



AMERICAN
STRUCTUREPOINT
INC.

9025 River Road, Suite 200 Indianapolis, Indiana 46256
TEL 317.547.5580 FAX 317.543.0270

www.structurepoint.com

CHANGE IN SERVICES AUTHORIZATION

Project No.: 2019.01460 **Date of Request:** 07/21//2021 (revised)

Project Name: Lafayette Public Safety Building **Request No.** 3

Contract Date: April 23, 2020

TO: Name: Mr. Dennis Carson

Company: City of Lafayette

Address: 20 North 6th Street

City State Zip: Lafayette, Indiana 47901

American Structurepoint, Inc., has been requested to perform the following service for the above referenced project. These service are not part of basic services or have been added to the project and require an adjustment in our fee and/or schedule. Upon receipt of your written authorization, we will proceed. Please sign this form and return it to our office.

SERVICES TO BE PROVIDED	FEE/RATE
During the Bid Package No. 2 Page turn the following requests were made of the design team:	
1. Extend the Streetscape on 7th Street to south Street a. Additional effort for Design Team	1. \$4,560
2. Irrigation is to be provided on the ground level streetscape as shown on the attached L5.01 exhibit. This request is to cover the fee for irrigation design, construction documents and construction services for the ground level irrigation. a. Additional effort for Landscape	2. \$6,000
3. Add parking spaces along Columbia Street if the Micro-retail does not get constructed. This requires the design team to carry a "base-bid" site design and an "alternate" site design to show additional parking, grading, sidewalk, landscape and utilities. a. Additional effort for Design Team	3. \$7,820

The requested change amount is.....\$ 18,380
The schedule will be changed by 0 days.

These changes shall take effect as of the latest required signature below. Except as amended by this change request, all terms and conditions of the Original Agreement shall continue in full force and effect.

Client

City of Lafayette

By: _____

Title: _____

Date: _____

Consultant

American Structurepoint, Inc.

By: Mike Hoopingarner _____

Title: Industrial/Municipal Practice Leader _____

Date: 07/21/2021 _____

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 26th day of August, 2021.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Shelly Henriott, Vice President

T.J. Thieme, Secretary

Jim Terry, Commissioner

James Foster, Commissioner

ATTEST:

Dave Moulton

Josh Loggins

ESTIMATED FEE WITH MAN-HOURS

PROJECT: Lafayette Police Station

Prepared By: JEO

Date: 7/15/2021

CLIENT: City of Lafayette

WORK TASK	Rates	Senior PM	Sr. Project Engineer	Project Engineer	Senior Tech	TOTALS	PROPOSAL
		\$250	\$190	\$150	\$105		
Civil							
Additional Hardscape Along 7th Street							
Civil Project Management			2				
Design							
Revised Grading Design			2	8			
Construction Docs							
Demolition Plan				1	4		
Site Plan				2	4		
Grading Plan				4	2		
Senior Management		2					
	Man-hours	2	4	15	10	31	
	Additional Hardscape Along 7th Street	\$500	\$760	\$2,250	\$1,050	\$4,560	\$4,560
Microretail Alternate							
Civil Project Management			4				
Design							
Alternate Grading Design				8			
Alternate Site Base Files					4		
Alternate Utility Base Files					4		
Construction Docs							
Site Plan Alternate			1	4	8		
Grading Plan Alternate			2	8	4		
Utility Plan Alternate			2	2	2		
Senior Management		2					
	Man-hours	2	9	22	22	55	
	Microretail Alternate	\$500	\$1,710	\$3,300	\$2,310	\$7,820	\$7,820



June 24, 2021 (Revised to include street-level)

Mr. Eric Lucas
MKSK
210 S. Meridian
Indianapolis, IN 46204

Re: LAFAYETTE PUBLIC SAFETY BUILDING – STREET & ROOFTOP GARDEN (Lafayette, IN)

Dear Eric,

Hines Inc is honored to partner with MKSK to provide irrigation planning and design services for “LAFAYETTE PUBLIC SAFETY BUILDING – STREET & ROOFTOP GARDEN”. It is assumed that the 12,000 square ft project site will contain approximately 5,300 square feet of irrigated plant materials (street-level + amenity deck). Our detailed scope of work and general conditions are attached for your review & approval.

FEES FOR SCOPE OF SERVICES:

<u>Design Development</u>	
Task 1: Water-Use & Infrastructure Planning/Coordination	\$1,200
<u>Construction Documents</u>	
Task 2: Irrigation Plan Design, Details & Specifications	\$4,500
<u>Construction Services</u>	
Task 3: Construction Review & Coordination	\$ 300
Total:	\$6,000

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of the scope and our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,

A handwritten signature in black ink that reads "James R. Davis". The signature is written in a cursive, flowing style.

Jim Davis,
Principal – Eastern Region



DESIGN DEVELOPMENT - WATER PLANNING SCOPE-OF-WORK

Task 1 – Water-Use & Infrastructure Planning

- Attend as many design/coordination meetings (online conference calls/video conferences) with Owner &/or design team as needed throughout the scope of design, as authorized by the client.
- Meet online with the Owner and design team to discuss the water source strategy for the project, outline water delivery to the site and discuss initial concepts for irrigation water distribution throughout the building, pumping and irrigation.
- Obtain site landscape and infrastructure information for key areas of the development.
- Obtain & review project design documents for development, landscape planting approaches and irrigation equipment preferences.
- Site irrigation Water-use Plan will be developed to estimate annual water usage from potable water. Water use information will detail the following:
 - Summary of landscape types and quantities for the project site
 - Peak season water use estimates
 - Annual & monthly water use
- Size and confirm physical locations of potable irrigation water taps for each area of development.
- Water-use Plan drawing showing proposed potable water tap and meter locations, areas to be irrigated, preliminary mainline pipe routing, isolation valve locations, pipe and wiring sleeves under hardscapes, and controller locations with electrical power drop requirements.
- Narrative to include the anticipated irrigation approach for general areas of development, primary equipment recommendations, estimated peak demand and annual water usage for the site.
- **Deliverables:** Information requests, notes, communications provided in the required format. Two (2) 10-scale Water-use Plan drawing for coordination of tap, meter, backflow and sleeve locations. Narrative summary and charts of water-use demands annually, monthly, weekly, peak-month daily & GPM.

CONSTRUCTION DOCUMENT SCOPE-OF-WORK

Task 2 - Irrigation Plan Design, Details and Specifications

- Prior to design, determine point-of-connection (POC) location, available pressure and size in coordination with the Civil or Mechanical Engineer, Landscape Architect, and Architect.
- Water & cost saving strategies will be presented to achieve reduced water use by implementing weather-based irrigation controls with system performance & management features, efficient irrigation strategies and superior system design.
- Based on coordination with the Owner & Design Team, Hines will review specification of the irrigation control system for the appropriate level of system monitoring & water conservation features commensurate with the project budget and long-term maintenance targets.

- Coordinate mainline and wire routing, controller location and power requirements with the LA, ME, and Architect as necessary.
- Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
- Design will comply with applicable City or local equipment specification and design standards.
- Coordinate with landscape architect to match soil profile, minimum soil depth requirements for on-structure planted areas.
- Detailed irrigation design will include: sprinkler layout, mainline and lateral pipe routing & sizing, drip irrigation valves and diagrammatic routing of drip laterals and remote-control valve locations, backflow prevention and controller.
- Prepare irrigation details in required format.
- Prepare irrigation specifications in CSI format.
- **Deliverables:** Two (2) 10-scale drawings of plans with details and specifications.

CONSTRUCTION SERVICES SCOPE-OF-WORK

Task 3 - Construction Services

- Participation in a pre-construction conference call/video conference to answer Contractor questions and to provide clarification to bid documents as required.
- Review of RFIs, shop drawings and material submittals; make comments, re-review and approve for construction.

Client-Provided Information

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: CAD base files and coordinated, reasonable advanced notice of submittal deadlines.

Additional Services

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fees and reimbursable expenses associated with the work.

Notes:

- Major base changes, made after 90% Construction Document submittal, resulting in significant irrigation design revisions will require additional fees.
 - This proposal assumes a total of two (2) drawing submittals:
(Water-Use Study:100% DD followed by 90% CD, 100% CD)
- If a booster pump is required, an additional fee will be necessary for Hines to provide the design and specification of pump equipment.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Client shall provide: Site and building architectural design in AutoCAD format.

- Not included in this scope-of-work:
 - As-Builts or 'Record Drawings'
 - Building architectural & structural design
 - MEP design or engineering to incorporate storage tanks into the structure or buildings
 - Design of electrical service to pump station(s), electrical design inside the pump station building or room.
 - Civil Engineering or determination of re-irrigation/storm-water capture requirements, design of harvested water production, capture, transport, or delivery systems.
 - Renovation of irrigation equipment supplying existing-to-remain landscape adjacent to the project limits of work.

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee and General Conditions (Attachment A). Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,
Hines Inc.

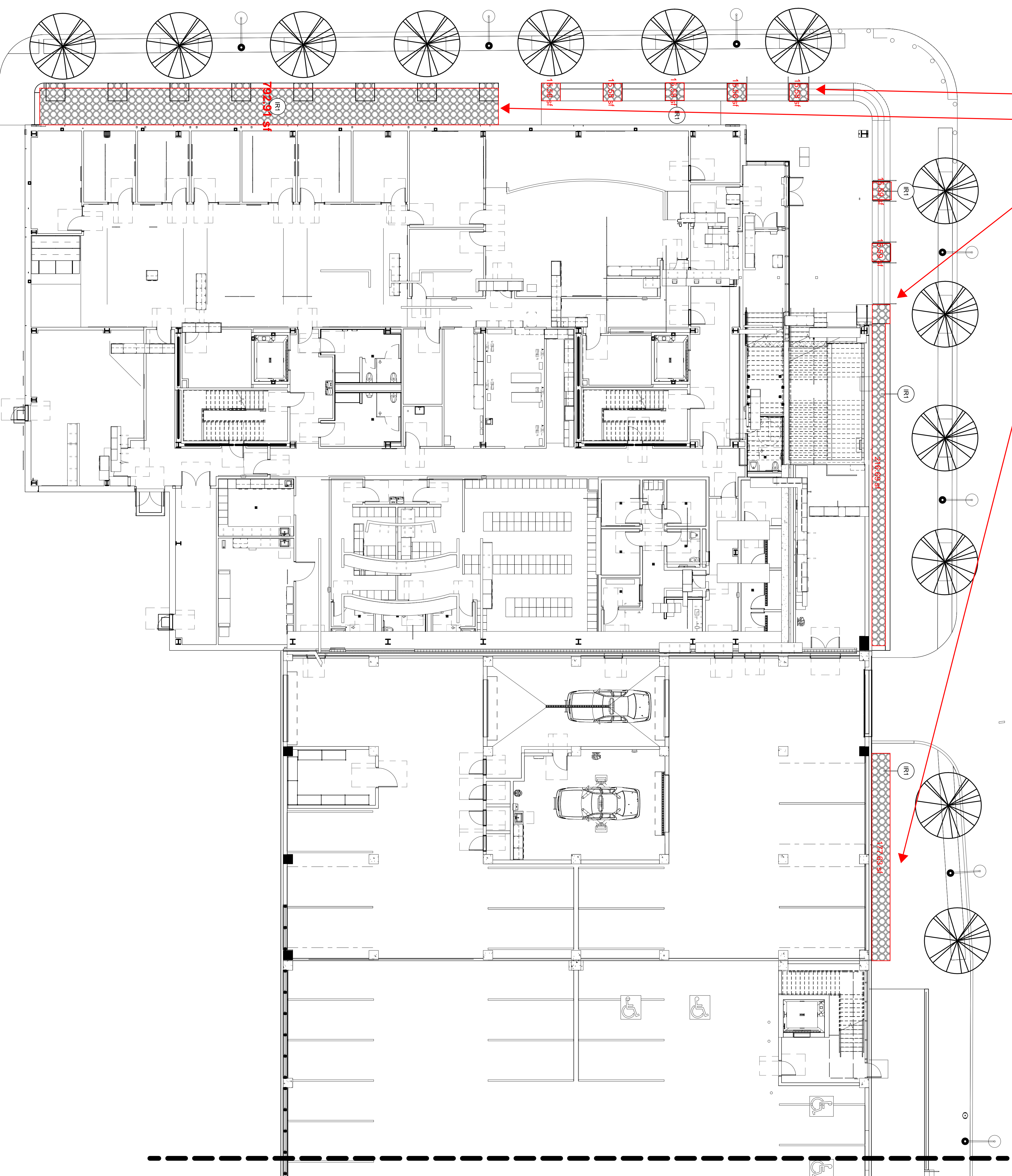
AGREED TO BY:
MKSK Representative

Jim Davis
Principal – Eastern Region

Authorized Signature

Date

Additional 1,300 sq ft



LEGEND
 IRRIGATION
 R1 DRIP IRRIGATION ZONES
 R2 SPRAY IRRIGATION ZONES
 REFER IRRIGATION DRAWINGS FOR DETAILS



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 6025 River Road, Suite 200
 Indianapolis, IN 46226
 P: 317.474.5580
 E: dmccoskey@structurepoint.com

Architects Design Group

Public Safety Architect
 2000 N. Meridian Road
 Winter Park, FL 32789
 P: 407.647.1706
 E: lichen@psa-usa.org

APPLIED ENGINEERING
 MEP Engineering
 6915 Castle Creek Parkway N Drive, Suite 300
 P: 317.610.4141
 www.applied-e-s.com

TLC Engineering Solutions
 IT/Security Engineering
 4890 W Kennedy Blvd, Suite 250
 P: 813.637.0170
 www.tlc-engineers.com

MNSK
 Landscape Architecture
 608 Columbia Street
 Lafayette, IN 47901
 E: www.mnsk.com

TIM MAAS
 Parking Consultant
 550 Township Line Road, Suite 100
 P: 484.942.0200
 E: www.timmaas.com

KETTLHUT CONSTRUCTION
 Construction Manager
 716 Sauer Parkway S
 Lafayette, IN 47905
 P: 765.447.2181
 E: www.kettlhut.com

WILHELM CONSTRUCTION
 Construction Manager
 429 North 302 Street
 Lafayette, IN 47901
 P: 317.359.5411
 E: www.fairhelm.com

LAFAYETTE PUBLIC SAFETY BUILDING
 601 COLUMBIA STREET
 LAFAYETTE, IN 47901

NOT FOR CONSTRUCTION

CERTIFIED BY

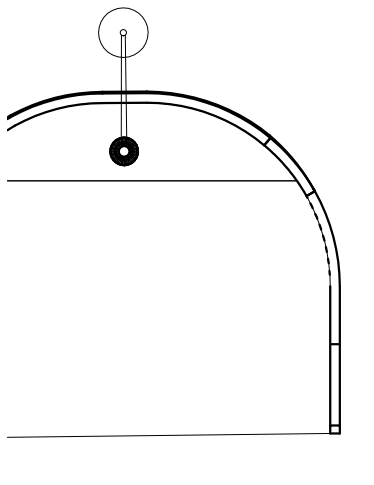
ISSUANCE INDEX
DATE: 06/29/2021
PROJECT PHASE: 50% CD REVIEW SET

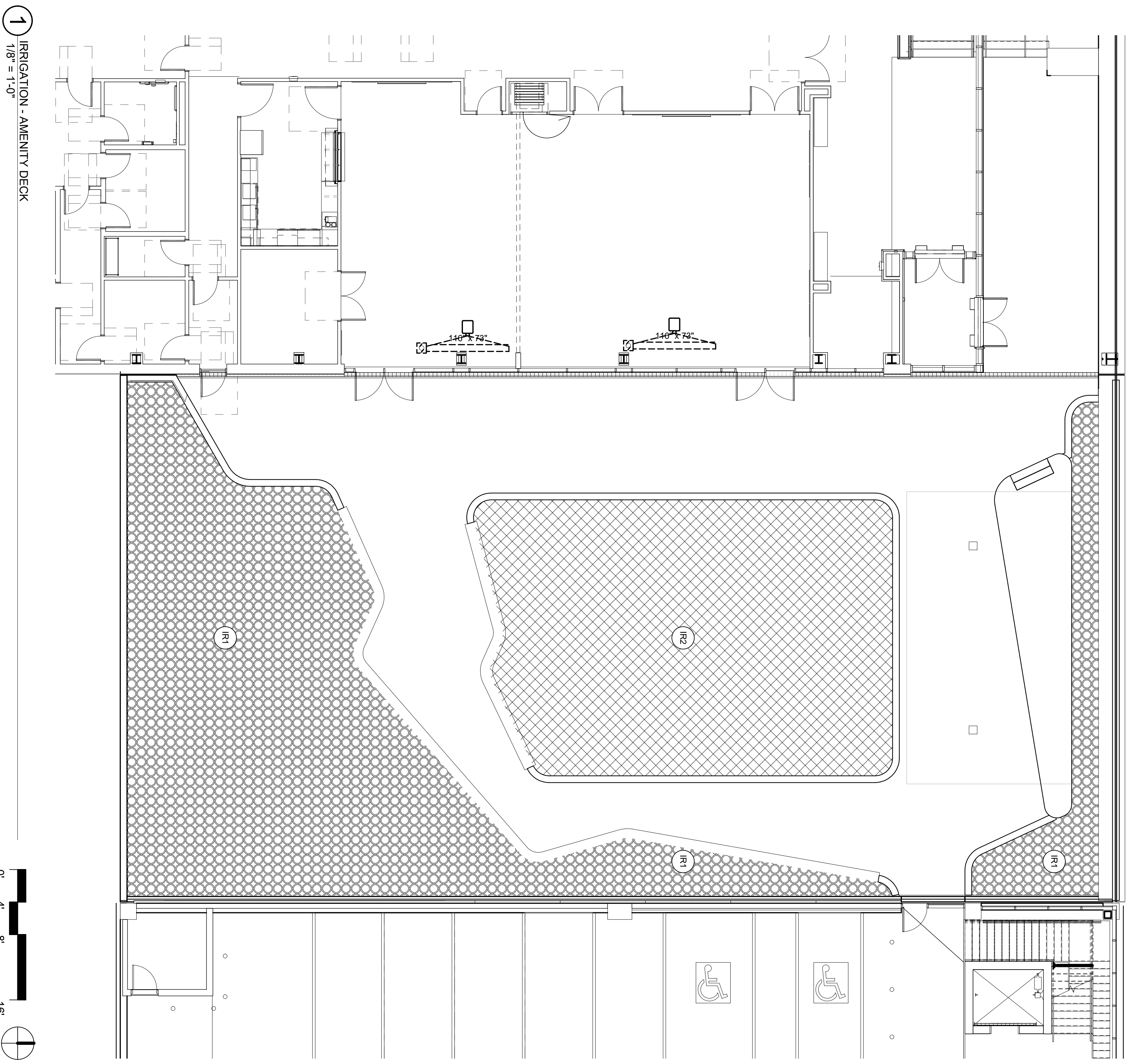
NO.	DESCRIPTION	DATE

Project Number: W20302
 IRRIGATION PLAN - WEST

L5.01

1 IRRIGATION PLAN - WEST
 1" = 10'-0"
 10'-0"
 20'-0"





LEGEND
 IRRIGATION
 R1 DRIP IRRIGATION ZONES
 R2 SPRAY IRRIGATION ZONES
 REFER IRRIGATION DRAWINGS FOR DETAILS

City of LAFAYETTE
 * IND. *

AMERICAN STRUCTUREPOINT
 NC

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 6025 River Road, Suite 200
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Architects Design Group

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 718 Summit Parkway S
 Lafayette, IN 47905
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WILHELM CONSTRUCTION
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 Lafayette, IN 47901
 P: 317.359.6411
 E: www.frankel.com

LAFAYETTE PUBLIC SAFETY BUILDING
 601 COLUMBIA STREET
 LAFAYETTE, IN 47901

NOT FOR CONSTRUCTION

CERTIFIED BY

ISSUANCE INDEX
DATE: 06/29/2021
PROJECT PHASE: 50% CD REVIEW SET

NO.	DESCRIPTION	DATE

Project Number: W20302
 AMENITY DECK - IRRIGATION

L7.60

ATTACHMENT A: GENERAL CONDITIONS

1. Contract Payment Terms – **MKSK** [hereafter referred to as The Client] accepts the following terms of payment to Hines Inc. [hereafter referred to as Hines Inc]:
 - Hines Inc Payment Terms are due in full on receipt of invoice.
 - The Client agrees that 'Pay-when-Paid' only applies when the unpaid invoice has been submitted by The Client to the Owner in a timely manner, and prompt payment of the invoice has been deliberately pursued by The Client. If these two (2) conditions have not been met, The Client agrees to pay the Hines Inc invoice on-demand after 60 days past invoice date and agrees to pay simple interest on each invoice balance at a rate of 1.5% per month.
 - If an attorney is retained to collect an overdue debt, Hines Inc will be reimbursed for all attorney fees and costs.
2. JOB SITE SAFETY – Hines Inc or its representatives are not responsible for job site safety, or for construction means, methods, techniques, or appropriateness of installation procedures undertaken by any Contractor.
3. SUBSTITUTIONS - Substitution of equipment or specified products is permitted only by written approval of the Irrigation Designer.
4. HAZARDOUS WASTE – Hines Inc is not responsible for identifying, locating, discovering, removal or remediation of any hazardous waste, known or unknown at the site; or for the consequences of any hazardous waste materials at the site, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
5. UTILITY LOCATES – Hines Inc is not responsible for determining and marking the location of any underground pipes, wires, conduits, cables, or structures such as gas lines, fiber optics, irrigation or septic systems or any other items which may exist below the surface of the ground.
6. AS-BUILT DRAWINGS - As-built drawings are required to be submitted to the Owner's Representative by the Irrigation Contractor upon completion of the installation.
7. OWNERSHIP OF INSTRUMENTS OF SERVICE - The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
8. CORPORATE PROTECTION - It is intended by The Parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wyoming corporation, and not against any of the Consultant's individual employees, officers or directors.
9. CONSEQUENTIAL DAMAGES - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.
10. INDEMNIFICATION - The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
11. LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the Project to both the Client

and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. DESIGN SCHEDULES – Hines Inc is not responsible for changes in design schedules (time extensions) due to circumstances beyond our direct control, such as flood, tornado, earthquake, or other events of nature, or due to untimely receipt of approvals, submittals, shop drawings, or critical information from others such as base drawings, soil analysis reports, and similar documents.

13. DISPUTES - This contract shall be interpreted under the laws of the State of Colorado. The initial attempt to address claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be by formal mediation. If the claims or disputes cannot be resolved by this form of contract dispute resolution, relief through the court system shall be sought. The Parties consent to the jurisdiction of the District Court for Larimer County, Colorado.

14. STANDARD OF CARE - In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

15. SUBMITTAL REVIEW - Review of submittals, shop drawings and other documentation shall be for the purpose of determining general conformance with the design expressed in the construction drawings, and not to determine the accuracy or completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment, all of which are the responsibility of the Contractor.

16. This proposal is automatically revoked if not accepted in writing within, 60 days of its date.