NOTICE OF PUBLIC MEETING
OF THE
LAFAYETTE REDEVELOPMENT COMMISSION
May 28, 2020
11:00 am
City of Lafayette YouTube channel https://www.youtube.com/user/CityofLafayetteIN/live

Welcome And Call To Order

Approve Minutes

Approve Minutes Of The April 23, 2020 Meeting

Documents:

APRIL 23 2020 MINUTES.PDF

New Business

Public Offering Of Property/Request For Proposal S 8th Street

Core Planning Strategies Project Management Agreement- City Of Lafayette Municipal Building

Documents:

CORE PLANNING PROJECT MANAGEMENT AGREEMENT-MUNICIPAL BLDG.PDF

Milestone Contractors Streetscape Phase VI Change Order # 1

Documents:

MILESTONE CONTRACTORS-HUSTON ELECTRIC CO 1 STREETSCAPE VI.PDF

IWM Consulting Group- Proposal For Phase I Environmental Site Assessment And Comfort Letter Request Proposed Police Station Project Adjoining Properties

Documents:

IWM CONSULTING GROUP PROPOSAL.PDF

Kettelhut Construction Inc + Wilhelm Construction- Letter Of Agreement CMc Services For The City Of Lafayette Municipal Building

Documents:

KETTELHUT-WILHELM LETTER OF AGREEMENT.PDF

Director's Report

Claims

Approve May 2020 Claims

Documents:

RDC MAY CLAIMS.PDF

Public Comment

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

Adjourment

MINUTES OF THE
LAFAYETTE REDEVELOPMENT COMMISSION MEETING
April 23, 2020 11:00 am

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

Attendance via online GoToMeeting

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

Ex-Officio Members: Dave Moulton
Absent: Randy Bond

Staff: Dennis Carson, Economic Development Director; John Collier, Assistant Economic Development Director; Jacque Chosnek, Deputy City Attorney; Cindy Murray, City Clerk; Dave Huhnke, Marketing Director; Tim Clary, City Controller; Tony Roswarski, Mayor

Guests: Greg Balsano, Baker Tilly; Jason Semler, Baker Tilly; Cash Canfield, American Structurepoint; Mike Hoopingarner, American Structurepoint; Deb Kunce, Core Planning Strategies; Tetia Lee, Tippecanoe Arts Federation; Shelby Bowen, Rebar Development; Cullen Cochran, Dentons Bingham Greenbaum

Welcome and Call to Order

Jos Holman welcomed everyone to the Redevelopment Commission meeting, noted that a quorum was present and opened the meeting of the Lafayette Redevelopment Commission at 11:05 a.m. In accordance with Governor Holcomb's requirements for online public meetings during the COVID19 situation, all motions will be passed by roll call vote.

Approval of the Minutes

Jim Terry moved to approve the March 26, 2020 minutes. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

New Business

Resolution No. LRC 2020-06 *Amending Declaratory Resolution of The Lafayette Redevelopment Commission Amending The Consolidated Plan For The Consolidated Creasy/Central Economic Development Area* - We have a new development for downtown that we are seeking to support with a TIF backed Economic Development Bond using the tax increment that will be captured from the project itself. The project, the Ellsworth, is a five story building with 97 apartment units, 2,000 sq. ft. of commercial and 80 parking spaces. The project investment is nearly $18M and located on the east half of the Regions Bank lot on the corners of 5th, South and Alabama Streets. This project will be complementary to Pullman Station, located along a major thoroughfare on a prominent but underutilized site. It is also of unique character and design with high quality masonry exterior materials as well as high quality interior finishes and amenities but priced reasonably for our market. This resolution is the first step in the process and it is amending the Consolidated Central/Creasy TIF plan to include the project. Project developers, Rebar Development, represented by Shelby Bowen gave additional details about the project. Cullen Cochran, bond counsel, presented the steps for the bond and finance approval. Mayor Roswarski spoke in support of the project. Don Teder moved to approve Resolution No. LRC 2020-06. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

American Structurepoint- *A&E services related to police station and parking garage project.* – After a lengthy evaluation of seven firms for architectural and engineering services for the proposed new police station and parking garage, we are recommending American Structurepoint as the design consultant. As you know, this approximately $40M project is one of the most significant projects undertaken by the City in many years as it will address the facility needs of modern day public safety personnel and be designed to serve Lafayette for decades to come. It and the accompanying parking garage will support additional development downtown, provide City/Police parking and additional public parking to serve our growing performing arts facilities and downtown culture and entertainment scene. The amount of the contract is not to exceed $2,145,000 plus reimbursables. Deb Kunce, Mike Hoopingarner and Cash Canfield presented additional information. Mayor Roswarski spoke in favor of the project commenting about the need for a new public safety facility. Jim Terry moved to approve American Structurepoint- A&E services contract. Don Teder seconded and the motion passed unanimously by roll call vote.

Tippecanoe Arts Federation*-Wabash Avenue Crosswalk Project* – Margy Deverall, Economic Development Senior Project Manager, was able to secure $10,000 of State funding for a series of projects designed to test various improvements and enhancements to intersections of the neighborhood using public art. The total cost of the project is $15,000 that includes a $5,000 match from the Redevelopment Commission/TIF Funds. Tetia Lee of the Tippecanoe Arts Federation will administer the project. Don Teder moved to approve the Tippecanoe Arts Federation-Wabash Avenue Crosswalk Project. Jim Terry seconded and the motion passed unanimously by roll call vote.

Public Offering of Property/Requests for Proposal *– S. 8th Street* – In the late 1990s, the City of Lafayette acquired and cleared some severely blighted properties on the south end of S 8th Street to alleviate their burden on the neighborhood and City. Oregon Street was extended to provide a connection between S 7th and S 8th Streets. Many other investments in infrastructure improvements have been made in and around the area primarily to address Combined Sewer Overloads (CSO) for the City and the area through Lafayette Renew as part of the City's EPA mandated CSO Long Term Control Plan. During this time, planning activities have been undertaken with the neighborhood and other stakeholders to conceptualize its long term development. These plans include a mix of uses that are outlined in the Public Offering document and survey attached that are consistent with the surrounding area and desires of the stakeholders. The Redevelopment Commission, as owners of the property, can seek prospective buyers/developers and sell the property to interested parties with certain guidelines, requirements and restrictions for no less than the average of two appraisals. The average is $180,000 for the 2.306 acres of property. We feel it is time to seek developers to work with for an appropriate development to enhance the neighborhood and downtown. The offering will be advertised and any proposals received will be considered at the May meeting. Dennis Carson and Mayor Roswarski spoke in favor of this public offering. Jim Terry moved to approve Public Offering of Property/Requests for Proposal – S. 8th Street. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

Director's Report

The Economic Development office continues to be closed due to Governor Holcomb's shelter-in-place order. Staff members are working remotely. All projects are moving forward. The Main Street Streetscape Phase III project is scheduled to begin in the first or second week of May. The Streetscape Phase VI (Third and Columbia Streets) project is expected to begin June 1. We are working with Engineering on the S. 4th Street striping project and we held our first meeting to discuss the potential conversion of 3rd and 4th Streets from one-way to two-way streets. We are moving forward with the Jefferson Neighborhood Plan and will be scheduling stakeholder meetings in the neighborhood. We are busy putting together a Small Business loan program supported by CDBG grant funds. The program is intended to support local businesses affected by COVID-19. The Mayor indicated that the Riverside Promenade is expected to be completed by the end of May.

Claims

Jim Terry moved to approve the April 2020 claims in the amount of Three hundred sixty thousand, seven hundred eighty-five dollars and thirty-nine cents ($360,785.39). Shelly Henriott seconded and the motion passed unanimously by roll call vote.

Public Comment

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

Adjournment

Shelly Henriott moved to adjourn the meeting. Jim Terry seconded and the meeting of the Lafayette Redevelopment Commission was adjourned at 12:02pm.

Respectfully submitted
Michelle Conwell, Recording Secretary

Approved,

_____

T.J. Thieme, Secretary
Lafayette Redevelopment Commission

PROJECT MANAGEMENT AGREEMENT

City of Lafayette

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is effective as of this 28th day of May, 2020, between the City of Lafayette ("Owner"), and CORE Planning Strategies, LLC, ("Project Manager").

WHEREAS, the Owner desires to construct a new Municipal Building to include a Police Station and 500-600 space parking garage for city employees and the public at 6th Street, Lafayette, IN herein as the "Project."

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1.1 The term "Designer" means and includes all architects and engineers furnishing architectural/engineering services in connection with any aspect of the Project (the "Work").

1.2 The term "Builder" means and includes all construction managers as constructors, subcontractors, materialmen, suppliers and vendors performing and/or furnishing labor, services, materials, supplies and equipment (the "Work") and incorporated herein.

1.3 The term "Contract Documents" means and includes the drawings and specifications relating to any Project prepared or to be prepared by the Designer.

1.4 All of the service described in this Section 1.7 and in the following Sections 1.9-1.15 shall all be considered “Services” under this Agreement.

1.5 The Services to be performed under this Agreement shall commence the date of this Agreement and shall be completed no later than the schedule outline in Section 1.10.

1.6 The Project Manager is not an agent of the Owner, but an independent contractor with authority to act on behalf of the Owner only to the extent provided in this Agreement.

1.7 The Project Manager shall further the interests of the Owner by furnishing the Project Manager’s best skill and judgment in planning, managing, and coordinating the design and construction phases of the Project. The Project Manager’s Representative shall furnish a qualified professional staff for the performance of the services under this Agreement. The Project Manager shall provide the persons identified in Exhibit A attached hereto.

1.8 Notwithstanding any other provision of this Agreement, it is the intent of the parties that CORE Planning Strategies, LLC shall act as the Project Manager in connection with the Project. Therefore, the Project Manager shall (i) assist the Owner in the performance of all Owner obligations under the Contract Documents; (ii) review all documents submitted to the Owner for review under the Contract Documents and make appropriate recommendations to the Owner, and (iii) take such action as it deems necessary to protect the Owner's interests in the Project, including budgeting, scheduling and quality.

1.9 The Project Manager shall provide services as denoted in Exhibit B.

1.10 The Project Manager shall develop an overall project schedule and budget. The cost reporting system will be provided by the Owner. The preliminary design and construction schedule are forecasted as:

Month	Design Phases	Construction Phases
May-20	Pre Design	
Jun-20	Pre Design	
Jul-20	Pre Design	
Aug-20	Schematic Design	
Sep-20	Schematic Design (SD)	
Oct-20	Schematic/Design Dev	
Nov-20	Design Development (DD)	
Dec-20	Design Development	
Jan-21	Design Development	
Feb-21	Design Development	
Mar-21	Constr Docs	GMP Bidding
Apr-21	Constr Docs	Construction
May-21	Constr Docs	Construction
Jun-21	Constr Docs	Construction
Jul-21	Constr Docs	Construction
Aug-21		Construction
Sep-21		Construction
Oct-21		Construction
Nov-21		Construction
Dec-21		Construction
Jan-22		Construction
Feb-22		Construction
Mar-22		Construction
Apr-22		Construction
May-22		Construction
Jun-22		Construction
Jul-22		Construction
Aug-22		Construction
Sep-22		Construction
Oct-22		Construction
Nov-22		Construction

1.11 The Project Manager shall coordinate with the Owner and provide direction to the Owner's Designer and Builder.

1.12 The Project Manager will provide a technical review of Schematic Design, Design Development and Construction Documents (three design phases) and provide a written deficiency list for Owner review and comment. Project Manager will also work with Designer and Builder to work through all identified deficiencies. A review of Pre-Design will also be provided; however, this is more of a programmatic review against the established requirements.

1.13 The Project Manager shall act as the Owner during design and construction phases and take such action (or recommend such action to the Owner) to see that the Project is completed in accordance with its requirements.

1.14 The Project Manager shall participate in the Builder's "punch lists" walkthrough to identify construction items which may be unfinished, outstanding, incomplete or in need or correction and shall supplement or modify any such punch list based upon the Project Manager's own inspection of the Work.

1.15 The Project Manager shall review each Builder's final application for payment and monitor the final payment process to ensure that payment is made in accordance with the Contract Documents.

1.16 Basic Compensation.

1.16.1 For all services, as described in this Agreement, Project Manager's Compensation shall be a fixed fee of two-hundred and eighty-four thousand, four hundred and twenty-five Dollars ($284,425). Such amount includes all amounts payable to Project Manager. Such amounts include all amounts payable to Project Manager except for such reimbursables as set forth in Section 1.18.

1.16.2 Payment shall be made in monthly installments as identified in the Exhibit C – Fee Schedule. In the event of delay, such monthly payments shall be recalculated and paid as agreed upon by the Owner and the Project Manager, based on the percentage of work completed.

1.17 Compensation for Additional Services.

1.17.1 Compensation for Additional Services shall be based upon hourly rates of compensation computed based on the following Hourly Rates. No Additional Services shall be provided or billed for by Project Manager unless agreed to in writing by Owner.

1.17.2

Employee Classification	Hourly Rate
Managing Principal	$ 230
Senior Project Manager	$ 180
Project Manager	$ 170
Project/Construction Coordinator	$ 112
Executive Administrative Assistant	$ 88

1.18 Reimbursables will not exceed Twenty Thousand Dollars ($20,000) and will include mileage based on current IRS rates and external printing services. Payments are due and payable thirty (30) days from the date of the invoice.

1.19 The Project Manager, at no expense to the Owner, shall carry and maintain insurance as set forth in the City of Lafayette Standard Terms and Conditions attached as Exhibit "D".

1.20 The Project Manager will undertake all such additional activities not expressly stated that are reasonably necessary or appropriate to advise the owner on all foreseeable issues in the design and construction of the new building without additional compensation unless otherwise agreed to by the parties in writing.

1.21 This Agreement shall be governed by the law of the State of Indiana without regard to conflict laws.

1.22 All of the remedies permitted or available to either party under this Agreement, or at law in equity, shall be cumulative and shall survive the termination of this Agreement or the completion of the Project, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. However, remedies that survive termination of this Agreement as stated above only service for an amount of time equal to the applicable statute of limitations for a specific claim brought.

1.23 In the event that any term or provision, or part thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.24 The Project Manager and the Owner hereby irrevocably consent to the jurisdiction of the State or Federal courts located in Indiana over any matter relating to this Agreement and, to the extent permitted by law, waive any objection based on venue to a proceeding in any such court.

1.25 If the Project Manager employs any person, firm or corporation to perform any of its services, payment for such service or performance shall be the sole responsibility of the Project Manager.

1.26 Any liability of the Project Manager is limited to the amount of the fee, and information furnished by others is assumed to be true and reliable. If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.27 If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.28 Termination Without Cause. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination, Owner shall pay Project Manager the monthly installment provided in Exhibit C, pro-rated through the date of termination. No additional amounts shall be due from Owner to Project Manager.

1.29 The City of Lafayette Standard Terms and Conditions for Professional Services (Exhibit D) are incorporated herein and in the event of conflict shall control

OWNER:	PROJECT MANAGER:
City of Lafayette	CORE Planning Strategies, LLC
By:_____	
Printed:	Printed: Debra S. Kunce, FAIA
Title:	Title: Managing Principal

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 28 day of May, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

Exhibit A – Proposed Staffing

Staff Name	Company Name	Team Role
Deb Kunce, FAIA	CORE Planning Strategies, LLC	Managing Principal
Katie Robinson	CORE Planning Strategies, LLC	Project Manager
Susan Drattlo	CORE Planning Strategies, LLC	Executive Assistant

CORE Planning Strategies offers a blended staffing model which represents decades of experience in planning, design and construction. Deb Kunce will be the Project Executive and key contact throughout the project.

Exhibit B – Matrix of Responsibilities

			Owner / Legal / Insurance	Owner's Rep (CORE Planning Strategies)	Architect / Engineer (AE)	Construction Manager as Constructor (CMc)
Master Project Coordination	Master Budget and Schedule					
		Develop, Update, and Report		x		
		Review / Input	x		input	input
		Approve	x			
	Communications					
		Develop content and monthly communications flyers		x		
		Commission meeting updates		x	x	
		Review / Execute	x			
	Contract Procurement					
		AE Contract	Approve	Review	Develop	
		CMc Contract	Approve	Review	Review	Develop
		Owner's Rep Contract	Approve	Develop		
Pre-Design / Design / Construction	Design Phase / Preconstruction					
		Design and Documentation			x	
		Technology infrastructure design/requirements			x	
		Coordination / Precon Meetings	x	x	Lead	x
		Work thru Project Constraints	x	x	Lead	x
		Construction cost estimates & constr scheduling				x
		Technical Reviews and value engineering		x	x	x
		Contract compliance		x		
		Review and Recommend		x		
		Approval	x	Facilitate		
	Surveyor and 3-D Scanning					
		Solicit quotation		x	Input	
		Approve / Contract	x			
	Environmental (including UST removal)					
		Develop professional services scope and solicit quotations		x		
		Coordinate their work with other team		x	x	x
		Permitting				x
		Approve / Contract	x			
	Construction Testing					
		Solicit quotations		x	scope	scope
		Review			x	x
		Approve / Contract	x			
	State/Local Agency Permitting					
		Rezoning, local approvals, or variances	x	Support	x	
		Submit/secure State and Local Gov't Approvals			x	
		Construction Permitting				x
	Construction Phase					
		Execute / Implementation				x
		Coordination Meetings	x	x	x	Lead
		Review Change Orders	Approve	Recommend	Review	
		Review/Approve SOV and Pay Apps			x	
		Review for SOV/Pay App Compliance		x		
		Approve / Contract	x	x		
	Post Construction Phase					
		Lead claim resolutions - warranty			x	

			Owner / Legal / Insurance	Owner's Rep (CORE Planning Strategies)	Architect / Engineer (AE)	General Contractor (GC)
Ancillary Vendor Procurement	Signage (Interior and Exterior)					
		Develop scope and solicit quotations		x	integrate	
		Review	x	x		
		Approve / Contract	x			
	Relocation Services					
		Solicit quotations		x		
		Facilitate Relocation Planning	x			
		Approve / Contract	x			
	Furniture, Fixtures, and Equipment					
		Furniture Partner selection	x			
		Work with vendor to develop & coordinate scope	x	support		
		Coordinate during design phase		support	x	
		Coordinate during construction phase		x		
		Approve / Contract	x			

Exhibit C – Fee Schedule

Month	Design Phases	Construction Phases	Revised Invoicing
May-20	Pre Design		$ 9,175
Jun-20	Pre Design		$ 9,175
Jul-20	Pre Design		$ 9,175
Aug-20	Schematic Design		$ 9,175
Sep-20	Schematic Design (SD)		$ 9,175
Oct-20	Schematic/Design Dev		$ 9,175
Nov-20	Design Development (DD)		$ 9,175
Dec-20	Design Development		$ 9,175
Jan-21	Design Development		$ 9,175
Feb-21	Design Development		$ 9,175
Mar-21	Constr Docs	GMP Bidding	$ 9,175
Apr-21	Constr Docs	Construction	$ 9,175
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Jul-21	Constr Docs	Construction	$ 9,175
Aug-21		Construction	$ 9,175
Sep-21		Construction	$ 9,175
Oct-21		Construction	$ 9,175
Nov-21		Construction	$ 9,175
Dec-21		Construction	$ 9,175
Jan-22		Construction	$ 9,175
Feb-22		Construction	$ 9,175
Mar-22		Construction	$ 9,175
Apr-22		Construction	$ 9,175
May-22		Construction	$ 9,175
Jun-22		Construction	$ 9,175
Jul-22		Construction	$ 9,175
Aug-22		Construction	$ 9,175
Sep-22		Construction	$ 9,175
Oct-22		Construction	$ 9,175
Nov-22		Construction	$ 9,175
Total			$ 284,425

Exhibit D – Standard Terms and Conditions Professional Services and Certificate of Insurance
(see attached)

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – aggregate limit of $2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, ~~non-renewal or significant change~~ of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

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

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution**. All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities**. Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify**. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran**. Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work**. In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions**. The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

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

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

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

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

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

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

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

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

E-Verify Affidavit

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

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

(Vendor): CORE PLANNING STRATEGIES, LLC

By (written Signature): [signature]

(Printed Name): Debra S. Kunce

(Title): Managing Principal

Important – Notary Signature and Seal Required in the Space Below

SUSAN E. DRATTLO
Seal
Notary Public - State of Indiana
Johnson County
My Commission Expires Mar 3, 2024

STATE OF Indiana SS:

COUNTY OF Marion

Subscribed and sworn to before me this 8th day December, 2017.

My commission expires: 3/3/24 (Signed): Susan E Drattlo

Residing in Johnson County, State of Indiana

Client#: 124838 WORKSSYS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2020

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

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

PRODUCER
Dimond Bros Insurance LLC
11708 North College Avenue
Carmel, IN 46032

CONTACT NAME: Nikki Jones
PHONE (A/C, No, Ext): 317 853-3500 FAX (A/C, No):
E-MAIL ADDRESS: nikki.jones@dimondbros.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Company	23396
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Worksmart Systems Inc
9957 Crosspoint Blvd
Indianapolis, IN 46256

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC202747016	03/01/2020	03/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Additional Named Insured: CORE Planning Strategies, LLC - Worksmart Client #10377

Subject to the terms and conditions of the policy, A Waiver of Subrogation is added on the Workers Compensation policy in favor of the Certificate Holder but only if required by written contract and subject to state statutes.

CERTIFICATE HOLDER

City of Lafayette
515 Columbia Street
Lafayette, IN 47901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WorkSmart SYSTEMS

Helping business work smarter.

April 20, 2020

To Whom It May Concern:

Core Planning Strategies, LLC has entered into a Co-Employment Agreement with WorkSmart Systems, Inc. via a client service agreement. This allows Core Planning Strategies, LLC to outsource all payroll and HR functions to WorkSmart Systems, Inc.

WorkSmart Systems, Inc. is a registered Certified Professional Employer Organization in the state of Indiana, employing over 8,000 employees across approximately 250 individual client companies and 43 states ranging in size from 1 employee to over 300. Professional Employer Organizations (PEO's) enable clients to outsource the management of human resources, employee benefits, and payroll services.

When entering into a PEO relationship, the PEO is considered the employer of record and all taxes and payroll forms are prepared in the name of the PEO. As a result of this "co-employment" relationship, WorkSmart Systems, Inc. prepares all employee pay checks, W-2's and tax filings as a single employer, is considered the employer of record for unemployment insurance filings, and offers worker's compensation coverage and large-group employee health and wellness programs to all eligible co-employees. As a result, no tax filings exist specifically for employees of Core Planning Strategies, LLC under their tax ID number(s).

Contractually, WorkSmart Systems does not have the right to take any operational control over Core Planning Strategies, LLC and the business is free to operate in the way it sees fit. In addition, all employees of Core Planning Strategies, LLC remain employees of Core Planning Strategies, LLC and the work they do for the organization does not change by nature of this relationship. WorkSmart Systems simply becomes the "employer of record."

Additionally, WorkSmart Systems is a registered E-Verify employer (ID: 435992) and verifies all client's new hires through the E-Verify system. WorkSmart, through consultations with NAPEO (National Association of Professional Employer Organizations) and its team of immigration and PEO attorneys, has taken the position that registering as the employer and verifying all new hires satisfies the reporting requirements of SEA-590.

Should you have any additional questions please feel free to call me at (317) 585-7870 or e-mail me at dtennessen@worksmartpeo.com.

Sincerely,

Dawn Tennessen
HR Generalist

Please note this letter is being provided to demonstrate our employees are covered under the worker's compensation plan of WorkSmart, based on the co-employment agreement.

Debra S. Kunce, Managing Principal
CORE Planning Strategies

CITY OF
LAFAYETTE

Economic Development Department
Marketing & Communications Department

515 Columbia Street • Lafayette, Indiana 47901-1412
Phone 765-807-1090 • http://www.lafayette.in.gov

To: **Members of the Lafayette Redevelopment Commission**

CC: **Tony Roswarski, Jacque Chosnek, Tim Balensiefer, Jeromy Grenard,**

From: **Dennis H. Carson, Director**
Economic Development Department

RE: **Streetscape Phase VI - Change Order # 1**

Date: **May 18, 2020**

Please place the following request for approval on the May 28, 2020 Redevelopment Commission meeting agenda.

Streetscape Phase VI Change Order # 1 – Requesting the following changes to the contract award to Milestone Contractors for this project:

Change in pay items:
CO #1 – Replace existing streetlights (2) on the North side of Columbia St. between 4th & 5th Streets with owner supplied materials to match Streetscape VI plans. **Amount $19,242.00**

Previous Contract:	$1,234,048.40
Increase (CO#18):	$ 19,242.00
Revised Contact Amount:	$1,253,290.40

This additional work will extend the substantial completion date by three working days from November 25, 2020 to November 30, 2020.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 001

Date of Issuance:	5/18/2020	Effective Date:	5/18/2020
Owner:	City of Lafayette	Owner's Contract No.:	
Contractor:	Milestone Contractors	Contractor's Project No.:	
Engineer:	TBIRD Design Services	Engineer's Project No.:	19005
Project:	Streetscape Phase VI	Contract Name:	Streetscape Phase VI

The Contract is modified as follows upon execution of this Change Order:

Description: Replace existing streetlights (2) on the North side of Columbia St. between 4th & 5Th streets with owner supplied materials to match Streetscape VI plans.

Attachments: Milestone Contractors Change Order – 4th and 5th Electrical

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,234,048.40	Original Contract Times: Substantial Completion: Nov. 25, 2020 Ready for Final Payment: Dec. 17, 2020 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $ NA	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: NA Ready for Final Payment: NA days
Contract Price prior to this Change Order: $ 1,234,048.40	Contract Times prior to this Change Order: Substantial Completion: Nov. 25, 2020 Ready for Final Payment: Dec. 17, 2020 days or dates
[Increase] of this Change Order: $ 19,242.00	[Increase] of this Change Order: Substantial Completion: Nov. 30, 2020 (3 workdays) Ready for Final Payment: Dec. 17,2020 (No Change) days or dates
Contract Price incorporating this Change Order: $ 1,253,290.40	Contract Times with all approved Change Orders: Substantial Completion: Nov. 30, 2020 Ready for Final Payment: Dec. 17, 2020 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Milestone

May 18, 2020

T-Bird

Lafayette Streetscape Ph VI

Change Order – 4th and 5th Electrical

Excavation & Patching	$4,842.00
Electrical Work – Huston Electric	$14,400.00

TOTAL ADD = $19,242.00

Please add 3 additional days to the intermediate completion date for this work.

Sincerely,

Michael Bennet
Senior Estimator

cc: jobfile

Milestone Contractors, L.P.
3301 S. 460 E., Lafayette, IN 47905 (765) 772-7500 Fax (765) 772-7541

HUSTON
powering innovation

electrical services | home & business technology
signage & graphics | generator & compressor

April 28th, 2020

Milestone Contractors
ATTN: Michael Bennet; Michael.Bennet@milestonelp.com

Conduit and Wiring to (2) New Light Locations 4th / 5th St.
Scope of Work and Quotation Page 1 of 1

Huston Electric, Inc. is pleased to provide the following quotation for the above referenced project based on the scope of work as listed below:

INCLUDED IN PROPOSAL:

- Furnish and install (2) new concrete light pole bases.
- Furnish and install PVC conduit extensions, underground wiring, PVC fittings / connectors, junction boxes, supports, straps/hangars, and pull string to tie bored conduit in to (2) pole lights and exterior electrical service in alleyway.
- Caution tape, safety cones, and installation barricades included to coordinate installation in downtown alleyway and sidewalks.
- Crane truck included for portions of project duration to set new light poles.
- Coordinate demo and conduit installation with Milestone Contractors.

EXCLUDED FROM PROPOSAL:

- Light pole assemblies to be provided by owner.
- This does not include receptacle pedestal locations at light poles. This would require a separate constant power circuit from alley electrical service.

Total Project Price: $ 14,400.00

(This quote is good for 30 days.)

We trust the above quotation meets with your approval, and we sincerely appreciate the opportunity to be of service. Should you have any questions, or request any additional information, please contact me at our Lafayette Office.

Matthew Huston
Director of Electrical Services
www.hustonelectric.com

1915 E. North Street
Kokomo, IN 46901
Phone: 765-457-9137
Fax: 765-459-4116

1105 E. 181st Street
Westfield, IN 46074
Phone: 317-804-9009
Fax: 317-804-9161

2723 Old Romney Road
Lafayette, IN 47909
Phone: 765-474-6115
Fax: 765-474-6071

April 28th, 2020

Milestone Contractors
ATTN: Michael Bennet; Michael.Bennet@milestonelp.com

Conduit and Wiring to (2) New Light Locations 4th / 5th St.
Scope of Work and Quotation Page 1 of 1

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Matthew Huston
Director of Electrical Services
www.hustonelectric.com

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

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

1015 Production Road, Fort Wayne, IN 46808 phone: (260) 497-9620 iwmconsult.com

May 22, 2020

City of Lafayette - Economic Development Department
515 Columbia Street
Lafayette, Indiana 47901
Attn: Mr. Dennis Carson

Proposal for
Phase I Environmental Site Assessment and Comfort Letter Request
Proposed Police Station Property
625-639 Columbia Street/10 North Seventh Street, Lafayette, Tippecanoe County, Indiana

Dear Mr. Carson:

IWM Consulting Group, LLC (IWM Consulting) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) and complete a Comfort Letter Request for the commercial lots that are the Proposed Police Station Property located at 625-639 Columbia Street/10 North Seventh Street in Lafayette, Indiana (hereinafter referred to as the site). IWM Consulting understands the site consists of a total of approximately 0.89-acres of commercial property on five (5) land parcels identified as Parcel Nos.:

- 79-07-20-488-014.000-004,
- 79-07-20-488-013.000-004,
- 79-07-20-488-012.000-004,
- 79-07-20-488-011.000-004, and
- 79-07-20-488-010.000-004.

The parcels are currently owned by 625 Midtown LLC (western portion) and Scheumann Properties LLC (eastern portion) and are improved with three (3) commercial buildings. The 625 Midtown LLC building is a single-story building on a partial basement with a building footprint of approximately 11,340 square feet that was constructed circa 1927, the Scheumann Properties LLC north building is a single-story building on a slab foundation with a building footprint of approximately 4,050 square feet that was constructed circa 1955, and the Scheumann Properties LLC south building is a single-story building on a partial basement with a building footprint of approximately 5,104 square feet, 3,264 square feet of which was constructed in 1955 and 1,840 square feet of which was constructed in 1989. The purpose of the Phase I ESA is to ascertain if areas of *recognized environmental conditions* (*RECs*) are present on the property. It is our understanding that the Phase I ESA will be conducted for the benefit of the **City of Lafayette Redevelopment Commission**. If a different entity is required as the report beneficiary, please advise at the time of proposal authorization.

The Phase I ESA will be performed in accordance with ASTM E1527-13, *Standard Practice for Environmental Site Assessments* (hereinafter referred to as E1527-13). The site assessment and inspection will be conducted by IWM Consulting employees that fully qualify as *Environmental Professionals* (*EPs*) as defined in §312.10 of 40 CFR 312.

WORK SCOPE

The E1527-13 Standard satisfies one (1) of the requirements for All Appropriate Inquiry (AAI) into the previous ownership and uses of the site that will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the *landowner liability protections* to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. Other CERCLA requirements beyond an AAI-compliant Phase I regarding continuing obligations for environmental agreements and site remediation may be required for CERCLA liability protection and are not included in the E1527-13 standard practice.

In accordance with E1527-13, IWM Consulting's Phase I ESA will include a review of reasonably obtainable historical and environmental records; contact with regulatory agencies regarding environmental incidents at the sites and adjoining properties; a site visit; and interviews with person(s) familiar with the site (as available). If provided or readily available, environmental reports from prior investigations, assessments, and remedial activities will also be reviewed.

In order to evaluate the site for possible migration of hazardous substances and/or petroleum products to the site through vapors in the subsurface, a *Vapor Encroachment Screening* (*VES*) for the site will be conducted in accordance with guidance provided in ASTM E2600-15, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

AAI has placed new emphasis on "user" obligations. As specified in the E1527-13 standard, certain responsibilities lie with the "user" of the assessment, who is defined as the party that intends to use the ASTM guidance to perform an assessment. The "user" is generally the purchaser, owner, lender, property manager, or potential tenant. In order for IWM Consulting to include this information into our opinions and documentation, this information must be provided before the report is generated. The report will state which information was, or was not, provided by the user. For your convenience, a user questionnaire is attached which can be completed and returned to IWM Consulting for inclusion in the report.

The Phase I ESA as described will not include a review of land title records for environmental liens or *Activity and Use Limitations* (*AULs*) recorded for the site, or any evaluation of non-scope considerations as defined in E1527-13 (such as asbestos, mold, wetlands, radon, endangered species, etc.). Non-scope issues can be addressed if specifically requested by the client; however, additional fees may apply for some of the non-scope issues. The Phase I ESA will not constitute a formal audit for assessing environmental compliance or the suitability of the site for any particular purpose.

IWM Consulting will prepare a Phase I ESA report presenting our methods, observations, findings, and conclusions based on the work scope and limitations described herein. The report will include all items required by E1527-13. One (1) hard copy of the report and an electronic copy in Adobe pdf format on a compact disc (CD) or memory stick will be provided to the client. Additional copies of the report can be provided at no charge if requested prior to delivery of the report.

In order to obtain a Comfort Letter for the site, IWM Consulting will prepare and submit a Comfort Letter Request following issuance of the Phase I ESA report.

SCHEDULE AND COST

IWM Consulting will begin work on this project upon receiving authorization to proceed (see attached Authorization for IWM Consulting to Proceed). The Phase I ESA report will be issued within fifteen (15) business days after gaining access to a site. The client will be immediately informed if any delays in the

performance of the ESA are encountered. The Comfort Letter Request will be prepared upon completion of the Phase I ESA.

The lump-sum fees to complete the work outlined above are as follows:

- Phase I ESA - **$1,800.**
- Comfort Letter Request - **$1,200.**

As previously noted, the Phase I ESA costs do not include a review of land title records for environmental liens and *AULs* recorded for a Site, or consideration of any other non-scope Phase I ESA issues except for flood plains and wetlands. The cost for the Comfort Letter Request preparation also includes potential meetings with Indiana Department of Environmental Management (IDEM) or Indiana Brownfields Program (IBP) staff.

We appreciate this opportunity to offer our services. If you have any questions regarding this proposal, please feel free to contact Ashley Pepple at (260) 702-0576 or by email at apepple@iwmconsult.com or Greg Scarpone at (317) 431-0051 or by email at gscarpone@iwmconsult.com.

Sincerely,
IWM Consulting Group, LLC

Ashley Pepple
Project Manager

Greg Scarpone, LPG
Vice President/Environmental Services

Attachments: Authorization for IWM Consulting Group to Process
User Information and Vapor Encroachment Screening Questionnaire

AUTHORIZATION FOR IWM CONSULTING GROUP TO PROCEED

Proposal Date: May 22, 2020
Client: City of Lafayette - Economic Development Department

Proposal Title: Phase I Environmental Site Assessment and Comfort Letter Request
Proposed Police Station Property
625-639 Columbia Street/10 North Seventh Street
Lafayette, Tippecanoe County, Indiana

The undersigned hereby authorizes IWM Consulting Group (IWM Consulting) to proceed on the above-described project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that IWM Consulting's proposed work scope is adequate for the undersigned's purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including but not limited to the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this Authorization for IWM Consulting to Proceed. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of IWM Consulting.

(Signature)

Dennis Carson
(Typed or Printed Name)

Director
(Title)

765/807-1093
(Telephone Number)

dcarson@lafayette.in.gov
(E-mail Address)

5-22-20
(Date)

[PLEASE RETURN THIS PAGE TO IWM CONSULTING GROUP, LLC]

IWM CONSULTING GROUP

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

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

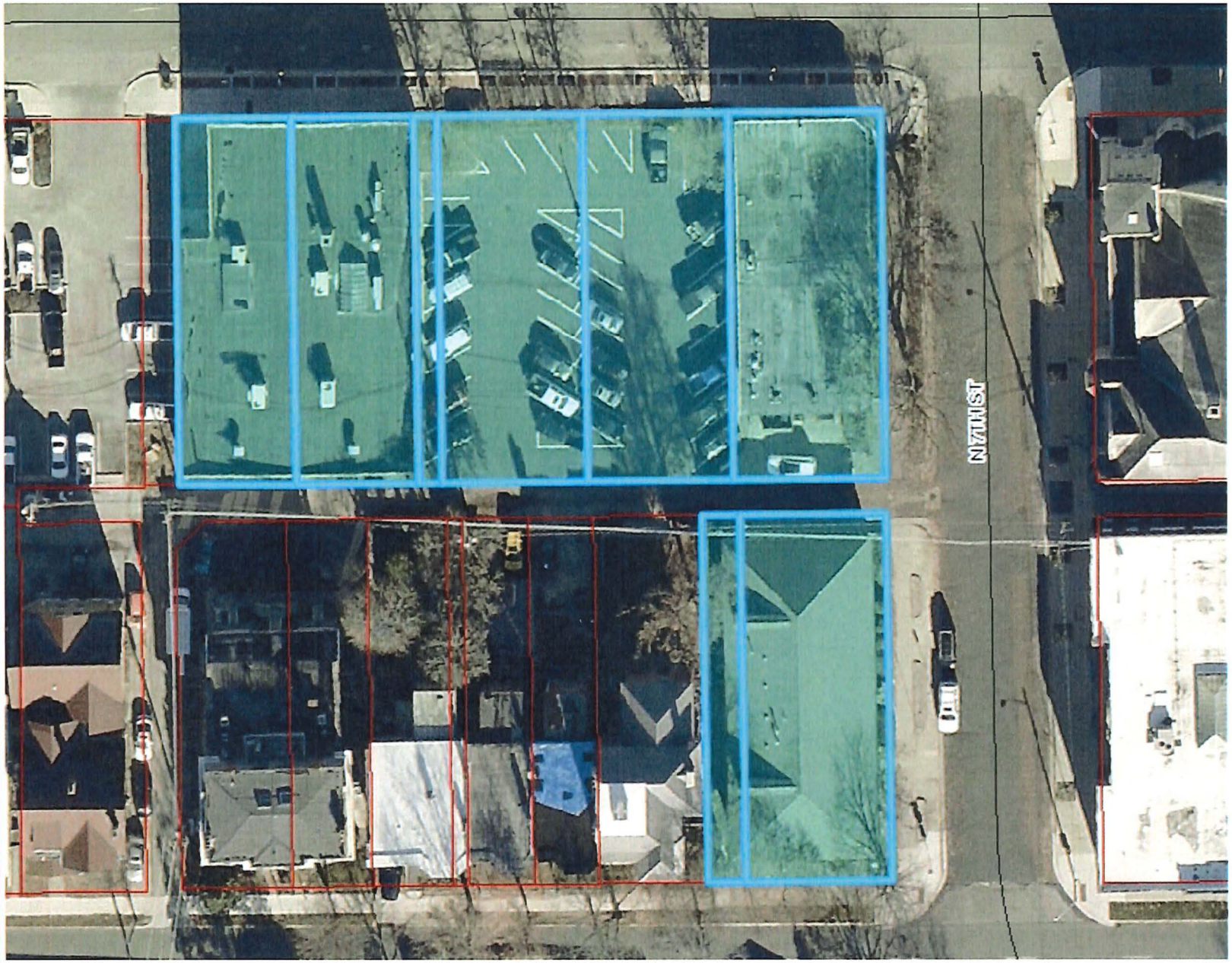
_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

Tippecanoe County GIS



Legend

Ownership Type
- Joint Ownership
- Condominium

Interstates and Highways
- Interstate Highway
- US Highway
- State Highway

- Major Roads
- Local Roads
- Railroads
- County Boundary
- Parcels

1: 600

5/22/2020 11:06:30 AM

Notes

The Board of commissioners of Tippecanoe County, State of Indiana, disclaim any responsibility for the accuracy or correctness of the data, even though the data has been tested for accuracy and is being used for various Geographic Information System (GIS) activities. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED. In no event shall the Tippecanoe County Commissioners or Tippecanoe County become liable to users of the data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using the data, users further agree to indemnify, defend, and hold harmless the Tippecanoe County Commissioners and Tippecanoe County for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. THIS MAP IS NOT TO BE USED FOR NAVIGATION

May 21, 2020

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

Re: City of Lafayette
Letter of Agreement
CMc Services for the City of Lafayette Municipal Building

Dear Mr. Carson,

The City of Lafayette Municipal Building is an important effort for the community and our Kettelhut + Wilhelm team is ready to serve as Construction Manager as constructor for this project. Thank you for taking the time to meet with us regarding the selection process for the Construction Manager as Constructor for the City of Lafayette Municipal Building. As a follow up to our conversation, listed below are the terms we agreed upon in our discussion.

1. The Kettelhut + Wilhelm team will provide preconstruction services for the Municipal Building and Parking Structure for a lump sum fee of $50,000.
2. Our fee for CMc Services will be 2.5 percent.
3. In accordance with Indiana Code 5-32, the Kettelhut + Wilhelm team, will limit the amount of self-performance work to a combined total of 20 percent.
4. The team that presented in the interview will be the team that is involved with this project.
5. In response to Addendum #1 dated March 17, 2020, our team has no issue with the City of Lafayette's Standard Terms and Conditions (below).

    a. **E-Verify**. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

    b. **Contracting with Iran**. Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

    c. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

    d. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

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

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

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

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

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

6. We agree that the contract for this project will be the AIA Document A133 – Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The above City of Lafayette terms will be included to the AIA A133 contract. The remaining terms and conditions of the contract will be negotiated in good faith in the upcoming weeks.

If you find the above acceptable, please sign the acknowledgement below on both copies and return one copy to our office.

We look forward to working with Core Planning Strategies and the City of Lafayette on this exciting project. Please contact us at your convenience if you have questions, or require any additional information.

Sincerely,

D. Alex Gonzalez
Executive Vice President
Kettelhut Construction, Inc.

DAG: jas

ACKNOWLEDGEMENT AND ACCEPTED:

By: _____ Date: _____

Title: _____

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 28th day of May, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

ALLOWANCE OF VOUCHERS

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

_____, 20 _____. _____

Fiscal Officer

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 4 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $463,449.97 DATED THIS DAY OF MAY 28, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

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Invoices to be Approved 5/28/2020

Invoices			
Chase Bank	$ 463,449.97		
Total Invoices		$ 463,449.97	
Grand Total			$ 463,449.97

CITY OF LAFAYETTE

Board List by Voucher

Board: RD052820 5/28/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
12861	INDIANA DESIGN CONSORTIUM INC	7043	INV	5/28/2020	1,285.00	STREET SIGN PROD 2020-MAIN ST STREETSCAPE PH 3
12861	INDIANA DESIGN CONSORTIUM INC	7044	INV	5/28/2020	2,200.00	MARKETING PLAN 2020-MAIN ST STREETSCAPE PH 3
12861	INDIANA DESIGN CONSORTIUM INC	7040	INV	5/28/2020	7,940.00	WEBSITE 2020-MAIN ST STREETSCAPE PH 3
12861	INDIANA DESIGN CONSORTIUM INC	7042	INV	5/28/2020	3,915.29	PRODUCTION 2020-MAIN ST STREETSCAPE PH 3
12861	INDIANA DESIGN CONSORTIUM INC	7041	INV	5/28/2020	291.00	IN-STORE SIGNAGE 2020-MAIN ST STREETSCAPE PH 3
862	DON R SCHEIDT & CO INC	20-5083	INV	5/28/2020	3,100.00	INSPECTION-625 COLUMBIA STREET
15884	MKSK INC	2200394	INV	5/28/2020	1,625.00	JEFFERSON NEIGHBORHOOD ENHANCEMENT PLAN
15884	MKSK INC	2200263	INV	5/28/2020	1,625.00	JEFFERSON NEIGHBORHOOD ENHANCEMENT PLAN
1976	LONG CENTER INC	2020603	INV	5/28/2020	4,271.29	DOWNTOWN ACTIVATION PROJ-BIG BUBBLE BONANZA
16634	HUGHES ENVIRONMENTAL INC	12171	INV	5/28/2020	5,588.00	LAFAYETTE THEATER HVAC CLEANING MAY INSTALLMENT
9160	BUTLER, FAIRMAN & SEUFERT INC	88896	INV	5/28/2020	3,156.50	PROF SVCS-4TH ST PAVEMENT MARKING/SIGNAGE PLAN
5967	TIPPECANOE ARTS FEDERATION	8303	INV	5/28/2020	300.00	REPAIR SOUND SYSTEM-WABASH NEIGHBORHOOD MEETING
12861	INDIANA DESIGN CONSORTIUM INC	7094	INV	5/28/2020	900.00	PRESS RELEASE 2020-MAIN ST STREETSCAPE PH 3
7475	T BIRD DESIGN SERVICES CORPORATION	8637	INV	5/28/2020	6,663.75	SIGNALS 5TH AND 6TH AT SOUTH ST REDEVELOPMENT
7475	T BIRD DESIGN SERVICES CORPORATION	8644	INV	5/28/2020	5,041.25	STREETSCAPE 2019
7475	T BIRD DESIGN SERVICES CORPORATION	8653	INV	5/28/2020	345.00	SOUTH 8TH STREET REDEVELOPMENT
15748	MICHAEL C LADY ADVISORS INC	118-2020-0450	INV	5/28/2020	3,700.00	APPRAISAL SERVICES-625 COLUMBIA ST

Board List by Voucher

Board: RD052820 5/28/2020

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

14549	CORE PLANNING STRATEGIES LLC	2019-023-05	INV	5/28/2020	251.00	POLICE STATION RFP
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000015	INV	5/28/2020	21,526.80	MAIN ST STREETSCAPE PHASE 3&4
7704	CHOSNEK LAW, P.C.	15583A	INV	5/28/2020	2,517.50	LEGAL SERVICES TIF-APR 20
9180	KANKAKEE VALLEY PUBLISHING	00764364	INV	5/28/2020	40.35	EDC PUBLIC HEARING-ELLSWORTH
9180	KANKAKEE VALLEY PUBLISHING	00761856	INV	5/28/2020	94.02	NOTICE OF INTEREST-8TH ST REDEVELOPMENT
9160	BUTLER, FAIRMAN & SEUFERT INC	89191	INV	5/28/2020	5,512.00	PROF SVCS-4TH ST PAVEMENT MARKING/SIGNAGE PLAN
15884	MKSK INC	2200547	INV	5/28/2020	8,041.84	JEFFERSON NEIGHBORHOOD ENHANCEMENT PLAN
6837	AMERICAN STRUCTUREPOINT INC	127474	INV	5/28/2020	28,599.00	3RD & 4TH ST FEASIBILITY STUDY
1451	INDIANA DEPARTMENT OF TRANSPORTATION	000059381	INV	5/28/2020	602.32	R-37906A CO TWYCKENHAM RD FROM POLAND HILL TO S9TH
15884	MKSK INC	2200643	INV	5/28/2020	701.60	WABASH NEIGHBORHOOD ENHANCEMENT PLAN
6837	AMERICAN STRUCTUREPOINT INC	126231	INV	5/28/2020	15,459.77	LOEB STADIUM ENGINEERING
6837	AMERICAN STRUCTUREPOINT INC	126398	INV	5/28/2020	11,146.50	LOEB STADIUM ENGINEERING
15145	GREGORY S NAPIER	1103	INV	5/28/2020	510.00	LOEB STADIUM-UTILITY COORDINATION
15145	GREGORY S NAPIER	1102	INV	5/28/2020	5,440.00	PROF SERV MCCARTY LANE PRJ
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18716	INV	5/28/2020	6,034.75	COUNTY-UTILITY SERVICE AREA 7 & UPPER ELLIOT DRAIN
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18674	INV	5/28/2020	7,539.75	A.ROSS STORMWATER CONVEYANCE PROJECT
10289	ESL-SPECTRUM INC	10179	INV	5/28/2020	115,348.00	STREETSCAPE VI-TRAFFIC LIGHT 5TH & 6TH AT SOUTH ST
10289	ESL-SPECTRUM INC	10292SP	INV	5/28/2020	42,488.00	STREETSCAPE VI-STREETLIGHT POLES
10289	ESL-SPECTRUM INC	10279SP	INV	5/28/2020	69,043.00	MAIN ST STREETSCAPE 3-LIGHT POLES

Board List by Voucher

Board: RD052820 5/28/2020

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

10289	ESL-SPECTRUM INC	10273SP	INV	5/28/2020	38,431.00	STREETSCAPE VI-LIGHTING 3RD ST
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-I-0000001	INV	5/28/2020	9,561.22	MAIN ST STREETSCAPE PH 3 INSPECTION
7475	T BIRD DESIGN SERVICES CORPORATION	8654	INV	5/28/2020	5,321.25	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
9160	BUTLER, FAIRMAN & SEUFERT INC	89267	INV	5/28/2020	2,893.75	TWYCKENHAM BLVD BETWEEN POLAND HILL & S 9TH
6837	AMERICAN STRUCTUREPOINT INC	126500	INV	5/28/2020	9,068.39	PARK EAST BLVD DESIGN
8264	OLD NATIONAL BANK	5011582	INV	5/28/2020	400.00	BOND ANNUAL FEE ECON DEV BOND 2019 (LOEB)
11223	BOSE MCKINNEY & EVANS LLP	769315	INV	5/28/2020	840.00	LOEB STADIUM LEASE NEGOTIATIONS
6837	AMERICAN STRUCTUREPOINT INC	127493	INV	5/28/2020	4,091.08	PARK EAST BLVD DESIGN
			Board Total		**463,449.97**	

BOARD: RD052820 05/28/2020

FUND	ACCOUNT		AMOUNT	AVLB BUDGET
4710	4710-00-000-0000-00000-000000-126100-	Intergovernmental Rec - IND	10,527.57	
4710	4710-00-000-0000-00000-000000-202003-	Accounts Pay - TippCo Mc TI	13,574.50	
4710	4710-00-000-0000-00000-000000-270000-	Suspense Account	2,631.90	
4710	4710-06-000-0000-00000-000000-431010-	Prof. Services - Legal	97.17	-680.18
4710	4710-06-000-0000-00000-000000-444160-	Capital Asset Purchase	5,321.25	-170,806.61
		FUND TOTAL	32,152.39	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-		BALANCE 6,424,599.54		
4720	4720-06-000-0000-00000-000000-431010-	Prof. Services - Legal	2,323.16	-8,762.67
4720	4720-06-000-0000-00000-000000-431070-	Prof. Services - Consulting	48,483.44	-162,929.98
4720	4720-06-000-0000-00000-000000-431080-	Prof. Services - Contract S	8,668.50	-15,713.24
4720	4720-06-000-0000-00000-000000-439180-	Administration	534.37	-7,698.79
4720	4720-06-000-0000-00000-000000-439420-	Economic Development	335,138.60	-595,241.37
4720	4720-06-000-0000-00000-000000-444160-	Capital Asset Purchase	32,556.27	-276,147.23
		FUND TOTAL	427,704.34	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-		BALANCE 6,424,599.54		
4730	4730-00-000-0000-00000-000000-126100-	Intergovernmental Rec - IND	2,315.00	
4730	4730-06-000-0000-00000-000000-431010-	Prof. Services - Legal	97.17	-680.15
4730	4730-06-000-0000-00000-000000-444160-	Capital Asset Purchase	1,181.07	-357,726.54
		FUND TOTAL	3,593.24	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-		BALANCE 6,424,599.54		

BOARD SUMMARY TOTAL	463,449.97
GRAND TOTAL	463,449.97

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