid No. 2	Alternate Bid No. 3
Engineer Estimate	$4,160,273.00	$1,091,530.00	$122,260.00	$199,430.00
Bowen Engineering, Corp.	$3,523,976.00	$1,453,859.00	$96,624.00	$130,197.00
Atlas Excavating, Inc.	$4,376,915.00	$1,242,510.00	$220,936.00	$260,320.00