



May 20, 2021

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

On Call Environmental Services Proposal

Lafayette Public Safety Building Project
625-639 Columbia Street; 21 N. 6th Street
Lafayette, Tippecanoe County, Indiana

Dear Mr. Carson:

Industrial Waste Management Consulting Group, LLC (IWM Consulting) is pleased to provide the City of Lafayette Economic Development Department this proposal to provide on call environmental services for the Lafayette Public Safety Building project located at 625-639 Columbia Street and 21 N. 6th Street in Lafayette, Indiana (hereinafter referred to as the site). IWM Consulting is proposing to conduct the following environmental services on an as needed basis:

- Provide daily environmental oversight to assist in characterizing potential environmentally impacted soil and to properly track/manifest impacted soil being transported and disposed at an appropriate Subtitle D Landfill (Walnut Ridge Landfill located in Frankfort, IN);
- Secure landfill approval of the environmentally impacted soil and provide a unit rate disposal cost for each ton of environmentally impacted soil disposed at Walnut Ridge Landfill
- Provide hourly rate for transportation of soil to Walnut Ridge Landfill

IWM Consulting will assist the Client with environmental consulting services for the site on a **not to exceed \$50,000** time and material basis utilizing the following rates:

Task	Unit Cost	Estimated Cost Per Task	Comments
Environmental Oversight/Sampling/Coordination During Redevelopment Activities			
Daily Rate to collect environmental samples (includes labor, material, and equipment), track soil disposal manifests, & segregate excavated soil	\$1,125/day	Unknown	Assumes 1 person onsite and no more than 8 hours of onsite time to observe and document the field activities. Soil samples will be collected and submitted for laboratory analysis, as necessary. Soil analytical costs not included.
Soil Analytical Fees (Total Lead & TCLP Lead)	\$16.50/sample – Total Lead \$67.50/sample – TCLP Lead	Unknown	Includes all subcontractor costs and assumes 48-hour TAT analysis. Additional analytical parameters may be required, if requested by the landfill or Client but it is not anticipated at this time.
Soil Disposal & Transportation			
Waste Disposal (per ton)	\$25/ton	Unknown	Cost includes all environmental recovery and fuel recovery fees, and taxes associated with the landfill. Assumes all soil is characterized as non-hazardous and disposed at Walnut Ridge Landfill located in Frankfort, IN. Additional charges will apply if soil is characterized as hazardous. Includes soil disposal costs only (excavating & loading not included in base price since contractor is already onsite and these activities are already included in their base bid with Kettlehut and/or the City of Lafayette). The cost to transport the soil to the landfill is not included in this unit rate but is included under a separate line item.
Soil Transportation to Landfill (per hour)	\$132/hour	Unknown	Costs assumes use of tri-axle trucks to transport the soil to the landfill. Also assumes straight time rates (8-hours/day, Monday – Friday) and that the soil is characteristically non-hazardous. Additional charges apply for overtime transportation rates. Estimate ~2 hours for each round trip, additional time may be required for loading/unloading the soil at the Site or landfill, respectively and for traffic/construction delays.

If requested, IWM Consulting will provide additional assistance to the Client for environmental consulting services on a time and material basis utilizing the following rates. Tasks required may include generation of a summary report documenting any requested onsite work activities, site meetings with the Client or subcontractors, or additional correspondence with the Client, Client designated Representative, or landfill, as necessary to implement the work activities.

Labor/Material Category	Rate
Senior Project Manager	\$102.00/hour
Project Manager	\$83.00/hour
Staff Personnel	\$70.00/hour
Drafting	\$50.00/hour
Administrative	\$28.00/hour
Photo-ionization Detector	\$100/day
Soil Sampling Supplies (gloves, baggies, sample containers)	\$25/day
Misc. Expenses/Subcontractors (laboratory, drilling, landfill disposal, etc.)	Cost + 10%
Mileage	Federal Mileage Rate

*The list above is only a partial list of the potential items that may be utilized for this project.

The total combined anticipated not to exceed cost is \$50,000. IWM Consulting will not exceed the \$50,000 cost limit unless prior approval from the Client is received.

This proposal is an estimate only and the actual final Client invoice will be generated using the unit rates listed above and the actual number of units incurred during the work activities. IWM Consulting will document which days we are onsite and provide backup regarding the total number of samples obtained for analysis, the total number of tons disposed at the landfill, and the number of transportation hours incurred.

Timeline

IWM Consulting will begin work on this project upon receiving authorization to proceed (see attached Authorization for IWM to Proceed) and will only initiate work on the project when requested by the Client.

IWM Consulting appreciate this opportunity to offer our services and to continue working with you on this project. If you have any questions regarding this proposal, please feel free to contact Brad Gentry at (317) 968-9256, or by email at bgentry@iwmconsult.com.

Sincerely,

IWM Consulting Group, LLC



Bradley E. Gentry, LPG
Vice President/Brownfields Coordinator

Attachments: Authorization for IWM Consulting Group, LLC to Proceed



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 professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

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

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

AUTHORIZATION FOR IWM CONSULTING GROUP TO PROCEED

Proposal Date: May 20, 2021
Client: City of Lafayette Economic Development Department

Proposal Title: On Call Environmental Services Proposal
Lafayette Public Safety Building Project
625-639 Columbia Street; 21 N. 6th Street
Lafayette, Tippecanoe County, Indiana

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

(Signature)

(Typed or Printed Name)

(Title)

(Telephone Number)

(E-mail Address)

(Date)

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



ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of May, 2021.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Shelly Henriott, Vice President

T.J. Thieme, Secretary

Jim Terry

ATTEST:

Dave Moulton

Josh Loggins