



CITY OF
LAFAYETTE

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

Meeting: October 13, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. October 6, 2020

Documents:

[10062020.pdf](#)

OLD BUSINESS

- a. Contract-Brady Lane Drainage Improvements Project (Tabled 10/6/2020)
- b. Notice To Proceed-Brady Lane Drainage Improvements Project (Tabled 10/6/2020)

NEW BUSINESS

Engineering

- a. Utility Service Agreement With Tippecanoe Development II For Barrington Lakes Subdivision-Master Agreement

Documents:

[USA Tippecanoe Development II-Barrington Lakes Sub.pdf](#)

Purchasing

- a. Contract-McAllister Park Wabash Heritage Trail Extension Fall 2020

Documents:

[Trail Extension Project.pdf](#)

CLAIMS

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

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
October 6, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, October 6, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Norm Childress, Amy Moulton and Ron Shriner.

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

President Henriott called the meeting to order.

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

MINUTES

Mrs. Moulton moved for approval of the minutes from the September 29, 2020 regular meeting. Mrs. Murray seconded. Passed.

NEW BUSINESS

Lafayette Renew

Recommendation for Award- Brady Lane Drainage Improvements Project

Brad Talley, Renew Superintendent, presented to the Board and recommended approval of a Recommendation for Award for the Brady Lane Drainage Improvements Project with Midwest Paving in the amount of \$81,034.20. Mr. Talley stated that the two other bids received were Milestone Contractors in the amount of \$118,180.00 and Atlas Excavating in the amount of \$158,371.00. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

Contract- Brady Lane Drainage Improvements Project

Mr. Talley stated that the contract did not get signed prior to the meeting and asked to have it tabled. Mr. Shriner moved to table this item. Mrs. Moulton seconded. Tabled.

Notice to Proceed- Brady Lane Drainage Improvements Project

Mr. Talley stated that the notice to proceed did not get signed prior to the meeting and asked to have it tabled. Mr. Shriner moved to table this item. Mrs. Murray seconded. Tabled.

Certificate of Substantial Completion-S. 30th Street Drainage Improvements Project

Mr. Talley presented to the Board and recommended approval of a Certificate of Substantial Completion for the S. 30th Street Drainage Improvements Project with Atlas Excavating. The substantial completion date was on September 18, 2020. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Certificate of Final Completion-9th Street Sewer Separation and Pump Station Project

Mr. Talley presented to the Board and recommended approval of a Certificate of Final Completion for the 9th Street Sewer Separation and Pump Station Project with Bowen Engineering. The final completion date was on August 2, 2020. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Engineering

Change Order #1-18th Street and Central Street Drainage Improvements Project

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of Change Order #1 for 18th and Central Streets Drainage Improvements Project with Milestone Contractors. The change order is in the amount of \$13,354.04 which brings the revised contract amount to \$104,044.04. The change order includes the contractor was directed to shift inlet in order to widen radius, contractor was directed to widen radius of alley for large vehicles due to ruts observed on site, and contractor was directed to increase the size of asphalt patch in 18th Street to incorporate nearby patches and improve the aesthetic and ride of the patch. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of \$2,312,754.38. Mr. Childress asked a question on Page 14 regarding the Professional Service General Utility Advice invoices. Mr. Clary stated that these invoices are for legal guidance for the moratorium on utility shutoffs. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

MISCELLANEOUS

Special Event Request-5K Foot Pursuit

Mrs. Murray presented to the Board and recommended approval of a Special Event Request for the 5K Foot Pursuit to be held on October 31, 2020 from 7:30am-11:30am at Riehle Plaza, Big 4 Depot and the John T. Meyers Bridge. This event will be raising funds for Heartford House. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

Time: 9:10 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

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

Minutes written by Mindy Miller, 1st Deputy Clerk

*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at <http://www.lafayette.in.gov/agendacenter>.

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



Office of the City Engineer

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

**AGREEMENT FOR UTILITY SERVICE
TIPPECANOE DEVELOPMENT II, LLC
BARRINGTON LAKES SUBDIVISION MASTER AGREEMENT**

Pursuant to the attached Conditions for Utility Service consisting of six (6) pages, the City of Lafayette agrees to provide water supply service to and to accept sanitary sewage from a proposed 79.708 ± acre residential development site known as Barrington Lakes Subdivision (Lots 1-314 – all Sections and Phases), located at CR 50 South and McCarty Lane. (Described in Exhibit 'A' attached hereto.)

City of Lafayette
Board of Public Works and Safety

Gary D. Henriott, President

Amy Moulton, Member

Norman D. Childress, Member

Ronald Shriner, Member

Cindy Murray, Member

ATTEST:

Date: _____

Date: _____

Owner/Developer:
Tippecanoe Development II, LLC

Name: John B. Scheumann, Jr. Title: Member

Date: 10/5/2020

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Gary D. Henriott, President of the Lafayette Board of Public Works and Safety, Norman D. Childress, Board Member, Cindy Murray, Board Member, Amy Moulton, Board Member, and Ronald Shriner, Board Member and acknowledged the execution of the foregoing instrument this _____ day of October, 2020.

Notary Public
Resident of _____ County

My Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared John B. Scheumann, Jr., representative of Tippecanoe Development II, LLC, who acknowledged the execution of the foregoing Agreement for Utility Service this 5/12 day of October 2020.



TERRY L. KING
NOTARY PUBLIC - OFFICIAL SEAL
Commission # 695281
State of Indiana, Carroll County
My Commission Expires January 17, 2025

Terry L. King
TERRY L. KING Notary Public
Resident of Carroll County

My Commission Expires: 1/17/25

Exhibit 'A'

LAND DESCRIPTION - SUBJECT TRACT (79.708 acres +/-)

A part of the Northeast and Northwest Quarters of Section 29, Township 23 North, Range 3 West, Perry Township, Tippecanoe County, Indiana, more particularly described as follows: Beginning at an I-beam Post marking the Northeast Corner of said Northwest Quarter; thence South 01 degree 34 minutes 37 seconds East (bearings based on Tippecanoe County Section Corner Perpetuation Project) a distance of 673.04 feet to a railroad rail post; thence North 89 degrees 54 minutes 17 seconds West a distance of 965.86 feet to a 1/2" rebar; thence North 88 degrees 01 minute 41 seconds West a distance of 32.97 feet to a 5/8" rebar with a yellow cap stamped "Schneider Firm #0001" (hereinafter referred to as Rebar) on the North line of the South Half of the Northeast Quarter of said Northwest Quarter; thence South 00 degrees 36 minutes 09 seconds East a distance of 1974.78 feet to a magnetic nail marking the Southeast corner of Barrington Woods Subdivision, Section 1, as described on the Final Plat thereof, Recorded as Record #201818019763 in the Office of the Recorder of Tippecanoe County, Indiana, said nail being on the South line of said Northwest Quarter; thence North 89 degrees 41 minutes 31 seconds East along said South line 989.90 feet to the Southeast Corner of said Northwest Quarter; Thence North 89 degrees 41 minutes 41 seconds East along the South line of said Northeast Quarter Section 274.74 feet to a mag nail with washer stamped "Schneider Firm #0001" marking a southwest corner of the right-of-way line of McCarty Lane as described in two deeds, recorded as Record #201010016186 and #201010016190; thence along said right-of-way line the following ten (10) courses; (1) North 00 degrees 01 minute 02 seconds West a distance of 31.14 feet; (2) thence North 89 degrees 58 minutes 58 seconds East a distance of 150.00 feet; (3) thence North 78 degrees 40 minutes 23 seconds East a distance of 50.99 feet; (4) thence North 89 degrees 58 minutes 58 seconds East a distance of 35.00 feet; (5) thence North 55 degrees 09 minutes 40 seconds East a distance of 17.81 feet to a point on a non-tangent curve having a radius of 1940.00 feet, the radius point of which bears North 77 degrees 34 minutes 23 seconds West; (6) thence northerly along said curve to the left an arc distance of 429.76 feet to a point which bears North 89 degrees 58 minutes 30 seconds East from said radius point; (7) thence North 00 degrees 01 minutes 30 seconds West a distance of 856.96 feet; (8) thence North 16 degrees 43 minutes 28 seconds West a distance of 52.20 feet; (9) thence North 16 degrees 40 minutes 27 seconds East a distance of 52.20 feet; (10) thence North 00 degrees 01 minutes 30 seconds West a distance of 1199.25 feet to a Rebar on the North line of the Northwest Quarter of said Northeast Quarter; thence North 89 degrees 36 minutes 45 seconds West along said North line a distance of 600.99 feet to the Point of Beginning, containing 79.708 acres, more or less.

'Exhibit A' Visual

**Barrington Lakes SD
79.708 ac**

26

Oriole Dr

Country Aire Dr

Oriole Ct

McCarty Ln

10 S

McCarty Ln

McCarty Ln

Finsbury St

Haddington Ln

E 50 S

E 50 S

E 50 S



CONDITIONS FOR UTILITY SERVICE

1. Execution of the Consent to Voluntary Annexation and Waiver of Right to Object.
2. Acceptance of the conditions in the attached Statement of Policy for Utility Service. (Dated March 25, 1999)
3. The Owner/Developer shall provide all easements necessary to provide utility (water, sanitary sewer and storm sewer) service at no cost to the City of Lafayette.
4. The implementation plan for this development anticipates that 10% of the full fees will be paid at the time of execution. The balance of the Cost Recovery Fees will be paid on a per lot basis due at the time of application for a sewer permit for each lot (lots 1-314). No further addendum will be required unless the density of the subdivision is altered thus requiring a modification in per lot fees.
5. Payment of the Cost Recovery Fees, pursuant to the Cost Recovery Fee Summary Sheet – Exhibit 'B' dated September 28, 2020 attached hereto and a part hereof.

6.1 WATER SUPPLY

Existing watermains are located near the proposed development and have sufficient size and capacity to serve said development. The City of Lafayette has previously constructed water supply facilities, storage facilities and distribution mains to serve this general area.

Water service shall be provided for the project at one (1) point of connection:

1. Service will be from an 8"Ø line located at the west side of the property through the Barrington Woods Subdivision (North side of Manton Road). This line is fed from an existing 14"Ø watermain on the south side of CR 50 South. Said 14"Ø will be extended to the corner of CR 50 South and McCarty Lane as part of the utility plan for Barrington Lakes Subdivision.

Local watermains throughout the proposed development shall be maintained at 8"Ø minimum with the exception of limited duty mains which may be sized 6"Ø.

In recognition of prior construction of primary water supply, storage and distribution mains by the City of Lafayette to serve this general area, the Owner/Developer agrees to pay to said City a Water Cost Recovery Fee in the amount of \$1,029 per acre of platted development.

SUMMARY OF COSTS AND PAYMENTS
Water Supply

Payment due upon the execution of a Utility Service Agreement equals platted acreage times the appropriate fee times ten percent (10%). (Acreage x Fee x 0.10)

The remaining balance of the Water Cost Recovery Fee for each platted phase will be due and payable at time of application for a sewer permit for each lot (per lot fee) as identified in Exhibit 'B'.

All construction shall be subject to all applicable City standards as noted elsewhere in this Utility Service Agreement.

Upon completion, all watermains shall be accepted by the City of Lafayette as public watermains without residual obligation to the Owner/Developer.

No additional tap or cost recovery fees are required from the Owner/Developer for said water service save those fees provided for and required under City ordinance.

6.2 SANITARY SEWER

Existing sanitary sewer systems are located near the development and have sufficient size and capacity to serve said development. The City of Lafayette has previously constructed sewage lift stations, forcemains and interceptor sewers to serve this general area.

Sewer service connection shall be provided at one (1) point of connection.

1. Service will be from a 10"Ø line located at the west side of the property through the Barrington Woods Subdivision (South side of Manton Road). This line is connected to an existing 12"Ø sanitary sewer on CR 50 South.

In recognition of prior and current construction of sewage lift stations, forcemains and interceptor sewers by the City to serve this general area, the Owner/ Developer agrees to pay to said City a Wastewater Cost Recovery Fee in the amount of \$4,153 per acre of platted development.

SUMMARY OF COSTS AND PAYMENT
Sanitary Sewer Service

Payment due upon the execution of a Utility Service Agreement equals platted acreage times the appropriate fee times ten percent (10%).
(Acreage x Fee x 0.10)

The remaining balance of the Wastewater Cost Recovery Fee for each platted phase will be due and payable at time of application for a sewer permit for each lot (per lot fee) as identified in Exhibit 'B'.

All construction shall be subject to all applicable City standards as noted elsewhere in this Utility Service Agreement.

Upon completion, all sanitary sewers shall be accepted by the City of Lafayette as public sanitary sewers without residual obligation to the Owner/Developer.

No additional tap or Cost Recovery Fees are required from the Owner/Developer for said sewer service save those fees provided for and required under City ordinance.

STATEMENT OF POLICY UTILITY SERVICE

March 25, 1999

This document is prepared as a general statement of policy for connection to the water and wastewater systems of the City of Lafayette. Unusual or extra-ordinary service conditions may justify additional and/or alternative requirements.

No utility service, water or wastewater, will be provided until all technical and monetary matters have been satisfied.

Sanitary Sewers

1. Provision of wastewater service is conditioned on the acceptance and usage of the City water system where such waterlines are within reasonable connection distance.
2. All sanitary sewers proposed for connection to the City of Lafayette system shall be constructed of the highest quality state-of-the-art materials, built with sound construction practices in accordance with City of Lafayette Typical Construction Guidelines and Details (current version), Ordinance 85-21 as amended, and Ten States Standards, all to the acceptability of the Board of Public Works & Safety.
3. Private sanitary sewers are not generally permitted. Connection may be allowed for such sewers per direction of the Board of Public Works & Safety.
4. Application for connection to the sanitary sewer shall be initiated at the Office of the Lafayette City Engineer.
5. All required technical data, design documents, plans and specifications, permits, and approvals shall be delivered to and acknowledged by the Office of the Lafayette City Engineer prior to the initiation of construction by the developer.
6. Payment of sewer permit fees, Cost Recovery Fees and/or Wastewater Agreement Fees shall be made to the City prior to the issuance of a sewer connection (tap) permit.
7. Resolution of all items relating to Stormwater Management must be achieved prior to issuance of a sewer connection (tap) permit.
8. Notification of the Water Pollution Control Department-Sewers Section is required prior to initiation of construction activity and prior to connection the system.

Water

1. Provision of water service is conditioned to the acceptance and usage of the City wastewater system where such sewer lines are within reasonable connection distance.
2. All waterlines proposed for connection to the City of Lafayette system shall be constructed of the highest quality state-of-the-art materials, built with sound construction practices in accordance with City of Lafayette Typical Construction Guidelines and Details (current version), Ordinance 1279 as amended, and Ten States Standards, all to the acceptability of the Board of Public Works & Safety.
3. Private waterlines, with appurtenances, are not generally permitted. Connection may be allowed for such waterlines per direction of the Board of Public Works and Safety.
4. Application for connection to the water distribution system shall be initiated at the Office of the Lafayette City Engineer.
5. All required technical data, design documents, plans and specifications, permits, and approvals shall be delivered to and acknowledged by the Office of the Lafayette City Engineer prior to the initiation of construction by the developer.
6. Payment of waterline tap fees, meter fees, Cost Recovery Fees and/or other agreement fees shall be made to the City prior to the issuance of a waterline connection permit.
7. Resolution of all items relating to Stormwater Management must be achieved prior to issuance of a waterline connection (tap) permit.
8. Notification of the Water Department is required prior to initiation of construction activity and prior to connection to the system.

EXHIBIT 'B'

**COST RECOVERY FEE SUMMARY SHEET
TIPPECANOE DEVELOPMENT II, LLC
September 28, 2020**

Project Title: Barrington Lakes Subdivision

Project Acreage: 79.708±

Number of Lots: 1-314

Schedule of Fees:

I. Charges:

Water Fee	(\$1,029 x 79.708 acres) =	\$82,020	(20%)
Wastewater Fee	(\$4,153 x 79.708 acres) =	<u>\$331,027</u>	(80%)
Total		\$413,047	100%

II. Down Payment:

10% payment due at time of execution of Utility
Service Agreement
0.10 x \$413,047 = \$41,305

Water Fee	=	\$8,261
Wastewater Fee	=	<u>\$33,044</u>
		\$41,305

III. Balance Due:

Total Fee	=	\$413,047
Less Down Payment	=	<u>\$41,305</u>
Balance	=	\$371,742

\$371,742/315 Lots = **\$1,180/lot**

Payable at the time of application for a sewer permit for each lot.

Water (20%)	(\$1,180 x 0.2) =	\$236.00
Sewer (80%)	(\$1,180 x 0.8) =	\$944.00

UTILITY COST RECOVERY FEE WORKSHEET

Project Title: Barrington Lakes Subdivision - Master Agreement Date: 9/28/2020

Project Location: CR 50 South and McCarty Lane

Total Platted Acreage: 79.708 Ac. (per Legal Description) No. of Lots: 1-314

Service Area in which Proposed Project is located: (See Map) 4

A. Total Average Flow from IDEM Design Summary: _____ gpd

B. Acreage flow: A. = _____ gpd per Ac.
Platted Acreage

C. Flow Multiplier: B. - 2000 = _____
(Use 0 if less than 0) 2000 gpd per Acre

WASTEWATER RECOVERY FEE WORKSHEET

WATER RECOVERY FEE WORKSHEET

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Base Fee</td> <td style="width: 20%; text-align: right;"><u>\$2,165</u></td> </tr> <tr> <td>2. Service Area Fee</td> <td style="text-align: right;"><u>\$1,988</u></td> </tr> <tr> <td>3. Flow Rate Adjustment: [C. x (1.+2.)]</td> <td style="text-align: right;">= _____</td> </tr> <tr> <td>4. Recovery Fee per Acre: (Sum of 1.+2.+3.)</td> <td style="text-align: right;">= <u>\$4,153</u></td> </tr> <tr> <td>5. Total Wastewater Recovery Fee (4. x Total Platted Acreage)</td> <td style="text-align: right;">= _____</td> </tr> <tr> <td style="text-align: right;"><u>\$4,153</u> x <u>79.708ac</u></td> <td style="text-align: right;">= <u>\$331,027</u></td> </tr> </table>	1. Base Fee	<u>\$2,165</u>	2. Service Area Fee	<u>\$1,988</u>	3. Flow Rate Adjustment: [C. x (1.+2.)]	= _____	4. Recovery Fee per Acre: (Sum of 1.+2.+3.)	= <u>\$4,153</u>	5. Total Wastewater Recovery Fee (4. x Total Platted Acreage)	= _____	<u>\$4,153</u> x <u>79.708ac</u>	= <u>\$331,027</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Base Fee</td> <td style="width: 20%; text-align: right;"><u>\$941</u></td> </tr> <tr> <td>2. Service Area Fee</td> <td style="text-align: right;"><u>\$88</u></td> </tr> <tr> <td>3. Flow Rate Adjustment: [C. x (1.+2.)]</td> <td style="text-align: right;">= _____</td> </tr> <tr> <td>4. Recovery Fee per Acre: (Sum of 1.+2.+3.)</td> <td style="text-align: right;">= <u>\$1,029</u></td> </tr> <tr> <td>5. Total Water Recovery Fee (4. x Total Platted Acreage)</td> <td style="text-align: right;">= _____</td> </tr> <tr> <td style="text-align: right;"><u>\$1,029</u> x <u>79.708 ac</u></td> <td style="text-align: right;">= <u>\$82,020</u></td> </tr> </table>	1. Base Fee	<u>\$941</u>	2. Service Area Fee	<u>\$88</u>	3. Flow Rate Adjustment: [C. x (1.+2.)]	= _____	4. Recovery Fee per Acre: (Sum of 1.+2.+3.)	= <u>\$1,029</u>	5. Total Water Recovery Fee (4. x Total Platted Acreage)	= _____	<u>\$1,029</u> x <u>79.708 ac</u>	= <u>\$82,020</u>
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Service Area Fee Schedule

Service Area 1 -	\$2,583
Service Area 2 -	\$4,284
Service Area 2A -	\$5,448
Service Area 2B -	\$7,094
Service Area 2C -	\$984 /S.F. Service
Service Area 3 -	\$2,245
Service Area 3A -	\$3,513
Service Area 3B -	\$1,678
Service Area 4 -	\$1,988
Service Area 5 -	\$1,327
Service Area 6 -	\$3,780
Service Area 6A -	\$4,853
Service Area 7 -	\$2,212
Service Area 8 -	\$2,298
Service Area 9 -	\$1,988
Service Area 9A -	\$3,918
Service Area 10 -	\$1,473
Service Area 11 -	\$3,932
Service Area 11A -	\$1,570
Service Area 11B -	\$3,073
Service Area 11C -	
Service Area 12 -	\$1,473
Service Area 13 -	\$2,294
Service Area 14 -	\$3,043
Service Area 15 -	--
Service Area 15A -	\$3,838
Service Area 16 -	\$3,073
Service Area 17 -	\$5,000 *
Service Area 18A -	\$6,796 *
Service Area 18B -	\$7,560 *
Service Area 18C -	\$3,841 *
Service Area 18D -	\$7,647 *
Service Area 19 -	\$3,550 /S.F. Service*

Service Area Fee Schedule

Service Area 1 -	--
Service Area 2 -	\$21
Service Area 2A -	\$21
Service Area 2B -	--
Service Area 2C -	--
Service Area 3 -	--
Service Area 3A -	\$619
Service Area 3B -	\$619
Service Area 4 -	\$88
Service Area 5 -	--
Service Area 6 -	\$370
Service Area 6A -	\$282
Service Area 7 -	\$312
Service Area 8 -	\$254
Service Area 9 -	\$83
Service Area 9A -	\$123
Service Area 10 -	\$75
Service Area 11 -	\$103
Service Area 11A -	\$130
Service Area 11B -	\$75
Service Area 11C -	--
Service Area 12 -	\$75
Service Area 13 -	\$1,331
Service Area 14 -	--
Service Area 15 -	\$2,419
Service Area 15A -	\$6,430
Service Area 16 -	\$103
Service Area 17 -	*
Service Area 18A -	*
Service Area 18B -	*
Service Area 18C -	*
Service Area 18D -	*
Service Area 19 -	*

* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

WASTEWATER RECOVERY FEE WORKSHEET (cont'd)

Service Area 20 -	*
Service Area 20A -	\$240 *
Service Area 21 -	*
Service Area 22 -	
Service Area 23 -	\$7,315 /SF Service*
Service Area 24 -	\$6,713 /SF Service*
Service Area 25 -	
Service Area 26 -	\$7,113 /SF Service*

WATER RECOVERY FEE WORKSHEET (cont'd)

Service Area 20 -	\$1,271 *
Service Area 20A -	\$1,561 *
Service Area 21 -	*
Service Area 22 -	\$3,632 /SF Service*
Service Area 23 -	\$5,174 /SF Service*
Service Area 24 -	\$7,032 /SF Service*
Service Area 25 -	\$2,636 *
Service Area 26 -	\$4,397 /SF Service*

STORMWATER COST RECOVERY FEES

1.	Greenbush Pond Watershed -	\$12,500 / Acre Foot of Storage
2.	Wilson Branch Reservoir Watershed -	\$9,339 / Acre Foot of Storage
3.	Coleman Drain Watershed	\$7,384 / Acre + Greenbush Pond Storage Charge
4.	Southside Drainage Watershed	\$7,086 / Acre
5.	Kirkpatrick Legal Drain Reconstruction	\$2,525 / Acre
6.	C.R. 500 East & McCarty Lane Stormwater Improvements	\$7,088 / Acre
7.	Gannett Storm Sewer Extension	\$13,199 / Acre
8.	Sagamore North Pond / Storm System	\$13,224 / Acre
9.	Old Romney Road Pond / Storm System	\$31,375 / Acre

MISCELLANEOUS COST RECOVERY FEES

I. WATERMAINS

Creasy Lane area between Creasy Court and State Road 38	\$850 / Acre of Platted Acreage
--	---------------------------------

* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

CONSENT TO VOLUNTARY ANNEXATION AND WAIVER OF RIGHT TO OBJECT

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

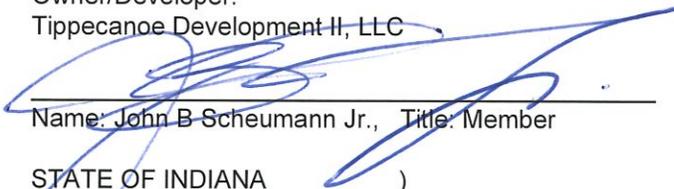
To the City of Lafayette:

In consideration of the City of Lafayette, Indiana, permitting the undersigned to connect to the City utility system and for other good and valuable consideration, the undersigned being all of the fee simple owners of all the real estate to be serviced, hereby consent to the **Voluntary Annexation** of all or any of the real estate within the service area ("Real Estate"), such Real Estate being legally described on the attached Exhibit 'A' which Exhibit is made a part hereof; and upon the request of the City of Lafayette agree to execute any and all documents necessary to effectuate a **Voluntary Annexation** and further **Waive All Rights to Object** to annexation, or resist any proceeding for annexation, of all or any part of the Real Estate by the City of Lafayette or others.

This Consent to Voluntary Annexation and Waiver of Right to Object to Annexation shall run with the land and be binding upon the heirs, administrators, devisees, assigns, or successors in interest.

Date this 5th day of October 2020.

Owner/Developer:
Tippecanoe Development II, LLC


Name: John B. Scheumann Jr., Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me a Notary Public in and for said County and State this 5th day of October 2020, personally appeared John B. Scheumann Jr., representative of Tippecanoe Development II, LLC, and acknowledged their voluntary execution of the foregoing Waiver of Right to Object to Annexation.



TERRY L. KING
NOTARY PUBLIC - OFFICIAL SEAL
Commission # 695281
State of Indiana, Carroll County
My Commission Expires January 17, 2025


Notary Public

TERRY L KING
Name (Typed or Printed)

My Commission Expires: 1/17/25

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Colin Dale

Exhibit 'A'

LAND DESCRIPTION - SUBJECT TRACT (79.708 acres +/-)

A part of the Northeast and Northwest Quarters of Section 29, Township 23 North, Range 3 West, Perry Township, Tippecanoe County, Indiana, more particularly described as follows: Beginning at an I-beam Post marking the Northeast Corner of said Northwest Quarter; thence South 01 degree 34 minutes 37 seconds East (bearings based on Tippecanoe County Section Corner Perpetuation Project) a distance of 673.04 feet to a railroad rail post; thence North 89 degrees 54 minutes 17 seconds West a distance of 965.86 feet to a 1/2" rebar; thence North 88 degrees 01 minute 41 seconds West a distance of 32.97 feet to a 5/8" rebar with a yellow cap stamped "Schneider Firm #0001" (hereinafter referred to as Rebar) on the North line of the South Half of the Northeast Quarter of said Northwest Quarter; thence South 00 degrees 36 minutes 09 seconds East a distance of 1974.78 feet to a magnetic nail marking the Southeast corner of Barrington Woods Subdivision, Section 1, as described on the Final Plat thereof, Recorded as Record #201818019763 in the Office of the Recorder of Tippecanoe County, Indiana, said nail being on the South line of said Northwest Quarter; thence North 89 degrees 41 minutes 31 seconds East along said South line 989.90 feet to the Southeast Corner of said Northwest Quarter; Thence North 89 degrees 41 minutes 41 seconds East along the South line of said Northeast Quarter Section 274.74 feet to a mag nail with washer stamped "Schneider Firm #0001" marking a southwest corner of the right-of-way line of McCarty Lane as described in two deeds, recorded as Record #201010016186 and #201010016190; thence along said right-of-way line the following ten (10) courses; (1) North 00 degrees 01 minute 02 seconds West a distance of 31.14 feet; (2) thence North 89 degrees 58 minutes 58 seconds East a distance of 150.00 feet; (3) thence North 78 degrees 40 minutes 23 seconds East a distance of 50.99 feet; (4) thence North 89 degrees 58 minutes 58 seconds East a distance of 35.00 feet; (5) thence North 55 degrees 09 minutes 40 seconds East a distance of 17.81 feet to a point on a non-tangent curve having a radius of 1940.00 feet, the radius point of which bears North 77 degrees 34 minutes 23 seconds West; (6) thence northerly along said curve to the left an arc distance of 429.76 feet to a point which bears North 89 degrees 58 minutes 30 seconds East from said radius point; (7) thence North 00 degrees 01 minutes 30 seconds West a distance of 856.96 feet; (8) thence North 16 degrees 43 minutes 28 seconds West a distance of 52.20 feet; (9) thence North 16 degrees 40 minutes 27 seconds East a distance of 52.20 feet; (10) thence North 00 degrees 01 minutes 30 seconds West a distance of 1199.25 feet to a Rebar on the North line of the Northwest Quarter of said Northeast Quarter; thence North 89 degrees 36 minutes 45 seconds West along said North line a distance of 600.99 feet to the Point of Beginning, containing 79.708 acres, more or less.



October 8, 2020

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

Re: McAllister Park Wabash Heritage Trail Extension Fall 2020

Dear Board Members,

You have before you the Contract with American Paving & Asphalt, Inc. for the extension of a section of the Wabash Heritage Trail located in McAllister Park. This project will entail laying 8” of gravel for a sub-surface covered by 3” of hot mixed asphalt for 950 linear feet, 10 feet wide. The Lafayette Parks Department will do the earthwork to prepare the path for the work to be done by American Paving & Asphalt, Inc. The cost of this contract is \$46,000 and will be funded by a grant received from Duke Energy.

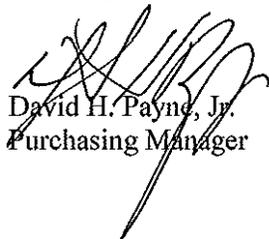
Quotes were solicited for this project and the results are listed below:

American Paving & Asphalt, Inc.	\$46,000.00
Milestone Contractors	\$71,000.00
Reith-Riley	Non-Responsive

The project is anticipated to be completed during the month of November 2020.

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

Sincerely,



David H. Payne, Jr.
Purchasing Manager

CONTRACT

McAllister Park Wabash Heritage Trail Extension 2020

THIS CONTRACT, made the 13th day of October, 2020, by and between American Paving & Asphalt, Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

McAllister Park Wabash Heritage Trail Extension Fall 2020

for the Owner, all in strict accordance with Contractor's proposal attached hereto and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Forty-Six-Thousand dollars (\$46,000.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. General Conditions

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV GUARANTEE

The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

Contractor

By _____

Title _____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the 13th day of October, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

Mindy Miller, Deputy Clerk

Date: _____

AMERICAN PAVING & ASPHALT, INC.

2149 Wabash Avenue
Lafayette, IN 47909
Phone (765) 471-8484
Fax (765) 471-1072

Proposal

Attn: Mike Perry

Date: 18 July 20

Project: McAllister Park (Lafayette, IN)

We propose to furnish labor, material, and equipment for the above project, in accordance with the terms and conditions printed herein, which upon acceptance by you of this Proposal are agreed to and accepted.

We are quoting the following scope of work per your request:

NEW WALKING PATCH (950 LF x 10' WIDE)

1. Furnish, lay, grade and compact recycled aggregates under proposed pavement (8").
2. Furnish and lay 3" of HMA #9 surface, compacted.

TOTAL \$46,000

GENERAL

1. Not included in this bid:
 - A.) Permits, staking, testing or layout.
 - B.) Sales tax.
 - C.) Furnishing or spreading of materials along edges of new asphalt.
 - D.) Repair or replacement of unsuitable sub base.
 - E.) Earthwork or preparing path for aggregates.
 - F.) Tree or limb removal.
 - G.) Repairs to existing surfaces if damaged by construction traffic.

If the foregoing meets with your acceptance, please sign this Proposal and return to the address above. Upon receipt, it is understood that the foregoing, including the terms and conditions set forth on the following page, addition to the applicable terms and conditions within American Paving & Asphalt, Inc. shall constitute a full and complete agreement.

All proposals are made subject to acceptance within 30 days from the date of this proposal and to withdrawal without notice thereafter. Signature represents acceptance of this Proposal, the American Paving & Asphalt, Inc. and the terms and conditions contained therein.

SIGNED _____ DATE _____

TERMS _____ SUBMITTED BY _____



GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 - OWNER'S RIGHTS AND RESPONSIBILITIES

- A. **Owner's Right to Correct Deficiencies:** Upon failure to perform the work in accordance with the Contract Document, including any requirements with respect to the Schedule of Completion and after five (5) days' written notice to the Contractor, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the Contractor.

- B. **Suspension of Work by Owner:** The Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract. No extension of time will be allowed if work is suspended by the failure of the Contractor to comply with the Plans and Specifications.

- C. **Owner's Right to Terminate Agreement and Complete the Work:** The Owner shall have the right to terminate his agreement with the Contractor after giving ten (10) days written notice of termination to the Contractor in the event of any default by the Contractor.
 - 1. **Default by Contractor:** It shall be considered a default by the Contractor whenever he shall:
 - (a) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - (b) Disregard or violate provisions of the Contract Document or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
 - (c) Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

 - 2. **Completion by the Owner:** In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

ARTICLE 2 - CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

All work shall be done in strict accordance with the Contract Document. Observations, construction reviews, tests, recommendations, or approvals by persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Document. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

- A. Lands by Contractor: Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.
 - 1. Private and Public Property: The Contractor shall not enter upon private property for any purpose without obtaining permission from owner of said property. He shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent had witnessed or otherwise referenced their location and shall not remove them until directed.
- B. Subcontracts: At the time set forth in the Contract Document or when requested by the Owner, the Contractor shall submit in writing for review of the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Owner. The Contractor is responsible to the Owner for the acts and deficiencies of his Subcontractors and of their direct and indirect employees to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Document shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Document.
- C. Contractor's Right to Suspend Work or Terminate Agreement: Contractor may suspend work or terminate his Agreement with the Owner upon ten (10) days' written notice to the Owner for any of the following reasons:
 - 1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
 - 2. If the Owner should fail to act upon any Request for Payment within thirty (30) days after it is presented in accordance with the General Conditions of the Contract.

ARTICLE 3 - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in the Contract Document, and none of the provisions of the Contract Document shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE 4 - MATERIALS AND EQUIPMENT

The materials and equipment installed in the work shall meet the requirements of the Contract Document. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light and power, etc. all necessary to the execution of the work. Unless otherwise specified, all material shall be new and both workmanship and material shall be of good quality.

ARTICLE 5 - INSURANCE

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor.

- A. Types: The types of insurance the Contractor is required to obtain and maintain, for the full period of the Contract, will be: Workmen's Compensation Insurance, Comprehensive General Liability Insurance as detailed in the following portions of this specification as applicable.
- B. Evidence: As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be cancelled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

ARTICLE 6 - WORKMEN'S COMPENSATION INSURANCE

Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all Subcontractors have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom he employs or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workmen's Compensation Insurance Laws. The Contractor shall provide a Waiver of Subrogation in favor of the Owner.

ARTICLE 7 - COMPREHENSIVE GENERAL LIABILITY INSURANCE

Before commencement of the work the Contractor shall submit written evidence that he and all his Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability

Insurance (including automobile) coverage with a combined single limit of \$2,000,000. Owner shall be named as Additional Insured. Contractor's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Contractor's available coverage.

ARTICLE 8 - INDEMNITY

The Contractor shall hold harmless, indemnify and defend the Owner and its employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner.

ARTICLE 9 - PERMITS

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The permits for construction within or across public or private property, rights-of-way or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the Owner, excepting any bonds or insurance required by the affected agency or utility.

ARTICLE 10 - ASSIGNMENT OF CONTRACT

Neither the Contractor nor the Owner shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

ARTICLE 11 - WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept operative from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

ARTICLE 12 - PUBLIC CONVENIENCE

The Contractor shall at all times conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

ARTICLE 13 - SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This

requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

ARTICLE 14 - NONDISCRIMINATION IN EMPLOYMENT

Pursuant to Indiana and Federal law, the Contractor shall agree that during the performance of this Contract:

- A. The Contractor, or any Subcontractor, or any person acting on behalf of the Contractor, or any Subcontractor shall not, in the hiring of employees for performance of work under this Contract or any Subcontract hereunder, discriminate by reason of race, color, religion, sex, disability, creed or national origin against any person who is qualified and available to perform the work to which the employment is related.
- B. The Contractor, or any Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, color, creed or national origin.
- C. That the Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for violation of the terms or conditions of this section of this Contract.

ARTICLE 15 - CHANGES IN THE WORK (CHANGE ORDER)

The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications in the appropriate proportion of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

ARTICLE 16 - REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.

ARTICLE 17 - CLEANING UP

The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

ARTICLE 18 - CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such

defects discovered within one year from the date of written acceptance of the work.

ARTICLE 19 - REQUESTS FOR PAYMENT

The Contractor may submit to the Owner periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less previous payments.

ARTICLE 20 - ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of the Contract Document, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and upon acceptance by the Owner, the Owner will release the Contractor, any legal rights of the Owner, required guaranties, and will pay the Contractor's final Request for Payment.

ARTICLE 21 – INVESTING IN IRAN

Pursuant to Indiana Code 5-12-16.5, Contractor is required to certify 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.

ARTICLE 22 - E-VERIFY

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

ARTICLE 23 – TOBACCO FREE POLICY

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