Tippecanoe County Board of Commissioners

Meeting
Tuesday, September 8, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, August 17, 2020

Documents:

AGENDA09082020MINUTESFROM08172020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. AREA PLAN COMMISSION- SALLIE FAHEY

Z-2801 Wallick Communities (NB to R3), Ordinance 2020-13-CM: Petitioner is requesting rezoning of 5.22 acres on the west side of Paramount Drive, just south of Lark apartments (formerly known as Campus Suites), for a proposed 60-unit, three building multi-family development known as Wabash Commons in Wabash 2 (NE) 23-5.

UZO Amendment #97 Business Park & Gateway Directory Signs, Ordinance 2020-14-CM: This amendment would amend the sign section of the UZO and would add a new category of signage: business park signs and gateway directory signs.

Addendum to Traffic Counting Contracts for work in Carroll County

Documents:

AGENDA09082020 APC REZONE WALLICK.PDF
AGENDA09082020 APC UZO AMENDMENT 97.PDF
AGENDA09082020 APCCARROLLCOTRAFFICCOUNTAGREEMENTADDENDUM.PDF

VI. HIGHWAY- STEWART KLINE

LPA Consulting Contract- Beam, Longest and Neff, LLC- Engineering Services for Tippecanoe County Bridge 527 Old US 231 over Wea Creek Replacement Project

Amendment #7- Design Services for Lindberg Road from McCormick Road to

Klondike Road

Supplemental Agreement #2- DLZ Indiana LLC- Engineering Services- Reconstruction of Morehouse Road from Sagamore Parkway to 400 feet north of Mason Dixon Dr

Utility Agreement- INDOT & Tippecanoe County with Vectren for Tippecanoe County Lindberg Road Project

Continuation Certificate- Berry IT, LLC for $5,000 for work in County right-of-way

Documents:

AGENDA09082020HIGHWAYLPACONSULTINGCONTRACT.PDF
AGENDA09082020HIGHWAYAMENDMENT7.PDF
AGENDA09082020HIGHWAYSUPPLEMENTALAGREEMENTDLZ.PDF
AGENDA09082020HIGHWAYUTILITYAGREEMENT.PDF
AGENDA09082020HIGHWAYCONTINUATIONCERTIFICATE.PDF

VII. WIC- ALICIA KEEN

Lease Agreement with Addendum

Documents:

AGENDA09082020WICLEASEAGREEMENTWITHADDENDUM.PDF

VIII. TREASURER- JENNIFER WESTON

Banking Services Agreement with First Merchants Bank

Documents:

AGENDA09082020TREASURERBANKINGSERVICESAGREEMENT.PDF

IX. GRANTS- SHARON HUTCHISON

Documents:

AGENDA09082020GRANTS.PDF

X. CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Brenneco
Denny Excavating
Shepler Construction

Documents:

AGENDA09082020CHANGEORDERFAIRGROUNDSBRENNECO.PDF
AGENDA09082020CHANGEORDERFAIRGROUNDSDENNEYEXCAVATING.PDF
AGENDA09082020CHANGEORDERFAIRGROUNDSPROJECTSHEPLERCONSTRUCTION.PDF

XI. UNFINISHED/NEW BUSINESS

XII. REPORTS ON FILE

Area IV Rural Transportation 2nd Quarter Report
Building Commission
Tippecanoe County Public Library
Weights and Measures

Documents:

AGENDA09082020AREAIVRURALTRANSPORTATION2NDQUARTERREPORT.PDF
AGENDA09082020REPORTSONFILEBUILDINGCOMMISSION.PDF
AGENDA09082020REPORTSONFILETIPCOPUBLICLIBRARY.PDF
AGENDA09082020REPORTSONFILEWEIGHTSANDMEASURES.XLSX

XIII. PUBLIC COMMENT

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, August 17, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh, and Member David S. Byers.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary Jennifer Wafford.

I. PLEDGE OF ALLEGIANCE – President Brown called the meeting to order and led the Pledge of Allegiance

II. APPROVAL OF MINUTES from Monday, August 3, 2020.

- Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.

III. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett

The claims from August 5, 2020, through August 17, 2020, were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable as presented, second by Commissioner Murtaugh. Motion carried.

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from August 7, 2020, was recommended for approval without exception.

- Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.

V. HEALTH – Amanda Balser presented:

Overdose Awareness Day is on August 30, 2020. Donna Zoss, Co-Chair of the Drug-Free Coalition of Tippecanoe County, advised that there will be an Overdose Awareness Day Event on August 30, 2020, at the Purple Shelter located at Columbian Park. The event starts at 3 pm, and everyone is invited to attend. The event will provide Naloxone Training, CPR Training, and a Time of Remembrance.

VI. HIGHWAY – Stewart Kline presented and recommended:

A. Engineering Services Agreement with American Structurepoint Inc. for CR 500 E & CR 400 S Reconstruction Project not to exceed $662,035.
   - Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

B. Warranty Deed for Bridge #32 Project Parcel 1 in the amount of $12,500 and a Temporary Highway Easement Grant for Bridge #32 Project- Parcel 1- Stephan K Lemaster in the amount of $1,700.
   - Commissioner Byers moved to approve the deed as presented, second by Commissioner Murtaugh. Motion carried.

C. Warranty Deed for Bridge #32 Project Parcel 6- Jason A & Tobi Summers in the amount of $9,500
- Commissioner Murtaugh moved to approve the deed as submitted, second by Commissioner Byers. Motion carried.

D. 3-year Construction Maintenance Bond from Rhinehart Excavating Inc. for $5,000 for work in all County right-of-way.
- Commissioner Byers moved to approve the bond as submitted, second by Commissioner Murtaugh. Motion carried.

VII. SHERIFF – Robert Goldsmith presented and recommended:

The elimination of an approved Jail Deputy position for 2021 and the creation of a Patrol Sergeant (Merit) position. The new position will help build the administration in the Jail.

Auditor Plantenga requests the Sheriff's department to submit a salary statement to the Auditor's office for the new position request.

- Commissioner Murtaugh moved to approve the position as presented, second by Commissioner Byers. Motion carried.

VIII. PROSECUTOR – Pat Harrington presented and recommended:

The approval of a Victim Assistance Specialist position for 2021. This position will be funded from the 2020-2022 VOCA Grant that was approved for acceptance in the July 6, 2020 Commissioners meeting.

- Commissioner Byers moved to approve the position as presented, second by Commissioner Murtaugh. Motion carried.

IX. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:
Health Department from the Indiana State Department of Health for the distribution of safe infant sleep resources, in conjunction with our Fetal Infant Mortality Review and Health Departments. No match from the county.
- Commissioner Byers moved to approve applying for the agreement as presented, second by Commissioner Murtaugh. Motion carried.

Permission to Accept Grants funds:

A. Health Department from the Drug-Free Coalition in the amount of $9,750 for funding for the Recovery Coach in conjunction with Gateway to Hope. No match from the county.
- Commissioner Murtaugh moved to approve accepting the grant as presented, second by Commissioner Byers. Motion carried.

B. Community Corrections from the Drug-Free Coalition in the amount of $7,800 for funding for the Recovery Coach. No match from the county.
- Commissioner Byers moved to approve accepting the grant as presented, second by Commissioner Murtaugh. Motion carried.

C. Cary Home for the Department of Corrections Juvenile Grant 2020-2021 for the standard $246,637 starting July 1, 2020, and a continuation of the previous program.
- Commissioner Murtaugh moved to approve accepting the grant as presented, second by Commissioner Byers. Motion carried.

D. Cary Home for the Juvenile Detention Alternatives Initiative (JDAI) 20-21 programming to continue offering Teen Brain Programing (Policing the Teen Brain, Teaching the Teen Brain, Understanding the Teen Brain and Juvenile Justice Jeopardy); Community Engagement and School-Based Initiatives (Tutoring, School Court, and Attendance Projects). The contract started July 1, 2020, in the amount of $66,059.

- Commissioner Byers moved to approve accepting the grant as presented, second by Commissioner Murtaugh. Motion carried.

E. **Resolution 2020-27-CM- Authorizing Application Submission OCRA Phase 1**
The Resolution authorizes the application for grant funding, in the amount of $100,000 to establish a delivery service. This service will provide supplies to quarantined individuals or those medically vulnerable during COVID-19 pandemic that are considered benefit low- and moderate-income persons.

- Commissioner Murtaugh moved to approve RES 2020-27-CM as presented, second by Commissioner Byers. Motion carried.

F. **Resolution 2020-28-CM- Authorizing Application Submission Phase 2**
The Resolution authorizes the application for grant funding in the amount of $250,000 to address local businesses that have been impacted by COVID. This grant is focused on businesses that provide services to low- and moderate-income persons.

- Commissioner Murtaugh moved to approve RES 2020-28-CM as presented, second by Commissioner Byers. Motion carried.

X. YOUTH SERVICES – Rebecca Humphrey presented and recommended:

A. MOA's with Lafayette School Corporation in the amount of $12,240, Tippecanoe School Corporation in the amount of $8,160, and West Lafayette School Corporation in the amount of $2,040, for Truancy Mediation Services.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

B. Contract with Lafayette School Corporation for an Activities Bus through JDAI grant not to exceed $8,181.76. Lafayette School Corporation will provide a bus that covers four different routes, four times per day, and will take kids who are in after school activities home. This will allow more children to participate in after school activities, such as the tutoring program. As a bonus to the bus, Tecumseh Junior High School has partnered with this program to provide these children dinner.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

C. Contract with Hope Alight, LLC, for training on Trust-Based Relational Interventions (TBRI) in the amount of $7,575. This contract covers training for Youth Services workers to learn how to work with children that have attachment and trauma issues.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

XI. UNFINISHED/NEW BUSINESS - None

XII. REPORTS ON FILE

-Clerk of the Circuit Court
-Tippecanoe County Treasurer
-Tippecanoe County Building Commission

-Low-Cost Spay Neuter Clinic

XIII. PUBLIC COMMENT

-Michael Morrison (902 S 11th St.) addressed the Commissioners on two questions. 1) The County Health Department's additional restrictions on bars and restaurants with the arrival of Purdue students, and 2) Governor Holcomb's ongoing emergency declaration and Executive orders. His major concern was how COVID-19 and the restrictions in place are affecting the small businesses in Tippecanoe County and possibly putting them out of business. He also asked the Commissioners to communicate to the Health Department on behalf of business owners and employees regarding the new restrictions and ask for them to be rescinded. He then asked the Commissioners to join the Attorney General's call for Governor Holcomb to bring the General Assembly into Special Session to deal with the ongoing COVID situation.

President Brown asked Mr. Morrison to email him all his referenced sources to review so that he can review and discuss it with Dr. Adler.

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 2/3/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

THE Area Plan Commission of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

August 20, 2020
Ref. No.: 2020-201

Tippecanoe County Commissioners
20 North Third Street
Lafayette, Indiana 47901

CERTIFICATION

RE: Z-2801 WALLICK COMMUNITIES (NB to R3):
Petitioner is requesting rezoning of 5.22 acres on the west side of Paramount Drive, just south of Lark apartments (formerly known as Campus Suites), for a proposed 60-unit, three building multi-family development known as Wabash Commons in Wabash 2 (NE) 23-5.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on August 19, 2020 the Area Plan Commission of Tippecanoe County voted 17 yes - 0 no on the motion to rezone the subject real estate from NB to R3. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Tippecanoe County Commissioners at their September 8, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

Sincerely,

Sallie Dell Fahey

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Joe Hall, Wallick Communities
Patrick Cunningham, Paramount Development Group, LLC

Z-2801
WALLICK COMMUNITIES
NB to R3

Staff Report
August 13, 2020

REQUEST MADE, PROPOSED USE, LOCATION:

Petitioner, with consent from property owner Paramount Development Group, LLC by its president, Patrick Cunningham, is requesting rezoning of 5.22 acres on the west side of Paramount Drive, just south of Lark apartments (formerly known as Campus Suites), for a proposed 60-unit, three building multi-family development known as Wabash Commons in Wabash 2 (NE) 23-5.

ZONING HISTORY AND AREA ZONING PATTERNS:

The zoning history on this part of the county is quite lengthy. The site is currently zoned NB, Neighborhood Business as is land adjacent to the south; the property to the north is zoned R3, Single, Two-family and Multi-family Residential. Originally all of these properties, located between the Cuppy-McClure regulated drain to the south and Hadley Lake to the north were zoned Flood Plain with a small elevated area zoned R1. In 1998, this small R1-zoned area was rezoned to NB (Z-1790). Sometime after that change, a Flood Plain certification was completed which drastically changed the FP boundary taking a majority of this land out of the FP and at the same time expanded the NB zone. In 2001, the 16 acres adjacent to the north were rezoned from NB to its current R3 designation.

Four acres to the southeast of the site in question has been rezoned three times (Z-1918, R1 & NB to R3; Z-2090, R3 to NB; and Z-2516, NB to R3) and is currently on this agenda as the site of Paramount Minor Subdivision (a two-lot split which will result in apartments on one of the two lots). A commercial building under construction to the south at the northwest corner of Sagamore Parkway and Paramount is the location of a signage variance on the August ABZA agenda.

While there is a plethora of zones within a mile radius of the site, only three are adjacent to the property: R3 to the north and east, NB to the south and FP to the west.

AREA LAND USE PATTERNS:

The site is currently unimproved. Half of an existing stormwater basin is located in the southwest corner of the rezone site. Although the property is composed of pieces of five separate small tracts, a multi-family subdivision is required in order to build the proposed development; this required plat will eliminate these old property lines. The nonbinding site plan (attached) shows a clubhouse and three buildings with a total of 60 low-income units (6 one-bedroom; 27 two-bedroom; and 27 three-bedroom units).

Surrounding the site in question are: Lark apartments; Lakeshore subdivision (duplexes); Lark townhomes (formerly Baywater Townhomes); and opposite the Cuppy-McClure county regulated drain, the US 52 mobile home estates.

TRAFFIC AND TRANSPORTATION:
The required 120 paved parking spaces have been shown on the submitted site plan. The site is located on Paramount Drive, classified by the adopted *Thoroughfare Plan* as a rural local road. An old proposed alignment for a connector between US 52 and I-65 was shown running through this property, but that plan has been replaced in favor of an alignment farther to the north of the site in question. CityBus has a route (21 A) that stops at the corner of Paramount and Pacific Drive which would be the driveway entrance to the proposed apartments.

ENVIRONMENTAL AND UTILITY CONSIDERATIONS:
American Suburban Utilities and Indiana-American Water serve the rezone site. Drainage approval from either Drainage Board or the County Surveyor will be necessary to complete the subdivision process.

STAFF COMMENTS:
The many R3 rezone staff reports written over the decades for this area included both recommendations of approval and denial. The negative recommendations at times were due to issues with sanitary sewer and drainage, other times staff argued for single-family developments to the north with higher densities extending to the south with commercial closest to Sagamore Parkway. These arguments are no longer valid since sewer and water are both available and land to the north already is developed with apartments.

Staff has more recently argued to limit the locations for new apartments, particularly apartments for Purdue students, to the downtown area of West Lafayette. Anecdotal evidence as well as the latest Rental Study would indicate a higher percentage of vacancies for student apartments farther away from campus. Currently, (or at least pre-Covid), it appears students prefer to live closer to both classes and city amenities than previous generations that relied heavily on their cars. The jury is still out on if the virus will change people's perceptions about living in a more densely populated environment.

Petitioner's website, however, indicates that it builds apartments for "low-income families and seniors," a demographic that could use additional choices in places to live. It is important to note that this site is located on a CityBus route. With existing multi-family developments adjacent to the north, northeast, east and a new apartment development likely to the southeast, it seems pointless to argue against an R3 rezone in this location.

STAFF RECOMMENDATION:
Approval

Z-2801

ORDINANCE NO._____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE FROM NB TO R3

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA:

Section 1: The Unified Zoning Ordinance of Tippecanoe County, Indiana, being a separate ordinance and not part of a unified county code is hereby amended to rezone the following described real estate situated in Wabash Township, Tippecanoe County, Indiana

A part of the East Half of the Northeast Quarter of Section Two, Township Twenty-three North, Range Five West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:
Commencing at the Southwest Corner of the Northeast Quarter of Section 2, Township 23 North, Range 5 West; thence North 88 degrees 38 minutes 29 seconds East along the south line of said quarter section (basis of bearing is the Paramount-Lakeshore Subdivision Phase One, Section One as per the plat thereof recorded in Plat Cabinet G, Slide 60, as document 200303024192 in the Office of the Recorder of Tippecanoe County, Indiana) 1307.57 feet to the Southwest Corner of the East Half of said quarter section; thence North 00 degrees 05 minutes 46 seconds East 1053.60 feet along the west line of said east half to the POINT OF BEGINNING of this description; thence continuing along said west line North 00 degrees 05 minutes 46 seconds East 440.22 feet to the south line of a tract of land granted to SSC Avenue North Apartments, LLC as instrument #201818000182 in said Office of the Recorder; thence South 89 degrees 56 minutes 48 seconds East 595.63 feet to the west line of Paramount Drive as described in said Paramount-Lakeshore Subdivision Phase One, Section One; The next three (3) courses are along said west line of Paramount Drive; (1) thence South 05 degrees 53 minutes 52 seconds East 252.31 feet; (2) thence along a tangent curve to the right (said curve having a radius of 170.00 feet and a chord bearing South 02 degrees 55 minutes 20 seconds East, 17.65 feet) an arc distance of 17.66 feet; (3) thence South 00 degrees 03 minutes 12 seconds West 51.84 feet; thence North 89 degrees 56 minutes 48 seconds West 501.93 feet; thence South 00 degrees 05 minutes 46 seconds West 69.48 feet; thence South 41 degrees 37 minutes 55 seconds East 122.15 feet; thence South 47 degrees 17 minutes 37 seconds West 138.53 feet; thence North 60 degrees 54 minutes 16 seconds West 3.34 feet; thence North 41 degrees 37 minutes 55 seconds West 77.58 feet; thence North 31 degrees 21 minutes 48 seconds West 88.34 feet to the point of beginning and containing 5.220 acres, more or less.

Section 2: The above-described real estate should be and the same is hereby rezoned from NB to R3.

Section 3: This ordinance shall be in full force and effect from and after its adoption.

Z-_____

(Adopted And Passed) (Denied) by the Board Of Commissioners of Tippecanoe County, Indiana, this _____ day of _____, 20___.

VOTE:

_____ _____

Tracy Brown, President

_____ _____

Thomas Murtaugh, Vice President

_____ _____

David Byers, Member

ATTEST:

_____

Robert Plantenga, Auditor

THE Area Plan Commission of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

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SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

August 20, 2020
Ref. No.: 2020-194

Tippecanoe County Commissioners
20 N. 3rd Street
Lafayette IN 47901

CERTIFICATION

RE: UZO AMENDMENT #97 BUSINESS PARK & GATEWAY DIRECTORY SIGNS:
This amendment would amend the sign section of the UZO and would add a new category of signage: business park signs and gateway directory signs. *CONTINUED FROM THE JULY APC MEETING AFTER IT WAS TABLED TO THE AUGUST 5th ORDINANCE COMMITTEE MEETING.*

Dear County Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on August 19, 2020, the Area Plan Commission of Tippecanoe County voted 17 yes - 0 no on the motion to approve the enclosed amendment to the Unified Zoning Ordinance. Therefore, the Area Plan Commission of Tippecanoe County recommends to the County Commissioners that the proposed zoning ordinance amendment be approved.

Sincerely,

Sallie Dell Fahey

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosure: Staff Report and Ordinance

ORDINANCE NO. _____
AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF
TIPPECANOE COUNTY, INDIANA, NO. 97-51-CM

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA, THAT THE UNIFIED ZONING ORDINANCE, BEING A SEPARATE ORDINANCE AND NOT PART OF A UNIFIED COUNTY CODE IS HEREBY AMENDED AS FOLLOWS:

Section 1. Add two new definitions to **UZO Section 1-10-2 WORDS AND TERMS DEFINED** as follows:

BUSINESS PARK. A commercial subdivision with internal public streets, containing more than two lots, the limits of which are created by the approved preliminary plat, with a ***gateway directory sign*** located near the main entrance from the perimeter arterial street, that advertises the businesses located on the lots within the subdivision. In addition to advertising on the ***gateway directory sign***, businesses within a business park may have no more than one ***monument sign*** equal to up to 50% of the business's total allotment of signage located on its ***sign-lot***. All other signage for businesses within the business park shall be fascia signage. A business park is not an ***integrated center***.

GATEWAY DIRECTORY SIGN. A sign located at the main entrance of a ***business park*** that advertises the businesses located within a commercial subdivision. A minimum of 25% of the sign's supporting structure shall be composed of brick, masonry, or stone. The name of the ***business park*** shall comprise at least 20% of the total sign area of the gateway directory sign. The size and height of a gateway directory sign is as described in Section 4-8 below. A gateway directory sign may only be erected within a sign easement.

Section 2. **Change UZO 4-8-5 Maximum Sign Area Per Sign-lot, By Zone** to read as follows:

The maximum total ***sign*** area for a ***sign-lot*** (except for ***building marker signs***, ***gateway signs***, ***gateway directory signs, incidental signs***, ***flags*** and ***event oriented signs*** which are exempt from this section), is calculated using the following table. It is determined for up to three ***street frontages*** along a private or public ***road*** by multiplying the appropriate ***zonal base rate*** by the ***road*** speed limit factor, the ***building setback*** factor, and the percent of permitted ***freestanding sign*** area used. A ***sign-lot's*** maximum total ***sign*** area is then the calculated sum of the ***sign*** areas for ~~all~~ up to three ***street frontages***, unless that sum falls below the ***sign area assurance*** or above the ***sign area cap*** noted on the following page. Except as indicated in 4-8-6 below regarding ***freestanding signs***, the total ***sign*** area may be applied at any location on a ***sign-lot***. See 4-8-7 below for maximum ***sign*** area for ***primary uses*** within ***integrated centers*** and for ***integrated center signs***. Notes follow on the next page. A worksheet can be found in Appendix D.

Section 3. Change **UZO 4-8-6 Number of Freestanding Signs per Sign-Lot** as follows:

	Institutional Use: Res/Rural zone	MRU NBU NB OR MR GB HB CB	I1, I2, I3
MAX. NUMBER OF FREESTANDING SIGNS	1 per ~~each road frontage~~ street frontage, up to a maximum of 2 signs which shall be separated by at least 500' of total street frontage.		

Section 4. Add two new charts as **UZO 4-8-8 (b) and (c)** to calculate the area and height of gateway directory signs as follows:

Gateway Directory Sign Area equals:

Zonal Base Rate x	Property area factor	x Road speed limit factor
40 sq.ft.	10 acres or smaller = 1.5	40mph or less = 1.5
	Over 10 acres = 2.5	45mph or more = 2.5

Gateway Directory Sign height maximum:

Sign Area	Sign Height
100 square feet or less	20'
101 to 200 square feet	25'
Over 200 square feet	30'

Minimum sign setback is no less than the sign height.

Section 5. Change the sign worksheet in **UZO Appendix D-2** as follows:

Step 1: Calculate A x B x C x D (for every frontage not to exceed three) = E

frontage not to exceed two) = E

This ordinance shall be in full force and effect from and after its passage.

(Adopted And Passed) (Denied) by the Board of Commissioners of Tippecanoe County, Indiana, this _____ day of _____, 20___.

VOTE:

_____ _____
David S. Byers, President

_____ _____
Tracy A. Brown, Vice President

_____ _____
Thomas P. Murtaugh, Member

ATTEST:

_____
Robert Plantenga, Auditor

UZO Amendment #97
BUSINESS PARK/GATEWAY DIRECTORY SIGNS

Revised Staff Report
August 13, 2020

This amendment would create a definition for a new type of development called a "business park" with limits placed on the amount and type of signage the businesses within the development could have. The amendment also creates a new type of sign called a "gateway directory sign" which is similar to an integrated center sign. Erecting a gateway directory sign near the entrance to a commercial development means the development is a business park and the signage requirements found in the definition of a business park would dictate the type and size of signs permitted for each business. The amendment also made changes to the UZO's existing signage regulations.

At last month's APC meeting, staff presented two different proposals regarding existing signage regulations: one recommended by staff and the Administrative Officers, that reduced the total amount of signage a business could have (as well as limiting a business's number of freestanding signs), and a second proposal recommended by the Ordinance Committee that did not change the current sign regulations. (Both proposals created a new type of sign called a "gateway directory sign" and created sign restrictions in a development defined as a "business park.") Instead of choosing a proposal, the Area Plan Commission voted to send the amendment back to Ordinance Committee for further discussion.

At the Ordinance Committee meeting in July a compromise amendment was discussed and approved. No changes were made to the originally proposed "gateway directory sign" or the "business park" definitions. The changes made were only to the existing signage regulations that apply to stand-alone businesses. Currently the UZO allows one freestanding sign per road frontage. A corner lot gets two freestanding signs; a business with three road frontages gets 3 freestanding signs and so on. Luckily, most business owners have not been taking advantage of this law. Instead of limiting freestanding signs to one per 2000' of road frontage (staff's original proposal); the proposal is now to allow up to two freestanding signs as long as the business has two street frontages and the signs are separated by a minimum of 500 linear feet of road frontage.

The other change would slightly lessen the amount of signage a business would be permitted. Currently, the UZO gives a bonus for businesses that have multiple street frontages. Every street the business touches gives the business additional signage. Staff attempted to change that so that only two street frontages could be counted when determining the allotment of signage allowed. The compromise position reached by Ordinance Committee and staff was to limit this to counting no more than 3 street frontages in the sign allotment calculations.

The unfortunate result of a compromise is...instead of one group being unhappy and another group being happy, no one is exactly happy and getting everything they desired. However, this proposal is fairer and is a small step towards limiting a too liberal UZO freestanding sign section. This compromise amendment has the approvals of both Lafayette and West Lafayette City Engineer's Offices as well as Ordinance Committee and APC staff.

RECOMMENDATION:
approval

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO._____ BEING THE UNIFIED ZONING ORDINANCE OF TIPPECANOE COUNTY.

Be it ordained by the (County Commissioners of Tippecanoe County, Indiana; the Common Council of the City of Lafayette, Indiana; the Common Council of the City of West Lafayette, Indiana; the Town Council of the Town of Battle Ground, Indiana; the Town Council of the Town of Dayton, Indiana; and the Town Council of Clarks Hill, Indiana), that Ordinance No._____, being the Unified Zoning Ordinance of Tippecanoe County is hereby amended as follows:

Section 1. Add two new definitions to **UZO Section 1-10-2 WORDS AND TERMS DEFINED** as follows:

BUSINESS PARK. A commercial subdivision with internal public streets, containing more than two lots, the limits of which are created by the approved preliminary plat, with a ***gateway directory sign*** located near the main entrance from the perimeter arterial street, that advertises the businesses located on the lots within the subdivision. In addition to advertising on the ***gateway directory sign***, businesses within a business park may have no more than one ***monument sign*** equal to up to 50% of the business's total allotment of signage located on its ***sign-lot***. All other signage for businesses within the business park shall be fascia signage. A business park is not an ***integrated center***.

GATEWAY DIRECTORY SIGN. A sign located at the main entrance of a ***business park*** that advertises the businesses located within a commercial subdivision. A minimum of 25% of the sign's supporting structure shall be composed of brick, masonry, or stone. The name of the ***business park*** shall comprise at least 20% of the total sign area of the gateway directory sign. The size and height of a gateway directory sign is as described in Section 4-8 below. A gateway directory sign may only be erected within a sign easement.

Section 2. **Change UZO 4-8-5 Maximum Sign Area Per Sign-lot, By Zone** to read as follows:

The maximum total ***sign*** area for a ***sign-lot*** (except for ***building marker signs***, ***gateway signs***, ***gateway directory signs, incidental signs***, ***flags*** and ***event oriented signs*** which are exempt from this section), is calculated using the following table. It is determined for up to three ***street frontages*** along a private or public ***road*** by multiplying the appropriate ***zonal base rate*** by the ***road*** speed limit factor, the ***building setback*** factor, and the percent of permitted ***freestanding sign*** area used. A ***sign-lot's*** maximum total ***sign*** area is then the calculated sum of the ***sign*** areas for ~~all~~ up to three ***street frontages***, unless that sum falls below the ***sign area assurance*** or above the ***sign area cap*** noted on the following page. Except as indicated in 4-8-6 below regarding

freestanding signs, the total ***sign*** area may be applied at any location on a ***sign-lot***. See 4-8-7 below for maximum ***sign*** area for ***primary uses*** within ***integrated centers*** and for ***integrated center signs***. Notes follow on the next page. A worksheet can be found in Appendix D.

Section 3. Change **UZO 4-8-6 Number of Freestanding Signs per Sign-Lot** as follows:

	Institutional Use: Res/Rural zone	MRU NBU NB OR MR GB HB CB	I1, I2, I3
MAX. NUMBER OF FREESTANDING SIGNS	1 per ~~each road frontage~~ street frontage, up to a maximum of 2 signs which shall be separated by at least 500' of total street frontage		

Section 4. Add two new charts as **UZO 4-8-8 (b) and (c)** to calculate the area and height of gateway directory signs as follows:

Gateway Directory Sign Area equals:

Zonal Base Rate x	Property area factor	x Road speed limit factor
40 sq.ft.	10 acres or smaller = 1.5	40mph or less = 1.5
	Over 10 acres = 2.5	45mph or more = 2.5

Gateway Directory Sign height maximum:

Sign Area	Sign Height
100 square feet or less	20'
101 to 200 square feet	25'
Over 200 square feet	30'

Minimum sign setback is no less than the sign height.

Section 5. Change the sign worksheet in **UZO Appendix D-2** as follows:

Step 1: Calculate A x B x C x D (for every frontage not to exceed three) = E

This ordinance shall be in full force and effect from and after its passage.

TIPPECANOE COUNTY

CARROLL COUNTY TRAFFIC COUNT AGREEMENT

ADDENDUM

THIS ADDENDUM, effective as of the 8th day of September 2020, is entered into by and between the **County of Tippecanoe, State of Indiana** (hereinafter referred to as the "County"), by and through its Board of Commissioners and **Brian J. Fahey** and **Robert Dunlap,** (hereinafter referred to as the "Contractors");

WHEREAS, the County and the Contractors entered into Agreements on or about April 6, 2020, for the purpose of conducting traffic counting activities in Carroll County, Indiana;

WHEREAS, said Agreements anticipated the counts being performed on or before June 30, 2020;

WHEREAS, an Executive Order by the Governor of the State of Indiana and Tippecanoe County and Carroll County emergency resolutions impeded the ability to perform all sixty-five (65) counts by June 30, 2020;

WHEREAS, the County, the Contractors, APCTC and Carroll County desire to complete the remaining 46 traffic counts.

NOW, THEREFORE, the County and the Contractors do mutually agree to extend the original Term of Agreements to end on December 31, 2020; all other terms of the Agreements remain in effect including the signed and submitted Conflict of Interest Statement.

IN WITNESS WHEREOF, the County and the Contractors have executed this Agreement as of the date first above written.

CONTRACTORS

Signature:_____ Signature:_____

Brian J. Fahey Robert Dunlap

COUNTY OF TIPPECANOE
STATE OF INDIANA

BY: _____ Date: _____
Tracy A. Brown, President
Board of Commissioners

Attest:

_____ Date: _____
Robert A. Plantenga, Auditor

DocuSign Envelope ID: C904D649-7A1E-4635-B938-132EB01DEBD2

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20_____ ("Effective Date") by and between Tippecanoe County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1902754

Project Description: Replacement of Tippecanoe County Bridge No. 527, Old US 231 over Wea Creek

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **SERVICES BY CONSULTANT**. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA**. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III **TERM**. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$431,000.00.**

SECTION V **NOTICE TO PROCEED AND SCHEDULE**. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**

   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

      i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, 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 LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

    A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

    B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

    C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250.000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

   a. United States Longshoremen & Harbor workers

   b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification**. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties**: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Stewart Kline, Executive Highway Director
Tippecanoe County Highway Department
20 North 3rd Street
Lafayette, IN 47901

Notices to the CONSULTANT shall be sent to:

James B. Longest, President
8320 Craig Street
Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements**. If this Contract is for $100,000 or more, the CONSULTANT:

i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability**. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims**. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the address shown in Section 23 above.

31. **Sub-consultant Acknowledgement**. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes**. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

DocuSigned by:
James B. Longest
B2...
Signature

James B. Longest, President
(Print or type name and title)

Attest:

DocuSigned by:
Jessica Chew
B2...
Signature

Jessica Chew
(Print or type name and title)

MONROE COUNTY BOARD OF COMMISSIONERS

Signature

Tracy A. Brown, President
(Print or type name and title)

Signature

Thomas P. Murtaugh, Vice President
(Print or type name and title)

Signature

David S. Byers, Member
(Print or type name and title)

Attest:

Signature

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APPENDIX "A"

Services to be furnished by CONSULTANT:

1. Route Survey

1.1 Perform the fieldwork as required for the route survey.

1.2 Furnish a determination of all existing right-of–way and apparent property lines and to show same on plans.

1.3 Prepare and record the route survey plat.

2. Environmental

2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services in accordance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.

2.2 The following items shall be considered a change in the scope of work and cause for a supplemental agreement:

- 2.2.1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)
- 2.2.2 Phase Ic archaeological subsurface reconnaissance
- 2.2.3 Phase II hazardous materials site investigation
- 2.2.4 Hazardous materials remediation plan
- 2.2.5 Wetland mitigation design
- 2.2.6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfront refuges
- 2.2.7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act
- 2.2.8 A formal public hearing

2.3 Prepare a Waters of the US Report for the Project.

3. Bridge Design

3.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.

3.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

3.3 Furnish properly referenced horizontal and vertical control points throughout the Project.

3.4 Furnish a determination of all required right-of-way and to show same on plans.

3.5 Perform an MEPDG Pavement Design for Rockport Road. It is assumed that one (1) pavement design will be required for the Project.

4. Soils Investigation and Report

4.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.

4.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.

5. Right-of-Way Engineering

5.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.

5.2 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.

5.3 Furnish metes and bounds legal descriptions for acquisitions required for the Project.

5.4 Provide one set of right-of-way acquisition plans.

5.5 Prepare a Plat One for the Project.

5.6 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.

5.7 Upload completed Right-of-Way Engineering packets into LRS.

6. General

6.1 Prepare applications and documents to assist the LPA in obtaining permits as required from various governmental agencies. It is anticipated that one (1) IDEM 401 Permit, one (1) USACOE 404 Permit, one (1) IDNR Permit and one (1) Rule 5 Permit will be required.

6.2 Coordinate with utilities, prepare utility reimbursement agreements (if necessary) and perform utility coordination during construction as required by INDOT on a federal aid project.

6.3 Meet with the LPA or its representatives, when requested or necessary for consultation or conference. It is anticipated that approximately two (2) client coordination meetings will be required.

6.4 Gather data, perform field inspections and document the results in an Asbestos Inspection Report.

7. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division.

8. Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

9. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans based on the current conditions.

10. If requested by the LPA, the CONSULTANT will have the CONSULTANT's project designer attend and participate in (1) a workshop with employees of the LPA, INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

11. In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

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APPENDIX "B"

Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.

2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.

3. Specifications and standard drawings applicable to the project.

4. Plans of existing structures within the project limits, if available.

5. All written views pertinent to the location and environmental studies that are received by the LPA.

6. Available data from the transportation planning process, including traffic assignments and projections.

7. Utility plans available to the LPA covering utility facilities, the location of signals and underground conduits throughout the affected areas.

8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.

9. All legal services as may be required for the development of the Project.

10. Provide access, at no expense to the CONSULTANT, to LPA'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.

11. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

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APPENDIX "C"

Schedule:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

1. The services by the CONSULTANT shall be completed within 1,095 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies and pending acquisition of proposed right-of-way.

2. The CONSULTANT will keep the tracings until a time four months prior to a scheduled letting.

3. Construction Changes

   a. Questions, clarifications, or corrections requested by LPA Construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time from the CONSULTANT's receipt of LPA's request.

   b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of LPA's notice to proceed.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed $431,000.00, (Sections A.1, A.2, A.3, A.4, A.5, A.6 and A.7 - $421,000.00, Section A.8, A.9 and A.10 - $10,000.00), unless a supplement is executed by the parties which increases the maximum amount payable.

2. The CONSULTANT shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

a.	Survey	$ 42,500.00
b.	Utility Survey	$ 2,900.00
c.	Categorical Exclusion	$ 30,200.00
d.	Waters of the US Report	$ 9,000.00
e.	Bridge Design and Plans	$206,600.00
f.	MEPDG Pavement Design	$ 8,100.00

The CONSULTANT shall not be paid for any service performed by LPA or not required to develop this project.

3. Amount of Payment (Geotechnical Services)

A. The CONSULTANT shall receive as payment for the work performed under this contract related to Geotechnical Services based on the specific cost per unit multiplied by the actual units of work performed.

1. Geotechnical boring and sampling, as set out herein, will be paid for in accordance with Attachment D-1.
2. The amount of $39,673.57 is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Item 4 of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed $43,600.00 unless and until a supplemental agreement is executed.

4. Compensate the CONSULTANT for the Services under Appendix "A", Item 5 (Right-of-Way Engineering and Services), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

Item	Cost
Right-of-Way Engineering	
Abstracting	
-20 year Residential Title Search (3 Reports)	$ 405.00 per report
-20 year Commercial Title Search (1 Report)	$ 455.00 per report
-20 year Agricultural Title Search (0 Reports)	$ 455.00 per report
-Title Updates (4 Reports)	$ 180.00 per report
R/W Plans (4 Parcels)	$ 540.00 per parcel
Legal Descriptions (9 Descriptions)	$1,080.00 per description
Parcel Plats (4 Parcels)	$ 820.00 per parcel
R/W Staking (4 Parcels)	$ 895.00 per parcel
Plat One (1 each)	$1,400.00
Upload to LRS (4 Parcels)	$ 150.00 per parcel

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately twenty three thousand two hundred dollars ($23,200.00) will be required to complete Right-of-Way Engineering. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

5. For the services required in accordance with Section A.6 of Appendix "A", funding will be encumbered in an amount not to exceed $54,900.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

6. If services are required in accordance with Sections A.8, A.9 and A.10 of Appendix "A", funding will be encumbered in an amount not to exceed

$10,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

   Stewart Kline, Executive Highway Director
   Tippecanoe County Highway Department
   20 North 3rd Street
   Lafayette, IN 47901

   The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

   If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

2. LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", except Sections A.6, A.8, A.9 and A.10, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

   a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

   b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.

3. LPA, for and in consideration of the rendering of the engineering services provided for in Sections A.6, A.8, A.9 and A.10 of Appendix "A", agrees to pay the CONSULTANT in the following manner:

a. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee, PLUS a provisional overhead rate acceptable to LPA's Division of Accounting and Control, PLUS profit, PLUS direct non-salary costs as approved by LPA. Profit will only be applied to direct salary and wages plus applicable overhead.

Each employee's reimbursable direct charge rate will be limited to $71.21/hour. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.; however, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current LPA policy on travel reimbursement. Profit shall equal 15.0 percent of the direct salary and wages PLUS overhead expenses attributable to this contract. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from LPA's Division of Accounting and Control, except that LPA shall adjust this rate at the time of final payment to a rate representative of actual payroll burden and general overhead costs as determined by audit and approved by LPA. The overhead rate shall be determined by LPA's Division of Accounting and Control in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

b. Payment shall be made monthly to the CONSULTANT upon submission to LPA of an invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the project during the month, number of hours worked on the project, and the hourly rate. No allowance shall be made for overtime premium wages unless authorized in advance by LPA.

c. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within five percent (5%) of the maximum amount payable, all work shall

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cease and the status will be evaluated. The work will not resume until an adjusted maximum amount payable has been determined and a supplement executed to cover the increased cost.

INDOT Approved Fee Schedule 2020

Des. No.: 1902754
Project: Bridge Replacement
Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek
County: Tippecanoe
CTL Proposal No.: 20050109INDP

Item	Description	Quantity	Unit	Unit Price	Total
	GEOTECHNICAL FIELD				
1.	Mobilization and Field Coordination				
	a. SPT Rig	1	ea	$284.00	$ 284.00
	b. CPT		ea	475.00	-
	c. Mileage	128	mi	3.70	473.60
2.	Truck mounted borings with split spoon sampling				
	a. Standard		ft	20.00	-
	b. Night time		ft	23.60	-
3.	Truck mounted borings with drilling fluid				
	a. Standard		ft	22.00	-
	b. Night time		ft	26.00	-
4.	Truck mounted core drilling				
	a. Standard		ft	41.00	-
	b. Night time		ft	48.40	-
5.	Truck mounted borings				
	a. Truck mounted borings through bedrock or boulders or concrete pavement				
	i. Standard		ft	41.00	-
	ii. Night time		ft	48.40	-
	b. Bridge deck coring and restoration				
	i. Standard	1	ea	368.00	368.00
	ii. Night time		ea	434.00	-
6.	Cone penetrometer testing				
	a. Set up				
	i. Standard		ea	84.00	-
	ii. Night time		ea	99.00	-
	b. Subsurface profiling				
	i. Standard		ft	13.00	-
	ii. Night time		ft	15.00	-
	c. Profiling with pore pressure measurement				
	i. Piezometric Saturation				
	a. Standard		ea	98.00	-
	b. Night time		ea	115.00	-
	ii . Penetration				
	a. Standard		ft	15.25	-
	b. Night time		ft	18.00	-
	iii. Pore water dissipation test				
	a. Standard		hr	200.00	-

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Item Description	Quantity	Unit	Unit Price	Total
b. Night time		hr	235.00	-
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	79.00	-
b. Night time		ea	93.00	-
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	17.00	-
ii. Night time		ft	20.00	-
e. Sample				
i. Standard		ea	26.00	-
ii. Night time		ea	30.00	-
7. Hand or truck soundings				
a. Standard		ft	13.25	-
b. Night time		ft	15.50	-
8. Hand auger drilling				
a. Standard		ft	13.75	-
b. Night time		ft	16.25	-
9. Skid mounted borings with split spoon sampling				
a. Standard	360	ft	32.00	11,520.00
b. Night time		ft	37.75	-
10. Skid mounted borings using drilling fluid				
a. Standard		ft	33.50	-
b. Night time		ft	39.50	-
11. Skid mounted core drilling				
a. Standard		ft	46.00	-
b. Night time		ft	54.00	-
12. Skid mounted boring through bedrock or boulders				
a. Standard		ft	48.00	-
b. Night time		ft	56.00	-
13. Skid mounted soundings				
a. Standard		ft	19.00	-
b. Night time		ft	22.00	-
14. Skid Mounted Cone Penetrometer Testing (CPT)				
a. Set up				
i. Standard		ea	121.00	-
ii. Night time		ea	143.00	-
b. Subsurface profiling				
i. Standard		ft	18.75	-
ii. Night time		ft	22.00	-

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Item Description	Quantity	Unit	Unit Price	Total
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	116.00	-
b. Night time		ea	137.00	-
ii. Penetration				
a. Standard		ft	22.00	-
b. Night time		ft	26.00	-
iii. Pore Water Dissipation Test				
a. Standard		hr	231.00	-
b. Night time		hr	273.00	-
iv. Hydraulic Conductivity and Consolidation				
a. Standard		ea	89.00	-
b. Night time		ea	105.00	-
d. Profiling with Shearwave Velocity Measurement				-
i. Standard		ft	26.25	
ii. Night time		ft	31.00	-
e. Sample				
i. Standard		ea	34.00	-
ii. Night time		ea	40.00	-
15. Furnishing of a boat		Actual Cost		-
16. Barge set-up expenses				
a. Navigable water				
i. Barge set-up		ea	6,300.00	-
ii. Rental of support equipment and/or boat		Actual Cost		-
iii. Drill rig down time		hr	157.00	-
b. Non-navigable water barge set-up		ea	5,250.00	-
17. Additional disassembly and reassembly				
a. Navigable water		ea	2,200.00	-
b. Non-navigable water		ea	2,000.00	-
18. Barge mounted borings with split spoon sampling		ft	35.00	-
19. Barge mounted core drilling		ft	48.00	-
20. Barge mounted boring through bedrock or boulders		ft	48.00	-
21. Barge mounted soundings		ft	21.00	-
22. Casing through water		ft	9.00	-
23. Uncased sounding through water		ft	6.00	-
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	6	ea	74.00	444.00
b. Rock core borings		ea	126.00	-

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Item	Description	Quantity	Unit	Unit Price	Total
25.	Additional 2-in. split spoon sampling		ea	22.00	-
26.	3-in. split spoon samples		ea	24.00	-
27.	3-in. Shelby tube samples	3	ea	66.00	198.00
28.	Bag samples				
	a. 25-lb sample	1	ea	54.00	54.00
	b. 5-lb sample	4	ea	35.00	140.00
29.	Field vane shear test				
	a. Standard		ea	121.00	-
	b. Night time		ea	143.00	-
30.	4½-in. cased hole		ft	13.00	-
31.	Installation of Geotechnical Instruments				
	a. Inclinometer casing installation				
	i. Standard		ft	16.00	-
	ii. Night time		ft	19.00	-
	b. Piezometer installation up to 25 ft below surface		ea	284.00	-
	c. Piezometer installation deeper than 25 ft below surface		ea	315.00	-
	d. Metal protective outer cover for inclinometer and piezometer casings		ea	132.00	-
32.	Railroad expenses		Actual Cost		-
33.	Twenty-four hour water levels				
	a. Field measurements per borehole				
	i. Standard	9	ea	40.00	360.00
	ii. Night time		ea	48.00	-
	b. PVC slotted pipe		ft	6.50	-
34.	Special borehole backfilling				
	a. 0 to 30 ft				
	i. SPT				
	a. Standard	9	ea	150.00	1,350.00
	b. Night time		ea	175.00	-
	ii. CPT				
	a. Standard		ea	49.00	-
	b. Night time		ea	57.00	-
	b. More than 30 ft				
	i. SPT				
	a. Standard		ft	7.00	-
	b. Night time		ft	8.25	-
	ii. CPT				

INDOT Approved Fee Schedule 2020

Des. No.: 1902754
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County: Tippecanoe
CTL Proposal No.: 20050109INDP

Item	Description	Quantity	Unit	Unit Price	Total
	a. Standard		ft	2.00	-
	b. Night time		ft	2.40	-
	c. Pavement restoration				
	i. Standard	6	ea	65.00	390.00
	ii. Night time		ea	75.00	-
35.	Equipment Rental		Actual Cost		-
36.	Traffic control				
	a. Flag crew		day	800.00	-
	b. Equipment Rental and Professional traffic Control Services		Actual Cost		-
	c. Flag crew with equipment	7	day	950.00	6,650.00
37.	Centerline surveying		Actual Cost		-
38.	Percolation Test				
	a. Granular Soils (A-1, A-2, A-3)		ea	2,000.00	-
	b. Cohesive Soils (A-4, A-5, A-6, A-7)		ea	3,000.00	-
	Subtotal (Geotechnical Field)			**$**	**22,231.60**
	GEOTECHNICAL LABORATORY				
39.	Sieve analysis for soils	12	ea	52.00 $	624.00
40.	Hydrometer analysis	8	ea	61.00	488.00
41.	Sieve analysis for Aggregates				
	a. Analysis by Washing (AASHTO T-11)		ea	81.50	-
	b. Analysis by Using (AASHTO T-27)		ea	142.00	-
42.	Liquid limit	8	ea	41.00	328.00
43.	Plastic limit & plasticity index	8	ea	30.00	240.00
44.	Liquid Limit Ratio		ea	79.00	-
45.	pH test	12	ea	16.50	198.00
46.	Loss on Ignition Test				
	a. Loss on Ignition Test (Conventional)	10	ea	26.00	260.00
	b. Loss on Ignition Test (Sequential)		ea	55.00	-
	c. Organic content based on Colorimeter		ea	26.00	-
47	Topsoil Tests				
	a. Phosphorus tests	4	ea	23.00	92.00
	b. Potassium tests	4	ea	23.00	92.00
48	Moisture Content Test				
	a. Moisture Content Test (Conventional)	120	ea	7.25	870.00
	b. Moisture Content Test (Microwave)		ea	9.00	-
49	Expansion Index of Soils		ea	247.00	-
50	Specific Gravity Test	1	ea	38.00	38.00

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Item	Description	Quantity	Unit	Unit Price	Total
51	Unit weight determination		ea	19.00	-
52	Hydraulic Conductivity Test				
	a. Constant Head		ea	247.00	-
	b. Falling Head		ea	300.00	-
53	Unconfined Compression Test on soils & Rocks				
	a. Unconfined Compression Test (Soils)	6	ea	50.00	300.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/ stabilization (3 samples is equal to 1 unit)		ea	125.00	-
	c. Point Load Strength Index of Rock		ea	55.00	-
54	Compressive Strength and Elastic Moduli of Intact Rock				
	a. Compressive Strength of Intact Rock		ea	120.00	-
	b. Elastic Moduli of Intact Rock		ea	452.00	-
55	Consolidation Test		ea	500.00	-
56	Triaxial test				
	a. Unconsolidated - Undrained (UU)		ea	375.00	-
	b. Consolidated - Undrained (CU)		ea	550.00	-
	c. Consolidated - Drained (CD)		ea	775.00	-
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	260.00	-
57	Direct Shear Test		ea	575.00	-
58	Moisture-Density Relationship Test				
	a. Standard Proctor	1	ea	150.00	150.00
	b. Modified Proctor		ea	165.00	-
59	Soil Support Testing				
	a. Subgrade Resilient Modulus on remolded soils	1	ea	660.00	660.00
	b. Resilient modulus on Shelby tube		ea	420.00	-
60	Collapse Potential Evaluation Test				
	a. Cohesive or Expansive Soils		ea	500.00	-
61	Water Soluble Sulfate Test	1	ea	110.00	110.00
62	Water Soluble Chloride Test		ea	110.00	-
63	Soil Resistivity Test		ea	150.00	-
64	Shale Durability Tests				
	a. Slake Durability Index Test		ea	140.00	-
	b. Jar Slake Test		ea	15.00	-
	Subtotal (Geotechnical Laboratory)			**$**	**4,450.00**
	CONSTRUCTION INSPECTION AND MONITORING				
74	Pressuremeter Testing services		day	1,800.00	-

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Item	Description	Quantity	Unit	Unit Price	Total
75	Mobilization of testing equipment		LS	200.00	-
77	Integrity testing		Actual Cost		-
79	Dynamic pile analysis		ea	1,100.00	-
81	Dynamic pile load test		Actual Cost		-
82	CAPWAP-C analysis		ea	600.00	-
	Subtotal (Construction Inspection and Monitoring)				$ -
	PAVEMENT INVESTIGATION				
88.	Mobilization of coring equipment		LS	225.00	-
89.	Mobilization mileage for coring equipment		mi	2.00	-
90.	Pavement core (partial depth)		ea	140.00	-
91.	Pavement core (full depth)				
	a. Standard	3	ea	215.00	645.00
	b. Night time		ea	255.00	-
92.	Sub-base sample		ea	66.00	-
93.	Cement concrete pavement core density determination		ea	36.00	-
94.	Cement concrete core compressive strength test		ea	35.00	-
95.	Bituminous extraction test		ea	90.00	-
96.	Sieve analysis of extracted aggregate test		ea	61.00	-
97.	Recovery of asphalt from solution by Abson method		ea	378.00	-
98.	Theoretical maximum specific gravity test		ea	80.00	-
99	Bulk specific gravity test		ea	35.00	-
100.	Air voids calculation		ea	31.00	-
101.	Core report for partial depth core	3	ea	65.00	195.00
	Subtotal (Pavement Investigation)				**$ 840.00**

ENGINEERING

Classification	Hours	Unit Rate	Total
Department/Project Manager			
Project management	1	$203.69	203.69
Report review	2	$203.69	407.38
Project Engineer			-
Field Check	8	147.86	1,182.88
Reporting	16	147.86	2,365.76
Design Engineer			
Settlement analysis	6	119.71	718.26

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Item	Description	Quantity	Unit	Unit Price	Total
	Slope stability analysis		6	119.71	718.26
	Deep foundation analysis		12	119.71	1,436.52
	Wave Equation analysis		4	119.71	478.84
	MSE Wall analysis, if needed		16	119.71	1,915.36
Field Manager					
	Coordination with property owners		4	126.89	507.56
	Coordination with utilities		4	126.89	507.56
Staff Engineer I					
	Boring log preparation		6	86.99	521.94
	Soil profile		4	86.99	347.96
Subtotal (Engineering)					**$ 11,311.97**

Summary of Fees

Geotechnical Field	**$ 22,231.60**
Geotechnical Laboratory	**$ 4,450.00**
Construction Inspection and Monitoring	**$ 840.00**
Pavement Investigation	**$ 840.00**
Engineering	**$ 11,311.97**
Estimated Total Fee	**$ 39,673.57**

STRAND ASSOCIATES®

Strand Associates, Inc.®
629 Washington Street
Columbus, IN 47201
(P) 812-372-9911
(F) 812-372-7190

August 26, 2020

RECEIVED AUG 3 1 2020

Tippecanoe County Commissioners
20 North Third Street
Lafayette, Indiana 47901

Attention: Mr. Stewart Kline, P.E.

Re: Amendment No. 7 to the April 23, 2007, Agreement for Design Services
Lindberg Road from McCormick Road to Klondike Road

This is Amendment No. 7 to the referenced Agreement.

Under **Compensation**, CHANGE $436,900 to "$444,400," and REPLACE the Design Engineering table in its entirety with the following:

Design Engineering	
Topographic Survey	$ 30,000
Road Design	$170,000
Plan Modification	$ 33,000
Categorical Exclusion Level 4	$ 55,000
Storm Sewer Redesign	$ 22,000
Typical Section Redesign	$ 26,000
Submit Permit Extensions	$ 11,500
Update Drawings and Submit Second Tracings	$ 15,000
Update Categorical Exclusion Level 4	$ 15,900
	$378,400

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M Bunker 8/26/2020

Joseph M. Bunker Date
Corporate Secretary

OWNER:

TIPPECANOE COUNTY COMMISSIONERS

Tracy Brown Date
President

Thomas Murtaugh Date
Vice President

David Byers Date
Member

JLB:ppp\R:\COL\Documents\Agreements\T\Tippecanoe County\Lindberg Rd from McCormick Rd to Klondike Rd.2007\Agr\Amd\4976.002.7.docx

SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement is made and entered into effective as of _____ ___, 2020 by and between **Tippecanoe County Board of Commissioners**, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and **DLZ Indiana, LLC** ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. No.: 1401280

Project Description: **Reconstruction of Morehouse Road from Sagamore Parkway to 400 feet north of Mason Dixon Drive in Tippecanoe County, Indiana.**

WITNESSETH

WHEREAS, the LPA entered into an Engineering Agreement on December 19, 2016 and Supplemental Agreement No. 1 on July 1, 2019 with the CONSULTANT for Engineering Services and Documents in relation to the above described project and

WHEREAS, the LPA desires the CONSULTANT to provide additional services for:

1. Right of Way Engineering and APA's.

WHEREAS, in order to finalize assigned work and provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Revise SECTIONS a.1 & a.2 of APPENDIX "D" as follows:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a Total Fee Not to Exceed of ~~$914,690.00~~ **$1,005,090.00,** unless a modification of agreement for the amended dollar amount is approved in writing by the LPA.

2. The CONSULTANT will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule:

	Description	Amount
	DESIGN ENGINEERING SERVICES (LUMP SUM)	
PHASE 1		
A	Topographic Survey	$51,600.00
B	Location Control Route Survey Plat	$12,400.00
C	Traffic Data Collection	$3,500.00
D	Roundabout Concepts and Capacity Analysis	$9,500.00
E	Wetland Delineation (if required)	$3,600.00
F	Red Flag Investigation (Environmental)	$6,900.00
G	Engineer's Report (Including approximately 10% Plans)	$60,000.00
	SUBTOTAL – PHASE 1	**$147,500.00**
PHASE 2		
A	Project Management	$22,000.00
B	Road Design and Plans	$245,000.00
C	Maintenance of Traffic Design	$29,300.00
D	Roundabout Design	$64,000.00
E	Archaeological Survey and Report *	$6,810.00
F	Section 106 Qualified Historian Services *	$11,800.00
G	Cemetery Development Plan (if required)	$12,000.00
H	Waters Report	$7,200.00
I	Geotechnical Investigation*	$24,750.00
J	Pavement Design	$6,100.00
K	Pavement Life Cycle Cost Analysis (LCCA)	$5,600.00
L	Lighting Design (Morehouse Road & CR 350 North Roundabout intersection~~s~~ only)	$13,100.00
M	Proprietary Material Documentation for Lighting	$2,500.00
N	Drainage Detention Design	$20,000.00
N1	Discharge Reduction Study	$8,000.00
O	Environmental Study for Categorical Exclusion (Level 2)	$33,600.00
P	Permit: Rule 5 Erosion Control Report and NOI Letter	$8,100.00
Q	Permit: USACOE 404	$4,100.00
R	Permit: IDEM 401	$4,100.00
S	~~Permit: IDNR Construction in a Floodway (if required)~~ **NOT USED**	
T	Public Information Meeting or Public Hearing	$9,600.00
U	Utility Coordination	$20,000.00
V	Bid Phase	$2,500.00
W	Pre-Construction Meeting	$1,500.00
X	**Two Contract Packages (If Required)**	$18,000.00
	SUBTOTAL – PHASE 2	**$579,660.00**

DESIGN ENGINEERING TOTAL (LUMP SUM)	**$727,160.00**

RIGHT OF WAY ENGINEERING (PER PARCEL FEE)		
A	Right-of-Way Engineering (Permanent ~~31~~ **36** @$2,550.00/parcel)	~~$79,050.00~~ **$91,800.00**
B	Right-of-Way Engineering (Temporary Only, ~~11~~ **34** @ $1,800.00/parcel)	~~$19,800.00~~ **$61,200.00**
C	Right-of-Way Staking – Two Times (~~41~~ **70** @$500.00/parcel)	~~$41,000.00~~ **$70,000.00**
T&E's (fees include copies)*		
D	Residential (27 @$340/parcel)	$9,180.00
E	Commercial / Agriculture (7 @$500/parcel)	$3,500.00
F	Apartment Complex (2 @$950/parcel)	$1,900.00
G	Home Owner's Association (3 @$550/parcel)	$1,650.00
H	Church / Cemetery (2 @$600/parcel)	$1,200.00
I	Appraisal Problem Analysis (~~41~~ ***70*** @$250.00 EA)	~~$10,250.00~~ **$17,500.00**
RIGHT OF WAY ENGINEERING SUBTOTAL		~~$167,530.00~~ **$257,930.00**
CONSTRUCTION PHASE DESIGNER SERVICES (HOURLY)		
A	Construction Phase Services, Shop Drawing Review & Utility Coordination during Construction & Construction Phase Office Services (hourly rate)	$20,000.00
	Total Fee (Not to Exceed)	~~$914,690.00~~ **$1,005,090.00**

*These services will be performed by a Subconsultant. The CONSULTANT shall receive as payment the actual cost incurred by the CONSULTANT plus an administrative fee in an amount not to exceed 10% of the amount of the Subconsultant's invoice, but not exceed the final amount shown in the table above unless authorized by the LPA in writing.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 3**. The basis for payment includes the direct salary and wages of each employee, PLUS a provisional overhead rate of **159.00%** ~~157.44%~~ PLUS a 10.80% profit, PLUS the cost of money at **1.99%** ~~1.52%,~~ PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

This contact amendment increases the current contract fee of $914,690.00 by $90,400.00 to $1,005,090.00. Except as herein modified, changed and supplemented, all terms of the original engineering agreement dated December 19, 2016 and Supplemental Agreement No. 1 on July 1, 2019 shall continue in full force and effect.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
DLZ Indiana, LLC

Gary K. Fisk, P.E.
Vice President

Attest:

Haseeb A. Ghumman, P.E., P.T.O.E.
Department Manager

LOCAL PUBLIC AGENCY
Tippecanoe County Board of Commissioners

Tracy Brown
President

Thomas Murtaugh
Vice President

David Byers
Member

Attest:

Bob Plantenga
Tippecanoe County Auditor

EXHIBIT 3
HOURLY BILLING RATES

Activity Code	CLASSIFICATION	2020 AVERAGE HOURLY LABOR RATE	2020 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @ 159.00%	2020 AVERAGE HOURLY LABOR RATE + OH	2020 AVERAGE HOURLY LABOR RATE x PROFIT @ 10.80%	2020 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @ 1.99%	2020 HOURLY BILLING RATE thru 6/30/2021	PROPOSED 2021 HOURLY BILLING RATE thru 6/30/2022 3%	PROPOSED 2022 HOURLY BILLING RATE thru 6/30/2023 3%	PROPOSED 2023HOURLY BILLING RATE thru 6/30/2024 3%	PROPOSED 2024 HOURLY BILLING RATE thru 6/30/2025 3%	PROPOSEDD 2025 HOURLY BILLING RATE thru 6/30/2026 3%	PROPOSED 2026 HOURLY BILLING RATE thru 6/30/2027 3%
1A	Principal / Officer / **	$ 91.07	$ 144.80	$ 235.86	$ 25.47	$ 1.81	$ 200.94	$ 206.97	$ 213.18	$ 219.58	$ 226.16	$ 232.95	$ 239.94
49D	Director **	$ 72.47	$ 115.23	$ 187.71	$ 20.27	$ 1.44	$ 200.94	$ 206.97	$ 213.18	$ 219.58	$ 226.16	$ 232.95	$ 239.94
B01	Principal Architect **	$ 76.68	$ 121.93	$ 198.61	$ 21.45	$ 1.53	$ 200.94	$ 206.97	$ 213.18	$ 219.58	$ 226.16	$ 232.95	$ 239.94
49	Division Manager	$ 68.68	$ 109.20	$ 177.88	$ 19.21	$ 1.37	$ 198.46	$ 204.42	$ 210.55	$ 216.86	$ 223.37	$ 230.07	$ 236.97
50	Department Manager	$ 60.64	$ 96.41	$ 157.05	$ 16.96	$ 1.21	$ 175.21	$ 180.47	$ 185.88	$ 191.46	$ 197.21	$ 203.12	$ 209.22
21	Project Manager I / II / III / Sr / Group Mngr	$ 53.68	$ 85.35	$ 139.03	$ 15.02	$ 1.07	$ 155.11	$ 159.77	$ 164.56	$ 169.50	$ 174.58	$ 179.82	$ 185.22
145B	Senior Resident Engineer **	$ 80.05	$ 127.28	$ 207.33	$ 22.39	$ 1.59	$ 200.94	$ 206.97	$ 213.18	$ 219.58	$ 226.16	$ 232.95	$ 239.94
145A	Resident Project Engineer	$ 57.08	$ 90.75	$ 147.82	$ 15.97	$ 1.14	$ 164.93	$ 169.87	$ 174.97	$ 180.22	$ 185.62	$ 191.19	$ 196.93
568	Architect VI	$ 51.50	$ 81.89	$ 133.39	$ 14.41	$ 1.02	$ 148.82	$ 153.28	$ 157.88	$ 162.61	$ 167.49	$ 172.52	$ 177.69
564	Architect IV	$ 46.53	$ 73.99	$ 120.52	$ 13.02	$ 0.93	$ 134.46	$ 138.50	$ 142.65	$ 146.93	$ 151.34	$ 155.88	$ 160.56
58	Architect III	$ 36.86	$ 58.60	$ 95.46	$ 10.31	$ 0.73	$ 106.50	$ 109.70	$ 112.99	$ 116.38	$ 119.87	$ 123.47	$ 127.17
570	Architectural Associate II	$ 34.96	$ 55.59	$ 90.55	$ 9.78	$ 0.70	$ 101.03	$ 104.06	$ 107.18	$ 110.40	$ 113.71	$ 117.12	$ 120.63
569	Architectural Associate I	$ 27.17	$ 43.20	$ 70.37	$ 7.60	$ 0.54	$ 78.51	$ 80.87	$ 83.29	$ 85.79	$ 88.36	$ 91.02	$ 93.75
227	Landscape Arch./Planner III	$ 42.65	$ 67.81	$ 110.46	$ 11.93	$ 0.85	$ 123.24	$ 126.94	$ 130.75	$ 134.67	$ 138.71	$ 142.87	$ 147.16
488	Landscape Architect IV	$ 36.05	$ 57.32	$ 93.37	$ 10.08	$ 0.72	$ 104.17	$ 107.30	$ 110.51	$ 113.83	$ 117.25	$ 120.76	$ 124.39
483	Landscape Architect I	$ 26.60	$ 42.29	$ 68.89	$ 7.44	$ 0.53	$ 76.86	$ 79.17	$ 81.54	$ 83.99	$ 86.51	$ 89.11	$ 91.78
557	Structural Engineer VI	$ 60.76	$ 96.60	$ 157.36	$ 16.99	$ 1.21	$ 175.56	$ 180.83	$ 186.25	$ 191.84	$ 197.59	$ 203.52	$ 209.63
559	Structural Engineer V	$ 58.75	$ 93.41	$ 152.16	$ 16.43	$ 1.17	$ 169.77	$ 174.86	$ 180.10	$ 185.51	$ 191.07	$ 196.80	$ 202.71
558	Structural Engineer IV	$ 52.38	$ 83.28	$ 135.66	$ 14.65	$ 1.04	$ 151.36	$ 155.90	$ 160.58	$ 165.39	$ 170.36	$ 175.47	$ 180.73
553	Structural Engineer III	$ 39.85	$ 63.36	$ 103.21	$ 11.15	$ 0.79	$ 115.15	$ 118.61	$ 122.16	$ 125.83	$ 129.60	$ 133.49	$ 137.50
552	Structural Engineer II	$ 36.55	$ 58.11	$ 94.66	$ 10.22	$ 0.73	$ 105.62	$ 108.78	$ 112.05	$ 115.41	$ 118.87	$ 122.44	$ 126.11
551	Structural Engineer I	$ 30.18	$ 47.98	$ 78.15	$ 8.44	$ 0.60	$ 87.19	$ 89.81	$ 92.50	$ 95.28	$ 98.14	$ 101.08	$ 104.11
313E	Civil Engineer VI	$ 48.85	$ 77.67	$ 126.52	$ 13.66	$ 0.97	$ 141.16	$ 145.39	$ 149.75	$ 154.25	$ 158.87	$ 163.64	$ 168.55
313D	Civil Engineer V	$ 55.15	$ 87.69	$ 142.84	$ 15.43	$ 1.10	$ 159.36	$ 164.14	$ 169.07	$ 174.14	$ 179.36	$ 184.74	$ 190.29
313C	Civil Engineer IV	$ 50.33	$ 80.03	$ 130.37	$ 14.08	$ 1.00	$ 145.45	$ 149.81	$ 154.31	$ 158.93	$ 163.70	$ 168.61	$ 173.67
313A	Civil Engineer III	$ 41.01	$ 65.20	$ 106.20	$ 11.47	$ 0.82	$ 118.49	$ 122.04	$ 125.71	$ 129.48	$ 133.36	$ 137.36	$ 141.48
313B	Civil Engineer II	$ 35.14	$ 55.87	$ 91.00	$ 9.83	$ 0.70	$ 101.53	$ 104.58	$ 107.72	$ 110.95	$ 114.28	$ 117.70	$ 121.24
313	Civil Engineer I	$ 29.60	$ 47.07	$ 76.67	$ 8.28	$ 0.59	$ 85.54	$ 88.11	$ 90.75	$ 93.48	$ 96.28	$ 99.17	$ 102.14
298A	Geotechnical Laboratory Supervisor	$ 35.10	$ 55.81	$ 90.91	$ 9.82	$ 0.70	$ 101.43	$ 104.47	$ 107.60	$ 110.83	$ 114.16	$ 117.58	$ 121.11
345	Geotechnical Engineer IV	$ 52.57	$ 83.59	$ 136.16	$ 14.70	$ 1.05	$ 151.91	$ 156.46	$ 161.16	$ 165.99	$ 170.97	$ 176.10	$ 181.39
344	Geotechnical Engineer III	$ 36.95	$ 58.75	$ 95.70	$ 10.34	$ 0.74	$ 106.77	$ 109.97	$ 113.27	$ 116.67	$ 120.17	$ 123.78	$ 127.49
343	Geotechnical Engineer II	$ 36.05	$ 57.32	$ 93.37	$ 10.08	$ 0.72	$ 104.17	$ 107.30	$ 110.51	$ 113.83	$ 117.25	$ 120.76	$ 124.39
342	Geotechnical Engineer I	$ 28.87	$ 45.90	$ 74.76	$ 8.07	$ 0.57	$ 83.41	$ 85.92	$ 88.49	$ 91.15	$ 93.88	$ 96.70	$ 99.60
GIS	GIS Specialist	$ 30.10	$ 47.86	$ 77.96	$ 8.42	$ 0.60	$ 86.98	$ 89.59	$ 92.27	$ 95.04	$ 97.89	$ 100.83	$ 103.86
214	Surveyor V	$ 45.85	$ 72.90	$ 118.75	$ 12.83	$ 0.91	$ 132.49	$ 136.46	$ 140.56	$ 144.77	$ 149.12	$ 153.59	$ 158.20
218	Surveyor III	$ 37.73	$ 59.99	$ 97.72	$ 10.55	$ 0.75	$ 109.03	$ 112.30	$ 115.67	$ 119.13	$ 122.71	$ 126.39	$ 130.18
31	Surveyor	$ 37.40	$ 59.47	$ 96.87	$ 10.46	$ 0.74	$ 108.07	$ 111.31	$ 114.65	$ 118.09	$ 121.64	$ 125.28	$ 129.04
4	Survey Coordinator	$ 43.25	$ 68.77	$ 112.02	$ 12.10	$ 0.86	$ 124.98	$ 128.73	$ 132.59	$ 136.56	$ 140.66	$ 144.88	$ 149.23
94	Survey/Mapping Assistant	$ 27.75	$ 44.12	$ 71.87	$ 7.76	$ 0.55	$ 80.19	$ 82.59	$ 85.07	$ 87.62	$ 90.25	$ 92.96	$ 95.75
127	Party Chief / Foreman / Journeyman	$ 39.39	$ 62.63	$ 102.02	$ 11.02	$ 0.78	$ 113.82	$ 117.24	$ 120.75	$ 124.38	$ 128.11	$ 131.95	$ 135.91
248	Instrument Person	$ 32.78	$ 52.13	$ 84.91	$ 9.17	$ 0.65	$ 94.73	$ 97.57	$ 100.50	$ 103.52	$ 106.62	$ 109.82	$ 113.11
13	Rodman / Survey Apprentice Trainee 1	$ 26.33	$ 41.87	$ 68.20	$ 7.37	$ 0.52	$ 76.09	$ 78.38	$ 80.73	$ 83.15	$ 85.64	$ 88.21	$ 90.86
14	Right of Way Coordinator	$ 39.62	$ 63.00	$ 102.62	$ 11.08	$ 0.79	$ 114.49	$ 117.92	$ 121.46	$ 125.10	$ 128.86	$ 132.72	$ 136.70
231	Right of Way Specialist	$ 52.15	$ 82.92	$ 135.07	$ 14.59	$ 1.04	$ 150.69	$ 155.21	$ 159.87	$ 164.67	$ 169.61	$ 174.70	$ 179.94
232	Utility Coordinator	$ 36.30	$ 57.72	$ 94.02	$ 10.15	$ 0.72	$ 104.89	$ 108.04	$ 111.28	$ 114.62	$ 118.06	$ 121.60	$ 125.25
138	Environmental Geo/Scientist IV	$ 45.23	$ 71.91	$ 117.13	$ 12.65	$ 0.90	$ 130.68	$ 134.60	$ 138.64	$ 142.80	$ 147.08	$ 151.50	$ 156.04
135	Environmental/ Environ. Geo Scientist III	$ 35.02	$ 55.68	$ 90.69	$ 9.79	$ 0.70	$ 101.18	$ 104.22	$ 107.35	$ 110.57	$ 113.88	$ 117.30	$ 120.82
222	Environmental Scientist / Engineer II	$ 41.46	$ 65.91	$ 107.37	$ 11.60	$ 0.82	$ 119.79	$ 123.38	$ 127.08	$ 130.90	$ 134.82	$ 138.87	$ 143.03
266/221/137	Environ Sci/ Environ.Sci. I / Environ. Geo Scientist I	$ 25.92	$ 41.20	$ 67.12	$ 7.25	$ 0.52	$ 74.88	$ 77.13	$ 79.44	$ 81.83	$ 84.28	$ 86.81	$ 89.42
168	Drilling Geologist II	$ 21.48	$ 34.15	$ 55.62	$ 6.01	$ 0.43	$ 62.05	$ 63.92	$ 65.83	$ 67.81	$ 69.84	$ 71.94	$ 74.10
165	Drilling Geologist I	$ 18.38	$ 29.22	$ 47.59	$ 5.14	$ 0.37	$ 53.10	$ 54.69	$ 56.33	$ 58.02	$ 59.76	$ 61.55	$ 63.40
8601	Driller I	$ 26.75	$ 42.53	$ 69.28	$ 7.48	$ 0.53	$ 77.30	$ 79.62	$ 82.00	$ 84.46	$ 87.00	$ 89.61	$ 92.30
8609	Driller II	$ 32.35	$ 51.44	$ 83.79	$ 9.05	$ 0.64	$ 93.48	$ 96.28	$ 99.17	$ 102.15	$ 105.21	$ 108.37	$ 111.62
8602	Drillers Helper I	$ 18.67	$ 29.68	$ 48.35	$ 5.22	$ 0.37	$ 53.94	$ 55.56	$ 57.22	$ 58.94	$ 60.71	$ 62.53	$ 64.41
160	Union Driller	$ 49.47	$ 78.66	$ 128.13	$ 13.84	$ 0.98	$ 142.95	$ 147.24	$ 151.66	$ 156.20	$ 160.89	$ 165.72	$ 170.69
170	Field Geotechnician II	$ 19.21	$ 30.55	$ 49.76	$ 5.37	$ 0.38	$ 55.52	$ 57.18	$ 58.90	$ 60.66	$ 62.48	$ 64.36	$ 66.29
169	Field Geotechnician I	$ 15.78	$ 25.08	$ 40.86	$ 4.41	$ 0.31	$ 45.58	$ 46.95	$ 48.36	$ 49.81	$ 51.30	$ 52.84	$ 54.43
349	Mechanical Engineer IV	$ 53.70	$ 85.38	$ 139.08	$ 15.02	$ 1.07	$ 155.17	$ 159.83	$ 164.62	$ 169.56	$ 174.65	$ 179.89	$ 185.28
326	Mechanical Engineer III	$ 48.14	$ 76.55	$ 124.69	$ 13.47	$ 0.96	$ 139.12	$ 143.29	$ 147.59	$ 152.02	$ 156.58	$ 161.27	$ 166.11
327	Mechanical Engineer II	$ 35.33	$ 56.18	$ 91.51	$ 9.88	$ 0.70	$ 102.10	$ 105.16	$ 108.32	$ 111.57	$ 114.91	$ 118.36	$ 121.91
337	Mechanical Engineer I	$ 30.55	$ 48.57	$ 79.12	$ 8.55	$ 0.61	$ 88.28	$ 90.93	$ 93.65	$ 96.46	$ 99.36	$ 102.34	$ 105.41
330	Electrical Engineer Specialist	$ 50.00	$ 79.50	$ 129.50	$ 13.99	$ 1.00	$ 144.48	$ 148.82	$ 153.28	$ 157.88	$ 162.61	$ 167.49	$ 172.52
341	Electrical Engineer VI	$ 58.80	$ 93.49	$ 152.29	$ 16.45	$ 1.17	$ 169.91	$ 175.01	$ 180.26	$ 185.66	$ 191.23	$ 196.97	$ 202.88
322	Electrical Engineer III	$ 51.10	$ 81.25	$ 132.35	$ 14.29	$ 1.02	$ 147.66	$ 152.09	$ 156.65	$ 161.35	$ 166.19	$ 171.18	$ 176.31
338	Electrical Engineer II	$ 35.83	$ 56.96	$ 92.79	$ 10.02	$ 0.71	$ 103.52	$ 106.63	$ 109.83	$ 113.12	$ 116.51	$ 120.01	$ 123.61
126	Construction Observer Mgr / Op Lv E/F	$ 38.31	$ 60.92	$ 99.23	$ 10.72	$ 0.76	$ 110.71	$ 114.03	$ 117.45	$ 120.97	$ 124.60	$ 128.34	$ 132.19
152	Construction Observer / Op Lv C/D	$ 27.89	$ 44.34	$ 72.23	$ 7.80	$ 0.55	$ 80.58	$ 83.00	$ 85.49	$ 88.05	$ 90.69	$ 93.41	$ 96.22
473	Designer III	$ 38.98	$ 61.97	$ 100.95	$ 10.90	$ 0.78	$ 112.62	$ 116.00	$ 119.48	$ 123.07	$ 126.76	$ 130.56	$ 134.48
472	Designer II	$ 32.60	$ 51.83	$ 84.43	$ 9.12	$ 0.65	$ 94.20	$ 97.03	$ 99.94	$ 102.94	$ 106.02	$ 109.21	$ 112.48
28	Designer I	$ 29.67	$ 47.17	$ 76.84	$ 8.30	$ 0.59	$ 85.73	$ 88.30	$ 90.95	$ 93.67	$ 96.48	$ 99.38	$ 102.36
299	Industrial Laser Technician	$ 36.70	$ 58.35	$ 95.05	$ 10.27	$ 0.73	$ 106.05	$ 109.23	$ 112.51	$ 115.88	$ 119.36	$ 122.94	$ 126.63
9929	Lab Technician I	$ 18.00	$ 28.62	$ 46.62	$ 5.03	$ 0.36	$ 52.01	$ 53.57	$ 55.18	$ 56.84	$ 58.54	$ 60.30	$ 62.11
544	Technician IV	$ 24.00	$ 38.16	$ 62.16	$ 6.71	$ 0.48	$ 69.35	$ 71.43	$ 73.57	$ 75.78	$ 78.06	$ 80.40	$ 82.81
543	Technician III	$ 25.64	$ 40.76	$ 66.40	$ 7.17	$ 0.51	$ 74.08	$ 76.31	$ 78.59	$ 80.95	$ 83.38	$ 85.88	$ 88.46
542	Technician II	$ 23.99	$ 38.15	$ 62.14	$ 6.71	$ 0.48	$ 69.33	$ 71.41	$ 73.55	$ 75.76	$ 78.03	$ 80.37	$ 82.78
29	Technician I	$ 19.35	$ 30.77	$ 50.12	$ 5.41	$ 0.39	$ 55.91	$ 57.59	$ 59.32	$ 61.10	$ 62.93	$ 64.82	$ 66.76
430	Office Services Coordinator	$ 31.14	$ 49.51	$ 80.65	$ 8.71	$ 0.62	$ 89.98	$ 92.68	$ 95.46	$ 98.33	$ 101.28	$ 104.31	$ 107.44
023	Software Developer	$ 41.25	$ 65.59	$ 106.84	$ 11.54	$ 0.82	$ 119.20	$ 122.77	$ 126.46	$ 130.25	$ 134.16	$ 138.18	$ 142.33
43	Clerical I/II / Receptionist / Clerk / Adm Assist	$ 22.03	$ 35.02	$ 57.05	$ 6.16	$ 0.44	$ 63.65	$ 65.56	$ 67.52	$ 69.55	$ 71.63	$ 73.78	$ 76.00
06	College Interns	$ 17.39	$ 27.65	$ 45.05	$ 4.87	$ 0.35	$ 50.26	$ 51.77	$ 53.32	$ 54.92	$ 56.57	$ 58.26	$ 60.01
139	Planner V	$ 55.35	$ 88.01	$ 143.36	$ 15.48	$ 1.10	$ 159.94	$ 164.74	$ 169.68	$ 174.77	$ 180.01	$ 185.41	$ 190.98
55	Safety Coordinator	$ 29.70	$ 47.22	$ 76.92	$ 8.31	$ 0.59	$ 85.82	$ 88.40	$ 91.05	$ 93.78	$ 96.59	$ 99.49	$ 102.48
A3	Apprentice	$ 28.18	$ 44.80	$ 72.97	$ 7.88	$ 0.56	$ 81.42	$ 83.86	$ 86.37	$ 88.96	$ 91.63	$ 94.38	$ 97.21
A4	Survey Apprentice Trainee 1	$ 14.00	$ 22.26	$ 36.26	$ 3.92	$ 0.28	$ 40.45	$ 41.67	$ 42.92	$ 44.21	$ 45.53	$ 46.90	$ 48.31

October 2019
Standard Agreement
Work by Utility
INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT

Agreement Amount: $917.563.50 Des No: 1173627

Agreement Type: Standard (LPA) Project No: 1173627

Work Description: Road Reconstruction Road: Lindberg Road

including storm sewer and appurtenances County: Tippecanoe

This Agreement, made and entered into, by and between (include full entity name and address)

Vectren

1 N. Main Street

Evansville, IN 47711

(hereinafter referred to as the Utility,) and Tippecanoe County, State of Indiana, acting by and through its appropriate elected officials, hereinafter called the "LPA".

WITNESSETH:

WHEREAS, LPA desires to improve Lindberg Road as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, LPA has determined the Utility to be eligible for reimbursement; and

WHEREAS, the State of Indiana, through the Indiana Department of Transportation (INDOT) will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is in the best interest of the Utility and LPA for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows:

SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

☐With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

☐By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

SECTION 2 – WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by LPA or until a satisfactory starting date has been established with the LPA.

SECTION 3 – SUBORDINATION OF RIGHTS

[Check the following that applies]

☐The existing facilities are located on public right-of-way.

☐The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the LPA in the highway right-of-way by executing a subordination Agreement.

SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by LPA.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform LPA as soon as practical upon discovery. The Utility shall also notify LPA of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

Tippecanoe County Highway Department
20 North Third Street
1st Floor; Attn: Stewart Kline
Lafayette, IN 47901

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION 5 – PAYMENTS

All payments shall be made by LPA in arrears in conformance with State fiscal policies and procedures and by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the LPA. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as otherwise agreed by the parties in writing.

Except as otherwise provided in this agreement, the LPA shall reimburse the Utility for the actual cost of the above work performed by it which is estimated to be Five Hundred Forty Nine Thousand Two Hundred Seventy Eight dollars and ninety cents (549,278.90). The Utility shall be responsible for the actual cost of the above work performed by it to improve and upgrade facilities which is estimated to be Three Hundred Sixty Eight Thousand Two Hundred Eighty Four Thousand dollars and sixty cents (368,284.60).

SECTION 5 (A) – STANDARD PAYMENT METHOD

LPA shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the LPA. The LPA shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the LPA, the LPA will reimburse the Utility for its actual expenses. If the LPA does not agree with the amount invoiced by the Utility, the LPA will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the LPA's authorized representative.

Making a partial payment shall not abrogate the LPA's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

SECTION 5 (B) – LUMP SUM PAYMENT METHOD

The Utility may elect to petition LPA for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

LPA may make payment by lump sum if the total cost for relocation does not exceed $100,000.00. Lump sum payments in excess of $100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The LPA shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit "B" shall be reimbursed.

SECTION 6 – COST INCREASES

An invoice that increases the total invoiced project cost above the amount shown in Exhibit "B" shall not be approved until LPA has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met LPA may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by LPA exceeds the amount shown in Exhibit "B" by more than 10%.

LPA shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 7 – FINAL BILL

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by LPA to support such invoice.

SECTION 8 – RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of LPA, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's work, the LPA may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with LPA's resolution of the final audit. If additional money is due the Utility, LPA shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by LPA. If the audit resolution shows that the Utility has been overpaid, LPA shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay LPA within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, LPA may offset such amount against claims that the Utility has against LPA.

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the LPA has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Indiana Department of Transportation or the LPA.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – PENALTIES / INTEREST / ATTORNEY'S FEES

LPA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

(1) The UTILITY and any principals of the UTILITY certify that

(A) The UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of

(i) IC 24-4.7 [Telephone Solicitation of Consumers],

(ii) IC 24-5-12 [Telephone Solicitations], or

(iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) The UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:

(A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) Will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 – CONFLICT OF INTEREST

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing the Contract;
2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State of Indiana Ethics Commission.

B. LPA may cancel this Contract without recourse by UTILITY if any interested party is an employee of the State of Indiana.

C. LPA will not exercise its right of cancellation under section B above if the UTILITY gives LPA an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of LPA employees. LPA may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

D. UTILITY has an affirmative obligation under this Contract to disclose to LPA when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of $25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the LPA of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of

drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the LPA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the LPA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 – NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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 this Contract.

B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

SECTION 21 - APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the LPA or an authorized representative, as to form and legality.

SECTION 22 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 24 - BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410

----------Remainder of Page Intentionally Left Blank----------

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

_____
(Utility Name)

_____ _____
(Signature of Officer) Date

_____
(Officer's Name, Printed or typed)

_____
(Officer's Position)

FOR:
Tippecanoe County Commissioners

BY:

Tracy A. Brown, President	Date
Thomas P. Murtaugh, Vice President	Date
David S. Byers, Member	Date

TRAVELERS

Travelers Casualty and Surety Company

CONTINUATION CERTIFICATE
FIDELITY OR SURETY BONDS/POLICIES

License No. _____

In consideration of **$100.00** dollars renewal premium, the term of Bond/Policy No. **106497465** in the amount of **$5,000.00**, issued on behalf of **Berry IT, LLC**, whose address is **4316 N 00EW, Kokomo, IN 46901**, in favor of **Board of Commissioners of the County of Tippecanoe in the State of Indiana**, whose address is **20 N. 3rd St., Lafayette, IN 47901**, in connection with **work in the right of way** is hereby extended to **06/08/2021**, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated **08/17/2020**

Travelers Casualty and Surety Company

By: Donna Hoyt

Donna Hoyt, Attorney-in-Fact

F-58-M (2/95)

The above **Continuation Certificate (Berry IT, LLC.)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor

Provided as a member service by the INDIANA ASSOCIATION OF REALTORS®, INC.

COMMERCIAL-INDUSTRIAL LEASE
FOR SINGLE TENANT PROPERTY

For use only by members of the Indiana Association of REALTORS®

A. PARTIES: Brad & Barbara Neihouser ("Landlord") agrees to lease to The Board of Commissioners of Tippecanoe County ("Tenant") and Tenant agrees to lease from Landlord the following property for the consideration and subject to the following:

B. LEASED PREMISES: The Leased Premises is commonly known as 324 N 25th Street, in Township, Tippecanoe County, Lafayette, Indiana, 47904 including the building, containing approximately 5,423 square feet and all other improvements located on the property and all easements and appurtenances thereto, which property is legally described or illustrated in ***Exhibit A*** and attached hereto and made a part hereof ("Leased Premises").

C. TERM AND RENEWALS: The initial term of this Lease is for 36 ☑ **(months)** ☐ **(years)** beginning on the 1st day of October, 2020 and shall continue until midnight on the 30th day of September 2023. Provided Tenant is not in default, Tenant shall have _____ options to renew this Lease, each for a period of _____. To exercise a renewal option, Tenant shall give written notice to Landlord at least _____ prior to the expiration of the term. If Tenant fails to exercise any renewal option on or before such date, such option and all succeeding options shall no longer exist. All of the terms and conditions of this Lease shall apply during the renewal periods, except that the rent shall be adjusted as provided below.

D. RENT:

1. **Initial Rent:** During the initial term, Tenant shall pay as minimum rent for the Leased Premises the sum of $ n/a U.S. Dollars per year, payable in advance in equal monthly installments of $ 4519.17 U.S. Dollars per month (prorated for any partial month at the beginning or end of the Lease term), commencing on the 1st day of October, 2020 and on the 1st day of each calendar month thereafter.
2. **Rent Adjustments - Initial Term (if applicable):** Monthly Rent for Year 2 shall be $4564.36. Monthly Rent for Year 3 shall be $4610.00.
3. **Rent Adjustments - Renewal Periods (if applicable):**
   a. **First Renewal Period:**
   b. **Subsequent Renewal Period(s):**

All rent shall be paid without notice or demand and without relief from valuation or appraisement laws to Landlord at the address set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time.

E. LATE CHARGE: Tenant shall pay a late charge of 5.00 % of the monthly rent immediately upon demand if any payment is more than five (5) days late.

F. DEPOSITS: Tenant has paid to Landlord, upon execution of this Lease, the sum of $ 4519.17 U.S. Dollars as advanced rent for the month(s) of n/a and $ n/a U.S. Dollars as security for the performance of Tenant's obligations. In the event of a default by Tenant, Landlord at its option may apply any part of the security deposit as may be necessary to cure the default, and if Landlord does so, Tenant shall upon demand reimburse Landlord an amount such that Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon the termination of this Lease, (provided Tenant is not in default) Landlord shall refund to Tenant any remaining balance of the security deposit without interest. **G. ACCEPTANCE OF LEASED PREMISES:** Tenant has examined the Leased Premises before signing this Lease and is satisfied, except as to the following alterations, improvements, repairs, decorating and cleaning to be performed by Landlord: N/a

Subject to the foregoing, Tenant's taking possession shall be conclusive evidence as against Tenant that the Leased Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, improve,

_____ (office use only)

Copyright IAR 2020

repair, decorate or clean the Leased Premises or any part, and no representation respecting the condition of the Leased Premises or the building, has been made by Landlord to Tenant, except as set forth herein.

H. **USE OF LEASED PREMISES:** The Leased Premises are to be used by Tenant for the following purposes: WIC Office for Tippecanoe County _____ and for no other purposes without the prior written consent of Landlord. Tenant shall not use the Leased Premises (or fail to maintain them) in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including, but not limited to zoning ordinances and Environmental Laws as hereinafter defined, nor will Tenant maintain or permit any nuisance to occur on the Leased Premises. Tenant covenants and agrees that Tenant will use, maintain and occupy the Leased Premises in a careful, safe and proper manner, and will not commit waste.

I. **REAL ESTATE TAXES:** Regardless of the assessment and payment dates, real estate taxes shall be deemed for purposes of this Lease to accrue ratably during the calendar year in which such taxes are due and payable. In the event a portion of such year is not within the term of this Lease, such taxes shall be prorated as of the commencement or expiration date of the term hereof as the case may be. The real estate taxes for the Leased Premises shall be paid: **[Check the applicable paragraph number below]**

☐ 1. By Tenant, to Landlord in full when due in May and November.

☐ 2. By Tenant, to Landlord monthly in 1/12 installments of the annual tax estimated by Landlord and adjusted annually based on the actual taxes.

☑ 3. By Landlord, in full when due in May and November.

☐ 4. Other: _____

Personal property taxes assessed with respect to Tenant's business personal property shall be paid solely by Tenant.

J. **INSURANCE AND INDEMNIFICATION:**

1. **PROPERTY INSURANCE:** During the Term, ☐ **(Tenant)** ☑ **(Landlord)** shall maintain with respect to the building, including all Tenant improvements, a policy or policies of Special Form (formerly known as "all risks") Property insurance coverage (including boiler and machinery coverage, and any other endorsements required by any mortgagee of the Leased Premises) in an amount equal to: ☑ **(full replacement cost)** ☐ **(maximum insurable value)** ☐ **($ _____)**. The property insurance need not include flood or earthquake insurance unless such coverage is required by applicable law or by any mortgagee. Such insurance shall include insurance (in favor of Landlord) against abatement or loss of rent, in an amount at least equal to annual rent. Insurance premiums for the Leased Premises shall be paid as follows: **[Check the appropriate paragraph letter below]**

☐ a. By Tenant, to the insurer in full when due.

☐ b. By Tenant, to Landlord in full when due ☐ **(annually)** ☐ **(quarterly)** ☐ **(semiannually).**

☐ c. By Tenant, to Landlord monthly in 1/12 increments of the annual cost.

☑ d. By Landlord, in full when due.

☐ e. Other: _____

2. **TENANT'S PROPERTY AND FIXTURES:** Tenant assumes the risk of damage to any furniture, equipment, machinery, goods, supplies or fixtures which are or remain the property of Tenant or as to which Tenant retains the right of removal from the Leased Premises, except that Tenant's assumption of such risks shall not extend to any damage caused by the negligence of Landlord or anyone acting by, through, or under Landlord if such risk is not insurable (or is insured but within the deductible amount) under such comprehensive fire and casualty personal property insurance policy as Tenant may maintain with respect to such property.

3. **TENANT'S PUBLIC LIABILITY INSURANCE:** Tenant shall, at its own cost and expense, keep and maintain in full force during the Lease term, as policy or policies of comprehensive commercial general liability insurance on an occurrence basis, insuring Tenant's activities in or about the Leased Premises against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Leased Premises during the Lease term, with $ 1,000,000.00 U.S. Dollars Million in combined single limit coverage. Landlord, its successors, assigns and any mortgagee shall be named as additional insureds under each policy maintained by Tenant. Tenant also shall maintain worker's compensation coverage to the extent required by law.

4. **INDEMNIFICATION OF LANDLORD:** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liability, penalties, losses, damages, costs and expenses, attorney fees, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any accident or other occurrence during the Lease term, or otherwise resulting from Tenant's occupancy, use of or operations in the Leased Premises; provided, however, that Tenant shall not be required to indemnify Landlord for any damage or injury of any kind arising solely as the result of Landlord's negligence or willful act or that of its agents, officers, employees and contractors.

5. **WAIVER OF SUBROGATION:** Any policy of property insurance maintained by either party shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for damage or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the damage or loss covered thereby. Notwithstanding anything to the contrary contained in this provision or

_____(office use only)

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elsewhere in this Lease, neither party shall be deemed to have released or waived any claim against the other for damages to property within the deductible amount of such party's insurance policy.

6. **LANDLORD'S NON-LIABILITY:** Except in the case of negligence of Landlord, Landlord shall not be liable for injury to any person due to the condition of the Leased Premises or by reason of the occurrence of any accident in or about the Leased Premises or due to any act or neglect of Tenant or any other person.

7. **INSURANCE CERTIFICATES:** Tenant shall furnish to Landlord upon written request a certificate of insurance as to all insurance required to be maintained by Tenant. Each certificate shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior written notice to the parties named as insureds.

K. **UTILITIES AND SERVICES:** Each utility and service listed below is to be paid directly to the provider by the party as indicated:

(Check the applicable party)

Utility/Service	Tenant	Landlord
1. Electrical Service	☑	☐
2. Heat and/or Gas Service	☑	☐
3. Telephone Service	☑	☐
4. HVAC Maintenance	☐	☑
5. Water Service	☑	☐
6. Sewer Service	☑	☐
7. Cleaning/Janitorial	☑	☐
8. Trash Removal	☑	☐
9. Lawn/Landscaping	☐	☑
10. Snow Removal	☑	☐
11. Fire Sprinkler System	☑	☐
12. Alarm/Security System	☑	☐
13. Other (List and describe here or on an attachment)		
Maintenance of plumbing and electrical systems	☐	☑
	☐	☐
	☐	☐
	☐	☐

NOTE: ANY ITEM NOT MARKED IS DEEMED UNAVAILABLE OR THE RESPONSIBILITY OF THE TENANT.

L. **MAINTENANCE AND REPAIR:** During the Lease term, Tenant shall, at its own cost and expense, maintain in good condition and repair the Leased Premises and every part thereof, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Tenant shall not be required to make any roof, foundation or structural alterations, repairs or replacements to the Leased Premises except as otherwise required by this Lease. Landlord shall allow Tenant the use and benefit of each and every warranty to which Landlord is entitled with respect to any items repaired or replaced by Tenant. Landlord shall be responsible for maintaining the roof, exterior walls (except doors, windows and glass), foundation and structural integrity of the building, except for damage caused by the negligence or willful act of Tenant or its agents, officers, employees, contractors, licensees or invitees which is not covered or required to be covered under the property insurance to be maintained hereunder. Landlord shall be responsible for major component repairs and/or replacement of the heating, ventilation and air conditioning equipment in the Leased Premises, provided that the need for such repair or replacement is not due to any abuse, misuse, damage or negligence of Tenant or its agents, officers, employees, contractors, licensees, or invitees.

M. **ASSIGNMENT AND SUB-LEASE:** Tenant shall not assign this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without in any way limiting Landlord's right to refuse to give consent to any assignment or subletting, Landlord reserves the right to refuse to give such consent, and such refusal shall be deemed reasonable, if in Landlord's sole opinion:

1. the use of the Leased Premises is or may be in any way adversely affected;
2. the business reputation of the proposed assignee or subtenant is deemed unacceptable; or
3. the financial worth or condition of the proposed assignee or subtenant is less than that of Tenant or is otherwise not acceptable.

Tenant agrees to reimburse Landlord for reasonable costs, expenses, accounting and attorney fees incurred in conjunction with the processing and documentation of any such requested assignment or subletting. Regardless of any assignment or subletting, Tenant shall remain primarily liable to perform all of the covenants and conditions contained in this Lease. The

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acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of any part of the Leased Premises.

N. **DESTRUCTION OF LEASED PREMISES:** In the event of total or partial destruction of the Leased Premises by fire or other casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are sufficient, to promptly restore and repair the Leased Premises at Landlord's expense within one hundred eighty (180) days. In the event that Landlord fails to complete restoration or repair within such time period or the Leased Premises are so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance proceeds not utilized by Landlord in restoring or repairing the Leased Premises shall be and remain the sole property of Landlord. Rent shall abate during the time that the Leased Premises or any part are unusable by reason of any damage, in proportion to the percentage of the Leased Premises which are rendered unusable by the casualty.

O. **EMINENT DOMAIN:** If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain or deed in lieu thereof in any manner that the Leased Premises shall become unusable for the conduct of Tenant's business, this Lease may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Leased Premises or the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on account of any such taking for the value of the unexpired Lease term. All damages awarded for taking of the Leased Premises shall belong solely to Landlord, except that Tenant may recover its moving expenses and any other compensation to which it is entitled under applicable law.

P. **DEFAULT AND REMEDY:** Each of the following shall be deemed and constitute a default by Tenant

1. Failure to pay rent within five (5) days after the same is due;
2. Failure to pay any other amount when due and such failure continues for ten (10) days after written notice thereof to Tenant;
3. Failure to perform any act to be performed by Tenant or to comply with any condition or covenant and such failure continues for thirty (30) days after written notice to Tenant;
4. If Tenant shall abandon or vacate the Leased Premises prior to the end of the Lease term;
5. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, unless removed within sixty (60) days;
6. An assignment by Tenant for the benefit of creditors; or
7. Any action commenced by or against Tenant under any insolvency, bankruptcy, moratorium or reorganization law, unless dismissed within sixty (60) days.

In the event of any such default, Landlord may re-enter the Leased Premises, take possession of all or part, and remove all property and persons and shall not be liable for any damages or for trespass. No re-entry shall be deemed a termination of this Lease, an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligations to pay rent or any other obligations of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry, repossession or any termination of this Lease by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender, Landlord may relet the Leased Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of repossession and reletting of the Leased Premises, including but not limited to costs, attorney fees, expenses of removal and storage of Tenant's property, care, maintenance and repair of the Leased Premises while vacant, repair or restoration of the Leased Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to _____ per month ("Default Rate").

Q. **ALTERATIONS:** Tenant shall not make or permit any installations or alterations of or upon any part of the Leased Premises or any additions to the Leased Premises without first obtaining the written consent of Landlord. Alterations and additions to the Leased Premises shall be made in accordance with all applicable laws. Tenant shall indemnify, defend and hold harmless Landlord from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation. If Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the expiration of the Lease term, remove all of Tenant's trade fixtures and equipment, and if Landlord shall so require, any of the alterations made by Tenant and any damage to the Leased Premises shall be promptly repaired.

R. **MECHANIC'S LIENS:** No person shall be entitled to any lien upon the Leased Premises or the real estate or improvements on or in which the Leased Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Tenant shall cause the same to be released or provide other satisfactory security to Landlord with respect to the same within sixty (60) days; and if not so released or secured, Landlord, at its option may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Leased Premises; nor as

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giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien.

S. **INSPECTION AND SHOWING OF LEASED PREMISES:** Landlord or its agent shall be permitted to enter to inspect or examine the Leased Premises at any reasonable time and Landlord shall have the right in the event of an emergency to make any repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation, provided, however, that any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the Lease term, at reasonable times and during usual business hours, enter to show the Leased Premises to others and, except in the case of renewal, may at any time within ninety (90) days next preceding the expiration of the Lease term affix to any suitable part of the Leased Premises a notice for letting the Leased Premises.

T. **SURRENDER AND HOLDING OVER:** Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of Tenant's removable personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Lease term, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by Tenant to the satisfaction of Landlord. Tenant shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of the Leased Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant, the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the date of the expiration. If Tenant retains possession of the Leased Premises after the expiration of this Lease without the written consent of Landlord, Tenant shall pay to Landlord double the amount of monthly rent specified in this Lease for the time Tenant retains possession of the Leased Premises or any part after termination of this Lease.

U. **NON-WAIVER AND REMEDIES CUMULATIVE:** No waiver of any covenant or condition or the breach or default of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by Landlord to exercise any right or remedy at any time available to Landlord under this Lease shall constitute a waiver of such right or remedy as to the same or any other breach or default by Tenant. The acceptance of rent by Landlord at any time when Tenant is in breach or default of any covenant or condition shall not be construed as a waiver of any default. Landlord's rights and remedies under this Lease are cumulative and neither the inclusion nor the exercise by Landlord of any such right or remedy shall preclude or limit Landlord's exercise of any other right or legal or equitable remedy available under this Lease or under applicable law.

V. **ENVIRONMENTAL DEFINITIONS AND COVENANTS:**

1. **Definitions:** For the purpose of this Lease, "Hazardous Material" shall mean and include any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" as such terms are defined in the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation, or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Leased Premises or the building (collectively, "Environmental Laws").
2. **Covenants and Indemnity:** Tenant shall not use the Leased Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, and Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, stored, treated, released, disposed of or used in or about the Leased Premises by Tenant, its agents, officers, employees, contractors, licensees or invitees. If Tenant shall breach any obligations under this Lease regarding Hazardous Materials, or if Tenant or any of its agents, officers, employees, contractors, licensees or invitees shall cause any release, discharge or disposal of any Hazardous Material in, on or from the Leased Premises or the building (whether or not Landlord has given its consent to the presence of such Hazardous Material)
   a. Tenant shall promptly take all actions, at its sole expense, as are necessary to cure, clean up or otherwise remediate the violation, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions are required or approved by governmental authorities having jurisdiction.
   b. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, Landlord's costs to cure, clean up or otherwise remediate the violation, release, discharge or disposal, and all court costs and reasonable attorney fees, site assessment and investigation costs, consultant fees and expert fees incurred by Landlord in connection with any such cure, cleanup or remediation or any actual or threatened civil suit, enforcement action or other legal proceedings resulting from such violation, release, discharge or disposal.

The provisions of this Paragraph shall survive expiration or termination of this Lease.

W. **MISCELLANEOUS:**

1. So long as Tenant shall not be in default, Tenant shall, at all times during the Lease term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under the Landlord, except as provided for herein.

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2. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns.
3. This Lease shall be construed in accordance with the laws of the State of Indiana.
4. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
5. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.
6. At Landlord's request, Tenant will execute an estoppel certificate addressed to any purchaser or mortgagee, or a subordination, non-disturbance and attornment agreement among Landlord, Tenant and such mortgagee, certifying as to facts (if true) and agreeing to notice provisions and other matters as the purchaser or mortgagee may reasonably require in connection with any sale or financing.
7. Landlord and Tenant acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Landlord and Tenant further acknowledge that they understand and accept agency relationships involved in this transaction.
8. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested) at the address set forth below the signature of each party. The addresses may be changed from time to time by either party by serving written notice.
9. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Lease on behalf of such party.

TENANT'S SIGNATURE	LANDLORD'S SIGNATURE Brad Neihouse Barb Neihouse
PRINTED	PRINTED Brad Neihouse Barb Neihouse
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	(AREA CODE) TELEPHONE NUMBER/FAX NUMBER
TENANT'S ADDRESS	LANDLORD'S ADDRESS
CITY STATE ZIP	CITY STATE ZIP

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AMENDMENT # 1 TO LEASE AGREEMENT

For use only by members of the Indiana Association of REALTORS®

Date: 08/21/2020

This Addendum is attached to and made a part of Lease Agreement dated 10/01/2020 for property in Fairfield Township, Tippecanoe County, known as 324 N 25th St Lafayette, Indiana, Zip 47904 (the "Property") between Brad & Barbara Neihouser, Landlord, and The Board of Commissioners of Tippecanoe County, Tenant.

It is mutually agreed to amend said Lease Agreement as follows: **(check appropriate paragraph)**

☐ A. The original lease is extended _____ months, from _____ to _____.

☑ B. The original lease is otherwise modified on the following terms:

Should federal funds for the maintenance of the Program of the Tenant be decreased to the point that the Indiana WIC Program would be unable to support this Lease, then and in such event, this Lease may be canceled by the Tenant upon a thirty (30) day written notice to the Landlord.

Tenant and Landlord will work together on the cost of a new front entrance and removing a wall to make a bigger conference room.

Tenant is hereby credited with a deposit in the amount of $4,067.25 toward the amount required under Section D of the Lease. This credit comes from the deposit in that amount made for the Premises under the Lease dated January 12, 2018.

Tenant to provide Lessor with proof of liability insurance with Brad & Barbara Neihouser, 118 W Montgomery PO Box 622, Francesville, IN 47946 listed as an additional insured.

All other terms and conditions of the original lease remain unchanged. This is a legally binding contract.

By signature below, the parties acknowledge receipt of a signed copy of this Amendment.

Brad Neihouser 8/28/2020	Barb Neihouser 8-28-2020
LANDLORD'S SIGNATURE DATE	LANDLORD'S SIGNATURE DATE
Brad Neihouser	Barb Neihouser
PRINTED	PRINTED
TENANT'S SIGNATURE DATE	TENANT'S SIGNATURE DATE
PRINTED	PRINTED

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EQUAL HOUSING OPPORTUNITY

First Merchants Bank

250 MAIN ST | LAFAYETTE, IN 47901
PHONE: 765.423.7100 | FAX: 765.423.7137

TIPPECANOE COUNTY BANKING SERVICES AGREEMENT

September 15, 2020 to September 15, 2022

THIS AGREEMENT, dated as of the 15th day of September, 2020, is between TIPPECANOE COUNTY, INDIANA, acting by and through the TIPPECANOE COUNTY BOARD OF FINANCE and the TIPPECANOE COUNTY TREASURER (hereinafter referred to as the "COUNTY") **First Merchants Bank** (hereinafter referred to as the "BANK").

WITNESSETH

WHEREAS, the COUNTY desires to contract for cash management and banking services (hereinafter referred to as the "SERVICES"); and

WHEREAS, the BANK has expressed a willingness to provide said SERVICES.

NOW, THEREFORE, in consideration of mutual covenants, herein contained, the parties hereto mutually agree as follows:

This Agreement consists of the following documents, which are attached hereto and by reference made a part hereof, which documents embody the whole agreement of the parties, there being no promises; terms conditions, or obligations referred to the subject matter other than contained herein. In the event of a conflict, the specifications contained in the following documents shall control in the following order:

1. Tippecanoe County Banking Services Requested for Proposals dated **July 29, 2016**
2. Bank's Proposal received **August 12, 2016**
3. Contract Amendment dated **August 1, 2019**

Pursuant to the terms and conditions of this Agreement, Bank shall provide such Investment Services as County may from time to time request pursuant to the terms and conditions contained in Tippecanoe County Banking Services Request for Proposals, and the Bank's Proposal in response thereto, all in accordance with Indiana Code 5-13 from September 15, 2020 to September 15, 2022, initially in respect to the following accounts, as more fully set forth in BANK's response to County's Request for Proposals at the interest rates set forth below:

Account	Investment Vehicle	Rate of Interest
High Balance Accounts	Money Market Savings	Targeted FF rate + 10 bps
Primary Accounts	Business Interest	Targeted FF rate + 5 bps

EQUAL HOUSING LENDER
MEMBER FDIC

First Merchants Bank

250 MAIN ST | LAFAYETTE, IN 47901
PHONE: 765.423.7100 | FAX: 765.423.7137

In accordance with IC 5-13-11-2(a), the investment of all funds by the Bank will be subject to the approval of the Tippecanoe County Treasurer, and the Bank shall keep those records concerning the investment cash management system that the County would maintain for audits by the state board of accounts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf, respectively, by their proper office or officials.

DATED as of the 8th day of September, 2020

By: 9/8/2020

Tony S. Albrecht, Regional President Date

TIPPECANOE COUNTY
BOARD OF FINANCE

Jennifer Weston, Treasurer of Tippecanoe County Date

TIPPCANOE COUNTY BOARD OF COMMISSIONERS

David Byers, President Date

Tracy Brown, Vice President Date

Thomas P Murtaugh, Member Date

ATTEST:

Robert A. Plantenga, County Auditor Date

EQUAL HOUSING LENDER
MEMBER FDIC

9/8/20 Grant Requests

Permission to apply for Grant:

- **HEALTH:** Applying for roughly $90,000 from Indiana State Department of Health for HIV preventative program.
- **HEALTH:** Applying for assistance from Indiana State Department of Health for STD program.

Permission to Accept Grant:

- **Commissioners:** $250,000 from the Indiana Office of Community and Rural Affairs (OCRA) thru the federal funding of COVID-19 Response Program. The grant will be used to supply eligible applicants support for economic recovery activities including grants to retain Low-to-Moderate Income jobs. There will be a public hearing immediately after this commissioner meeting concerning this grant funding.

MOU/Contract:

Youth Services: Three contracts for Tutors at Jefferson High School funded thru the JDAI 20-21 grant to provide tutoring to youth who are at risk of suspension or expulsion due to non-attendance at school.
(see attached email if you want me to explain more documentation)

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-006
INITIATION DATE: 8/18/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Brenneco, Inc.
2780 Conservation Club Road
Lafayette, IN 47905

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4M Plumbing

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-107

[] Omit 4 ea. water coolers. Provide and install 2 ea. Elkay EZH2O Bottle Filling Station Surface Mount bottle fillers.

Subtotal for EWO 885-107: **-<$1,200.00>**

EWO 885-110

[] Relocate one hose bib in Area D to a T-wall.

[] Change two hose bibs in Area D to frost proof.

Subtotal for EWO 885-110: **$1,080.00**

Total **DECREASE** for this Change Order: **-<$120.00>**

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User Notes: (3B9ADAC5)

CHANGE ORDER BP4 885-006 (EWO 885-107, 885-110)

The original Contract Sum was	$	308,950.00
Net change by previously authorized Change Orders	$	9,080.00
The Contract Sum prior to this Change Order was	$	318,030.00
The Contract Sum will be decreased by this Change Order in the amount of	$	120.00
The new Contract Sum including this Change Order will be	$	317,910.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	ARCHITECT *(Firm name)*
102 North 3rd Street Suite 201 Lafayette, IN 47901	NA
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Mike Roberts 08/19/2020	NA
(Typed name) DATE:	*(Typed name)* DATE: NA
Brenneco, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
2780 Conservation Club Road Lafayette, IN 47905	20 N.Third Street Lafayette, IN 47901
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Greg Brenneman 8-18-2020	David Byers
(Typed name) DATE:	*(Typed name)* DATE:

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User Notes: (3B9ADAC5)

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP5 885-001
INITIATION DATE: 8/12/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Denney Excavating, Inc.
2050 S. Harding St.
Indianapolis, IN 46221

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: March 12, 2020
CONTRACT FOR: 5A-DEMOLITION

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-115

[] Crush concrete foundations and slabs from demolished buildings to leave on site for aggregate base.

Total **INCREASE** for this Change Order: **$2,000.00**

The original Contract Sum was	$	258,400.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	258,400.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,000.00
The new Contract Sum including this Change Order will be	$	260,400.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
BY *(Signature)* 08/18/2020	**BY** *(Signature)*
Mike Roberts	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
Denney Excavating, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
2050 S. Harding St., Indianapolis, IN 46221	20 N.Third Street, Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)* 8/17/20	**BY** *(Signature)*
Randy Denney	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes: (3B9ADAC1)

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*: 885-Fairground Renovations 1406 Teal Rd. Lafayette, IN 47905	**CHANGE ORDER NUMBER:** BP3 885-005 **INITIATION DATE:** 8/12/2020	OWNER: ☒ CONSTRUCTION MANAGER: ☒ ARCHITECT: ☐ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR *(Name and address)*: Shepler Construction Company 720 Erie Avenue Logansport, IN 46947	**PROJECT NUMBERS:** 885 / 885 **CONTRACT DATE:** March 18, 2019 **CONTRACT FOR:** 3A - PRE-ENGINEERED METAL BUILDINGS	

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-114

[] Provide and install green liner panel on the north interior wall of the Gallery from the top of CMU to the ceiling.

Total **INCREASE** for this Change Order: **$14,400.00**

The original Contract Sum was	$	3,066,000.00
Net change by previously authorized Change Orders	$	38,075.00
The Contract Sum prior to this Change Order was	$	3,104,075.00
The Contract Sum will be increased by this Change Order in the amount of	$	14,400.00
The new Contract Sum including this Change Order will be	$	3,118,475.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management **CONSTRUCTION MANAGER** *(Firm name)* 102 North 3rd Street., Suite 201, Lafayette, IN 47901 **ADDRESS**	NA **ARCHITECT** *(Firm name)* NA **ADDRESS**
BY *(Signature)* 8/21/2020 Mike Roberts *(Typed name)* **DATE:**	**BY** *(Signature)* NA *(Typed name)* **DATE:** NA
Shepler Construction Company **CONTRACTOR** *(Firm name)* 720 Erie Avenue, Logansport, IN 46947 **ADDRESS**	Tippecanoe County Commissioners **OWNER** *(Firm name)* 20 N.Third Street, Lafayette, IN 47901 **ADDRESS**
BY *(Signature)* Dave Shepler 8/20/20 *(Typed name)* **DATE:**	**BY** *(Signature)* David Byers *(Typed name)* **DATE:**

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User Notes:

(3B9ADAC5)

Tippecanoe County Commissioners Tuesday, September 1, 2020

Area IV Public Transportation of Tippecanoe County

Program information:

Area IV Agency on Aging and Community Action Programs officially began its Tippecanoe County Transportation Program in January of 2020. The program is designed to provide Non-Emergency Medical Transportation to all types of medical related appointments as well as transportation to non-medical outings such as grocery shopping, banking, or any other type of trip. The Transportation Program is open to the public in the non-urbanized area of Tippecanoe County and is available to non-ambulatory individuals in the urbanized areas of Tippecanoe County. A one-way fare of $5 is required for all riders under the age of 60. Riders age 60 and over are asked to make a voluntary donation to the program to help differ costs. Area IV Public Transportation of Tippecanoe County is located and dispatched from the Area IV Agency on Aging and Community Action Programs offices at 660 North 36th Street, Lafayette, IN. The program currently has a staff of 3 including 2 fulltime drivers and 1 manager/dispatcher. The program currently has 6 vehicles in its fleet. A maintenance contract is in place with City Bus of Lafayette to service and maintain the vehicles on a regular basis.

2nd Quarter update:

Area IV Public Transportation of Tippecanoe County's transportation services were suspended on April 1st 2020 and all employees put on temporary furlough when Area IV Agency on Aging and Community Action Programs was closed to the public due to the state shut down orders related to COVID-19. Services remained suspended until they began again on June 1st 2020. COVID-19 issues limited our opportunity for trips throughout the 2nd quarter. During June, the only month of operations in the 2nd quarter, Area IV Public Transportation of Tippecanoe County provided 46 one way trips. We continue to utilize several COVID-19 safety policies and procedures to provide the safest environment possible for our drivers and passengers. In an ongoing effort to reignite the program and to inform and educate the community about our services, we have continued our outreach/marketing program targeting businesses, churches, community centers, and civic organizations throughout Tippecanoe County.

Thank you for the opportunity to serve the residents of Tippecanoe County.

Area IV Public Transportation of Tippecanoe County

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
20-09	8/11/20	Carl & Rebecca Stevens *30x40 pole barn*	267 Dayton Rd		4-23-3	Sheffield	79-12-04-302-062.000-013 150-01200-0039
20-15	8/13/20	Wayne Blacker *Demo Existing 20x36 Structure*	9301 Main Street	90	Clarks Hill	Lauramie	79-16-23-382-008.000-008
20-16	8/25/20	Greg Blumhoff *16x20 Open Porch*	6307 Gallegos Drive	36	Hawks Nest 22-24-4	Tippecanoe	79-03-22-253-002.000-019 112-03404-0129
39281	8/3/20	Kent & Tricia Leuck *10x16 shed*	8439 Shepardson Creek Dr	12	Weathersfield 34-23-3	Perry	79-08-34-326-012.000-009 134-08307-0044
39282	8/3/20	Jen & Eric Garritson *20x44 inground diving pool/no slide/w/auto cover*	4611 Haven Ct	16	West Ridge 35-24-5	Wabash	79-02-35-176-020.000-023 146-05314-0299
39283	8/3/20	Toby Edmonds *16x32 inground pool/no slide or dive/w/auto cover*	4771 Saintsbury Ct	108	Hickory Ridge 15-22-4	Wea	79-11-15-352-003.000-031
39284	8/3/20	Tempest Homes *2 story/slab/AG/no deck or porch*	2779 Chivalry Dr	234	Avalon Bluff 15-22-4	Wea	79-11-15-477-040.000-030
39285	8/4/20	Paul & Emily Mishler *1 story/unfinished basement/AG/deck/no porch*	2914 SR225 E	2	Haas Minor SD 15-24-4	Tippecanoe	79-03-15-476-008.000-017 106-04817-0020
39286	8/4/20	James & Amy Arnold *12x26 inground pool/w/auto cover/no slide or dive*	2529 Mar Ruth Dr	59	Watkins Glen 11-23-4	Fairfield	79-07-11-251- . - 106-05000-0815
39287	8/4/20	Jason & April Pattee *30x48 pole barn*	4417 E 200 N		13-23-4	Fairfield	79-07-13-126-013.000-003 144-02301-0109
39288	8/5/20	Kevin Cunningham *13x30 leanto*	5127 Old US231 S	9	J&J 20-22-4	Wea	79-11-20-101-010.000-030 106-04823-0112
39289	8/5/20	Kody & Jill Keys *18x43 inground pool w/auto cover/no slide or dive/open porch*	3997 Scheck Ct	77	Watkins Glen 11-23-4	Fairfield	79-07-11-476-034.000-003 122-07205-0111
39290	8/6/20	Jeremy Slater *finish basement*	5931 Conkright Ln	11	Stanfield Ridge 8-23-5	Shelby	79-06-08-351-013.000-015 110-03800-0523
39291	8/6/20	Scott Bihlmire *20x40 detached garage*	3729 Gamble Ln		2-21-4	Lauramie	79-15-02-251-007.000-007
39292	8/6/20	Citation Homes *1 story/slab/AG/no deck or porch*	2957 Three Meadows Dr	3	Three Meadows 14-23-5	Wabash	79-06-14-155-033.000-023
39293	8/7/20	Tempest Homes *1 Story/Slab/AG/open porch/no deck*	434 West Big Pine Drive	220	Auburn Meadows 31-24-4	Wabash	79-03-31-251-076.000-023 124-02201-0190
39294	8/7/20	William Banks *24x24 master bath/bedroom addition*	1906 E 800 N		9-24-4	Tippecanoe	79-03-09-400-025.000-017

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
39295	8/7/20	Heath Mullen *12x88 Leanto*	8723 N 1000 E		12-24-3	Washington	138-00600-0011 79-04-12-100-009.000-027
39296	8/7/20	Teresa Stockton *14x30 shed w/6x14 open porch/200amp service*	8069 Old SR25 N		10-24-3	Washington	138-00400-0057 79-04-10-400-001.000-027
39297	8/7/20	Seth Aichinger *30x40 pole barn*	5915 Huston Rd		3-24-4	Tippecanoe	124-05300-0050 79-03-43-630-005.000-017
39298	8/10/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch*	2224 Scoria Ct	296	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39299	8/10/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch*	2361 Dentelle St	307	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39300	8/10/20	Majestic Custom Homes *2 story/slab/AG/no deck/open porch*	2336 Amethyst Pl	317	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39301	8/10/20	Majestic Custom Homes *1 Story/Slab/AG/no deck/open porch*	5015 E 50 N		19-23-3	Perry	114-03800-0131 79-08-19-300-001.000-010
39302	8/10/20	Milakis Homes *1 story/slab/AG/no deck/open porch*	3413 Dolerite Ct	236	Stonehenge 34-24-5	Wabash	79-02-34-407-018.000-022
39303	8/10/20	KHI *1 Story/Unfinished Bsmt/AG/open porch/no deck*	5118 E 300 N	5	Archervilla 6-23-3	Perry	112-00603-0059 79-08-06-351-005.000-009
39304	8/10/20	Carl & Sara Behnke *Interior Remodel of kitchen & bath*	2525 Raintree Drive		23-23-5	Wabash	134-07300-0765 79-06-23-178-009.000-023
39305	8/10/20	Girls Scouts of Cental IN *9x24 Addition w/9x18 porch*	8439 SR26 E		27-23-3	Perry	112-02700-0074 79-08-27-100-004.000-009
39306	8/10/20	Lowell Stingley *48x80 pole barn/no electric*	6615 E 1200 S		29-21-3	Lauramie	110-02900-0037 79-16-29-200-001.000-007
39307	8/10/20	Rob Knowles *40x80 pole barn/no electric*	8503 SR26 W		14-23-6	Shelby	120-03100-0210 79-05-14-200-005.000-014
39308	8/11/20	Scott Crowell *40x64 pole barn/no electric*	7301 S 250 E		34-22-4	Wea	144-03700-0063 79-11-34-200-003.000-030
39309	8/11/20	Matt Bryan *14x21 deck*	3935 Shana Jane Dr	29	Watkins Glen 11-23-4	Fairfield	106-04814-0110 79-07-11-427-020.000-003
39310	8/11/20	Brad & Brandee Sommer *18x30 deck*	1724 Three Meadows Dr	28	Three Meadows 14-23-5	Wabash	79-06-14-155-028.000-023
39311	8/11/20	Mark Hutchison *16x32 above ground pool w/deck*	4353 Paulana Pl		Boland Heights 17-22-3	Sheffield	118-01600-0421 79-12-17-200-007.000-012

TIPPECANOE COUNTY BUILDING COMMISSION

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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
39312	8/12/20	Teresa Stockton *30x48 pole barn w/existing service*	8069 Old SR25 N		10-24-3	Washington	138-00400-0057 79-04-10-400-001.000-027
39313	8/12/20	Brent Childs *finish basement*	1268 Meadowbrook Dr	8	Meadowbrook 24-23-4	Fairfield	102-00603-0566 79-07-24-477-010.000-001
39314	8/12/20	Milakis Homes *2 storyslab//AG/no deck/open porch*	3304 Dolerite Ct	260	Stonehenge 34-24-5	Wabash	79-02-34-407-042.000-022
39315	8/12/20	Thomas Jones *convert existing screen porch into sunroom*	337 W Big Pine Dr	202	Auburn Meadows 31-24-4	Wabash	79-03-31-251-058.000-023
39316	8/12/20	Citation Homes *1 storyslab//AG/no deck/open porch*	1712 Twin Lakes Cr	50	Three Meadows 29-23-5	Wabash	79-06-14-100-009.000-023
39317	8/13/20	Stanley Cunningham *32x40 pole barn/no electric*	221 Pineview Ln		20-23-3	Perry	112-02001-0070 79-08-20-301-008.000-009
39318	8/14/20	David & Angela McMurray *Pole Barn w/open porch/200amp service*	7685 Adams Rd		9-22-3	Sheffield	118-00900-0296 79-12-09-251-003.000-012
39319	8/14/20	H & K Homes *1 Story/Slab/AG/no deck or porch*	9037 Mill Street	5 & 6	Stockwell 9-21-3	Lauramie	110-00900-0042 79-16-09-104-004.000-007
39320	8/14/20	Mark Burkhalter *40x56 pole barn w/existing electric*	1312 E 750 S		33-22-4	Wea	144-03600-0130 79-11-33-100-013.000-030
39321	8/14/20	Elaine & Mohamed Elseessy *16x57 mobile home*	4636 Jackson Hwy		9-23-5	Wabash	132-01400-0525 79-06-09-326-001.000-022
39322	8/17/20	GJ Gardner *1 story/partial finished basement/AG/deck/no porch*	948 Chepstow Ln	1	Abbingdon 24-23-6	Shelby	120-03500-0833 79-05-24-201-007.000-014
39323	8/18/20	Nancy Stone *32x48 unfinished pole barn/w/loft/finished farm office*	4217 SR28 E		24-21-4	Lauramie	110-04800-0018 79-15-24-100-011.000-007
39324	8/18/20	John Sanders *60x80 pole barn/w/open porch/new 200amp service*	7400 N 50 W	1	Hunley 18-24-4	Tippecanoe	124-03101-0015 79-03-18-326-001.000-017
39325	8/18/20	Tippecanoe County Villa *20x26 steel picnic shelter*	5307 N 50 W		30-24-4	Tippecanoe	126-06300-0140 79-03-30-400-002.000-018
39326	8/18/20	Old National Bank *temp sign 8/17/20-9/7/20/student checking banner*	3503 Paramount Dr		2-23-5	Wabash	134-06524-0067 79-06-02-276-006.000-023
39327	8/18/20	Todd & Mary Welch *Demo 45x62 barn*	9714 E 600 N		23-24-3	Washington	138-01600-0100 79-04-23-400-005.000-027
39328	8/19/20	Bill Thompson *30x40 pole barn w/open porch*	7615 Adams Rd		9-22-3	Sheffield	118-00900-0241 79-12-09-200-002.000-012

TIPPECANOE COUNTY BUILDING COMMISSION

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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
39329	8/19/20	Ted & Julie Boyce *remove deck/add sunroom*	6601 S 200 E		27-22-4	Wea	144-03000-0411 79-11-27-300-011.000-030
39330	8/19/20	Maribel Garcia *2 bedroom addition*	4352 Newcastle Rd		17-22-3	Sheffield	118-01600-0102 79-12-17-300-006.000-012
39331	8/20/20	George Kirts *24x51 attached garage*	8206 W 400 N			Shelby	120-05601-0030 79-01-35-476-003.000-014
39332	8/21/20	Dean Zimmerman *28x32 pole barn/no electric*	8630 Wildlife Ridge		23-22-6	Wayne	140-02600-0224 79-09-23-300-007.000-028
39333	8/24/20	John Sullivan *16x33 non-diving inground swimming pool w/auto cover/no slide*	7500 Mushroom Ln		Wintergate 21-23-3	Perry	112-02100-0806 79-08-21-200-008.000-009
39334	8/25/20	Stephen & Courtney Pierce *2 story/unfinished basement/AG/2 decks/no porch*	955 E 725 N		16-24-4	Tippecanoe	79-03-16-351-012.000-017
39335	8/26/20	Robert & Brenda Matson *30x48 pole barn/no electric*	8417 Walnut Ridge Rd		3-21-4	Lauramie	110-03900-0511 79-15-30-200-018.000-007
39336	8/26/20	Thompson Property Investments *interior remodel/upgrade 200amps*	28 Brazos Cr	47	Rolling Hills	Wea	146-05511-0180 79-11-17-251-069.000-031
39337	8/26/20	Ronald Scheffee *12x20 shed*	3430 S River Rd		27-23-5	Wabash	132-02800-0390 79-06-27-200-009.000-022
39338	8/26/20	Prithpal Gothra *14x20 addition/14x20 deck*	1328 Roundtable Dr	235	Hadley Moors	Wabash	134-08410-0128 79-02-36-403-007.000-023
39339	8/27/20	David & Rebecca Page *Deck*	4809 E Foxmoor Ln	54	Northridge 13-23-4	Fairfield	106-05019-0147 79-07-13-251-008.000-003
39340	8/27/20	Greg & Jeri-Jo Marshall *12x24 shed*	6938 Savannah Ct	11	Bren Bella 36-24-4	Wea	144-02801-0115 79-11-25-377-011.000-030
39341	8/27/20	Jordan Custom Homes *1 story/AG/no deck/open porch/slab*	1963 Gild Dr	2	Gild Estates 14-23-4	Fairfield	79-07-17-127-002.000-003
39342	8/31/20	Candice Dunn *14x18 deck*	502 Haw Ln	14	Hawthorne Ridge 31-24-4	Wabash	134-07902-0108 79-03-31-176-007.000-023
39343	8/31/20	Maribel Garcia *18x24 pole barn/ 12x40 porch (on house)*	4352 Newcastle Rd		17-22-3	Sheffield	118-01600-0102 79-12-17-300-006.000-012
E11098	8/3/20	Rodney Ball & Linda Corrigan *upgrade 200amp service*	3725 E 200 N	14	Hillwood Hamelt	Fairfield	106-05101-0131 79-07-14-227-001.000-003
E11099	8/3/20	Lamar Dutton *replace 200amp panel*	4725 Marimak Dr	17	Marimak Acres 36-24-4	Washington	138-03204-0179 79-03-36-251-017.000-027

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E11100	8/4/20	Jay & Jennifer Lohmeyer *Re-energize 200amps*	9250 Pearl St		23-21-3	Lauramie	150-04400-0029 79-16-23-392-002.000-008
E11101	8/6/20	CC AT&T LLC *adding walk in cabinet w/ATS from existing meter/200amps*	600 SR28 W		18-21-4	Randolph	116-00900-0052 79-15-18-400-001.000-011
E11102	8/10/20	Angela McClure *Roof mounted solar system/200amp*	3306 N 750 E	8	Broadview 4-23-3	Perry	112-00401-0085 79-08-04-326-008.000-009
E11103	8/12/20	Dawna Whitus *repair from fire damage*	170 Tomahawk Ln	23	Tomahawk Heights 23-24-4	Tippecanoe	148-03700-0232 79-03-23-282-023.000-019
E11104	8/12/20	Peggy Beck *upgrade 200amps*	5994 E 50 S		2-23-3	Perry	112-03000-0379 79-08-30-276-005.000-009
E11105	8/12/20	City of Lafayette / Brad Talley *new 200amp service to lift station*	3008 E 200 N		10-23-4	Fairfield	106-04700-0280 79-07-10-400-060.000-003
E11106	8/14/20	Maples Corp *Re-energize 100amp*	50 Maples Park		2-23-5	Wabash	134-06500-0124 79-06-02-200-004.000-023
E11107	8/14/20	Luke Rohrman *install generator transfer switch/200amp*	5720 S 900 E		RR-22-3	Sheffield	79-12-47-790-034.000-012
E11108	8/17/20	Donald Nesbitt *upgrade to 400amps for corn dryer*	8502 US231 N		7-24-5	Shelby	120-01400-0018 79-02-07-100-002.000-014
E11109	8/18/20	Gary Boardman *Install Transfer Switch*	2100 Fieldstone Drive	79	Hickory Ridge 15-22-4	Wea	79-11-15-305-007.000-031
E11110	8/18/20	Thomas & Linda Hoffine *400amp upgrade*	1807 E 800 N		16-24-4	Tippecanoe	124-02900-0062 79-03-16-200-002.000-017
E11111	8/19/20	Jeff Jones *UPGRADE TO 400 AMP*	4136 Morehouse Road		36-24-5	Tippecanoe	79-02-36-351-003.000-023
E11112	8/19/20	Kent Moran *replace panel/200amps*	3002 Rosewood Dr	7	Green Meadows 15-23-5	Wabash	134-07205-0057 79-06-15-228-001.000-023
E11113	8/19/20	Mary Lucey *upgrade 200amps*	18 Country Aire Dr	25	Country Aire 29-23-3	Perry	112-02903-0069 79-08-29-126-006.000-009
E11114	8/20/20	Moss Creek HOA *100amp meter pedestal*	Next to 2881 Bentbrook		Moss Creek 9-23-5	Wabash	132-01402-0083 79-06-09-227-014.000-022
E11115	8/20/20	Mark Charles *install 400amp generator switch*	7 E 700 S		32-22-4	Wea	144-03500-0021 79-11-32-100-002.000-030
E11116	8/20/20	Nate Hendrick *new 200amp service to barn*	102 N 850 E		22-23-3	Perry	112-02203-0043 79-08-22-377-009.000-009

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E11117	8/21/20	Don Scudder *replace 200amp panel*	818 S 775 E		28-23-3	Perry	112-02800-0117 79-08-28-400-005.000-009
E11118	8/24/20	David & Wanda Earlywine *remove riser/meter to re-side house*	1703 S 650 E		32-23-3	Perry	112-03200-0113 79-08-32-400-003.000-009
E11119	8/25/20	Forrest & Charlene Evans *new 100amp service to pole barn*	950 N 550 E		19-23-3	Perry	114-03800-0384 79-08-19-126-003.000-010

Permit Count: 88

TIPPECANOE COUNTY PUBLIC LIBRARY
REGULAR MONTHLY BOARD MEETING
Tuesday, September 1st, 2020

McAllister Room B
627 South Street, Lafayette, Indiana, 7:00 pm

7:00 p.m. PUBLIC HEARING - 2020 Budgets

Call to order
Pledge of Allegiance
Approval of Minutes: August 4th, 2020
County Librarian's Report for September 2020
Approval of Personnel Actions September 1st, 2020

COMMITTEE REPORTS

Facilities	Finance	Personnel
Nominating	Foundation Liaison	Friends Liaison

OTHER REPORTS:

Friends of TCPL
TCPL Levy Rate

OLD BUSINESS:

NEW BUSINESS:

TCPL Background Check Policy
TCPL Fiscal Body
Automation Position

OTHER BUSINESS:

Approval of Claims
Comments from the Public
Comments from the Board
Comments from the Director

ADJOURNMENT

TIPPECANOE COUNTY PUBLIC LIBRARY
REGULAR BOARD MEETING
627 South Street, Lafayette, Indiana
August 4, 2020

MINUTES

Notice of the date, time, place and agenda for this meeting was posted in prominent public view at the Library and mailed to requesting media on Thursday, July 30, 2020 in conformity with the Indiana Open Meeting Act.

PRESENT:
Gail Summers, President
Stephen Bultinck, Vice-President
Mary Springer, Secretary
Dave Lahr, Treasurer
Mida Grover, Member
Brandon Hawkins, Member

ABSENT:
Lora Goonewardene, Member

GUESTS
Jim Plantenga, Friends President
Jos N. Holman, County Librarian

Board President Gail Summers chaired the regular Board meeting and called it to order at 7:05 p.m. A quorum was declared to conduct business for the library. President Summers directed Board Treasurer Dave Lahr to lead the Board in reciting the Pledge of Allegiance. He did so.

Board member Mida Grover moved the **Board Minutes** of July 7th, 2020 be approved as presented. Board Treasurer Dave Lahr provided a second. The motion passed.

Under the heading of the **County Librarian's Report**, Mr. Holman reported on several activities associated with library operations. Mr. Holman mentioned TCPL implemented a "greeting station" approach with the July 15th reopening and abbreviated hours. When assigned, TCPL staff members share information and expectations about the reopening guidelines. Library customers without masks on are offered masks free of charge. Most customers are cooperating with the request to wear masks. Downtown Youth and Reference staff members primarily staffed the station, but other departments will participate in the assignment in the future. A bookmark was developed to share the guidelines and provide current operational hours including hours for Wea Prairie. Mr. Holman commented on the grand opening celebration of Wea Prairie. He thanked the Board members for their attendance and also thanked everyone whose efforts helped make the day a success. Mr. Holman indicated the activity was a real culmination of all the recent behind the scenes work and two years of background work to make Wea Prairie a reality. The grand opening went fairly well, especially given the uncontrollable weather. The excitement created many positive comments and immediate use. So far, staff created 79 new library cards and 113 replacement cards. There are a few challenges to work through, i.e. YA shelving, errors in some bibliographic records and public

internet access. These items should be resolved by mid-August. Custom Cuts Lawn Care has been contracted to mow the lawn for the summer. Slowly, progress is being made on the StoryWalk Trail. We are in the process of getting cost estimates for earthwork for the trail. Finally, Mr. Holman stated TCPL held its annual meeting to discuss the mid-year review of the staff health insurance program. CIGNA representative Michele Vachon met with Human Resource Coordinator Steve Berman, insurance broker Jim Gothard and the County Librarian. Though it has been a costly claim benefit year, it is anticipated TCPL's health insurance renewal will have a reasonable increase in the 2021 premium.

Mrs. Grover moved to approve the August 4th, 2020 **Personnel Actions.** Board Vice President Stephen Bultinck provided a second. The motion passed.

Under the heading of **Committee Reports,** Board Treasurer Dave Lahr reported for the Finance Committee. Mr. Lahr reported the committee met and reviewed the draft 2021 Operating budget. By showing comparative years and expenditures through June 30, Mr. Holman explained the format of the budget, percentage increases in specific budget lines, and explanatory reasons for other changes. Committee members made suggestions about what was presented and commented on incorrect calculations. Also, under the heading of **Committee Reports**, President Summers reported for the Ad Hoc Strategic Plan committee. She shared the committee met and reviewed the proposals on hand. Initially, there was consensus on a specific proposal, but the committee anticipated receiving one more proposal. Also, the committee directed the County Librarian to check references on the proposal and also to ask a couple of cost related questions. The top two proposals were included in the Board packet for full discussion. Each committee member summarized their thoughts on the proposals. The County Librarian shared the results of the reference checks. The full Board further discussed the costs, advantages, and best fit for TCPL and ranked their first and second choice. In lieu of taking action under the heading of Old Business, Mrs. Grover moved to approve the Standerfer Consulting proposal, give the County Librarian the authority to award the contract and to engage the second choice if Standerfer Consulting does not accept the offer. Mr. Bultinck provided a second to the motion and the motion passed.

Under the heading of **Other Reports,** President Jim Plantenga reported for the Friends of TCPL. Mr. Plantenga shared donations continue to be accepted with the process utilizing the back loading dock. The Friends were planning a children's book sale for Saturday, August 22nd, however limitations by the Tippecanoe County Health Department have raised several concerns. The Friends are no longer sure if the sale slated for the Alabama Street storage building parking lot will take place. The book sale committee will hold a meeting to finalize its decision on this activity.

Also under the heading of **Other Reports**, Mr. Holman presented his observations on the activities for the grand opening celebration at Wea Prairie. He also solicited feedback from the Board regarding the celebratory activity. Several Board members offered mostly positive comments about what took place. Overall, given the timing of the weather, the ribbon cutting activity was successful. Finally,

under the heading of **Other Reports**, Mr. Holman used the video projector to share the draft version of the 2021 Operating Budget. Mr. Holman made several explanatory comments and pointed out year-to-date expenditures are not at the usual levels in most categories. He indicated the draft budget does not take in the maximum levy for 2021 and also library spending this year is obviously different this year than last year. Finally, Mr. Holman highlighted the comparison of the total budget amount year to year.

The Strategic Plan discussion anticipated to be held under the heading of **Old Business** was completed with the committee report of the Ad Hoc Strategic Plan.

There was no **New Business** to consider.

Under the heading of **Other Business,** Mr. Lahr moved to approve the grand total of the claims listing presented by the County Librarian starting with claim number 29933 through 30017. The prewritten claims were $209,782.68 and the regular claims were $202,483.63 for a grand total of $412,266.31. Mr. Bultinck seconded the motion. The motion passed.

Under **Comments from the Director**, Mr. Holman informed the Board of two future action items. Both action items are based on recent changes in state law. First, the Board will need to consider and adopt a policy related to criminal background checks. Second, the Board will need to consider and adopt a resolution designating its fiscal body, then forward the information to the Indiana State Library. Both topics are fairly straightforward and initially will be considered at the Board's September meeting.

Mrs. Grover moved to adjourn the regular Board meeting at 8:04 p.m. Mr. Lahr seconded the motion. The motion passed.

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Steve Bultinck, Vice President

EXHIBITS AND OTHER MATERIALS REFERENCED IN THESE MINUTES CAN BE INSPECTED AND COPIED IN THE ADMINISTRATIVE OFFICE, TIPPECANOE COUNTY PUBLIC LIBRARY, 627 SOUTH STREET, LAFAYETTE, INDIANA 47901-1470.

County Librarian's Report
September 2020

1. TCPL continues to make adjustments to factors connected to providing programs, services and resources to library users. Starting Tuesday, September 8th, TCPL will modify its hours by eliminating the "senior and others at risk" hour. With mask wearing, local school openings and the calculated building capacity, it seems TCPL can accommodate use by all ages during the 10:00 a.m. hour. If there are unanticipated consequences of this decision, TCPL will reconsider it.
2. The first collaboration between the Wea Prairie Branch and Wea Prairie Elementary took place on Thursday, August 13th, 2020, when two TCPL staff members participated in a school sponsored event. The Wea Ridge Elementary "***Meet the Kindergarten Teacher***". Staff spoke to an estimated 75 kindergarten students and their families. Staff members were able to create ten library card accounts, replace five lost cards, and renewed several library accounts as well. We anticipate more opportunities for collaboration will occur in the future.
3. As we move toward September, TCPL is ramping up to have a low-key Library Card Sign-Up Month. As all TCPL locations issue new library cards during the month, customers who receive new cards will be offered "Wonder Woman" themed bookmarks and stickers associated with celebrating the month. Usually during this month, TCPL also provides free replacement library cards instead of charging the $1 replacement fee.
4. Regarding Facilities, the Klondike Branch is experiencing an unusual circumstance as part of the exterior of the building is losing siding. On the building's north side, strong winds or aging materials are impacting the esthetic look of the building and it seems to be challenging to find a good solution. TCPL is seeking analytical observations and cost quotes from local building and repair experts with the needed expertise. More information will be shared when it is known. Also on a Facilities related topic, TCPL has finally received soap dispensers for the main men and women's public restrooms at Wea Prairie. These items were overlooked in the original construction activity as owner provided and contractor installed. It is great to have this issue resolved. Finally, regarding Facilities and also connected to Wea Prairie, there is an unusual development related to the erosion of soil at the southwest corner of the retention pond. Options for corrective action may be an expense to TCPL. Details will be shared at the Board meeting.
5. With the retirement of Alison Moss at the end of October 2019, TCPL's Reference department has been without a full-time supervisor. New Head Reference Librarian, Victoria (Tori) Tracy started work on August 24th and has been training with the County Librarian during her first week. Tori's professional library experience covers public and academic libraries and includes a stint as a library director at a small public library in Illinois. Also a new Library Assistant will start in the Reference department on Monday, August 31. Carissa Yonan is a Purdue graduate who has worked with rare manuscripts and is planning to enroll in a remote learning MLS program.
6. Plans are being made for TCPL Staff Day which will take place on Monday, October 12th. One of the key aspects of the morning activity will include engaging work with strategic plan consultant, Amanda Standefer. Likely, activities this year will be shortened to spend less hours together in a large group, but we will still provide lunch for staff.
7. The County Librarian is in the process of completing an application with the Indiana Bond Bank (IBB). If successful, the application for a direct loan from the IBB will go toward the funding of a new vehicle to conduct outreach services with the community. The loan will also help maintain TCPL's tax rate in its debt fund.
8. The County Librarian completed the first step in the 2021 budget process by submitting the Notice to Taxpayers of the estimated 2021 budgets and maximum levy for the Operating and BIRF funds. By submitting the notice to Taxpayers, TCPL is allowed to hold its "public hearing" on the 2021 budgets. Next, we finalize the budget for adoption at the October 6th Board meeting.

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Indianapolis, Indiana 46219-1791
Office: (317) 356-7078 * Fax: (317) 351-2878
www.in.gov

INDIANA
A State that Works

Inspector: James M. Wolf Jurisdiction: Tippecanoe County Date: 16-Jul to 8/15/ 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	1			1
Hopper Scales				
Computing Scales	1			1
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	382	34		416
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Lincare (Sagamore & Greenbush)

Ed Farrell Ginsing

30 Friendly Market Twyck - 30 Payless Maple Point -
30 Murphy (29pass-1Fail) - 36 TowerCorner (15pass-21
48 Circle K ParkEast (42pass-6fail) - 28 SuperTest
24 Marathon Saga - 24 Marathon Teal (14pass - 10Fail)
24 BP Teal Rd. - 24 GoLo Teal (21pass - 3fail)
37 SuperTest (33pass - 4 Fail) - 8 Newton Oil Fara (4p-
6 Newton Oil 30th (5pass - 1fail) - 24 Family Express US
7 Newton Oil 460E (4pass - 3fail) - 36 Family Express 3

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	384	34	0	418