



August 21, 2020

Lafayette Redevelopment Commission
20 North 6th Street
Lafayette, Indiana 47901

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

Dear Commissioners:

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

Project Description

The proposed project includes the construction of a new municipal building and parking garage to be located along the south side of Columbia Street between 6th Street and 7th Street in Lafayette, Indiana. The building will be a five (5)-story structure of slab-on-grade, approximately 70,000 square feet (ft²) in size. The parking garage will also be a five (5)-story structure with a raised public civic space. The project area currently consists of several parcels with parking lots and buildings. We understand that the geotechnical engineering investigation outlined in this proposal will be performed after the existing site structures are demolished.

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

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

Drilling Services

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

Laboratory Services

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

Engineering Services

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

Estimated Project Cost

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

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

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

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

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

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

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

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

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

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

Sincerely,
Patriot Engineering and Environmental, Inc.



Michael Hammond, P.E.
Geotechnical Engineer



Salim Ilmudeen, P.E.
Principal Engineer

ATTACHMENTS

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

Past Patriot Projects

Proposed Boring Location Map

Geotechnical Personnel

Select Resumes

Insurance Certificate

Fee Schedule

Terms and Conditions Proposal

Acceptance Agreement

Additional Details of Scope of Work and Limitations

Objectives

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

Utilities

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

Backfill Materials

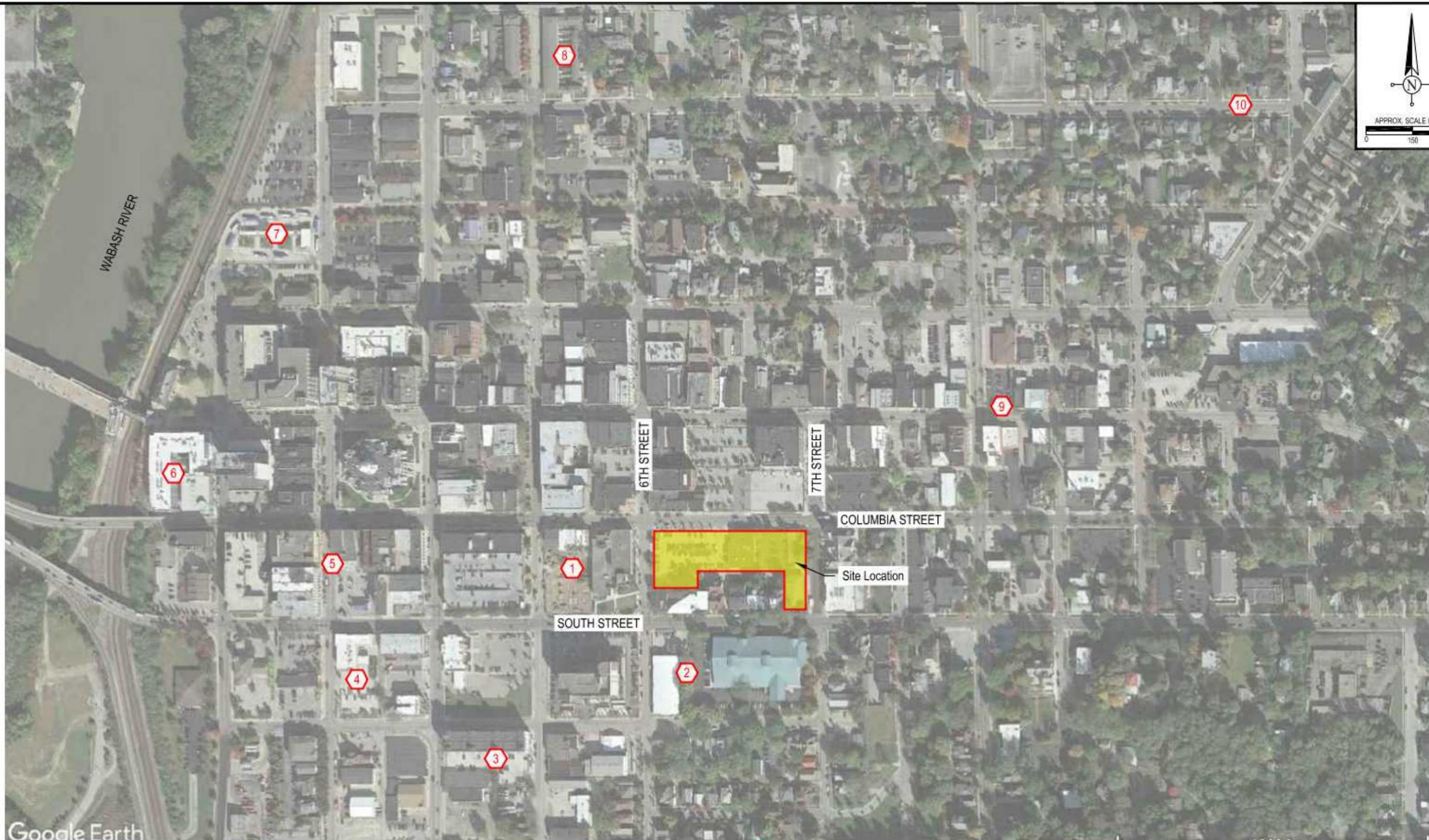
If the boreholes will be backfilled with auger cuttings upon completion of the borings, it should be noted that it is standard practice in drilling test borings to backfill with the auger cuttings. However, sometimes the backfill will settle after the borings have been completed, requiring a return trip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

Scope of Work Limitations

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

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

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



PATRIOT PROJECTS

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

Project: Lafayette Municipal Building
Columbia Street
Lafayette, Indiana

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

Attachment A
Area Project History Map



Patriot Engineering &
Environmental, Inc.

LEGEND

⊕ Proposed Soil Boring Location

NOTES:

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

Project: Lafayette Municipal Building
Columbia Street
Lafayette, Indiana

| | |
|----------------------------|----------------------|
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Appendix B

Proposed Boring Location Map

Patriot Engineering and Environmental, Inc.
Geotechnical Division

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



Salim M. Ilmudeen, PE Senior Project Engineer

FIELDS OF EXPERTISE

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

REGISTRATION & CERTIFICATION

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

EDUCATION

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

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

PROFESSIONAL SUMMARY

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

SELECTED PROJECT EXPERIENCE

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





William D. Dubois, PE Senior Principal Engineer

FIELDS OF EXPERTISE

Geotechnical engineering; materials engineering; environmental consulting.

REGISTRATION & CERTIFICATION

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

EDUCATION

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

PROFESSIONAL SUMMARY

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

PROFESSIONAL AFFILIATIONS

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

SELECTED PROJECT EXPERIENCE

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





Michael Hammond, P.E. Project Engineer

FIELDS OF EXPERTISE

Geotechnical Engineering:

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

REGISTRATION & CERTIFICATION

Professional Engineer, P.E. - Indiana

EDUCATION

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

B.S., Civil Engineering
Trine University, 2014

PROFESSIONAL SUMMARY

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

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers

SELECTED PROJECT EXPERIENCE

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

Roadways:

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

Apartments/Housing:

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

Education:

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

Power Plants/Utilities:

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

Medical:

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

Commercial Developments:

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

Geotechnical Instrumentation:

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



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

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

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.

PHONE: 317-576-8058

FAX: 317-576-1965

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: **Lafayette Municipal Building**

Project Location: **Lafayette, Indiana**

Description of Services: **Geotechnical Engineering Investigation**

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

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

Firm:

Address:

City: State: Zip:

Attention:

Telephone: Fax: Email:

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

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

Financial
(Current bank or other lender)

Name:

Supplier
(Current account with Client)

Name:

Trade
(Engineer, Contractor, Other, etc.)

Name:

Contact:

Contact:

Contact:

Account No.:

Account No.:

Account No.:

Phone No.:

Phone No.:

Phone No.:

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

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE ACCEPTED: _____

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

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder

Shelly Henriott

ATTEST:

Dave Moulton

Josh Loggins