



**NOTICE OF PUBLIC MEETING  
OF THE  
LAFAYETTE REDEVELOPMENT COMMISSION  
BOARD OF WORKS ROOM, CITY HALL**

**Welcome And Call To Order**

Introduce New Member, Josh Loggins, TSC School Board Representative

**Approve Minutes**

Approve Minutes Of The July 23, 2020 Meeting

Documents:

[JULY 23 2020 MINUTES.PDF](#)

**New Business**

Resolution LRC #2020-11: A Resolution Ratifying And Approving The Sale And Development Agreement For The S. 8th Street Redevelopment Project

Documents:

[LRC RESOLUTION 2020-11 APPROVING SALE OF S 8TH.PDF](#)

TBird Design Services/Milestone Contractors-Change Order #3-Streetscape Phase VI-Undercut On 3rd Street

Documents:

[TBIRD-MILESTONE CONTRACTORS CO 3 - UNDERCUT 3RD.PDF](#)

IWM Consulting Group-Limited Phase II Environmental Site Assessment (ESA)

Documents:

[IWM CONSULTING PHASE II ESA PROPOSAL JULY 2020-MUNICIPAL BLDG.PDF](#)

Patriot Engineering-Proposal For Geotechnical Engineering Investigation-Municipal Building

Documents:

[PATRIOT ENGINEERING-GEOTECHNICAL ENGINEERING INVESTIGATION-MUNICIPAL BLDG.PDF](#)

## **Director's Report**

### **Claims**

Approve August 2020 Claims

Documents:

[DOCKET 8-27-20.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](http://Lafayette.in.gov/Agendacenter).

### **Adjournment**



**MINUTES OF THE  
LAFAYETTE REDEVELOPMENT COMMISSION MEETING  
July 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  
Absent: Jim Terry, T.J. Thieme

**Ex-Officio Members:**  
Absent: Dave Moulton

**Staff:** Dennis Carson, Economic Development Director; John Collier, Assistant Economic Development Director; Jacque Chosnek, Deputy City Attorney; Cindy Murray, City Clerk; Jeromy Grenard, City Engineer; Dave Griffiee, Engineering; Tim Clary, City Controller; Tony Roswarski, Mayor

**Guests:** Alex Gonzalez, Kettelhut Construction, Inc.; Greg Balsano, Baker Tilly; Brian Pohlar, HWC; Deb Kunce, Core Planning Strategies; Jon Munn, TBIRD Design Services;

**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 11:00 a.m. In accordance with Governor Holcomb's requirements for online public meetings during the COVID-19 situation, all motions will be passed by roll call vote.

**Approval of the Minutes**

Shelly Henriott moved to approve the June 25, 2020 minutes. Don Teder seconded and the motion passed unanimously by roll call vote.

**New Business**

***Kettelhut Construction Inc. Contract for Complete Construction*** – Dennis Carson presented this Construction Management contract with Kettelhut Construction for the Police Station/Parking Garage Project. The fee for the Preconstruction Phase (which the Commission has already approved) is \$50,000 through March 2021. This contract outlines the complete contract for their services and the parameters to determine a Guaranteed Maximum Price (GMP) and monthly General Conditions. The proposed construction of the facilities is anticipated to be \$34M, but as we go through the Preconstruction Phase, a GMP will be established and brought to the Commission as an amendment to this contract. Fees and costs for the actual construction phase based on the GMP are: Construction Manager's Fee – 2.5% of the GMP plus monthly general conditions (again to be negotiated along with the GMP). Construction timeline is estimated to be 16-20 months. Deb Kunce of Core Planning Strategies and Alex Gonzalez of Kettelhut Construction, Inc. reiterated the contract will set systems and conditions for the work. Don Teder moved to approve. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

**HWC Engineering-Lafayette Main Street Streetscape Phase III Change Order #1** – Presented by Brian Pohlar of HWC, this is the first change for the Main Street Streetscape project. There are several deleted items and several additions including, tree trimming, manholes, additional sanitary sewer work, rain garden storm sewer outlet work, metal ADA detectable warning surfaces at the crosswalks, and enlarging decorative markings at the corner of 10<sup>th</sup> and Main Streets. The net change is an increase of \$23,542.00. Shelly Henriott moved to approve. Don Teder seconded and the motion passed unanimously by roll call vote.

**T-Bird Design Services- Streetscape Phase VI Change Order – Electrical Tie In** – Jon Munn of TBIRD Design Services presented this first change order for the Streetscape Phase VI project. It will involve an electrical tie-in that is needed on the project. It was decided in the field to deviate from the plan as proposed. The change is at no cost. Don Teder moved to approve. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

**Utilization of Captured Assessment - Tax Increment Finance (TIF) Allocation Areas** – Each year, our utilization of the tax increments generated in the TIF districts against the short and long term projects needs to be assessed to determine if there is any value that can pass along to the underlying taxing districts. The City has many current projects and has long term plans for other projects. The City has a need for any revenue that is generated. Don Teder moved to approve. Shelly Henriott seconded and the motion passed unanimously by roll call vote.

**Lafayette Redevelopment Commission Annual Report**- House Enrolled Act 1242 passed during the 2018 General Assembly Session requires redevelopment commissions to hold an annual meeting and provide certain information for the benefit of the public and other taxing units that overlap allocation areas (for specific details see Section 32 IC 36-7-25-8 of the Indiana Code). Greg Balsano of Baker Tilly Municipal Advisors provided the annual report of the TIF districts and activities. All affected underlying taxing districts have been invited to attend and view the meeting and presentation on line and provide any comments.

### **Director's Report**

Both Main Street Streetscape Phase 3 and Streetscape Phase 6 are continuing to move forward.  
Ellsworth bond will be closing soon.  
Pullman Station continues to lease apartments.  
The Municipal Building project is in the design phase.

The Mayor thanked the Commission for its hard work during the pandemic. The Governor will be in town for the SIA groundbreaking of their new facility.

### **Claims**

Don Teder moved to approve the July 2020 claims in the amount of Four million one hundred sixty-seven thousand, nine hundred forty dollars and sixty-nine cents (\$4,167,940.69). 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](mailto:web-ed@lafayette.in.gov) email account prior to the meeting.

### **Adjournment**

Don Teder moved to adjourn the meeting. Shelly Henriott seconded and the meeting of the Lafayette Redevelopment Commission was adjourned at 11:36am.

*Respectfully submitted*  
*Michelle Conwell, Recording Secretary*

Approved,

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T.J. Thieme, Secretary  
Lafayette Redevelopment Commission

**RESOLUTION LRC #2020-11**

**A RESOLUTION RATIFYING AND APPROVING  
THE SALE AND DEVELOPMENT AGREEMENT FOR  
THE S. 8<sup>TH</sup> ST REDEVELOPMENT PROJECT**

**WHEREAS**, the Redevelopment Commission is the owner of certain real estate more completely described in the Purchase and Sale Agreement attached hereto (“Real Estate”);

**WHEREAS**, on April 23, 2020, the Lafayette Redevelopment Commission issued a Request for Proposals Regarding the Sale of Real Property for Private Development and for the Development of Such Real Property (“Public Offering”) with such proposals to be opened on May 28, 2020;

**WHEREAS**, the terms of the Public Offering required the property to be developed for a range of uses specifically market rate multi-family and single family rental, single family owner occupied detached and attached residential units and mixed-use commercial/housing with a rezoning to Planned Development (PD) utilizing LEED for Neighborhood Development and LEED for new construction standards in architectural style(s) reflecting compatible historic vernacular of the neighborhood, together with the construction of related site improvements, including sidewalks and landscaping.

**WHEREAS**, no proposals were received by the Lafayette Redevelopment Commission;

**WHEREAS**, pursuant to Indiana Code 36-7-14-22(h), upon the expiration of thirty days after the public opening of proposals, the Lafayette Redevelopment Commission may dispose of the real estate by private negotiation and for a price less than the public offering price.

**WHEREAS**, after declaring the existing properties on S 8th Street blighted and a detriment to the health, safety and welfare of the neighborhood and City of Lafayette, action was taken in 2003 to acquire and demolish the properties for redevelopment. After nearly two decades of unsuccessful attempts to find interested developers for an appropriate project that would spur revitalization of the area and a public offering, no parties have come forward that would consider purchase of the property at the average of two appraisals or even lesser amounts.

**WHEREAS**, Triple R, LLC desires to purchase the Real Estate pursuant to the terms and conditions set forth in the Purchase and Sale Agreement attached hereto.

**WHEREAS**, the Mayor and Economic Development Director have reviewed the proposed development, the qualifications of Triple R, LLC and believe the proposed development complies with the intent of the Public Offering and recommends the Lafayette Redevelopment Commission approve the sale of the real estate pursuant to the terms and conditions set forth in the Purchase and Sale Agreement attached hereto.

**NOW, THEREFORE,** the Commission finds as follows:

1. The proposed sale of real estate to Triple R, LLC upon the terms and conditions as set forth in the Sale and Development Agreement conforms with the goals and purpose of the Public Offering and in furtherance of the redevelopment of the Real Estate.

2. The Sale and Development Agreement for the sale of the Real Estate to Triple R, LLC for One Thousand Dollars (\$1,000.00) plus all closing costs is hereby ratified and approved.

3. The Economic Development Director and/or the Commission's attorneys are hereby authorized to complete all actions necessary to close the above transaction in compliance with IC § 36-7-14-22. In the event any of the conditions of IC § 36-7-14 the Economic Development Director and/or the Commission's attorneys are authorized to terminate and cancel the Sale and Development Agreement.

4. This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED AND PASSED** by the Lafayette Redevelopment Commission this 27th day of August, 2020.

**LAFAYETTE REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Jos Holman, President

\_\_\_\_\_  
Jim Terry, Vice President

\_\_\_\_\_  
T.J. Thieme, Secretary

\_\_\_\_\_  
Don Teder

\_\_\_\_\_  
Shelly Henriott

ATTEST:

\_\_\_\_\_  
Dave Moulton

\_\_\_\_\_  
Josh Loggins

# Attachment

**SALE AND DEVELOPMENT AGREEMENT**

**by and between**

**LAFAYETTE REDEVELOPMENT COMMISSION**

**and**

**TRIPLE R, LLC**

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**Regarding:**

**S. 8TH ST REDEVELOPMENT PROJECT**

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## **SALE AND DEVELOPMENT AGREEMENT**

This Sale and Development Agreement (this “Agreement”) is entered into as of this 27th day of August, 2020 (the “Effective Date”) by and between the **Lafayette Redevelopment Commission** (“RDC”) (“Seller”) and **Triple R, LLC**, (“Purchaser”)

WHEREAS, on April 23, 2020, the RDC issued its Request for Proposals for the Sale of Real Property for Private Development and for the Development of Such Property for the S. 8th St Redevelopment Project; and

WHEREAS, the RDC did not receive any bids or proposals in response to the Request for Proposals; and

WHEREAS, pursuant to IC 36-7-14-22(h), commencing 30 days after the date proposals are due, the RDC may sell the real estate for less than offering price if the RDC finds doing so is necessary to further its redevelopment plan; and

WHEREAS, after declaring the existing properties on S 8th Street blighted and a detriment to the health, safety and welfare of the neighborhood and City of Lafayette, action was taken in 2003 to acquire and demolish the properties for redevelopment. After nearly two decades of unsuccessful attempts to find interested developers for an appropriate project that would spur revitalization of the area and at least two public offerings, no parties have come forward that would consider purchase of the property at the average of two appraisals or even lesser amounts; and

WHEREAS, Purchaser has presented a proposed plan for redevelopment of the subject real estate which plan, and the financial strength of the Purchaser to complete said plan, has been vetted by the Mayor and Economic Development Director;

WHEREAS, the Mayor and Economic Development Director have made their recommendation to accept Purchaser’s proposal and approve the terms of the sale and redevelopment of the real estate as set forth below;

WHEREAS, on August 27, 2020, the RDC approved this Sale and Development Agreement through the adoption of LRC Resolution 2020-11.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

### **ARTICLE 1. SALE OF PROPERTY**

1.1. Seller agrees to sell to Purchaser and Purchaser agrees to purchase the real estate described in Exhibit A (the “Property”) upon the terms and conditions set forth herein.

## **ARTICLE 2. PURCHASE PRICE**

- 2.1. Purchase Price shall be One Thousand Dollars (\$1,000.00) plus all closing costs.
- 2.2. Purchase Price shall be paid in cash at Closing.

## **ARTICLE 3. PROJECT DEVELOPMENT REQUIREMENTS**

3.1 **Development Specifications.** The Property shall be developed for a range of uses specifically market rate multi-family and single family rental, single family owner occupied detached and attached residential units and mixed-use commercial/housing with a rezoning to Planned Development (PD) utilizing LEED for Neighborhood Development and LEED for new construction standards in architectural style(s) reflecting compatible historic vernacular of the neighborhood, together with the construction of related site improvements, including sidewalks and landscaping.

3.2. **Time Period.** Purchaser shall commence the PD rezoning process within one (1) year after transfer of the Property and full development of the PD shall be completed within five (5) years of the anniversary date of the transfer.

3.3. **Existing Apparent Right of Way.** The apparent existing right of way currently under pavement and known as Oregon St and any utilities within the apparent right-of-way must be maintained. The Purchaser shall dedicate the apparent existing right-of-way in any final plat recorded as part of the PD rezoning process or otherwise execute any and all documents requested by the RDC or City. The location of the apparent existing right-of-way is shown on the ALTA survey prepared by T-Bird Engineering and recorded in the Office of the Tippecanoe County Recorder on August 7, 2020 as Document Number 2020020015390 (“Survey”).

### 3.4. **Utility Easements.**

3.4.1. As part of the PD rezoning process, or by execution of other documents requested by the City, the Purchaser shall dedicate a utility easement for the existing storm and sanitary sewer facilities located within the old rail corridor as shown the Survey.

3.4.2. As part of the PD rezoning process, or by execution of other documents requested by the City, the Purchaser shall dedicate a utility easement for the existing City facilities located within the vacated portion of 8th St as shown on the Survey.

### 3.5 **Other Utilities.**

3.5.1 Any other overhead or underground utilities and services, including, but not limited to, water, sewer, storm water, electric, gas or telecommunications must be maintained in current locations and easements granted as necessary.

3.5.2 If Purchaser desires to relocate any existing utilities, it will be at the sole cost and expense of Purchaser and Purchaser will be required to coordinate said work with the appropriate utility company and adjoining property owners, as necessary.

3.6. **Existing Sidewalk.** An existing sidewalk at northeast adjoiner 41 that encroaches upon the Property must remain intact.

#### **ARTICLE 4. DEFAULT AND RE-CONVEYANCE**

4.1 **Event of Default.** Purchaser shall be deemed in default of this Agreement if any of the following events occur (“Event of Default”):

4.1.1. A Major Default shall consist of:

4.1.1.1 The failure to commence the PD rezoning process within 60 days after transfer of the Property.

4.1.1.2. The failure to complete construction of the project within sixty (60) months of the approval of the PD rezone.

4.1.1.3. An attempt by Purchaser to re-sell the property, without the consent of the RDC, prior to commencement of construction.

4.1.1.4. Abandonment of the Project by Purchaser

4.1.2. Other Events and Defaults. The Purchaser fails to perform any other obligations under this Agreement.

4.2 **Notice and Cure.** Upon the occurrence of an Event of Default, the Seller shall notify the Purchaser in writing of such Event of Default, whereupon the Purchaser shall have thirty (30) days from its receipt of such notice to cure such Event of Default; however, that if the Event of Default is not reasonably capable of being cured within thirty (30) days, the Purchaser shall not be deemed to be in default of its obligations hereunder so long as it begins to cure such failure or violation within such thirty (30) day period, and cures such event of default within sixty (60) days thereafter or such longer period reasonably agreed to by the Seller.

4.3 **Termination by the Seller for Major Default.** If the Purchaser shall fail to cure any Major Default within the time for cure provided for herein, the Purchase agrees to re-convey the Property to the RDC without any reimbursement or compensation.

4.4. **Other Event and Defaults.** In the Purchaser shall fail to cure any Other Event or Defaults within the time for cure provided herein, the RDC may exercise any rights and remedies available under law or equity.

#### **ARTICLE 5. MISCELLANEOUS**

5.1 **Notices.** All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows (provided, that any time period for responding to any such communication shall not begin to run until such communication is actually received or delivery is refused):

If to RDC:

Lafayette Redevelopment Commission  
C/O Economic Development Director  
515 Columbia St  
Lafayette, IN 47901

If to Purchaser:

Triple R, LLC

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5.2 **Assignment.** This Agreement shall not be assignable by either party, except upon written consent of the other party.

5.3 **Interpretation and Governing Law.** This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Indiana, without regard to the conflict of laws rules thereof. The Parties agree that jurisdiction pertaining to any dispute, claim or lawsuit pertaining to this Agreement shall be limited to the State Courts of Tippecanoe County, Indiana.

5.4 **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision has not been part of this Agreement.

5.5 **Modification of Agreement.** This Agreement or the application thereof may not be altered, modified, rescinded, or extended orally.

5.6 **Waivers.** The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.

5.7 **Successors.** The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

5.8 **Certain Approvals.** Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed.

5.9 **Execution.** The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

5.10. **Common Council Approval.** This Agreement is contingent upon approval by the Lafayette Common Council as required by IC 36-7-14-22.5.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written below.

**Lafayette Redevelopment Commission**

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**By: Dennis Carson, Economic Development Director**

**Triple R, LLC**

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**By: Jeff Rider, Member**

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Per Survey Recorded August 7, 2020 at Document No 202020015390

A part of the East half of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being a part of the City of Lafayette real estate as described in Instrument Number 200202009700, recorded in the Office of the Tippecanoe County Recorder and as depicted on a Rule 12 Boundary Survey prepared by TBIRD Design Services Corp., Project Number 17075, recorded as Instrument Number 202020015390 in said Recorder's Office; including all that real estate as described in a Quiet Title Decree, Cause No. 79D01-0702-PL-10, recorded as Instrument Number 200707016164 in said Recorder's Office and as depicted on an ALTA / ACSM Land Title Survey prepared by Vester and Associates, Inc., Job No. 06278, recorded as Instrument Number 200707003835 in said Recorder's Office; and being more completely described as follows:

COMMENCING at the Northeast Corner of Outlot No. 1 in Jeremiah Bartholomew's Addition of Outlots as depicted on the plat thereof, recorded in Deed Book C, Page 101 and as depicted on said TBIRD survey; thence along the North Line of said Outlot, South 88°30'10" West, 257.64 feet; thence along a course parallel with the westerly right of way of Ninth Street, North 1°38'54" West, 127.74 feet to a ¾-inch diameter rebar with punched aluminum cap stamped "VESTER & ASSOC. LS FIRM 0004", hereinafter referred to as a Vester capped rebar marking the POINT OF BEGINNING; thence along the bounds of said Quiet Title Decree, as depicted on said Vester survey, and depicted as the Vester Quiet Title Line on said TBIRD survey for the following thirteen (13) courses:

- 1) South 88°20'14" West, 225.12 feet to a Vester capped rebar; 2) South 40°21'13" West, 10.30 feet to a Vester capped rebar; 3) South 40°22'27" West, 8.19 feet to the easterly right of way of Seventh Street;
- 4) along said easterly right of way, North 1°40'03" West, 222.46 feet;
- 5) North 89°34'07" East, 126.68 feet to a Vester capped rebar; 6) North 40°21'13" East, 126.34 feet to a 5/8-inch diameter rebar marking the westerly right of way of Eighth Street; 7) along said westerly right of way, South 2°07'09" East, 78.49 feet to a Vester capped rebar; 8) North 40°21'18" East, 74.05 feet to a Vester capped rebar marking the easterly right of way of Eighth Street; 9) along said easterly right of way, North 2°07'09" West, 46.66 feet to a 5/8-inch diameter rebar with yellow plastic cap stamped "TBIRD FIRM #0052", hereinafter referred to as a TBIRD capped rebar; 10) continue along said easterly right of way, North 3°01'09" West, 58.83 feet; 11) North 39°40'57" East, 139.52 feet to a Vester capped rebar; 12) North 38°37'04" East, 26.01 feet to a TBIRD capped rebar; 13) South 51°22'56" East, 1.19 feet to a TBIRD capped rebar; thence along the common report right of way of the former Wabash Railroad as depicted on said TBIRD survey for the following two (2) courses: 1) along a non-tangent curve concave southeasterly, said curve having a radius of 11423.46 feet and chord bearing North 38°48'54" East, 39.50 feet, an arc distance of 39.50 feet to a TBIRD capped rebar;
- 2) North 44°34'07" East, 46.62 feet to the recommended equitable title line as depicted on said TBIRD survey; thence along said recommended equitable title line for the following two (2) courses: 1) North 89°37'46" East, 12.46 feet; 2) North 37°45'25" East, 37.82 feet to the easterly right of way of Ninth Street; thence along said easterly right of way, South 1°38'54" East, 109.43 feet to a cross cut in concrete; thence along a course coincident with the former Wabash Railroad right of way as depicted on said Vester Survey, South 38°37'04" West, 74.83 feet to Vester capped rebar; thence along the bounds of said Quiet Title Decree for the following ten (10) courses: 1) South 39°40'57" West, 89.53 feet to a Vester capped rebar; 2) South 4°45'21" East, 45.66 feet to a Vester capped rebar;
- 3) South 89°36'09" West, 2.53 feet to a TBIRD capped rebar; 4) South 5°35'08" East, 36.62 feet to a Vester capped rebar; 5) North 89°34'52" East, 3.17 feet to a Vester capped rebar;
- 6) South 1°50'44" East, 218.11 feet to a chevron cut on top of a stone wall;

7) South 88°30'10" West, 110.81 feet; 8) along a course parallel with the westerly right of way of Ninth Street, South 1°38'54" East, 60.14 feet; 9) along a course parallel with the North Line of said Outlot, South 88°30'10" West, 15.73 feet to a TBIRD capped rebar; 10) along a course parallel with the westerly right of way of Ninth Street, South 1°38'54" East, 3.16 feet to the POINT OF BEGINNING, containing 2.54 acres, more or less.

Date of Issuance: 8/17/20	Effective Date: 8/17/20
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: Signal poles to be painted in place Rather than removed, painted and re-installed at no additional cost to contract.

Undercut of subgrade on the West half of 3<sup>rd</sup> Street between Columbia and South Streets and filled with #53 stone and compacted. Undercut area 244' long, 6' wide by 12" deep. Due to failed proof roll administered by Patriot Engineering and Patriot's recommendation of solution to meet required compaction of subgrade.

Attachments: *[List documents supporting change]* 8/14/20 Milestone Change Proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,234,048.40</u>	Original Contract Times: Substantial Completion: <u>Nov. 25,2020</u> Ready for Final Payment: <u>Dec. 17</u> <div style="text-align: right;">days or dates</div>
[Increase] from previously approved Change Orders No. <u>001</u> to No. <u>002</u> :  \$ <u>19,242.00</u>	[Increase] from previously approved Change Orders No. <u>001</u> to No. <u>002</u> : Substantial Completion: <u>Nov. 30,2020 (3 work days)</u> Ready for Final Payment: <u>Dec. 17, 2020 ( no change)</u>
Contract Price prior to this Change Order:  \$ <u>1,253,290.40</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Nov. 30,2020</u> Ready for Final Payment: <u>Dec. 17,2020</u>
[Increase] of this Change Order:  \$ <u>9,180.00</u>	[Increase] of this Change Order: Substantial Completion: <u>Dec. 1,2020 ( 1 day)</u> Ready for Final Payment: <u>Dec. 17,2020 (no change)</u> <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order:  \$ <u>1,262,470.40</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Dec. 1,2020</u> Ready for Final Payment: <u>Dec. 17,2020</u> <div style="text-align: right;">days or dates</div>

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# Milestone



August 14, 2020

T-Bird

Lafayette Streetscape Ph VI

Change Order – Undercut on 3<sup>rd</sup> Street – 244' Long x 6' Wide x 1' Deep

Excavation For Undercut  
#53 Stone for Undercut

54 CYS @ \$70.00 = \$3,780.00  
108 TONS @ \$50.00 = \$5,400.00

TOTAL ADD = \$9,180.00

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Please add 1 additional days to the intermediate completion date for this work.

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Sincerely,

A handwritten signature in blue ink that reads "Michael D Bennet". The signature is fluid and cursive, with the first name being the most prominent.

Michael Bennet  
Senior Estimator

cc: jobfile

**ADOPTED AND PASSED** by the Lafayette Redevelopment Commission this 27th day of August, 2020.

**LAFAYETTE REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Jos Holman, President

\_\_\_\_\_  
Jim Terry, Vice President

\_\_\_\_\_  
T.J. Thieme, Secretary

\_\_\_\_\_  
Don Teder

\_\_\_\_\_  
Shelly Henriott

ATTEST:

\_\_\_\_\_  
Dave Moulton

\_\_\_\_\_  
Josh Loggins



July 14, 2020

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

RE: Limited Site Assessment Proposal  
**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 limited Phase II Environmental Site Assessment (ESA) for the Proposed Police Station property located at 625-639 Columbia Street and 10 North Seventh Street in Lafayette, Tippecanoe County, Indiana (hereinafter referred to as the site). The site consists of five (5) contiguous land parcels containing approximately 0.89 acres southwest of the intersection of Columbia and Seventh Streets.

The site is currently improved with three (3) commercial buildings and an asphalt parking lot. An approximately 9,372 square foot single-story commercial building (625 Columbia Street) is present on the western portion of the site, an approximately 4,050 square foot single story commercial building (639 Columbia Street) is present on the northeastern portion of the site, and an approximately 5,104 square foot single-story commercial building (10 North Seventh Street) is located on the southeastern portion of the site. The 625 Columbia Street building is occupied by The Columbia Room, a catering venue, the 639 Columbia Street building is occupied by offices for Tempest Homes, a residential developer, and the 10 North Seventh Street building is occupied by offices for Tempest Homes and Crest Management, a property management company. Property use in the immediate site vicinity consists of primarily commercial, parking lots, residential, and religious.

IWM Consulting completed a Phase I ESA at the site in July 2020. According to information discovered during the Phase I ESA activities, it appears that the site was historically occupied by a church (639 Columbia Street), an auto garage with a 55-gallon underground storage tank (UST) in the southeastern portion of the parking lot from 1915 through the 1950s, an auto sales and repair facility (625 Columbia Street) from 1924, and a boarding house (10 North Seventh Street). The current buildings at the site were built in 1924 (625 Columbia Street), 1957 and later expanded in 1989 (10 North Seventh Street), and 1962 (639 Columbia Street).



Although out-of-scope for the Phase I ESA, it was noted that potential asbestos-containing gypsum wall and ceiling board, ceiling tiles, cove base and mastic, carpet mastic, window glazing, floor tiles and mastic, and boiler and piping insulation were observed in the structures on the site.

Based upon the historical review conducted during the Phase I ESA, the following *Recognized Environmental Conditions* were identified for the site:

- A historical 55-gallon UST was present in the southeastern portion of the current parking lot from at least 1915 through at least the early 1950s. No closure documentation for this UST is available and it is considered a *REC*. Due to the proximity of the historical UST to the utility corridor located in the alley adjacent to the south of the west portion of the site, the potential for a *release* to have occurred in the vicinity of the utility corridor presents a *VEC*.
- What appeared to be an abandoned groundwater monitoring well was observed on the south side of the 639 Columbia Street parcel. The apparent monitoring well was not identified in any documentation for nearby subsurface investigations reviewed on the IDEM VFC. Since no data is available for the assumed monitoring well, it is considered a *REC*.
- Auto service operations historically conducted in the 625 Columbia Street building is considered a *REC*, presents a *VEC*, and is considered a significant *data gap* due to the inability to observe the floor surface where historical service operations likely occurred.
- Historical dry-cleaning facilities were present further to the north and north-northwest of the site and are considered *RECs* due to the potential for *hazardous substances* and/or *petroleum products*.

The proposed site assessment activities include a limited Phase II ESA and pre-demolition asbestos inspection and lead-based paint (LBP) survey. The purpose of the Phase II ESA is to ascertain if the historical use of the site as an auto garage and auto repair facility have adversely impacted the subsurface of the property. In addition to collection of soil and groundwater samples, the Phase II ESA activities will also include a ground penetrating radar (GPR) survey in order to determine if any historical or additional USTs are currently present at the site. The purpose of the pre-demolition asbestos inspection and LBP survey is to evaluate the building materials used in the construction of the onsite structures prior to demolition/removal. The proposed Phase II ESA work activities are described in more detail in the following sections.

## **SCOPE OF WORK**

### ***A. Public & Private Utility Locates/Limited Geophysical Survey***

Prior to any drilling work, and as required by law, a call will be placed to the Indiana utilities protection service (Indiana 811), so the location of any public utilities will be marked prior to the work. However, Indiana 811 only marks public utilities. Any private utilities such as electric lines for lights or signs, water, and sewer are considered private, and are not marked. Private lines at the site are present and must also be located prior to drilling to prevent accidental damage. Private line locating services will be utilized to clear



the soil boring locations which includes \$15,000 in liability coverage from the utility location subcontractor in the event they miss-mark a private line.

IWM Consulting will contract with a qualified company to conduct a GPR survey. The GPR survey will also include inductive tracing equipment in order to more accurately trace any existing vent lines to the associated USTs (if present). Any subsurface anomalies will be clearly identified by location on a site map and the surface areas of the Site will be marked with paint during the survey activities. **Please note that in order for an accurate GPR survey to be completed, areas of the parking lot adjacent to the historical location of the 55-gallon UST and proposed soil boring locations should be clear during the duration of the GPR survey field activities.**

### ***B. Soil & Groundwater Sampling Activities***

In accordance with the request and in order to determine if the historic use of the site has adversely impacted the soil and/or groundwater onsite, IWM Consulting is proposing to install six (6) soil borings (GP-1 through GP-6) across the site. The exact locations of the borings will be dependent upon the results of the GPR survey and an attempt will be made to install the borings in areas adjacent to potential historical source areas (i.e. USTs cavities, piping runs and fuel dispensers if present, and auto repair areas). It is anticipated that two (2) soil borings will be installed to the west of the 625 Columbia Street building, two (2) soil borings will be installed to the east of the 625 Columbia Street building, and two (2) soil borings will be installed adjacent to the historical 55-gallon UST location in the southeast portion of the parking lot.

The soil borings will be advanced with a truck or track mounted Geoprobe<sup>®</sup> unit and utilize direct push technology when advancing the soil borings. Consequently, soil cuttings are not generated during drilling activities. The soil borings will be sampled on a continuous basis with a 4-foot sampler lined with a dedicated, disposable sleeve. The borings will be advanced approximately 3-5 feet within the top of the underlying water bearing unit and the maximum boring depth is anticipated not to exceed 20 feet below the ground surface (bgs).

Continuous soil samples will be obtained during the soil boring installation activities and all of the soil samples will be visually inspected and screened in the field with a portable flame-ionization detector (FID) and/or photoionization detector (PID) in an effort to determine the relative presence of volatile organic compounds (VOCs). The lithology, observations, and field screen readings will be recorded on a field log for each boring. Soil samples will be selected for laboratory analysis based on depth, FID/PID readings, visible staining, and/or odor.

One (1) confirmatory soil sample (from the interval that exhibits visual staining, the highest field screen reading, or from the interval immediately above the observed water table if no staining or elevated field screen readings are observed) will be obtained from each soil boring and submitted for laboratory analysis of VOCs using SW-846 Method 8260, polyaromatic hydrocarbons (PAHs) using SW-846 Method 8270SIM, lead using SW-846 Method 6010, and percent moisture. The volatile soil samples will be obtained in general accordance with EPA Sampling Method 5035. Specifically, the volatile soil samples will be



transferred from the sampling device into tared, laboratory provided 40-mL vials using a dedicated Terra Core™ Sampler.

Temporary, 1-inch diameter PVC piezometers with 10 feet of 0.010-inch slot screen will be installed in each boring location for the collection of groundwater samples. One-time groundwater samples will be obtained from each boring and submitted for laboratory analysis of VOCs using SW-846 Method 8260, PAHs using SW-846 Method 8270SIM, total and dissolved lead using SW-846 Method 6010, and low-level lead scavengers using SW-846 Method 8011. The groundwater samples will be obtained from the temporary piezometers using a disposable bailer and/or disposable polyethylene tubing with a ball check valve.

Post groundwater sampling activities the temporary points will be removed and the resulting borehole will be filled with bentonite chips and sealed at the surface with similar surfacing material.

All of the samples will be analyzed by the laboratory using a 10-day turnaround time (TAT) and Level II Quality Assurance/Quality Control (QA/QC) procedures. One (1) trip blank will also be submitted for VOC analysis. If expedited analysis is requested, an additional surcharge will be applied to the analytical costs.

The soil and groundwater sample analytical results will be compared with the applicable Screening Levels as outlined in Appendix A, Table A-6, of the Remediation Closure Guide (RCG) dated March 22, 2012 (and all applicable updates).

### ***C. Pre-demolition Asbestos Inspection & Lead-based Paint Survey***

An Indiana-licensed asbestos building inspector will conduct an inspection of the buildings on the Site in accordance with National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements for building demolition and renovation. If suspect asbestos containing materials (ACMs) are identified, the materials will be delineated into homogeneous areas (areas of suspect ACM that are uniform in color and texture and were installed at the same time for the same purpose). Suspect category I non-friable ACMs (packings, gaskets, resilient floor covering, and asphalt roofing products) will be identified and a determination of quantity and condition of the materials will be made. Suspect category I ACMs that are not friable and not in poor condition will not be sampled for analysis. These materials must be assumed to be ACMs unless analysis of the materials proves otherwise. Suspect category I ACMs that are deemed to have become friable and all paper-backed vinyl sheet flooring will be sampled in accordance with NESHAP requirements.

Samples of suspect ACMs from each homogeneous area will be collected in accordance with the requirements of 40 CFR 763.86. The bulk samples of suspect ACMs will be submitted to EMSL Analytical, Inc. (EMSL), a laboratory accredited to conduct asbestos bulk analyses under the National Voluntary Laboratory Accreditation Program (NVLAP). The samples will be analyzed for asbestos using polarized light microscopy/dispersion staining (PLM/DS), in accordance with EPA Method 600/R-93/116.

NESHAP requires that if the asbestos content of a friable material is less than ten (10) percent as determined by a method other than point counting by PLM, the asbestos content must be verified by point counting



using PLM, or the material must be considered to be ACM. This includes samples with asbestos content reported as less than 1 percent or “trace”.

Due to the age of the Site buildings, an LBP inspection will be completed to determine if LBP is present on the aforementioned structures and will include a visual walk-through at the Site by an Indiana licensed lead inspector to identify the presence and general locations of suspected, readily accessible LBP.

IWM Consulting will utilize an X-ray fluorescence (XRF) instrument to perform in-situ lead paint determinations. The XRF will be utilized to conduct direct field measurements of painted surfaces (e.g., walls, ceilings, window sills, etc.). Paint chip samples will be collected from each homogenous area with XRF readings exceeding a positive threshold as determined by field calibration, substrate correction, and/or model specifications. Paint chip samples will be submitted to EMSL for laboratory analysis using SW-846 Method 7000B by flame atomic absorption.

#### ***D. Reporting***

At the conclusion of the Phase II ESA sampling, asbestos inspection, and LBP survey activities, IWM Consulting will prepare and submit a Limited Site Assessment Report. The report will provide a narrative summarizing the Phase II ESA investigation activities (including boring logs, tabulated soil and groundwater analytical results, and scaled diagrams displaying the sampling locations and analytical results) and the results of the pre-demolition asbestos inspection and LBP survey. Conclusions will be made regarding the assessment results and IWM Consulting will make recommendations regarding the need for additional assessment and/or remediation activities, if warranted.

#### ***E. Schedule and Cost***

IWM Consulting will begin work on this project upon receiving authorization from the City of Lafayette to proceed and IWM Consulting assumes that authorization to enter the site will be provided by the City of Lafayette. The Phase II ESA activities will take approximately one (1) day to complete, the asbestos inspection and LBP survey will take approximately one (1) day to complete, and it is anticipated that the activities will be completed by the end of August 2020. **Consequently, the exact date of the field work will be dependent upon site accessibility, as determined by the City of Lafayette.**

The analytical testing of the samples may take up to ten (10) business days to complete. Expedited analyses can be performed for an additional fee. IWM Consulting anticipates that all of the field activities and reporting can be completed by the end of August 2020 (possibly sooner depending upon when authorization to proceed is received and when site access is granted for the field work).

The estimated cost to perform the services described herein without expedited analysis is not expected to exceed **\$15,245**.



IWM Consulting appreciates the opportunity to provide the City of Lafayette with this proposed scope of work and cost estimate. If the proposal is acceptable to you, please sign at the bottom of this page and forward a copy to IWM Consulting. If you have any questions regarding this transmittal, please contact the undersigned at 317-347-1111.

Sincerely,

**IWM CONSULTING GROUP, LLC**



Christopher Newell, LPG #2397  
Project Manager



Greg Scarpone, LPG #2030  
Vice President

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

\_\_\_\_\_  
Client - Printed Name

\_\_\_\_\_  
Client - Proposal Acceptance Signature

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Date



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**LAFAYETTE REDEVELOPMENT COMMISSION**

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August 21, 2020

Lafayette Redevelopment Commission  
20 North 6<sup>th</sup> Street  
Lafayette, Indiana 47901

Re: Proposal for Geotechnical Engineering Investigation  
**Lafayette Municipal Building**  
**Columbia Street**  
**Lafayette, Indiana**  
Patriot Proposal No.: P20-0919-06G

Dear Commissioners:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Investigation for the above referenced project. Presented in this proposal is an outline of our understanding of the proposed project, our proposed work plan, estimated fee and schedule. Please note that *Patriot* has performed several geotechnical engineering investigations in the vicinity of the project site and are very familiar with the soil and groundwater conditions in the area (refer to the attachments).

#### Project Description

The proposed project includes the construction of a new municipal building and parking garage to be located along the south side of Columbia Street between 6<sup>th</sup> Street and 7<sup>th</sup> Street in Lafayette, Indiana. The building will be a five (5)-story structure of slab-on-grade, approximately 70,000 square feet (ft<sup>2</sup>) in size. The parking garage will also be a five (5)-story structure with a raised public civic space. The project area currently consists of several parcels with parking lots and buildings. We understand that the geotechnical engineering investigation outlined in this proposal will be performed after the existing site structures are demolished.

The *Client* provided the Limited Phase II ESA Report dated January 17, 2018 performed by IWM Consulting Group for the parking lot located in the western portion of the project site. Based upon the results and conclusions of IWM, we understand that underground storage tanks and pipes are present in the project area; low level concentrations of PCE, VOCs, and PAHs were detected; and VOC constituent (1,3,5-Trimethylbenzene) and total lead (unfiltered) were detected in the soil or groundwater samples in concentrations above the corresponding RCG Residential levels (refer to the Phase II report). Based on information provided by IWM Consulting Group, the areas with environmental contamination are isolated to ten (10) proposed boring location areas. The remaining borings are outside of the contaminated zone.

A summary of our scope of work is provided below. Additional details about the scope of work, limitations, etc. are presented in the attached appendix.

### Drilling Services

- Per the *Client's* request, *Patriot* will drill a total of thirty-two (32) soil borings, for a total of 1,370 lineal feet of drilling. The proposed boring locations are shown in attachments. The details of the proposed soil borings are outlined below:
  - Three (3) soil borings to a depth of 60 feet each
  - Three (3) soil borings to a depth of 50 feet each
  - Twenty-six (26) soil borings to a depth of 40 feet each
- Mud-rotary drilling methods are anticipated to facilitate drilling and sampling of boring extending below the groundwater level.
- Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2.5 feet intervals to a depth of 10 feet, and 5 feet intervals thereafter per ASTM Method D-1586.
- Shelby tube samples may be obtained in cohesive soil strata-of-interest.
- Monitor the borings for the presence of groundwater during and immediately following completion of the boring.
- Upon completion of the borings, the boreholes will be backfilled with auger cuttings prior to demobilization.
- The ten (10) borings indicated by IWM Consulting Group located within the zone with environmental contamination will have the following additional tasks performed due to environmental considerations.
  - Drilling equipment, such as hollow stem augers and split-spoon samplers, will be decontaminated between boring locations and prior to demobilization from the project site to prevent spread of contaminants. The split-spoon samplers will also be decontaminated between sample intervals. Decontamination will be performed using clean water and a power washer.
  - Auger cuttings will be collected and containerized in a roll-off container provided by the *Client*, and drilling fluids/decontamination wash water be collected and containerized in drums. The materials collected in the roll-off container and drums will be characterized and disposed of by others hired by the *Client*.
  - The boreholes be backfilled with cement-bentonite grout prior to demobilization.
- The field drilling work should take nine (9) to ten (10) days to complete.

### Laboratory Services

- After the fieldwork is completed, we will return samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include the following:
  - Visual classifications of collected samples
  - Natural moisture contents on cohesive samples
  - Unconfined compressive strengths estimated by a pocket penetrometer on cohesive soil samples
- Laboratory testing will be performed in general accordance with applicable ASTM methods.

### Engineering Services

- *Patriot* will call public utilities (811) to “clearing utilities” within the public domain prior to the start of the subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. In addition, potential underground storage tanks were detected during a GPR survey performed during the Phase II investigation performed by others. Therefore, we highly recommend performing a private utility locate prior to drilling to minimize risks of conflicts with underground lines or tanks. A cost estimate for *Patriot* to hire a private utility locator is provided.
- *Patriot* will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions. During this visit, we will locate and mark boring locations.
- Based on results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present field, soil boring logs and laboratory test data. The report will also include recommendations to aid in design of the proposed structures, as well as providing a discussion regarding potential construction difficulties due to soil and groundwater conditions.
- We would expect to issue our engineering report within approximately two (2) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

Estimated Project Cost

Based upon the information provided and as outlined in our attached work plan, along with our experience with similar projects, we have provided an estimate of the project cost below:

**Geotechnical Engineering Investigation** **\$24,500.00**

(Includes soil borings as outlined above and geotechnical engineering investigation report.)

**Additional Drilling Cost Due to Environmental Considerations** **\$7,650.00**

(Includes decontamination of drilling and sampling equipment between boring and samples, collection of auger cuttings in a roll-off container provided by the *Client* and collection of drilling fluids in drums to be characterized and disposed of by others, and backfilling borings with cement-bentonite grout.)

**Private Utility Locate** **\$2,500.00**

(Includes hiring a private utility locator to mark/clear private lines at the boring locations. Alternatively, the *Client* can directly hire a private utility locator.)

Work performed outside the Scope of Work discussed in this proposal will be performed at a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

As our formal authorization to proceed, please complete and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and return an executed copy of this acceptance agreement for our files. Also, please note the Terms and Conditions included with this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the Terms and Conditions herein.

If you have questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,  
**Patriot Engineering and Environmental, Inc.**



**Michael Hammond, P.E.**  
Geotechnical Engineer



**Salim Ilmudeen, P.E.**  
Principal Engineer

## **ATTACHMENTS**

**Additional Details of Scope of  
Work and Limitations**

**Past Patriot Projects**

**Proposed Boring Location Map**

**Geotechnical Personnel**

**Select Resumes**

**Insurance Certificate**

**Fee Schedule**

**Terms and Conditions Proposal**

**Acceptance Agreement**

## Additional Details of Scope of Work and Limitations

### Objectives

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions within the project area and to provide recommendations to aid in the design and construction of the proposed project.

### Utilities

*Patriot* will be responsible for “clearing utilities” within the public domain prior to the start of any subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. We recommend that the Client hire a private utility locator to clear the boring locations of any underground lines. Alternatively, *Patriot* can employ the use of a private utility locator to “clear” the boring locations prior to drilling for an additional cost.

### Backfill Materials

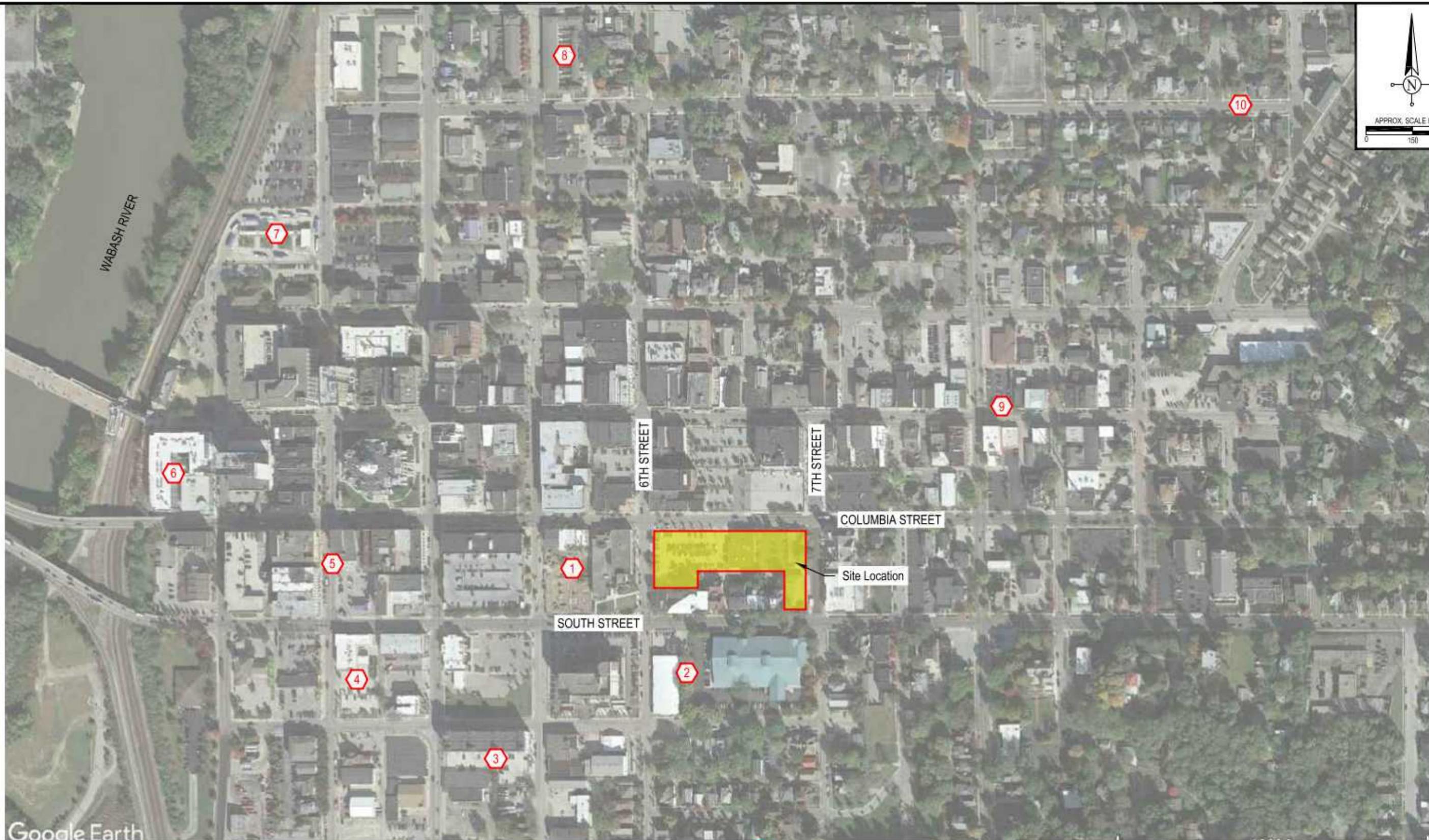
If the boreholes will be backfilled with auger cuttings upon completion of the borings, it should be noted that it is standard practice in drilling test borings to backfill with the auger cuttings. However, sometimes the backfill will settle after the borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for an additional fee, the holes can be backfilled with bentonite or grout to reduce the potential settlement.

### Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. Our drill rig and the field operations may damage landscaping areas. We assume any damage to landscaping areas by our drilling operations will be repaired by the Client. If “clearing” or “grading” of the site is required (i.e. trees, brush, crops etc.), an additional charge will be assessed. Also, we assume that the Client will make arrangements regarding our field work such as access to the drilling locations, etc. We assume that our field work will be performed during normal work hours (not weekend or night hours).

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings, deeper borings, additional samples, or additional laboratory testing, the Client’s Project Manager will be consulted immediately with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.



**PATRIOT PROJECTS**

- |   |  |   |                                |    |                          |
|---|--|---|--------------------------------|----|--------------------------|
| 1 | Downtown Development - 2 Projects        | 4 | Bank @ South & 3rd Streets     | 7  | City Bus Transfer Center |
| 2 | Public Spaces Project                    | 5 | 3rd Street Streetscape         | 8  | Centennial Townhomes     |
| 3 | Queen Anne Site Development - 2 Projects | 6 | Promenade Parkway - 2 Projects | 9  | Main Street Streetscape  |
|   |  |   |                                | 10 | Brown Street Sewer       |

Project: Lafayette Municipal Building  
Columbia Street  
Lafayette, Indiana

Proposal No.: P20-0919-06	Drawn By: J. DuMond
Date: June 24, 2020	Approved: M. Hammond
	DWG: P20-0919-06

Attachment A  
Area Project History Map



Patriot Engineering &  
Environmental, Inc.

**LEGEND**

⊕ Proposed Soil Boring Location

**NOTES:**

1. Image Source: Google Earth
2. Scale as shown.

Project: Lafayette Municipal Building  
Columbia Street  
Lafayette, Indiana

Project Number P20-0919-06	Drawn By: J. DuMond
Date: June 24, 2020	Approved: M. Hammond
	DWG: P20-0919-06

Appendix B

Proposed Boring Location Map

**Patriot Engineering and Environmental, Inc.**  
**Geotechnical Division**

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S.C.E. Geotechnical Engineering	54
William D. Dubois, P.E.	M.S.C.E. Geotechnical Engineering	51
Ronald W. Spivey, P.E.	M.S.C.E. Geotechnical Engineering	42
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	41
Ralph M. O'Quinn, P.E.	M.S.C.E Geotechnical Engineering	41
James T. Sherer, P.E.	B.S.C.E. Civil Engineering	37
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	37
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	33
Timothy C. Govert	B.S. Construction Engineering	33
Salim M. Ilmudeen, P.E.	M.S.C.E. Geotechnical Engineering	26
Richard Scruton, P.E.	B.S.C.E. Civil Engineering	23
Jacob J. Vieck, P.E.	B.S.C.E. Geotechnical Engineering	14
Zachary G. Ethington, P.E.	M.S.C.E. Geotechnical Engineering	9
Akshat Saxena, E.I.	M.S.C.E. Geotechnical Engineering	8
Benjamin R. Lauletta, P.E.	B.S.C.E. Geotechnical Engineering	7
Michael J. Hammond, P.E.	M.S.C.E. Geotechnical Engineering	5
Kevin D. Agostino	B.S.C.E. Civil Engineering	4
Christian Cole Pohlar, E.I.	B.S.C.E. Civil Engineering	4
Ian Grafe, E.I	B.S.C.E. Civil Engineering	2
Irfan Syed	M.S.C.E Civil Engineering	2
Logan Young	B.S.C.E. Civil Engineering	1



## Salim M. Ilmudeen, PE Senior Project Engineer

### FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

### REGISTRATION & CERTIFICATION

Professional Engineer:  
Hawaii, PE-8644;  
Indiana – PE10606266

### EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),  
Texas Tech University, Lubbock, TX - 1992

B.Sc., Civil Engineering, University of Peradeniya,  
Sri Lanka - 1985

### PROFESSIONAL SUMMARY

Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

### SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-foot deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.





## William D. Dubois, PE Senior Principal Engineer

### FIELDS OF EXPERTISE

Geotechnical engineering; materials engineering; environmental consulting.

### REGISTRATION & CERTIFICATION

Professional Engineer: Indiana, 60018167; Kentucky, 21153; Ohio, E-49584; Illinois, 62-30719; Michigan, 47286; Missouri, 026362; Florida, 18548 and Texas, 111821

### EDUCATION

- ♦ M.S.C.E., Geotechnical Engineering, Michigan State University, 1968
- ♦ B.S., Civil Engineering, Tri-State University, 1966

### PROFESSIONAL SUMMARY

Mr. Dubois was President of Patriot Engineering and Environmental, Inc. for 18 years and now performs as a Senior Principal Engineer. He has 47 years of experience in geotechnical, materials engineering, and environmental consulting.

### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineering
- American Concrete Institute
- American Society of Testing and Materials
- Associated Builders and Constructors
- ASCE - Purdue University continuing education committee
- Indiana Construction Association
- Kiwanis Club
- Economic Club
- Indiana Sports Corporation
- Past Member of Trine University Industrial Advisory Board

### SELECTED PROJECT EXPERIENCE

- Managed geotechnical and materials investigations for over 1000 industrial plants -- generating stations; chemical processing; paper mills; heavy and light manufacturing; tank storage complexes; transmission lines.
- Provided Expert Opinion and Testimony services for commercial and residential claims and hearings.
- Geotechnical Engineer for numerous commercial shopping centers; apartment complexes; office complexes.
- Geotechnical Engineer for over 25 high-rise structures throughout the Midwest; office towers; apartment towers; parking garages; hotels; hospitals; elevated water tanks.
- Performed geotechnical engineering for sports arenas, stadiums and schools.
- Developed solutions for special problems -- slope failure evaluations; foundation failures and corrections; asphalt failures and corrections.
- Transportation -- INDOT Projects, Interstate and primary highways; bridges; earth retainage structures.
- Water related structures -- earth dams; levees.
- Pavements -- highways; parking; truck docking' airports; streets.
- Contract Manager for over 100 underground storage tank projects for major transportation companies.
- Contract Manager for Phase I and II property assessments for major investment companies.
- Geotechnical Investigations and QA/QC on landfills.





# Michael Hammond, P.E.

## Project Engineer

### FIELDS OF EXPERTISE

#### *Geotechnical Engineering:*

Applying principles of soil mechanics and rock mechanics to aid in the design of earthworks and structure foundations, assess risks posed by and evaluate both natural and man-made soil deposits, along with construction monitoring of problematic soils and development of remedial solutions.

### REGISTRATION & CERTIFICATION

Professional Engineer, P.E. - Indiana

### EDUCATION

M.S.C.E., Geotechnical Engineering,  
Virginia Tech, 2017

B.S., Civil Engineering  
Trine University, 2014

### PROFESSIONAL SUMMARY

Mr. Hammond is a Geotechnical Engineer with five (5) years of experience in the field of Geotechnical Engineering. His experience includes project management and technical direction of geotechnical investigations which include; shallow foundation design, seismic analysis, soil and site improvement methods and techniques, deep foundation design, slope stability analysis, geotechnical instrumentation, and laboratory and in-situ testing.

### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers

### SELECTED PROJECT EXPERIENCE

Provided engineering consultation and project management for the following selected projects:

#### Roadways:

- I-69 Section 6.2  
(Morgan County, Indiana)  
Assisted in performing slope stability analysis and embankment settlement calculations.

#### Apartments/Housing:

- The Rise at Chauncey  
(West Lafayette, Indiana)  
Performed pressuremeter testing to maximize allowable soil bearing pressure for shallow foundations.
- The Annex on 10<sup>th</sup>  
(Indianapolis, Indiana)  
Performed MASW testing to determine an improved seismic site classification for the project site.

### Education:

- KIPP Indianapolis Legacy School  
(Indianapolis, Indiana)  
Provided geotechnical recommendations while considering the impacts of contaminated soils on the design and construction of the structure.
- Pendleton Heights HS Student Activity Center  
(Pendleton, Indiana)

### Power Plants/Utilities:

- IPL Center Substation  
(Indianapolis, Indiana)  
Provided multiple foundation options (shallow, intermediate, and deep) to accommodate varying loading conditions of structures and poor in-situ soil conditions.
- Henry County REMC  
(New Castle, Indiana)

### Medical:

- Eye Surgeons of Indiana  
(Indianapolis, Indiana)
- Community Heart & Vascular Hospital Addition  
(Indianapolis, Indiana)
- CRH High Dose Radiation Renovation  
(Columbus, Indiana)  
Performed interior soil borings utilizing direct push drilling methods along with pressuremeter testing for settlement sensitive equipment.

### Commercial Developments:

- Celadon Headquarters  
(Greenfield, Indiana)
- Cummins CMEP Additions  
(Columbus, Indiana)
- Rolls-Royce Plant 5 Addition  
(Indianapolis, Indiana)

### Geotechnical Instrumentation:

- New Main Lift Station  
(Terre Haute, Indiana)  
Installation and monitoring of inclinometers, piezometers, seismographs, ground monitoring points, and structure monitoring points.
- SR 37 Drainage Line Construction  
(Hamilton County, Indiana)  
Installation and monitoring of extensometers, subsurface settlement points, structure survey points, surface settlement points, and piezometers.
- I-64 Drainage Structure  
(Crawford County, Indiana)  
Installation and monitoring of extensometers and subsurface settlement points.





PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.  
Geotechnical Engineering Services  
2020 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$300.00
Senior Principal Engineer, P.E.	Hour	\$200.00
Principal Engineer, P.E.	Hour	\$175.00
Senior Project Engineer, P.E.	Hour	\$150.00
Project Engineer, P.E.	Hour	\$125.00
Senior Engineer/Geologist	Hour	\$100.00
Geotechnical Engineer/Geologist	Hour	\$90.00
Draftsperson/CAD Technician	Hour	\$80.00
Senior Engineering Technician	Hour	\$58.00
Word Processor	Hour	\$68.00
<u>LABORATORY TESTING</u>		
Water Contents (oven dried)	Each	\$5.35
Hand Penetrometer Test	Each	\$10.00
Atterberg Limits (LL & PL)	Each	\$72.00
Grain Size Distribution	Each	\$118.50
Sieve Analysis only	Each	\$57.00
Minus #200 Sieve only	Each	\$41.50
Hydrometer only	Each	\$67.00
Natural Density	Each	\$31.00
Organic Content	Each	\$36.00
pH Determination	Each	\$31.00
Extrude & Log Shelby Tube Samples	Each	\$36.00
Standard Proctor	Each	\$145.00
Modified Proctor	Each	\$165.00
CBR Test	Each / Point	\$165.00
Unconfined Compressive Strength	Each	\$62.00
Test for pH, organic matter, soluble salts	Each	\$118.50
Triaxial Tests (CU - 3 circles)	Each	\$975.00
Consolidation Test	Each	\$450.00
Permeability Test (Cohesive Soils)	Each	\$330.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$550.00
*plus \$4.30 per mile over 60 miles from a Patriot office		
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$1,750.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$10.50
50 to 75 feet depth and under 50 blows per foot	Foot	\$12.50
Over 75 feet depth or over 50 blows per foot	Foot	\$15.50
Additional splitspoon samples beyond standard intervals	Each	\$14.50
ATV Drilling , Add	Foot	\$1.75
Mud Drilling, Add	Foot	\$6.25
Drilling without splitspoons	Foot	\$9.00
Bulk Samples (50 lb. bag)	Each	\$64.00
Rock Coring	Foot	\$36.00
Equipment, set-up for rock coring	Hole	\$67.00
Shelby Tube Samples (3 in. O.D.)	Each	\$57.00
Standby Time requested by Client or Hauling Water	Hour	\$170.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$36.00
Per Diem for Drill Crew per person	Per Day	\$125.00
Grouting Holes	Foot	\$9.00
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	\$278.00
Monitoring Well Installation	Foot	\$36.00
Monitoring Well Flush Manhole & Cover	Each	\$285.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.69
Subcontractor Costs / Special Costs (i.e., film, FedEx, etc.)	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	\$0.50
Out-of-Town Living Expenses	Cost + 15%	

**CITY OF LAFAYETTE, INDIANA**

**STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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



**PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**

PHONE: 317-576-8058

FAX: 317-576-1965

**PROPOSAL ACCEPTANCE AGREEMENT**

Project Name: **Lafayette Municipal Building**

Project Location: **Lafayette, Indiana**

Description of Services: **Geotechnical Engineering Investigation**

Patriot Proposal: **P20-0919-06G** Patriot Project #:

**APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)**

Firm:

Address:

City: State: Zip:

Attention:

Telephone: Fax: Email:

**PAYMENT TERMS: Per Terms & Conditions.** Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

**REFERENCES** - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial  
(Current bank or other lender)

Name:

Supplier  
(Current account with Client)

Name:

Trade  
(Engineer, Contractor, Other, etc.)

Name:

Contact:

Contact:

Contact:

Account No.:

Account No.:

Account No.:

Phone No.:

Phone No.:

Phone No.:

**NOTICE:** *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_

**ADOPTED AND PASSED** by the Lafayette Redevelopment Commission this 27th day of August, 2020.

**LAFAYETTE REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Jos Holman, President

\_\_\_\_\_  
Jim Terry, Vice President

\_\_\_\_\_  
T.J. Thieme, Secretary

\_\_\_\_\_  
Don Teder

\_\_\_\_\_  
Shelly Henriott

ATTEST:

\_\_\_\_\_  
Dave Moulton

\_\_\_\_\_  
Josh Loggins

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 10 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF \$1,744,366.18 DATED THIS DAY OF AUGUST 27, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Invoices

Chase Bank	\$	1,691,826.93	
Old National 101 Main St	\$	45,039.25	
Merchants Trust-Fire Protctn	\$	2,000.00	
Merchants Trust Twyckenham Ope	\$	2,000.00	
Merchants Trust N 9th/Duncan	\$	2,000.00	
Huntington Ref Bonds 2013A	\$	750.00	
Huntington Ref Bonds 2013B	\$	750.00	
Total Invoices			\$ 1,744,366.18
<b>Grand Total</b>			<b>\$ 1,744,366.18</b>



# Board List by Voucher

Board: RD082720 8/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7475	T BIRD DESIGN SERVICES CORPORATION	8817	INV	8/27/2020	11,322.50	STREETSCAPE 2019
8522	PROAXIS INC	35958	INV	8/27/2020	297.95	PIPE BOLLARD-MAIN ST PH 3
14549	CORE PLANNING STRATEGIES LLC	2019-023-07	INV	8/27/2020	9,322.78	POLICE STATION RFP
12861	INDIANA DESIGN CONSORTIUM INC	7235	INV	8/27/2020	900.00	MANAGEMENT JUL 2020-MAIN ST STREETSCAPE PH 3
1530	JOURNAL & COURIER	0003398643	INV	8/27/2020	87.05	PUBLIC NOTICE-RDC DECLARATORY ELLSWORTH
9160	BUTLER, FAIRMAN & SEUFERT INC	89749	INV	8/27/2020	1,920.00	PROF SVCS-4TH ST PAVEMENT MARKING/SIGNAGE PLAN
7475	T BIRD DESIGN SERVICES CORPORATION	8849	INV	8/27/2020	930.00	HYDROLOGY & HYDRAULICS STUDY BR 14 ELLIOTT DITCH
16540	BEAM, LONGEST AND NEFF LLC	64109	INV	8/27/2020	14,520.00	CONCORD ROAD IMPROVEMENT STUDY-COUNTY
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000017	INV	8/27/2020	18,411.75	MAIN ST STREETSCAPE PHASE 3&4
6837	AMERICAN STRUCTUREPOINT INC	129446	INV	8/27/2020	9,198.00	3RD & 4TH ST FEASIBILITY STUDY
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-I-0000004	INV	8/27/2020	33,061.94	MAIN ST STREETSCAPE PH 3 INSPECTION
1890	LAFAYETTE WATER & WASTEWATER	72220	INV	8/27/2020	2,146.29	600 MAIN STREET-PEREZ PRODUCTIONS
6837	AMERICAN STRUCTUREPOINT INC	129748	INV	8/27/2020	29,750.00	LAFAYETTE POLICE STATION-PREDESIGN
14549	CORE PLANNING STRATEGIES LLC	2019-023-08	INV	8/27/2020	9,175.00	POLICE STATION RFP
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	53484	INV	8/27/2020	2,460.00	DEPOT SECURITY-JULY 2020
7704	CHOSNEK LAW, P.C.	15690A	INV	8/27/2020	2,862.00	LEGAL SERVICES TIF-JULY 2020
12781	IRONSMITH INC	21578	INV	8/27/2020	52,113.00	CAST IRON TREE GRATES-STREETSCAPE PH3 & PH6



# Board List by Voucher

Board: RD082720 8/27/2020

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

8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000018	INV	8/27/2020	32,433.00	MAIN ST STREETScape PHASE 3&4
6837	AMERICAN STRUCTUREPOINT INC	130306	INV	8/27/2020	2,190.00	3RD & 4TH ST FEASIBILITY STUDY
1582	RIETH-RILEY CONSTRUCTION CO INC	3401032-02	INV	8/27/2020	112,811.26	MAIN STREET STREETScape-PHASE III-CONSTRUCTION
1582	RIETH-RILEY CONSTRUCTION CO INC	3401032-03	INV	8/27/2020	212,418.39	MAIN STREET STREETScape-PHASE III-CONSTRUCTION
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	53450	INV	8/27/2020	9,862.50	INCENTIVE-ENGINEERING AND INDUSTRIAL SVCS
7475	T BIRD DESIGN SERVICES CORPORATION	8839	INV	8/27/2020	10,530.00	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
2145	MILESTONE CONTRACTORS LP	202016-01	INV	8/27/2020	274,257.00	STREETScape PHASE VI
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19775	INV	8/27/2020	2,050.83	A.ROSS STORMWATER CONVEYANCE PROJECT
16514	MACQUEEN EQUIPMENT LLC	E00006-A	INV	8/27/2020	772.00	2020 FIRE TRUCK-PIERCE ENFORCER PUMPER VIN022074
12642	MOVE OVER OUTFITTERS	5900	INV	8/27/2020	421.00	2020 FIRE TRUCK-EQUIPMENT
1360	HOOSIER FIRE EQUIPMENT INC	106884	INV	8/27/2020	1,587.10	2020 FIRE TRUCK-EQUIPMENT
5967	TIPPECANOE ARTS FEDERATION	8359	INV	8/27/2020	13,500.00	WABASH AVENUE CROSSWALK-GRANT
15145	GREGORY S NAPIER	1128	INV	8/27/2020	5,440.00	PROF SERV MCCARTY LANE PRJ
15145	GREGORY S NAPIER	1129	INV	8/27/2020	1,020.00	LOEB STADIUM-UTILITY COORDINATION
7475	T BIRD DESIGN SERVICES CORPORATION	8844	INV	8/27/2020	8,240.00	CITY HALL PARKING LOT- MUNICIPAL BUILDING SURVEY
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-I-0000005	INV	8/27/2020	24,129.51	MAIN ST STREETScape PH 3 INSPECTION
16900	ALDERSON COMMERCIAL GROUP INC	20-4013-1	INV	8/27/2020	15,903.90	LAFAYETTE PUBLIC WORKS-SALT DOME
16900	ALDERSON COMMERCIAL GROUP INC	20-4013-2	INV	8/27/2020	361,817.64	LAFAYETTE PUBLIC WORKS-SALT DOME

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# Board List by Voucher

Board: RD082720 8/27/2020

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

16900	ALDERSON COMMERCIAL GROUP INC	20-4013-3	INV	8/27/2020	239,035.95	LAFAYETTE PUBLIC WORKS-SALT DOME
16452	CHASTAIN & ASSOCIATES LLC	7565/001	INV	8/27/2020	6,350.00	MAIN & KOSSUTH PHASE 1 STUDY-LOEB STADIUM
16452	CHASTAIN & ASSOCIATES LLC	7565/002	INV	8/27/2020	3,972.50	MAIN & KOSSUTH PHASE 1 STUDY-LOEB STADIUM
6837	AMERICAN STRUCTUREPOINT INC	130242	INV	8/27/2020	54,817.48	PARK EAST BLVD DESIGN
9179	MUNICIPAL EMERGENCY SERVICES INC	IN1480252	INV	8/27/2020	5,764.00	FIRE TRUCK 2020 EQUIPMENT
9160	BUTLER, FAIRMAN & SEUFERT INC	89828	INV	8/27/2020	550.00	TWYCKENHAM BLVD BETWEEN POLAND HILL & S 9TH
9160	BUTLER, FAIRMAN & SEUFERT INC	89868	INV	8/27/2020	58,221.11	TWYCK BLVD BETWEEN POLAND HILL & S 9TH-CONS MGMT
9160	BUTLER, FAIRMAN & SEUFERT INC	89826	INV	8/27/2020	32,394.00	SOUTH 9TH ST FROM BRICK N WOOD TO VMP-ENGINEERING
16693	EMCS INC	27839	INV	8/27/2020	2,859.50	BONLOU DRIVE TRAFFIC SIGNAL-DESIGN
			<b>Board Total</b>		<b>1,691,826.93</b>	

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City of Lafayette, IN  
BOARD SUMMARY

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BOARD: RD082720 08/27/2020

FUND	ACCOUNT		AMOUNT	AVLB BUDGET
2300	2300-06-000-0000-000000-431080-	Prof. Services - Contract S	10,000.00	-166,084.06
		FUND TOTAL	10,000.00	
CASH ACCOUNT TREC-00-000-0000-000000-101001-	BALANCE	25,217,977.46		
4710	4710-00-000-0000-000000-126100-	Intergovernmental Rec - IND	43,853.98	
4710	4710-00-000-0000-000000-202003-	Accounts Pay - TippCo Mc TI	13,725.63	
4710	4710-00-000-0000-000000-206000-	Retainage Payable	-68,528.61	
4710	4710-00-000-0000-000000-270000-	Suspense Account	10,963.50	
4710	4710-06-000-0000-000000-431010-	Prof. Services - Legal	88.33	-865.68
4710	4710-06-000-0000-000000-431080-	Prof. Services - Contract S	3,775.20	-15,106.85
4710	4710-06-000-0000-000000-444160-	Capital Asset Purchase	709,800.20	-1,569,750.48
		FUND TOTAL	713,678.23	
CASH ACCOUNT TREC-00-000-0000-000000-101001-	BALANCE	25,217,977.46		
4720	4720-06-000-0000-000000-431010-	Prof. Services - Legal	2,685.33	-17,136.66
4720	4720-06-000-0000-000000-431070-	Prof. Services - Consulting	48,448.28	-280,365.26
4720	4720-06-000-0000-000000-431080-	Prof. Services - Contract S	31,670.00	-81,264.24
4720	4720-06-000-0000-000000-439050-	Grant Award-Incentive	9,862.50	-466,112.50
4720	4720-06-000-0000-000000-439180-	Administration	87.05	-9,772.07
4720	4720-06-000-0000-000000-439420-	Economic Development	780,262.59	-2,700,039.89
4720	4720-06-000-0000-000000-444160-	Capital Asset Purchase	3,879.50	-488,328.01
		FUND TOTAL	876,895.25	
CASH ACCOUNT TREC-00-000-0000-000000-101001-	BALANCE	25,217,977.46		
4730	4730-00-000-0000-000000-126100-	Intergovernmental Rec - IND	72,932.09	
4730	4730-06-000-0000-000000-431010-	Prof. Services - Legal	88.34	-865.66
4730	4730-06-000-0000-000000-444160-	Capital Asset Purchase	18,233.02	-396,106.60
		FUND TOTAL	91,253.45	
CASH ACCOUNT TREC-00-000-0000-000000-101001-	BALANCE	25,217,977.46		
=====				
BOARD SUMMARY TOTAL			1,691,826.93	
=====				
GRAND TOTAL			1,691,826.93	
=====				

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# Board List by Voucher

Board: RD082720 8/27/2020

Cash Account / Bank: 101360 - Cash - ONB 2015 DSR

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
14321	SMOCK FANSLER CORPORATION	16-127-9	INV	8/27/2020	6,288.75	PROMENADE E. STAIRWAY RENO
14321	SMOCK FANSLER CORPORATION	16-127-10	INV	8/27/2020	37,261.50	PROMENADE E. STAIRWAY RENO-RETAINAGE
14321	SMOCK FANSLER CORPORATION	16-127-11	INV	8/27/2020	1,489.00	PROMENADE E. STAIRWAY RENO
			<b>Board Total</b>		<b>45,039.25</b>	

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# Board List by Voucher

Board: RD081420 8/14/2020

Cash Account / Bank: 101171 - Cash - MT RedRef 10B 8091

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7445	FIRST MERCHANTS BANK	RVREF10BFEE2 0	INV	8/14/2020	2,000.00	ANNUAL ADMIN FEE REV REF 10B BOND FIRE PROTECTION
			<b>Board Total</b>		<b>2,000.00</b>	

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# Board List by Voucher

Board: RD081420 8/14/2020

Cash Account / Bank: 101181 - Cash - MT RedRef 10C 8093

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7445	FIRST MERCHANTS BANK	RVREF10CFEE2 0	INV	8/14/2020	2,000.00	ANNUAL ADMIN FEE FOR REVREF 10C BOND (TWYCKENHAM)
			<b>Board Total</b>		<b>2,000.00</b>	

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# Board List by Voucher

Board: RD081420 8/14/2020

Cash Account / Bank: 101191 - Cash - MT RedRef 10A 8090

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7445	FIRST MERCHANTS BANK	REVREF10AFEE 20	INV	8/14/2020	2,000.00	ANNUAL ADMIN FEE REVREF10A BOND (N 9TH)
			<b>Board Total</b>		<b>2,000.00</b>	

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# Board List by Voucher

Board: RD063020 6/30/2020

Cash Account / Bank: 101327 - Cash - HB Ref Bd 13A 5410

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3803	HUNTINGTON NATIONAL BANK	13A-063020	INV	6/30/2020	750.00	ANNUAL TRUSTEE FEE REDEV REFUNDING 2013A
			<b>Board Total</b>		<b>750.00</b>	

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# Board List by Voucher

Board: RD063020 6/30/2020

Cash Account / Bank: 101328 - Cash - HB Ref Bd 13B 5312

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3803	HUNTINGTON NATIONAL BANK	13B-063020	INV	6/30/2020	750.00	ANNUAL TRUSTEE FEE REDEV REFUNDING 2013B
			<b>Board Total</b>		<b>750.00</b>	

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