Tippecanoe County Board of Commissioners

Meeting
Monday, August 17, 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 3, 2020

Documents:

AGENDA08172020MINUTESFROM08032020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. HEALTH- AMANDA BALSER

Overdose Awareness Day

VI. HIGHWAY- STEWART KLINE

Engineering Services Agreement with American Structurepoint Inc for CR 500 E & CR 400 S Reconstruction Project

Warranty Deed- Bridge #32 Project- Parcel 1- Stephen K LeMaster

Temporary Highway Easement Grant- Bridge #32 Project- Parcel 1- Stephen K LeMaster

Warranty Deed- Bridge #32 Project- Parcel 6- Jason A & Tobi Summers

3 Year Construction Maintenance Bond- Rhinehart Excavating Inc for $5,000 for work in all County right-of-way

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

Documents:

AGENDA08172020HIGHWAYAGREEMENTSTRUCTUREPOINT.PDF
AGENDA08172020HIGHWAYWARRANTYDEEDBRIDGE32LEMASTER.PDF
AGENDA08172020HIGHWAYTEMPEASEMENTBRIDGE32.PDF
AGENDA08172020HIGHWAYWARRANTYDEEDBRIDGE32SUMMERS.PDF
AGENDA08172020HIGHWAYCONSTRUCTMAINTBONDRINEHART.PDF
AGENDA08172020HIGHWAYCONTUATIONCERTBERRY.PDF

VII. SHERIFF- BOB GOLDSMITH

2021 Positions- Eliminate jail deputy position & create merit sergeant position

VIII. PROSECUTOR- PAT HARRINGTON

2021 New Position

IX. GRANTS- SHARON HUTCHISON

X. YOUTH SERVICES- REBECCA HUMPHREY

MOA's with Lafayette School Corporation, Tippecanoe School Corporation, and West Lafayette School Corporation for Truancy Mediation Services

Contract with Lafayette School Corporation for an Activities Bus through JDAI grant

Contract with Hope Alright for training on Trust Based Relational Interventions (TBRI)

Documents:

AGENDA08172020YOUTHSERVICESAGREEMENTHOPEALIGHT.PDF

XI. UNFINISHED/NEW BUSINESS

XII. 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 3, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

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

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

II. APPROVAL OF MINUTES from Monday, July 20, 2020.

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

III. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett

The claims from July 23, 2020 through August 3, 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 July 24, 2020 was recommended for approval without exception.

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

V. HIGHWAY – Stewart Kline presented and recommended:

A. Payment Bond and Performance Bond with Duncan Robertson Inc for $727,490.20 for Bridge #133 Replacement.
- Commissioner Byers moved to approve the bonds as presented, second by Commissioner Murtaugh. Motion carried.

B. 3-Year Construction Maintenance Bond for North Creek Properties Inc., in the amount of $5,000 for 9020 Yorktown Street in Stockwell.
- Commissioner Byers moved to approve the bond as recommended, second by Commissioner Murtaugh. Motion carried.

C. Continuation Certificate for Indiana Gas Company Inc d/b/a Vectren Energy Delivery of Indiana & United Telephone Company of Indiana Inc, in the amount of $5,000 for work in all county rights-of-way.
- Commissioner Byers moved to approve the certificates as submitted, second by Commissioner Murtaugh. Motion carried.

VI. INFORMATION TECHNOLOGY – Max Walling presented and requested:

A Standard Mandatory Notice and Consent Provisions for all County information Systems User Agreement. The purpose of this agreement is to clarify acceptable and unacceptable use of the County computers.

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

VII. HEALTH – Khala Hochstedler & Doug Masson presented and requested:

Memorandum of Understanding with Purdue University for COVID-19 contact tracing. Purdue University will complete contract tracing for its faculty and students and provide a weekly spreadsheet of the information collected, to the Tippecanoe County Health Department. This spreadsheet will also identify athlete vs. non-athlete cases.

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

VIII. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. Health Department with Indiana State Department of Health for funding to continue the WCI/Fetal Infant Mortality Review (FIMR) program. An updated MOU with IU Health and Franciscan Alliance is in progress. No match to the County required.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

B. TEMA for the 2020 EMPG Salary Reimbursement application for a small percentage of the EMA Executive Director, Assistant Director, and Administrative Assistant.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

C. LEPC for the 2021 HMPG Grant to send delegates to HAZMAT conference to increase the effectiveness of the safe and efficient handling of hazardous material incidents and enhance implementation of the Emergency Planning and Community Right-to-know Act (EPCRA).
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

D. Community Corrections for the 2021 Justice Partners Addictions Response Grant, up to $60,000.00 To support the Sequential Intercept Model approach to enhance collaborative partnerships between local criminal justice system and behavioral health care providers in the Community.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

Permission to Accept Grants funds:

Health Department for the Continuation of the Immunization Grant from the ISDH for $55,000 for the 2021 Grant year.

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

IX. CHANGE ORDER FOR FAIRGROUNDS PROJECT – Commissioner Byers:

Change order # 5 with JR Kelly in the amount of $9,170 for time and material for cold weather concrete, column revisions, extra floor cleaning, brick paver preparation and mud slab for soil mitigation for footing.

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

Change order #1 with ESCO Communications in the amount of $ 17,570, for updates to the speakers and wiring throughout the Fairgrounds.

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

X. ADDITIONAL SERVICE AUTHORIZATION FOR CENTRAL OFFICES (FORMER YMCA) – Commissioner Byers:

Change order with Browning Day Mullins Dierdorf in the amount of $4,500 to complete drawing revisions and provide structural consulting.

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

XI. UNFINISHED/NEW BUSINESS -None

XII. REPORTS ON FILE

-Crystal Creek Boarding Kennel
-MatchBOX Coworking Studio

XIII. PUBLIC COMMENT

Commissioner Byers stated that starting August 10th, demolition crew would be out at the Fairgrounds to start taking down some buildings.

Commissioner Byers moved to adjourn. Vice President Murtaugh 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 8/17/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

LOCAL FUNDED
ENGINEERING AGREEMENT

This Agreement is made and entered into August ___, 2020, by and between Tippecanoe County, acting by and through the Commissioners of Tippecanoe County, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the engineering services for the project hereinafter described; and

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services for the project hereinafter described; and

WHEREAS, the parties hereto agree that said CONSULTANT shall provide the services and documents hereinbefore and hereinafter described in relation to the following described project:

CR 500 E and CR 400 S Reconstruction

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

Section I. Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", which is attached to this Agreement and incorporated herein by reference.

Section II. Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", which is attached to this Agreement and incorporated herein by reference.

Section III. Notice to Proceed Schedule

The CONSULTANT shall begin the services to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue notice to proceed on all or part of the services included in this Agreement subject to available funding.

Section IV. Compensation

The CONSULTANT shall receive payment for the services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and incorporated herein by reference.

Section V. General Provisions

1. Work Office

The CONSULTANT shall perform the services under this Agreement at the following office(s):

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

2. Subletting Assignment of Contract

No portion of the services under this Agreement shall be sublet, assigned, or otherwise disposed of, except with the consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign, or otherwise dispose of any portion of the services under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subconsultant shall not subcontract any portion of its services under this Agreement.

3. Ownership of Documents

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

4. Access to Records

Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY.

5. Permit Applications

The CONSULTANT agrees that, in performance of the services herein enumerated by him or by a subconsultant, he or they will assist the LOCAL PUBLIC AGENCY in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

6. Liability for Damages

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The LOCAL PUBLIC AGENCY agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the LOCAL PUBLIC AGENCY's contract with the General Contractor. The LOCAL PUBLIC AGENCY also agrees that the LOCAL PUBLIC AGENCY, the CONSULTANT, and the CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional

insureds under the General Contractor's policies of general liability insurance on a primary and non-contributory basis.

The CONSULTANT shall be knowledgeable of applicable national and state laws and municipal ordinances and regulations affecting the CONSULTANT's services or performance under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents, and employees, against any liability, including reasonable attorney's fees, based on the violation of applicable laws, regulations, or ordinances.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and any employees of it from and against all damages, losses, and expenses, including but not limited to, reasonable attorney's fees resulting from the services performed under this Agreement, to the extent such damage, loss, or expense is caused by the negligent acts or omissions of CONSULTANT, its subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnities that would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to services performed under this Agreement to:

Tippecanoe County Commissioners
20 N 3rd Street
1st Floor
Lafayette, Indiana 47901

The CONSULTANT's indemnity obligations shall survive the completion, cancellation, or early termination of the Agreement.

7. Worker's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds hereinafter described provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement performed by CONSULTANT.

The CONSULTANT shall require the same of its subconsultants performing services covered by this agreement. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that written notice will be given to the LOCAL PUBLIC AGENCY if the policies are canceled. In the event that such written notice of cancellation is given, the LOCAL PUBLIC AGENCY may at its sole option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds of insurance required are as follows:

a) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law, specifically including coverage for the State of Indiana. This agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the CONSULTANT's services.

b) The CONSULTANT shall maintain a Comprehensive General Liability form of insurance. The policy shall include LOCAL PUBLIC AGENCY as an additional insured. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the Agreement, and this shall appear on the certificate.

c) The CONSULTANT shall maintain a Comprehensive Automobile form of insurance. This coverage may be provided either as a separate policy or as part of the Comprehensive General Liability form of policy described previously. The automobile insurance must include coverage for all owned, non-owned, and hired vehicles.

d) CONSULTANT shall maintain Professional Liability coverage. The Professional Liability coverage shall be in effect from the effective date of this Agreement and the CONSULTANT shall endeavor to keep coverage in effect continuously, if available to the engineering profession and of reasonable

premium level. Coverage also shall extend to employees who may retire, transfer, or otherwise cease employment with the CONSULTANT during the coverage period only for work done on behalf of the CONSULTANT.

8. Progress Reports

The CONSULTANT shall submit a Progress Report to the LOCAL PUBLIC AGENCY with each request for payment showing progress to the ending date of the period for which the claim is being made. The report shall consist of a progress chart with the initial schedule over which shall be superimposed the current status of the CONSULTANT's services.

9. Changes in Work

In the event that the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the CONSULTANT's services after the services have progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the services as modified shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

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 Agreement. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

11. Suspension of Services

The LOCAL PUBLIC AGENCY reserves the right to suspend this Agreement for any reason upon written notice. If the Project or the CONSULTANT's services are suspended by the

LOCAL PUBLIC AGENCY for more than sixty (60) calendar days, consecutive or in the aggregate, over the term of this Agreement, the CONSULTANT shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the LOCAL PUBLIC AGENCY shall compensate the CONSULTANT for expenses incurred as a result of the suspension and resumption of its services, and the CONSULTANT's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the CONSULTANT's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the CONSULTANT may terminate this Agreement upon giving not less than ten (10) calendar days' written notice to the LOCAL PUBLIC AGENCY.

If the LOCAL PUBLIC AGENCY is in breach of the payment terms or otherwise is in material breach of this Agreement, the CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability to the LOCAL PUBLIC AGENCY, and the LOCAL PUBLIC AGENCY agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the LOCAL PUBLIC AGENCY. Upon receipt of payment in full of all outstanding sums due from the LOCAL PUBLIC AGENCY, or curing of such other breach which caused the CONSULTANT to suspend services, the CONSULTANT shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the services performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment, which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump-sum basis, and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

12. Termination

The LOCAL PUBLIC AGENCY may terminate this Agreement for the LOCAL PUBLIC AGENCY's convenience and without cause upon giving the CONSULTANT not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

b. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

c. Suspension of the Project or the CONSULTANT's services by the LOCAL PUBLIC AGENCY for more than ninety (90) calendar days, consecutive or in the aggregate;

d. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the LOCAL PUBLIC AGENCY shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

In the event of termination of this Agreement by either party, the LOCAL PUBLIC AGENCY shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

If the LOCAL PUBLIC AGENCY terminates this Agreement under item a above, LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. No further compensation will be made to the CONSULTANT for services completed but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, 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 Agreement, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of failure by the CONSULTANT to make such delivery upon demand, then and in that event, the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damages it may sustain by reason thereof.

When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the respective party at its last known address.

13. Standard of Care

The CONSULTANT shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT.

Neither the LOCAL PUBLIC AGENCY's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement. Any construction costs, legal fees, and administrative costs incurred by the LOCAL PUBLIC AGENCY due to negligent performance or errors in design by the CONSULTANT shall be paid by the CONSULTANT.

14. Non-Discrimination

The CONSULTANT and his subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this 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,

handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators, and assignees, to the other party of this Agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

17. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

18. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

Tippecanoe County Commissioners
20 N 3rd Street
1st Floor
Lafayette, Indiana 47901

CONSULTANT:

Willis R. Conner, President
American Structurepoint, Inc.

9025 River Road, Suite 200

Indianapolis, Indiana 46240

19. Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the LOCAL PUBLIC AGENCY and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The LOCAL PUBLIC AGENCY and the CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

American Structurepoint, Inc.

By: _____
Cash E. Canfield, Exec. Vice President

LOCAL PUBLIC AGENCY

Tippecanoe County Commissioners
Tippecanoe County, Indiana

By: _____
Tracy Brown, President

By: _____
Thomas Murtaugh, Vice President

By: _____
David Byers, Member

Attest: _____
Bob Plantenga, Auditor

Date: _____

(Form approved by the Attorney General.)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

)

COUNTY OF MARION)

The undersigned, being duly sworn on oath, says that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the face of the agreement.

American Structurepoint, Inc.

(Firm Name)

9025 River Road, Suite 200, Indianapolis, Indiana 46240

(Firm Address)

Cash E. Canfield

(Signature)

Cash E. Canfield

(Print or Type Name)

Subscribed and sworn to before me this 10th day of August, 2020.

Anna Jane Skelton

Notary Public

Anna Jane Skelton

(Typed Name)

My Commission Expires: 05-17-2026

County of Residence: Hamilton

Anna Jane Skelton
Notary Public, State of Indiana
Hamilton County
Commission Number 0713573
My Commission Expires
May 17, 2026

Appendix "A"

SCOPE OF SERVICES

GENERAL

The CONSULTANT shall provide topographic survey, wetland investigation and waters report, traffic counts, a traffic study, road design, right-of-way engineering and land acquisition, and permitting services for the reconstruction of CR 500 E., CR 400 S, and intersection improvements at CR 500 E & SR 52 and CR 400 S & SR 52, along with intersection improvements to align the individual legs of the intersection at CR 500 E & CR 400 S.

A. PROJECT MANAGEMENT

The CONSULTANT shall manage the efforts of the project design and coordinate those efforts with the OWNER. The CONSULANT shall provide the owner with progress reports monthly and at each milestone stage. The CONSULTANT shall coordinate the efforts of the geotechnical subconsultant.

B. TOPOGRAPHIC SURVEY

1. The CONSULTANT shall provide the field survey required for preparation of design plans in conformance with the requirements of Chapter 106 of the Indiana Department of Transportation (INDOT) Design Manual (Survey Manual).

2. The survey limits are generally described below:

    a. Along US 52 from CR 450 E (Dale Dr) to CR 450 S with a total length of not more than 4,500 linear feet. The survey corridor width shall be no wider than 200 feet.

    b. Along CR 500 E from CR 450 S to Old CR 350 S with a total length of not more than 5,400 linear feet. The survey corridor width shall be no wider than 120 feet excèpt at the intersection of US 52 where the survey corridor will widen to not more than 250 feet.

    c. Along CR 400 S from US 52 to 1,300 east of CR 500 E with a total length of not more than 3,000 linear feet. The survey corridor width shall be no wider than 120 feet except at the intersection of CR 500 E where the survey corridor will widen to not more than 300 feet.

    d. No more than an additional 50 linear feet along all private drives and approaches directly adjacent to US 52, CR 500 E, and CR 400 S for the project limits described in B.2.a-c.

3. The CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. The CONSULTANT will not be

responsible for damages resulting from a utility company who does not respond or for utilities that are not marked or that are mismarked.

C. ENVIRONMENTAL SERVICES

Wetland Delineation and Waters Report

The proposed project includes conducting a delineation of anticipated aquatic resources and preparation of a Wetland Delineation and Waters Report performed in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. The proposed Scope of Services for the Wetland Delineation and Waters Report includes the following:

1. Records Review

    a. Review USGS Topographic mapping to evaluate shape and elevation of the land, drainage patterns, and vegetation, associated with the study area and surrounding area

    b. Review the National Wetland Inventory mapping maintained by the US Fish and Wildlife Service to evaluate any potential baseline wetland mapping already established for the study area

    c. Review high-resolution orthophotography from the Indiana Geographic Information Council to evaluate land use of the study area and surrounding area, and other features such as waterways, drainage patterns, flooding, or dark coloration of surface soils indicating hydric soils

    d. Review the Tippecanoe County Soil Survey to determine soil classification and drainage features within the study area.

    e. Prepare a written summary of the records review, including narrative description of physical setting of the study area

2. Field Reconnaissance of the Study Area

    a. Investigate and evaluate site in compliance with the Corps of Engineers Manual for Wetland Delineation.

    b. Collect the appropriate number of data points to sufficiently document the presence and/or absence of wetlands and their boundaries based on an assessment of plants, soils, and hydrology observed on the site

    c. Identifying any drainage channels, and assess their habitat using the methodology described in Methods for Assessing Habitat in Flowing Waters: Using the Qualitative Habitat Evaluation Index (QHEI) Manual (Rankin 1995 and 1989; and Platts et al., 1983)

    d. Photo-document the study area, including all data points, aquatic resources, and drainage features

e. Prepare a summary of the field reconnaissance, including narrative and tabular summaries of site conditions observed and exhibits depicting site conditions, including aquatic resource acreage and/or linear feet

3. Prepare Evaluation and Report

a. Prepare a written report summarizing the results of the records review and field reconnaissance consistent with the 1987 US Army Corps of Engineers Wetland Delineation Manual. The report will be acceptable to both the US Army Corps of Engineers and the Indiana Department of Environmental Management.

b. Include the Environmental Professional's opinion of the jurisdictional analysis of the aquatic resources identified in the study area

D. TRAFFIC STUDY

1. Perform traffic volume counts on a typical weekday from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM at the following study intersections:

Intersection #1 -	CR 500 E & CR 350 S
Intersection #2 -	CR 500 E & CR 400 S (north intersection)
Intersection #3 -	CR 500 E & CR 400 S (south intersection)
Intersection #4 -	CR 500 E & US 52
Intersection #5 -	CR 400 S & US 52
Intersection #6 -	CR 500 E & CR 450 S

2. Adjust the collected traffic counts to account for possible reductions in traffic due to COVID-19.

3. Assess the 3-year crash history data at the following study intersections:

Intersection #4 -	CR 500 E & US 52
Intersection #5 -	CR 400 S & US 52

3-year crash history data shall be provided by the OWNER.

4. Review of existing truck traffic/patterns through the study area based on the collected traffic counts.

5. Review proposed land uses within the immediate study area and estimate the future truck traffic/patterns.

6. Review any available Traffic Impact Studies (TIS) for future nearby development in the surrounding area.

7. Forecast the design year traffic (year when project is open to traffic) based on an assumed annual growth rate.

8. Forecast the 20-year horizon traffic to account for future land development in the area. The 20-year forecast will be based on an assumed annual growth rate and generated traffic from any available TIS reports for the area.

9. Perform a vehicle capacity analysis (aka level-of-service analysis) and vehicle queue length analysis using the Highway Capacity Manual and Synchro / HCS software for the following study intersections, analysis time periods, and traffic volume scenarios:

Study Intersections / Locations

Intersection #1 -	CR 500 E & CR 350 S
Intersection #2 -	CR 500 E & CR 400 S (north intersection)
Intersection #3 -	CR 500 E & CR 400 S (south intersection)
Intersection #4 -	CR 500 E & US 52
Intersection #5 -	CR 400 S & US 52
Intersection #6 -	CR 500 E & CR 450 S

Analysis Time Periods

- Typical Weekday, AM Peak Hour
- Typical Weekday, PM Peak Hour

Traffic Volume Scenarios

- Scenario 1: Design Year Traffic
- Scenario 2: 20-Year Horizon Traffic

10. Develop a traffic study report that summarizes the analysis results and the recommended traffic control and number of intersection lanes at each of the study intersections. The report will include figures which illustrate the traffic volumes and intersection recommendations.
11. Attend up to three (3) project meetings.

E. ROAD DESIGN

The CONSULTANT shall prepare Preliminary Field Check (40%), Stage 3 (90%), and Final Tracings (100%) plans, special provisions for the specifications, and opinions of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, as well as Tippecanoe County Highway Department. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

The final roadway design limits shall be determined based on the traffic study recommendations but have been assumed to be contained within the limits shown on Attachment No. 1 and as described in B.2. The anticipated project design scope for CR 500 and CR 400 is described below:

- Two 12' travel lanes (one in each direction)
- 5' shoulders (4' paved)
- 14' clear zone (graded 5:1 beyond shoulder)
- 4' bottom ditches with 3:1 slopes
- No pedestrian or bicycle facilities are included
- Turn lanes as recommended in the Traffic Study

The anticipated project design scope along US 52 will be limited to a right turn lane at CR 400 S, right turn lane at CR 500 E, a left turn lane (in median) at CR 400 S, and a left turn lane (in median) at CR 500 E. The intersection improvements at US 52 and CR 500 & US 52 and CR 400 shall be limited to traditional intersections (i.e. no roundabouts).

It is assumed that traffic flow will be maintained along the existing roadways for the duration of the project construction by means of temporary widening (as needed) or constructing the widened roadway section prior to impacting the existing roadway.

The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40 percent complete plans) during the design phase.

F. HYDRAULIC ANALYSIS AND CULVERT DESIGN

The CONSULTANT shall design the open graded ditches along CR 500 & CR 400 to match the existing drainage pattern as closely as possible. New culverts under CR 500 and CR 400 shall be designed to Tippecanoe County Stormwater Technical Standards Manual (v. 2016) to convey storm water runoff to the existing ditches that drain away from the roadway improvements. The hydraulic analysis of the culverts shall be submitted to the Tippecanoe County Surveyor for review and approval. Analysis of downstream drainage facilities is not included and has been assumed to have been previously analyzed via a master drainage plan for the area. Analysis and design for 6 culverts within the CR 500 & CR 400 limits, is assumed and included in the project scope. Additional culverts, beyond 6, is not included in the scope and is subject to additional fee.

The CONSULTANT shall analyze the existing culvert under US 52 approx. 900 feet north west of CR 500 E intersection per INDOT Design Manual (2013). The culvert analysis will be used to prepare a hydraulic report for INDOT which is required for the Major Public Road Approach permit. The design and replacement of this culvert is not included in the project scope (analysis only).

Storm water runoff from the roadway widening and added turn lanes along US 52 is assumed to be adequately conveyed in the US 52 roadside ditches. Analysis of culverts under drives along US 52 is included in this scope. Analysis of culverts crossing US 52, beyond those mentioned, is not included in this scope and is subject to additional fee.

G. INDOT COORDINATION AND PERMITTING

The Consultant shall submit for a Major Public Road Approach Permit for the project improvements within the project limits through the INDOT EPS website. The Consultant shall coordinate with INDOT and the owner on the items required for the INDOT permit approval. The items included in this scope of work are as follows:

1. Traffic Impact Study (TIS)
2. Roadway Intersection Improvement Plans
3. Roadway Design Calculations
4. Pavement Design
5. Geotechnical Report
6. Hydraulic Report

The Owner shall provide the items listed to the Consultant for the Major Public Road Approach Permit Application.

1. Permit Bond
2. Signed Permit Application
3. Signed Consultant Consent Form
4. Permit Fees
5. Right-of-Way Title and Deed Information

Additional permit documents will be provided at the mutual agreement of the Consultant and the Owner. The Consultant does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the Consultant.

H. PAVEMENT DESIGN

1. The project includes pavement design services for CR 400, CR 500, and US 52. Pavement design for additional roadways is not included in this scope of work.

2. The CONSULTANT will review all geotechnical and traffic data to complete the pavement analysis for the project. If an existing pavement investigation is required, or if falling weight deflectometer testing is required, it will be considered an Additional Service.

3. The CONSULTANT will evaluate the recommended pavement treatment for HMA pavement, using AASHTOWare Pavement ME Design Software, according to The Indiana Design Manual, current INDOT practices, and current industry standards.

4. The CONSULTANT will prepare a final pavement design memo detailing recommendations, analysis, and assumptions involved in the pavement design.

5. It is assumed that the project will require full depth reconstruction of the existing pavement along CR 500 & CR 400. It is assumed US 52 would be widened only to include turn lanes based on the Traffic Study. If it is determined that portions of the existing pavement will be re-used; and a site investigation and patching table are required; it will be considered outside the scope of this contract.

6. The CONSULTANT shall review the CR 450 S. pavement section and recommend one full-depth pavement design section for widening US 52, and the sections will be evaluated as outlined in item H.3. US 52 Pavement design shall be submitted to INDOT as part of the Permit Application for the Major Public Road Approach.

I. UTILITY COORDINATION

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with Indiana Design Manual Chapter 104 and 105 IAC 13.

J. RULE 5

The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for construction.

K. MEETINGS

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, INDOT officials, and local stakeholders. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One scope meeting with Owner
2. Meeting with Tippecanoe County Surveyor
3. One meeting with INDOT to review the Traffic Study
4. One Final Plan meeting with the Owner
5. One meeting with utilities in addition to the field check

L. RIGHT-OF-WAY ENGINEERING

1. Right-of-Way Engineering

   a. The CONSULTANT shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.

   b. The CONSULTANT shall compare and study, in detail, all of the title information and survey data furnished with it, and the CONSULTANT shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL.

   c. The CONSULTANT may, with prior written approval of Owner, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by Owner for the purpose of completing the services included in this Agreement.

   d. The CONSULTANT may, with the prior written approval of Owner, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the services included in this Agreement.

   e. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.

2. Right-of-Way Staking

The CONSULTANT shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

3. Title Research Services

a. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

i) A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.

b. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

i) A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

c. Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

i) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.

ii) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

M. LAND ACQUISITION SERVICES

1. Project Management for Acquisition Services

a. CONSULTANT shall be responsible for administering, scheduling, and coordinating all activities necessary to certify right-of-way has been acquired and the project is clear for construction letting. This responsibility shall include:

i) Meetings, conferences, and communications with property owners, relocatees, attorneys, engineers, appraisers, buyers, and Owner

ii) Revisions to construction plans, right-of-way plans, plats, legal descriptions, and right-of-way stake-outs that may be required

b. These right-of-way services include all reasonable services as required to secure all parcels based on the approved engineering design or to recommend to the Owner that condemnation proceedings be filed.

c. The CONSULTANT shall make arrangements for delivery of payment to each property owner and/or displacee.

2. Appraisal

a. Information pertaining to the Appraisers shall be submitted to Owner prior to Owner giving the Notice to Proceed on the Appraising.

b. The Appraiser(s) shall be a licensed appraiser in the State of Indiana.

c. No services by the Appraiser(s) shall be sublet, assigned, or otherwise performed by anyone other than the Appraiser(s).

d. Should the quality and/or progress of the appraisals be deemed unsatisfactory, the Owner may terminate the services of the Appraiser(s) by giving five (5) days written notice. The earned value of the services performed shall be based upon an estimate of the portion of the services as have been rendered by the Appraiser(s) to the date of termination. All services, completed or partially completed, shall become the property of the Owner.

e. The Appraiser(s) shall examine the plans for this project and review in the field the various parcels herein designated.

f. The Appraiser(s) shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser(s) during the inspection of the parcel.

g. The Appraiser(s) shall follow accepted principles and techniques in evaluation of real property in accordance with state laws. Any appraisal that does not meet requirements shall be further documented or reappraised, as the case may be, without additional compensation to the Appraiser(s).

h. The Appraiser(s) will furnish the Owner, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the Owner.

i. The Appraiser(s) shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.

j. Where an entire property is to be acquired, the estimate of just compensation shall be the fair market value of the property. Where only part of a property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and non-compensable items and the treatment of general and special benefits. For whole or partial acquisitions, the appraisal report shall show what in the appraiser's judgment is a reasonable

allocation of the "before value" to the various land, building, and other improvement components. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value."

k. In estimating just compensation for the acquisition of real property, appraisal reports shall to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

l. Documentation of estimates of value (either the before, the after, or the acquisition value) of damages and/or of special benefits shall be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser(s) shall so state and explain why it is not feasible. In such instances, the Appraiser(s) must then fully explain the reasoning for the after value estimate.

m. The Appraiser's report shall conform to statutory and judicial determinations regarding non-compensable items.

i) The purpose of the appraisal, which includes a statement of value to be estimated and the rights or interests being appraised.

ii) Identification of the property and its ownership, including at least a 5-year delineation of title.

iii) Statement of appropriate contingent and limiting conditions, if any.

iv) An adequate description

v) Identified photographs of the subject property, including all principal above-ground improvements or unusual features affecting the value of the property to be acquired or damaged.

vi) An identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures that the Appraiser considers to be a part of the real property to be acquired.

vii) The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser(s) shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property.

viii) The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The effective date of value estimate must be the last day of inspection.

ix) The certification, signature, and date of signature of the Appraiser(s).

x) Other descriptive material (maps, charts, plans, and photographs).

xi) That the property owner was given the opportunity to accompany the Appraiser(s) during the inspection of the property.

n. Appraisal reports shall be typewritten and dated and signed by the individual making the appraisal.

o. Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report that affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.

p. The Appraiser(s) agrees/agree to furnish one white copy and one green copy of the appraisal report.

q. The Appraiser(s) agrees/agree to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the Owner on any of the parcels described herein. In consideration for actions taken, the Owner will agree in writing to fees for testimony prior to the date the Appraiser must testify.

r. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser(s) shall take all necessary steps to ensure neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the Owner, until authorized in writing by the Owner to reveal the communication to another designated party.

3. Negotiation/Buying

a. The CONSULTANT shall perform the buying services covered by this Agreement through the services of a subconsultant. The Buyer shall be a licensed real estate broker in the State of Indiana or an attorney licensed to practice law in the State of Indiana.

b. No services by the Buyer shall be sublet, assigned, or otherwise performed by anyone other than the Buyer.

c. The Buyer shall make every reasonable effort to acquire expeditiously parcels listed herein.

d. The Buyer shall make a prompt offer to acquire each parcel for the full amount that has been established and approved as just compensation for the acquisition. The Uniform Property or Easement offer letter shall be given each parcel owner or sent by certified mail with return receipt requested.

e. Upon initiation of buying, the Buyer shall provide owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount

that has been established by the Owner as just compensation for the proposed acquisition.

f. The Buyer shall perform the services under this Agreement in compliance with the following regulations:

i) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make a personal contact have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first-class mail or other means appropriate to the situation.

ii) The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the Buyer and approved by the Owner.

iii) A revised offer and summary statement of just compensation shall be provided to the owner if the extent of the taking is revised.

iv) The Buyer shall maintain adequate records to include a report for each parcel containing but not limited to:

(a) The date and place of contact

(b) Parties of interest contacted

(c) Offer made

(d) Counter-offer or reasons offer was not accepted

(e) The report must be signed and dated by the Buyer, and initiated by the person contacted.

v) The property owner may be given a copy of the report on each contact.

vi) When attempts to buy are unsuccessful, the Buyer shall prepare his/her recommendation for action and submit it to the Owner.

(a) The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.

(b) Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.

g. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the Owner unless authorized in writing by the Owner to reveal the information to another designated party.

h. Should the quality and/or progress of the buying be unsatisfactory, the Owner may terminate the services of the Buyer by giving five (5) days written notice. The earned value of the services performed shall be based upon the percentage of services completed at the time of the termination. All records of the Buyer and services completed or partially completed, shall become the property of the Owner.

i. If condemnation services are required, the CONSULTANT can provide them as an Additional Service.

4. Recording

a. Unless the Owner takes charge of recordation, the CONSULTANT shall record all documents necessary to provide clear title to the Owner. This may include but is not necessarily limited to deeds, easements, partial mortgage releases, etc.

N. GEOTECHNICAL SERVICES

The CONSULTANT shall make or cause to be made a geotechnical investigation compatible with the expected Project characteristics. The general scope of geotechnical services is attached as Exhibit A. In the event more extensive boring, sampling, and testing are needed, such services will be added via an amendment.

O. CONSTRUCTION PHASE DESIGN SERVICES

1. The Consultant shall review all shop drawings for this Agreement during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The Consultant's review will be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

2. Following the award of a construction contract, the Consultant will be responsible for attending the preconstruction meeting.

3. 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 will be made only by persons designated by the Owner 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 the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

4. As needed and directed by the Owner, the Consultant shall perform construction-phase utility coordination services.

P. DELIVERABLES

Upon completion and final approval of the services by the Owner, the CONSULTANT shall deliver to the Owner the following.

1. One (1) copy of the final Traffic Study report in Adobe Acrobat® .pdf format (latest version at the time of completion of the study)

2. One (1) copy of the Environmental Waters Report in Adobe Acrobat® .pdf format (latest version at the time of completion) via electronic delivery (i.e. FTP site).

For Final Road and Traffic Plans:

3. One (1) set of final approved tracings of the contract plans drawn to a suitable scale on standard 22" x 34" sheets.

4. Two (2) set of plans sheets and all right-of-way plats in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) and electronic computer-aided design (CAD) files in GIS (State Plane Coordinates) available via electronic delivery. CAD files shall be in AutoCAD 2012 format. The labeling on the submitted electronic media shall include the following:
    - o The Project Name
    - o The date of submittal
    - o The file formats used
    - o File contents

5. One (1) set (original) of all survey field notes (Transit and Level Notes), section plats, and subdivision plats for all surveys the CONSULTANT has performed on the project. The field notes are to be in approved Engineer Field Books.

6. One (1) set of Special Provisions for the Specifications

7. One (1) copy of the opinion of probable construction cost

8. One (1) copy of all design computations in Adobe Acrobat® .pdf format (latest version at the time of completion).

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the Owner. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

Q. EXCLUDED SERVICES

The following services are excluded as part of this project. American Structurepoint reserves the right to increase the not-to-exceed fee for project development services should the need for any of these services arise at the request of Citizens.

A. As-built Drawings

B. Abbreviated engineer's report

C. Environmental document preparation

D. Subsurface Utility Exploration

E. Landscape and/or Streetscape Design

F. Traffic Signal Design

G. Stormsewer Design

H. Stormwater Quality Design

I. Stormwater Detention Design

J. Lighting Design

K. Utility Relocation Design

L. Railroad Coordination

M. IDEM 401/404 Permitting

N. IDNR Construction in a Floodway Permitting

O. Contract Book Preparation (for Bidders)

P. Mitigation Services

Q. Intersection Safety Analysis

R. Roundabout Design

S. Federal or State Funded Submittals

T. Services resulting from changes of scope or magnitude of the project

U. Preparation of a Request for Corps Approved Jurisdictional Determination

V. Preparation of federal, state, or local permitting for impacts to identified regulated resources

W. Permit application fees or permit fees

X. Investigation and evaluation of potential mitigation or restoration planting site(s)

Y. Public Meetings (hearings, graphics, or renderings)

Z. Asbestos Inspections

AA. Structural or Retaining wall designs

BB. Headwall design

CC. Phased development and permitting (i.e. design and permitting services for scope of work included assumed to be rendered all at one time)

Appendix "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

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

b. Standard Specifications and standard drawings applicable to the project

c. All written views pertinent to the location and environmental studies that are received by INDOT or the LOCAL PUBLIC AGENCY

d. Traffic assignments, traffic signal warrants (new signal), traffic lighting warrants (new lighting)

e. Available data and previous studies from the transportation planning process

f. Utility plans available to INDOT or the LOCAL PUBLIC AGENCY covering utility facilities and the location of signals and underground conduits throughout the affected areas

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

h. Aerial survey information

i. All legal services as may be required for development of the project

j. An LOCAL PUBLIC AGENCY representative with decision-making authority for inquiries

k. Payment of all permit and review fees required by agencies having jurisdiction over this project data

l. Relocation plans for utility facilities owned by the local municipality that may be impacted by the Project.

Appendix "C"

SCHEDULE

All services by the CONSULTANT under this agreement shall be completed and delivered to the Owner for review and approval within the following approximate time periods, exclusive of Owner's review time.

For the purpose of contract control, the services will be submitted by the CONSULTANT to the Owner.

A. Topographic Survey
   1. Field Survey complete within 90 calendar days after receipt of notice to proceed from the Owner.

B. Environmental
   1. It is anticipated the wetland delineation fieldwork would be completed within 30-days of notice to proceed pending site access issues, flooding of the project area, or extenuating conditions, which would prevent or delay access. Wetland delineation fieldwork can only be completed during the growing season when vegetation is actively growing.
   2. A Draft Wetland Delineation and Waters Report will be sent to the CLIENT within 30-days of the completion of fieldwork. Response to comments and updates to the Draft Report would be completed within 10 business days of receipt of any comments from the CLIENT.

C. Traffic Study
   1. Draft traffic study report within 60 calendar days of Notice to Proceed.
   2. Final traffic study report within 30 calendar days from receipt of owner comments on the Draft traffic study report and early coordination meeting with INDOT.

D. Roadway Design and Right-of-Way Plans

   1. Preliminary Field Check Plans within 120 calendar days after survey is complete.

   2. Stage 3 Plans within 90 calendar days after receipt from the Owner of approval of the Preliminary Field Check Plans. This submittal is contingent upon completion of all permits, approved traffic study, approved pavement design, and approved geotechnical report.

   3. Final Tracings with Cost Estimates, Bid Documents, and Special Provisions within 60 calendar days after receipt from the Owner of approval of the Stage 3 Plans. This submittal is contingent upon completion of utility coordination and right-of-way clear.

Appendix "D"

COMPENSATION

The CONSULTANT shall be compensated for services to be performed under this Agreement a total fee not to exceed **$662,035** unless approved in writing by the Owner.

The Consultant shall be compensated for basic services to be performed under this Agreement on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed **$464,555** unless approved in writing by the Owner.

Section A: Project Management	$9,735
Section B: Topographic Survey	$67,520
Section C: Environmental Services	$10,400
Section D: Traffic Study	$24,500
Section E: Road Design Services	$254,400
Section F: Hydraulic Analysis & Culvert Design	$32,500
Section G: INDOT Coordination & Permitting	$9,500
Section H: Pavement Design	$14,400
Section I: Utility Coordination	$22,700
Section J: Rule 5 Permit	$9,900
Section K: Meetings	$9,000

The CONSULTANT shall receive payment for the work performed under this Agreement related to geotechnical services based on the specific cost per unit as revised in Exhibit A, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed **$27,510** unless and until a supplemental agreement is executed.

The CONSULTANT shall be compensated for right-of-way engineering and land acquisition services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed **$155,870** unless and until a supplemental agreement is executed. 22 parcels are assumed.

For construction phase services, the CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the direct wage schedule shown in Exhibit C. 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, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed **$14,100** unless and until a supplemental agreement is executed.

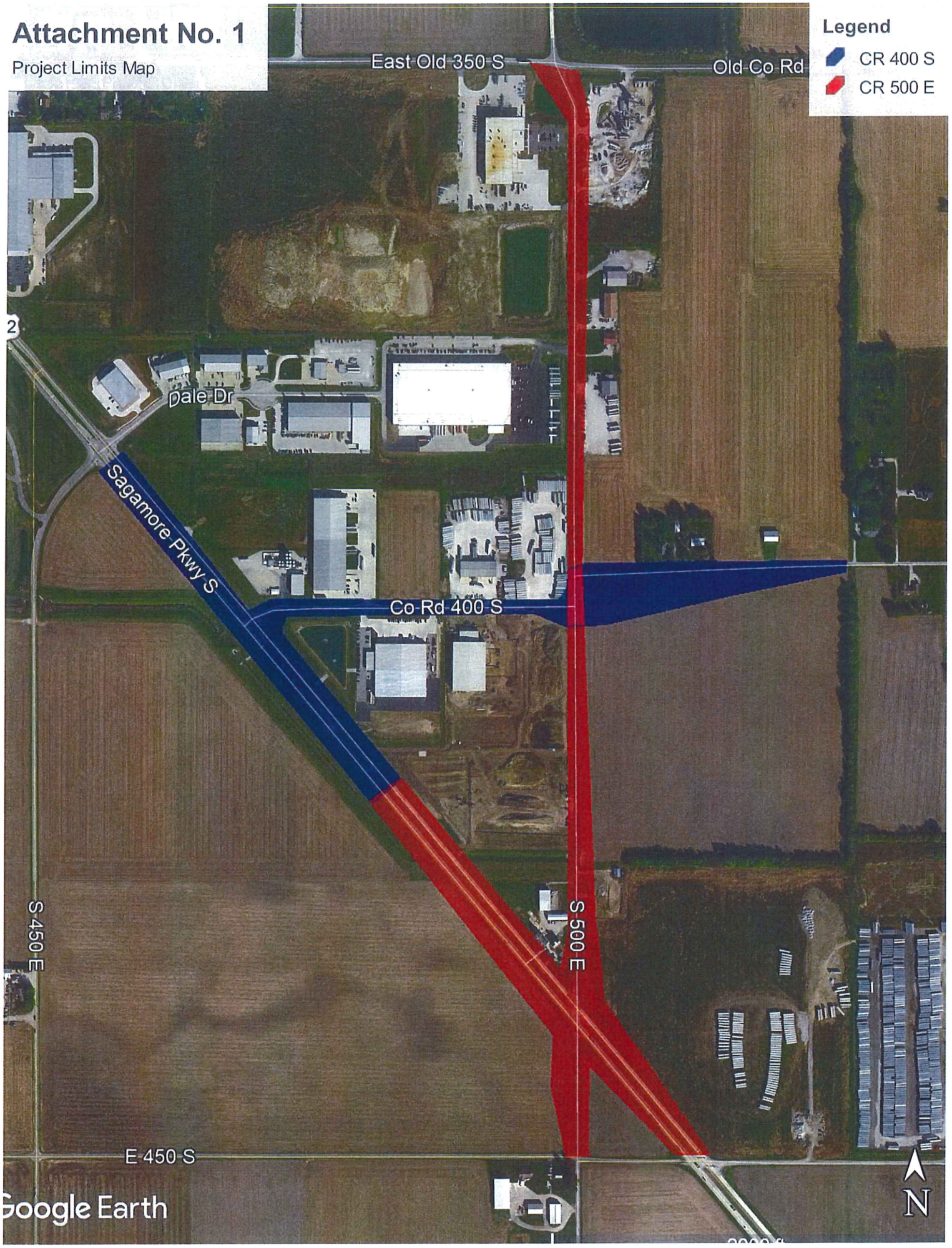

Attachment No. 1
Project Limits Map
Legend
CR 400 S
CR 500 E
East Old 350 S
Old Co Rd
Dale Dr
Sagamore Pkwy S
Co Rd 400 S
S 450 E
S 500 E
E 450 S
Google Earth
N

EXHIBIT A

ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

July 30, 2020

ATC Group Services LLC

7988 Centerpoint Dr.
Suite 100
Indianapolis, IN 46256

Phone **+1 317 849 4990**
Fax +1 317 849 4278

www.atcgroupservices.com

Mr. Nicholas Murphy, P.E.
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: **Geotechnical Engineering Investigation**
Tippecanoe County Roads 500 East and 400 South Reconstruction Project
Tippecanoe County, Indiana
ATC Proposal No. PE-20-1156

Dear Mr. Murphy:

ATC is pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project.

Project Characteristics

It is our understanding that the project will consist of the complete reconstruction and widening of portions of County Road 500 East and County Road 400 South on the southeast side of Lafayette in Tippecanoe County. The existing two lane county roads will be widened to include 12 ft wide travel lanes in each direction with shoulders. The project will include approximately 1 mile of County Road 500 East from County Road 450 South to County Road 350 South and approximately 0.6-mile of County Road 400 South from U.S. Route 52 to 1,300 ft east of County Road 500 East. The portion of County Road 400 South immediately east of County Road 500 East will be realigned and shifted to the south of its current alignment in order to align with County Road 400 South on the west side of County Road 500 East. The project will not include any bridges, retaining walls, three-sided culverts, curbs and gutters or storm drains. It is possible that approximately three new culverts will be required. Based upon the general topography of the project area, it is assumed that minimal grading will be required and that cut and fill depths of about 4 ft or less will be required.

In addition to the reconstruction of County Road 500 East and County Road 400 South, the project may also include improvements to the intersections of County Roads 500 East and 400 South with U.S. Route 52. The intersection improvements would include widening U.S. Route 52 in order to install the right and left turn lanes.

Scope of Services

The objectives of this investigation are to evaluate the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed project. The proposed subsurface exploration consists of drilling up to a total of 24 soil test borings. The test borings will be drilled to depths of 10 to 20 ft, which includes 3 test borings to a depth of 20 ft for culverts and 21 test borings to a depth of 10 ft for pavements, including 8 test borings for the turn lanes at U.S. Route 52. Split-barrel samples (ASTM D-1586) will be obtained at 2.5 ft intervals to a depth of 15 ft below the existing ground surface and at 5 ft intervals elsewhere. Ground water level observations will be made during drilling operations, immediately after withdrawal of the augers from the borings and approximately 24 hours after completion of drilling in selected borings. The test borings within INDOT right-of-way will be backfilled in accordance with Indiana Department of Transportation (INDOT) Aquifer Protection guidelines. We will plug the upper 1 ft of the boreholes in pavement areas with concrete.

A field check of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. ATC will contact Indiana 811 Underground Plant Protection Service to locate underground utilities that are owned by the member utility companies.

Laboratory tests will be performed as necessary to establish the significant engineering characteristics and parameters of the subsurface soils. Resilient modulus values for the pavement subgrade soils will be estimated based on classification test results. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of the earth embankments, pavement foundations and the earth related elements of the pavement (i.e., resilient modulus values and subgrade treatment types). It is our understanding that the project is entirely locally funded and therefore the proposed subsurface exploration, laboratory testing program and engineering analyses are not in strict conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations, except for the portion of the project within INDOT right-of-way, including the turn lanes on U.S. Route 52. The proposed subsurface exploration, laboratory testing program and engineering analyses for the turn lanes at U.S. Route 52 will be performed in general conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations.

This proposal is based on the following assumptions and exclusions:

- It has been assumed that ATC will be required to provide traffic control for all of the test borings that will be drilled in the existing roadways, including county roads and U.S. Route 52. A cost estimate for traffic control has been included in the project cost estimate, however, if the owner elects to provide traffic control measures, the fees for traffic control will only be charged for actual traffic control services that are retained by ATC.
- All auger cuttings that cannot be placed to backfill the boreholes can be distributed on-site.
- This proposal does not include costs for restitution for crop or landscape damage and ATC will not be responsible for damage to crops and landscaping.
- The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the ground water underlying the site and this study is not designed to detect or identify such materials.

Fee Estimate

We propose to perform the scope of services described herein according to the unit charges for the applicable items as shown on the attached fee schedule, which is based upon the INDOT Geotechnical Manual Appendix A. The cost of the study will not exceed $27,510.00, unless unexpected subsurface conditions are encountered or the project characteristics are changed significantly. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are fees for the preparation or review of construction documents (e.g., plans and specifications), special conferences and any other work requested after submittal of our report.

Authorization

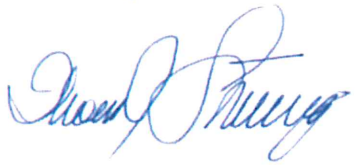
Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the field of geotechnical engineering at the time and location where the services are performed. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

This proposal is based upon the assumption that it will be incorporated into a Task Order according to the Standard Form of Agreement between Engineer and Consultant for On-Call Professional Services between American Structurepoint, Inc and ATC Group Services LLC dated January 1, 2019 and that this proposal will serve to define the scope of services and fees for the Task Order.

If you have any questions concerning this proposal, please do not hesitate to call me.

Sincerely,

ATC Group Services LLC



Thomas J. Struewing
Principal Engineer

Attachments

Geotechnical Engineering Services
Tippecanoe County Roads 500 East and 400 South Reconstruction
Tippecanoe County, Indiana

ATC Group Services LLC Proposal No. PE-20-1156
2020 Fee Schedule
INDOT Appendix A

		Estimated Quantity	Unit	Unit Price	Unit Total
	GEOTECHNICAL FIELD				
1.	Mobilization and Field Coordination				
	a. SPT Rig	2	ea	$284.00	$568.00
	b. CPT		ea	$475.00	
	c. Mileage	320	mi	$3.70	$1,184.00
2.	Truck mounted borings with split-spoon sampling				
	a. Standard	210	ft	$20.00	$4,200.00
	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		ea	$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	
	b. Night time		hr	$235.00	
	iv. Hydraulic conductivity and consolidation				
	a. Standard		ea	$79.00	
	b. Night time		ea	$93.00	

		Estimated Quantity	Unit	Unit Price	Unit Total
	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	60	ft	$32.00	$1,920.00
	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	
	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	

		Estimated Quantity	Unit	Unit Price	Unit Total
	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	1.0	
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	1.0	
	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	21	ea	$74.00	$1,554.00
	b. Rock core borings		ea	$126.00	
25.	Additional 2-in. split spoon sampling	3	ea	$22.00	$66.00
26.	3-in. split spoon samples		ea	$24.00	
27.	3-in. Shelby tube samples		ea	$66.00	
28.	Bag samples				
	a. 25-lb sample		ea	$54.00	
	b. 5-lb sample	8	ea	$35.00	$280.00
29.	Field vane shear test				
	a. Standard		ea	$121.00	
	b. Night time		ea	$143.00	
30.	4½-in. cased hole		ft	$13.25	

		Estimated Quantity	Unit	Unit Price	Unit Total
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	1.0	
33.	Twenty-four hour water levels				
	a. Field measurements per borehole				
	i. Standard	8	ea	$40.00	$320.00
	ii. Night time		ea	$48.00	
	b. PVC slotted pipe		ft	$6.50	
34.	Special borehole backfilling				
	a. 0 to 15 ft				
	i. SPT				
	a. Standard	8	ea	$150.00	$1,200.00
	b. Night time		ea	$175.00	
	ii. CPT				
	a. Standard		ea	$49.00	
	b. Night time		ea	$57.00	
	b. More than 15 ft				
	i. SPT				
	a. Standard		ft	$7.00	
	b. Night time		ft	$8.25	
	ii. CPT				
	a. Standard		ft	$2.00	
	b. Night time		ft	$2.40	
	c. Pavement restoration				
	i. Standard	20	ea	$65.00	$1,300.00
	ii. Night time		ea	$75.00	
35.	Equipment Rental		Actual Cost	1.0	
36.	Traffic control				
	a. Flag crew		day	$800.00	
	b. Equipment Rental and professional traffic control services	$6,000.00	Actual Cost	1.0	$6,000.00
	c. Flag crew with equipment		day	$950.00	
37.	Centerline surveying		Actual Cost	1.0	
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		**$18,592.00**

		Estimated Quantity	Unit	Unit Price	Unit Total
GEOTECHNICAL LABORATORY					
39.	Sieve analysis for soils	6	ea	$52.00	$312.00
40.	Hydrometer analysis	6	ea	$61.00	$366.00
41.	Sieve analysis for Aggregates				
	a. Analysis by Washing (AASHTO T-11)		ea	$81.00	
	b. Analysis by Using (AASHTO T-27)		ea	$142.00	
42.	Liquid limit	6	ea	$41.00	$246.00
43.	Plastic limit & plasticity index	6	ea	$30.00	$180.00
44.	Liquid Limit Ratio		ea	$79.00	
45.	pH test	6	ea	$16.50	$99.00
46.	Loss on Ignition Test				
	a. Loss on Ignition Test (Conventional)	4	ea	$26.00	$104.00
	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)	40	ea	$7.25	$290.00
	b. Moisture Content Test (Microwave)		ea	$9.00	
49	Expansion Index of Soils		ea	$247.00	
50	Specific Gravity Test		ea	$38.00	
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)		ea	$50.00	
	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	

		Estimated Quantity	Unit	Unit Price	Unit Total
58	Moisture-Density Relationship Test				
	a. Standard Proctor		ea	$150.00	
	b. Modified Proctor		ea	$165.00	
59	Soil Support Testing				
	a. Resilient Modulus on remolded soil sample		ea	$660.00	
	b Resilient modulus on Shelby tube sample		ea	$420.00	
60	Collapse Potential Evaluation Test				
	a. Cohesive or Expansive Soils		ea	$500.00	
61	Water Soluble Sulfate Test	4	ea	$110.00	$440.00
62	Water Soluble Chloride Test		ea	$110.00	
63	Soil Resistivity Test		ea	$150.00	
64	Rock Durability Tests				
	a. Slake Durability Index Test		ea	$140.00	
	b. Jar Slake Test		ea	$15.00	
			Subtotal - Geotechnical Laboratory		**$2,221.00**
CONSTRUCTION INSPECTION AND MONITORING					
74	Pressuremeter Testing services		day	$1,800.00	
75.	Mobilization of testing Equipment		LS	$200.00	
77	Integrity testing		Actual Cost	1.0	
79	Dynamic pile analysis		ea	$1,100.00	
81	Dynamic pile load test		Actual Cost	1.0	
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		ea	$215.00	
	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		ea	$65.00	
			Subtotal - Pavement Investigation		

Geotechnical Engineering Services
Tippecanoe County Roads 500 East and 400 South Reconstruction
Tippecanoe County, Indiana

ATC Group Services LLC Proposal No. PE-20-1156
2020 Fee Schedule
INDOT Appendix A

	Estimated Quantity	Unit	Unit Price	Unit Total
GEOTECHNICAL ENGINEERING				
Engineer/Scientist	2	hr	$52.63	$105.26
Staff Engineer/Scientist	10	hr	$64.86	$648.60
Project Engineer/Scientist	9	hr	$90.89	$818.01
Senior Registered Engineer/Certified Scientist	29	hr	$119.19	$3,456.51
Principal Engineer/Scientist	5	hr	$154.27	$771.35
Project Administrator	2	hr	$48.82	$97.64
Clerical Services	4	hr	$39.02	$156.08
Senior Draftsperson	4	hr	$87.46	$349.84
Draftsperson		hr	$57.83	
Senior Technician		hr	$60.21	
Mileage	160	mile	$0.575	$92.00
Per Diem		Cost	1.0	
Lodging		Cost	1.0	
Permits	$ 200.00	Cost	1.0	$200.00
		Subtotal - Geotechnical Engineering		**$6,695.29**

Summary of Fees

Geotechnical Field	**$18,592.00**
Geotechnical Laboratory	**$2,221.00**
Geotechnical Engineering	**$6,695.29**
Construction Inspection and Monitoring	
Pavement Investigation	
Estimated Total	**$27,508.29**

EXHIBIT B
CR 500 E
FEE PROPOSAL, Dated: 7/28/2020

Parcel information				Right of Way Engineering						R/W Services								Total Fees
Parcel	Owner	Tax I.D.	Appraisal Report Type	Title Work Fee	Title Update Fee	Plats, Legals Fee	Staking Fee	Contingency for Future INDOT RW Fee Schedule Increases	Subtotal R/W Engineering	Appraisal Fee	Second Appraisal Fee	Buying Fee [includes title update fee]	Recording *	Management Fee	Contingency for Incidentals	Contingency for Future INDOT RW Fee Schedule Increases	Subtotal R/W Services After Environmental	Total Fees
1	Peabody Farms Inc	79-11-13-400-002.000-030 79-12-18-300-001.000-012	SF	$ 800.00	$ 300.00	$ 2,250.00	$ 350.00		$ 3,700.00	$ 2,770.00	$ 2,770.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 7,010.00
2	Taulman, Thomas L II	79-12-18-100-004.000-012	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
3	Ichiya LLC	79-11-13-200-002.000-030 79-11-13-200-003.000-030 79-11-12-452-010.000-031	LF	$ 1,200.00	$ 450.00	$ 2,250.00	$ 350.00		$ 4,250.00	$ 4,725.00	$ 4,725.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 7,560.00
4	GTS Properties II LLC	79-12-18-100-005.000-012	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00		$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
5	Park 350 Partners LLP	79-11-13-200-001.000-033 79-11-12-451-001.000-033	SF	$ 800.00	$ 300.00	$ 2,250.00	$ 350.00		$ 3,700.00	$ 2,770.00	$ 2,770.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 7,010.00
6	Rice, John C & Lana K TTEES	79-12-18-100-001.000-012 79-12-07-300-003.000-012	SF	$ 800.00	$ 300.00	$ 2,250.00	$ 350.00		$ 3,700.00	$ 2,770.00	$ 2,770.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 7,010.00
7	Liquidspring Partners LLC	79-11-13-200-004.000-030	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
8	GIO 3 Holdings LLC	79-11-13-200-005.000-030	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
9	Swift Fuels LLC	79-11-12-452-008.000-031	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
10	Apex Warehouse and Logistics LLC	79-11-12-476-001.000-031	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
11	Thompson Holdings LLC	79-11-12-476-003.000-031	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
12	Weesner, Gary D & Kimbra L	79-12-07-300-011.000-012	LF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 4,425.00	$ 4,425.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
13	Mann Brothers Holdings LLC	79-11-12-452-007.000-031	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00		$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
14	Indiana Becknell Investors 2011 LLC	79-11-12-476-004.000-031	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00		$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
15	Allen, Angela M. Jr & Don L	79-12-07-300-015.000-012	LF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 11,075.00	$ 11,075.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
16	Rutherford, Robert V Linda J	79-12-07-300-016.000-012	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00		$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
17	Crossings Properties LLC	79-11-12-426-001.000-031	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
18	Sched Indiana LLC	79-12-07-300-017.000-012	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00		$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
19	Hi-Tech Trucking Inc	79-12-07-300-020.000-012	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
20	Irving Materials Inc	79-12-07-300-022.000-012	VF	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 1,885.00	$ 1,885.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
21	Extra in case of sell off or other unknown	TBD	TBD	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 4,425.00	$ 4,425.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
22	Extra in case of sell off or other unknown	TBD	TBD	$ 400.00	$ 150.00	$ 2,250.00	$ 350.00		$ 3,150.00	$ 4,425.00	$ 4,425.00	$ 1,985.00	$ 125.00	$ 1,200.00			$ 3,310.00	$ 6,460.00
									$ -								$ -	$ -
	CONTINGENCY FOR INCIDENTALS: [Includes CTC estimates, PMR fees, etc.]														$ 4,000.00		$ 4,000.00	$ 4,000.00
	CONTINGENCY FOR FUTURE INDOT RW FEE SCHEDULE INCREASES: [Includes fee increases for APA's, Appraising, Review, Buying, Relocation and Management if acquisition services NTP begins one year or more beyond current INDOT Fee Schedule. See Note Below]	Initial Fees Based on INDOT Fee Schedule dated January 2020														$ 7,000.00	$ 7,000.00	$ 7,000.00
	UNALLOCATED FEE:								$ -								$ -	$ -
	Total			$ 10,800.00	$ 4,050.00	$ 49,500.00	$ 7,700.00	$ -	$ 72,050.00	$ 61,235.00	$ 49,925.00	$ 43,670.00	$ 2,750.00	$ 26,400.00	$ 4,000.00	$ 7,000.00	$ 83,820.00	$ 155,870.00

EXHIBIT C

AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2020-2021 STANDARD HOURLY RATES SCHEDULE

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from July 1, 2020, to June 30, 2021 are:

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	$300
Project Manager	$240
Senior Engineer	$190
Project Engineer	$150
*Staff Engineer	$105
Senior Planner	$150
Project Planner	$135
*Staff Planner	$75
Senior Environmental Specialist	$200
Environmental Specialist	$140
*Staff Scientist	$90
Senior Designer	$190
*Designer	$160
*Senior Technician	$145
*Technician	$105
*Researcher	$110
Senior Registered Land Surveyor	$185
Registered Land Surveyor	$150
Staff Land Surveyor	$110
*Senior Survey Crew Chief	$175
*Survey Crew Chief	$125
*Survey Crew Member (1)	$85
*Resident Project Representative	$145
*Construction Inspector	$110
*Interns and Co-ops	$65
Landscape Architect	$130

*Rates for these classifications are subject to overtime premium of an additional 0.19 x hourly rate.

WARRANTY DEED

Form WD-1
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 1
Page: 1 of 2

THIS INDENTURE WITNESSETH, That **Stephen K. LeMaster**, the Grantors of Tippecanoe County, State of Indiana, Conveys and Warrants to the **Board of Commissioners of Tippecanoe County, Indiana**, the Grantee, for and in consideration of the sum of Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) (of which said sum $12,500.00 represents land and improvements acquired and $0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Tippecanoe, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

The Grantor assumes and agrees to pay the 2019 payable 2020 real estate taxes and assessments on the above described real estate, and for all tax liabilities that accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Interests in land acquired by The Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 1
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 6th day of July, 2020.

Stephen K. LeMaster (Seal)
Signature

Stephen K. LeMaster
Printed Name

STATE OF IN.
SS:
COUNTY OF TIPP.

Before me, a Notary Public in and for said State and County, personally appeared Stephen K. LeMaster, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 6th day of July, 2020.

Carol A Ewing
Signature

Carol A Ewing
Printed Name

CAROL A EWING
Notary Public, State of Indiana
Clinton County
Commission # 645068
My Commission Expires
June 11, 2021

Commission Number 645068

My Commission expires June 11, 2021

I am a resident of Clinton County.

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc. Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

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

EXHIBIT "A"

Project: **Tippecanoe Co. Br. 32** **SHEET 1 OF 1**

Parcel: **1** **CODE: N/A**

Tax ID No: **79-08-33-300-002.000-009**

Form:

Parcel 1 Right-of-Way Description

A part of the southeast and southwest quarters of Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West, Perry Township, Tippecanoe County, Indiana, being a part of the Stephen K. Lemaster property recorded in Document Number 201313023005, recorded on the 4th of October, 2013 in the Office of the Recorder of Tippecanoe County, being more completely described as follows, to-wit:

Commencing at the Southwest corner of the Southwest quarter of said Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West and the Southwest corner of said Lemaster property run thence along the South line of said quarter, North 89 degrees 32 minutes 24 seconds East 620.40 feet to the Point of Beginning of the herein described tract; thence North 00 degrees 27 minutes 36 seconds West 32.87 feet to a point on the existing north right-of-way line of County Road 200 South; thence leaving said line, North 77 degrees 26 minutes 57 seconds East 153.40 feet; thence parallel with aforesaid quarter section line North 89 degrees 32 minutes 24 seconds East 950.00 feet; thence North 83 degrees 49 minutes 46 seconds East 50.25 feet; thence North 89 degrees 32 minutes 24 seconds East 111.74 feet to a point on the West line of the Bower property as describing in Instrument Number 88-11581 in the Recorders Office of Tippecanoe County; thence along said west line, South 00 degrees 27 minutes 36 seconds East, 70.00 feet to the Southwest corner thereof and being a point on the South line of said southwest quarter; thence along said south line, South 89 degrees 32 minutes 24 seconds West 1261.74 feet to the point of beginning and containing 1.843 acres more or less, inclusive of the presently existing right-of-way which contains 0.816 acres, more or less.

The portion of the above described real estate which is not already embraced within the apparent public right-of-way contains 1.027 acres, more or less.

This description was prepared for the Tippecanoe County Highway Department by the following:

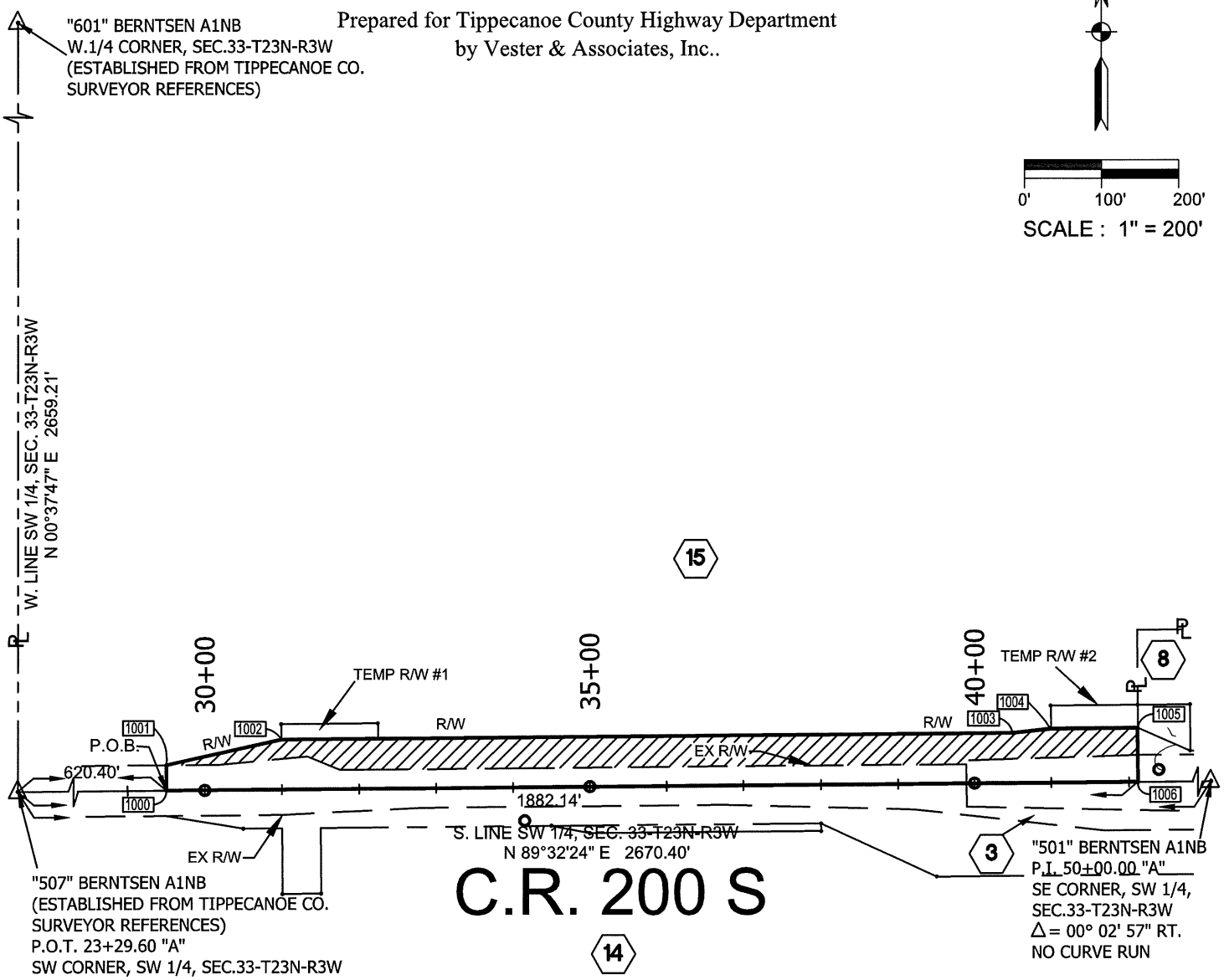
Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

JAMES D. HALL
REGISTERED
No.
LS20500017
STATE OF INDIANA
LAND SURVEYOR

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Tippecanoe County Highway Department
by Vester & Associates, Inc..



PARCEL:	1	OWNER:	LEMASTER	DES NO:	N/A
CODE:	N/A		HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	33				
TOWNSHIP:	T23N				
RANGE:	R3W				

NOTE: DIMENSIONS SHOWN ARE IN ENGLISH

INST No: 201313023005, DATED 10/4/2013

EX. R/W INST No. 9925133, DATED 9/21/1999

TAX ID No: 79-08-33-30-002.000-009

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)

POINT	CENTERLINE	STATION	OFFSET	LT/RT	NORTHING	EASTING
1000	A	29+50	0.00'		1872413.6905	3040510.9060
1001	A	29+50	32.87'	LT	1872446.5574	3040510.6421
1002	A	31+00	65.00'	LT	1872479.8928	3040660.3793
1003	A	40+50	65.00'	LT	1872487.5208	3041610.3486
1004	A	41+00	70.00'	LT	1872492.9222	3041660.3069
1005	A	42+11.74	70.00'	LT	1872493.8194	3041772.0474
1006	A	42+11.74	0.00'		1872423.8217	3041772.6094
501	(SEE LOCATION CONTROL ROUTE SURVEY PLAT)					
507						
601						

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat , together with the "Location Control Route Survey" recorded as Instrument No. 201919017757 in the Office of the Recorder of Tippecanoe County, Indiana (incorporated and made a part hereof by reference) compromise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

JAMES D. HALL
REGISTERED
No.
LS20500017
STATE OF
INDIANA
LAND SURVEYOR

PARCEL:	1	OWNER:	LEMASTER	DES NO:	N/A
CODE:	N/A			DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	33				
TOWNSHIP:	T23N				
RANGE:	R3W	NOTE: DIMENSIONS SHOWN ARE IN ENGLISH			

The above **Warranty Deed (Parcel 1 – Br#32 – Stephen K. Lemaster)** 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

Billing address for the property taxes as follow:

GRANTEE

Tippecanoe County Board of Commissioners
20 North Third Street
Lafayette, IN 47901

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

"This is an exempt transaction and the sales disclosure 46021 (R8/7-08) is not required"

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

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

This instrument prepared by: Douglas J. Masson, 8939-79, Hoffman, Luhman, & Mason, PC
200 Ferry Street, Suite C, P.O. Box 99, Lafayette, IN 47902, Telephone (765) 423-5404

TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)

Form T-3	Project:	Tippecanoe County Bridge 32
Revised 07/2014	Parcel:	1 (Nos. 1, 2, & 3)
Reference No.: Instr. No. 201313023005	Page:	1 of 3
Key No. 79-08-33-300-002.000-009		

THIS INDENTURE WITNESSETH, That **Stephen K. LeMaster**, the Grantor, of Tippecanoe County, State of Indiana, Grants to the **Board of Commissioners of Tippecanoe County, Indiana**, the Grantee, for and in consideration of the sum of One Thousand Seven Hundred and No/100 Dollars ($1,700.00) (of which said sum $0.00 represents land improvements acquired and $1,700.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor for the purpose of drive construction and channel construction, which said work is incidental to the construction of the highway facility known as County Road 200 South and as Project Tippecanoe County Bridge 32, which said Real Estate situated in the County of Tippecanoe, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor and/or the Grantor's successors in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor.

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the Board of Commissioners of Tippecanoe County, Indiana, except:
None

The said Grantor acknowledges that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor, for the purpose of inducing the Board of Commissioners of Tippecanoe County, Indiana, to accept this grant and to pay the hereinbefore referenced consideration, represent that the Grantor is the owner in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Interests in land acquired by the Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form T-3
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 1 (Nos. 1, 2, & 3)
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 6th day of July, 2020.

Stephen K. LeMaster (Seal)
Signature

Stephen K. LeMaster
Printed Name

STATE OF IN.
COUNTY OF TIPP.

Before me, a Notary Public in and for said State and County, personally appeared Stephen K. LeMaster, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 6th day of July, 2020.

Carol A Ewing
Signature

CAROL A EWING
Printed Name

Commission Number 645068

My Commission expires June 11, 2021

I am a resident of Clinton County.

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc. Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

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

EXHIBIT "A"

Project: **Tippecanoe Co. Br. 32** **SHEET 1 OF 1**

Parcel: **1, TEMP R/W No. 1** **CODE: N/A**

Tax ID No: **79-08-33-300-002.000-009**

Form:

Parcel 1 Temporary Right-of-Way Description

A part of the southeast and southwest quarters of Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West, Perry Township, Tippecanoe County, Indiana, being a part of the Stephen K. Lemaster property recorded in Document Number 201313023005, recorded on the 4th of October, 2013 in the Office of the Recorder of Tippecanoe County, being more completely described as follows, to-wit:

Commencing at the Southwest corner of the Southwest quarter of said Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West and the Southwest corner of said Lemaster property run thence along the South line of said quarter, North 89 degrees 32 minutes 24 seconds East 620.40 feet; thence North 00 degrees 27 minutes 36 seconds West 32.87 feet to a point on the existing north right-of-way line of County Road 200 South; thence leaving said line, North 77 degrees 26 minutes 57 seconds East 153.40 feet to the Point of Beginning of the herein described tract; thence North 00 degrees 27 minutes 36 seconds West, 20.00 feet; thence parallel with aforesaid quarter section line North 89 degrees 32 minutes 24 seconds East 125.00 feet; thence South 00 degrees 27 minutes 36 seconds East 20.00 feet; thence parallel with said quarter section line, South 89 degrees 32 minutes 24 seconds West 125.00 feet to the point of beginning and containing 0.057 acres more or less.

This description was prepared for the Tippecanoe County Highway Department by the following:

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

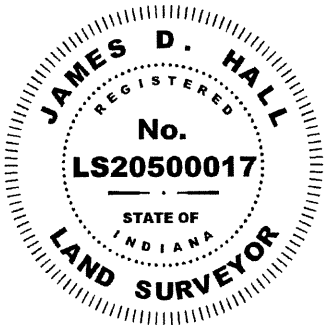
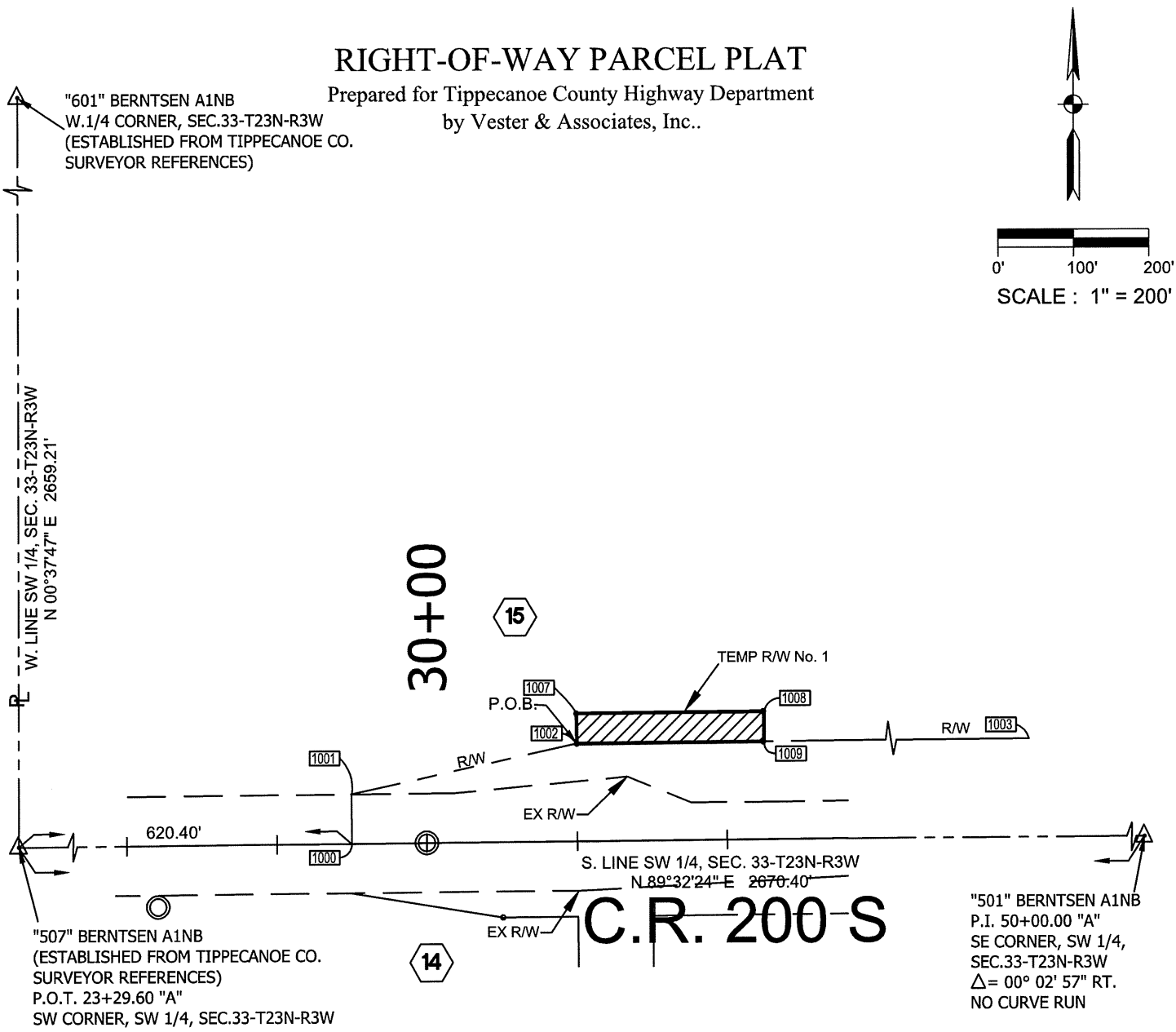


EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Tippecanoe County Highway Department
by Vester & Associates, Inc..



PARCEL:	1, TEMP R/W No. 1	OWNER:LEMASTER	DES NO: N/A
CODE:	N/A	HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY: JDH
PROJECT:	Tippecanoe Co. Br. 32		CHECKED BY: JDH /
COUNTY:	TIPPECANOE		
ROAD:	C.R. 200 SOUTH		
SECTION:	33		
TOWNSHIP:	T23N	NOTE: DIMENSIONS SHOWN ARE IN ENGLISH	
RANGE:	R3W		

INST No: 201313023005, DATED 10/4/2013
EX. R/W INST No. 9925133, DATED 9/21/1999
TAX ID No: 79-08-33-30-002.000-009

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)

POINT	CENTERLINE	STATION	OFFSET	LT/RT	NORTHING	EASTING
1000	A	29+50	0.00'		1872413.6905	3040510.9060
1001	A	29+50	32.87'	LT	1872446.5574	3040510.6421
1002	A	31+00	65.00'	LT	1872479.8928	3040660.3793
1003	A	40+50	65.00'	LT	1872487.5208	3041610.3486
1007	A	31+00	85.00'	LT	1872499.8922	3040660.2187
1008	A	32+25	85.00'	LT	1872500.8959	3040785.2147
1009	A	32+25	65.00'	LT	1872480.8965	3040785.3752
501						
507	(SEE LOCATION CONTROL ROUTE SURVEY PLAT)					
601						

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat , together with the "Location Control Route Survey" recorded as Instrument No. 201919017757 in the Office of the Recorder of Tippecanoe County, Indiana (incorporated and made a part hereof by reference) compromise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

JAMES D. HALL
REGISTERED
No.
LS20500017
STATE OF
INDIANA
LAND SURVEYOR

PARCEL:	1, TEMP R/W No 1	OWNER: LEMASTER	DES NO: N/A
CODE:	N/A		DRAWN BY: JDH
PROJECT:	Tippecanoe Co. Br. 32		CHECKED BY: JDH /
COUNTY:	TIPPECANOE		
ROAD:	C.R. 200 SOUTH		
SECTION:	33		
TOWNSHIP:	T23N		
RANGE:	R3W	NOTE: DIMENSIONS SHOWN ARE IN ENGLISH	

EXHIBIT "A"

Project: **Tippecanoe Co. Br. 32** **SHEET 1 OF 1**

Parcel: **1, TEMP R/W No. 2** **CODE: N/A**

Tax ID No: **79-08-33-300-002.000-009**

Form:

Parcel 1 Temporary Right-of-Way Description

A part of the southwest quarters of Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West, Perry Township, Tippecanoe County, Indiana, being a part of the Stephen K. Lemaster property recorded in Document Number 201313023005, recorded on the 4th of October, 2013 in the Office of the Recorder of Tippecanoe County, being more completely described as follows, to-wit:

Commencing at the Southwest corner of the Southwest quarter of said Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West and the Southwest corner of said Lemaster property run thence along the South line of said quarter, North 89 degrees 32 minutes 24 seconds East 1882.14 feet to the southwest corner of the Bower property described in Instrument No. 88-11581 in said recorder's office; thence along the west line of said property, North 00 degrees 27 minutes 36 seconds West, 70.00 feet; thence parallel to the south line of said quarter section, South 89 degrees 32 minutes 24 seconds West, 111.74 feet; thence North 00 degrees 27 minutes 36 seconds West, 30.00 feet, thence parallel to aforesaid quarter section line North 89 degrees 32 minutes 24 seconds East, 111.74 feet to a point on the west line of said Bower property; thence along said west line, South 00 degrees 27 minutes 36 seconds East, 30.00 feet to the point of beginning and containing 0.077 acres more or less.

This description was prepared for the Tippecanoe County Highway Department by the following:

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

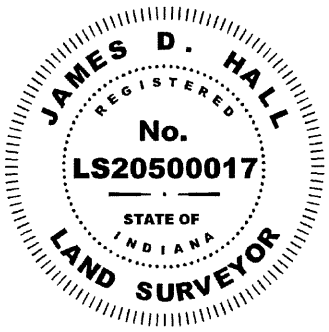
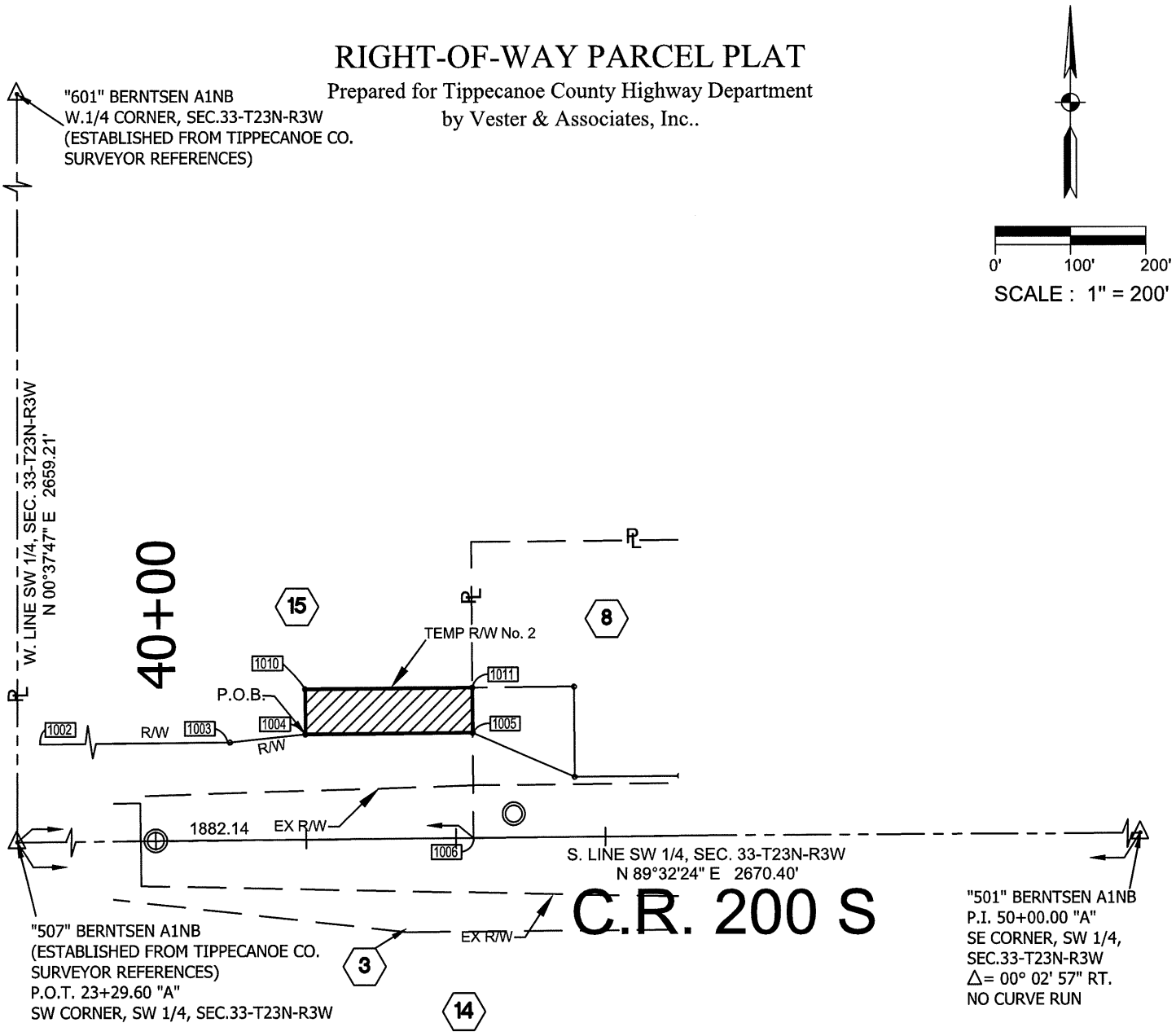


EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Tippecanoe County Highway Department
by Vester & Associates, Inc..



PARCEL:	1, TEMP R/W No. 2	OWNER:	LEMASTER	DES NO:	N/A
CODE:	N/A		HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	33				
TOWNSHIP:	T23N				
RANGE:	R3W				

NOTE: DIMENSIONS SHOWN ARE IN ENGLISH

INST No: 201313023005, DATED 10/4/2013
EX. R/W INST No. 9925133, DATED 9/21/1999
TAX ID No: 79-08-33-30-002.000-009

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)

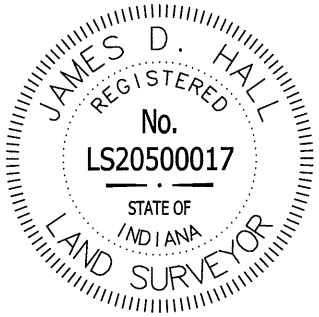
POINT	CENTERLINE	STATION	OFFSET	LT/RT	NORTHING	EASTING
1002	A	31+00	65.00'	LT	1872479.8945	3040660.5815
1003	A	40+50	65.00'	LT	1872487.5208	3041610.3486
1004	A	41+00	70.00'	LT	1872492.9222	3041660.3069
1005	A	42+11.74	70.00'	LT	1872493.8194	3041772.0474
1006	A	42+11.74	0.00'		1872423.8217	3041772.6094
1010	A	41+00	100.00'	LT	1872522.9212	3041660.0660
1011	A	42+11.74	100.00'	LT	1872523.8184	3041771.8065
501	(SEE LOCATION CONTROL ROUTE SURVEY PLAT)					
507						
601						

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat , together with the "Location Control Route Survey" recorded as Instrument No. 201919017757 in the Office of the Recorder of Tippecanoe County, Indiana (incorporated and made a part hereof by reference) compromise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana



PARCEL:	1, TEMP R/W No 2	OWNER:	LEMASTER	DES NO:	N/A
CODE:	N/A			DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	33				
TOWNSHIP:	T23N				
RANGE:	R3W	NOTE: DIMENSIONS SHOWN ARE IN ENGLISH			

EXHIBIT "A"

Project: **Tippecanoe Co. Br. 32** **SHEET 1 OF 1**

Parcel: **1, TEMP R/W No. 3** **CODE: N/A**

Tax ID No: **79-08-33-300-002.000-009**

Form:

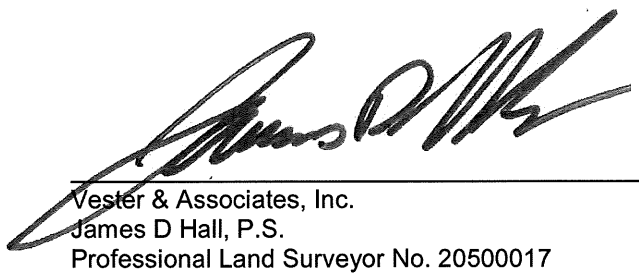
Parcel 1 Temporary Right-of-Way Description

A part of the southwest quarters of Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West, Perry Township, Tippecanoe County, Indiana, being a part of the Stephen K. Lemaster property recorded in Document Number 201313023005, recorded on the 4th of October, 2013 in the Office of the Recorder of Tippecanoe County, being more completely described as follows, to-wit:

Commencing at the Southwest corner of the Southwest quarter of said Section Thirty-Three (33), Township Twenty-three (23) North, Range Three (3) West and the Southwest corner of said Lemaster property run thence along the South line of said quarter, North 89 degrees 32 minutes 24 seconds East 2036.36 feet to the southeast corner of the Bower property described in Instrument No. 88-11581 in said recorder's office; thence along the east line of said property, North 33 degrees 52 minutes 24 seconds West, 238.80 feet to the northeast corner thereof; thence parallel to the south line of said quarter section, North 89 degrees 32 minutes 24 seconds East, 138.06 feet; thence South 32 degrees 15 minutes 00 seconds West, 29.85 feet; thence South 33 degrees 06 minutes 47 seconds West 16.65 feet; thence South 42 degrees 21 minutes 45 seconds West 42.86 feet; thence South 36 degrees 39 minutes 01 seconds West 19.49 feet; thence South 26 degrees 18 minutes 06 seconds West 37.12 feet; thence South 49 degrees 03 minutes 15 seconds West 48.33 feet; thence South 27 degrees 51 minutes 41 seconds West, 24.03 feet; thence South 40 degrees 27 minutes 49 seconds West 33.83 feet to the Southeast corner of the Lemaster property on the South line of said quarter section; thence along said quarter section line, South 89 degrees 32 minutes 24 seconds West, 119.48 feet to the point of beginning, containing 0.594 acres more or less, inclusive of the presently existing right-of-way, which contains 0.112 acres more or less.

The portion of the above described tract of real estate which is not already embraced within the presently existing right-of-way is 0.482 acres, more or less.

This description was prepared for the Tippecanoe County Highway Department by the following:



Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

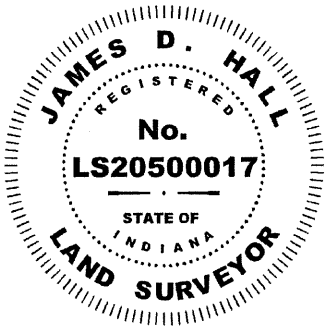
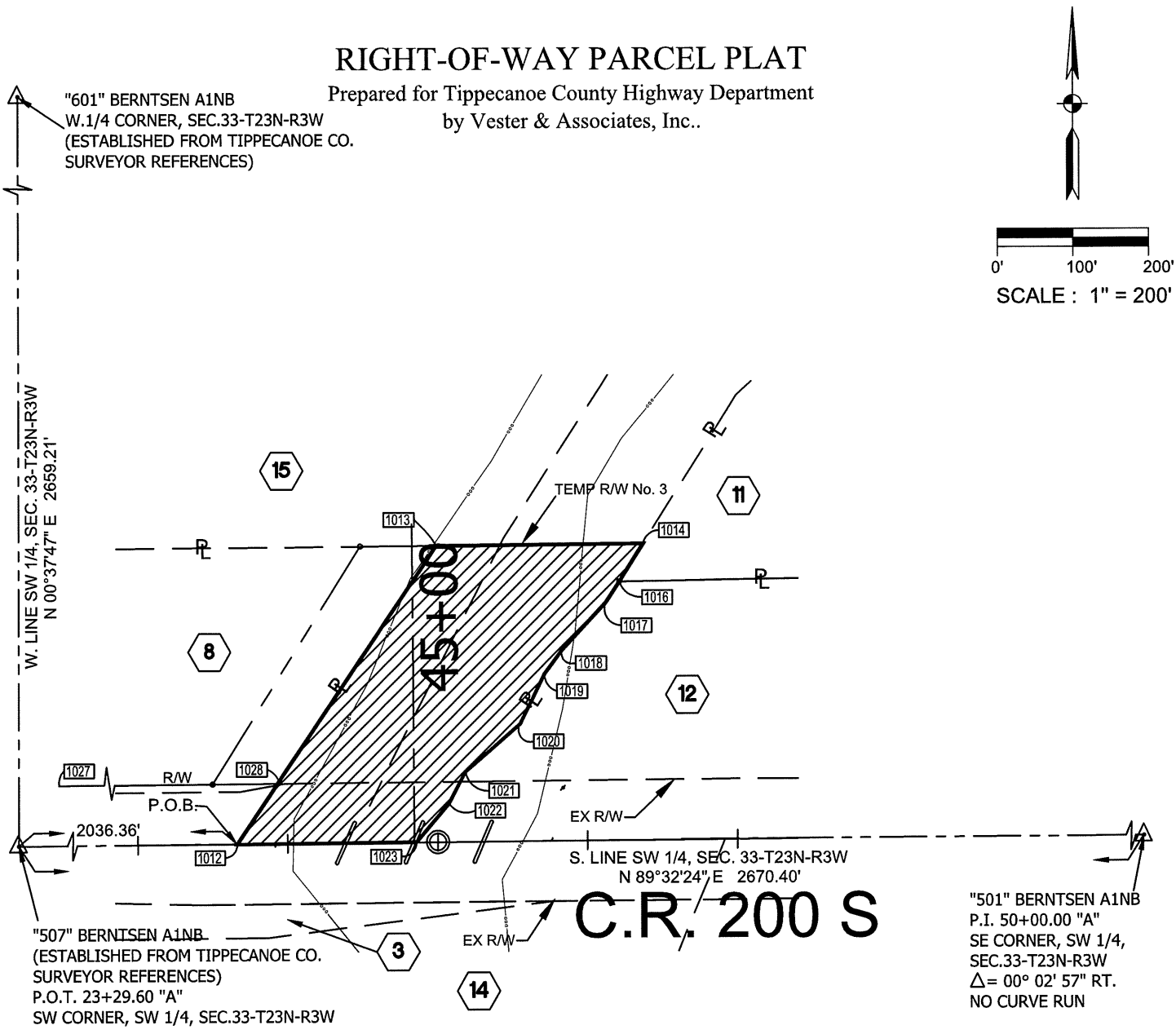


EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Tippecanoe County Highway Department
by Vester & Associates, Inc..



PARCEL:	1, TEMP R/W No. 3	OWNER:	LEMASTER	DES NO:	N/A
CODE:	N/A		HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	33				
TOWNSHIP:	T23N				
RANGE:	R3W				

NOTE: DIMENSIONS SHOWN ARE IN ENGLISH

INST No: 201313023005, DATED 10/4/2013
EX. R/W INST No. 9925133, DATED 9/21/1999
TAX ID No: 79-08-33-30-002.000-009

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)

POINT	CENTERLINE	STATION	OFFSET	LT/RT	NORTHING	EASTING
1012	A	43+65.92	0.00'		1872424.8662	3041926.8213
1013	A	44+48.47	197.22'	LT	1872623.1354	3042059.9180
1014	A	46+46.84	197.22'	LT	1872623.1354	3042207.6438
1016	A	46+21.24	172.11'	LT	1872599.0031	3042182.0433
1017	A	46+12.09	158.23'	LT	1872585.0567	3042172.9473
1018	A	45+71.58	111.25'	LT	1872537.7493	3042132.4316
1020	A	45+55.13	78.10'	LT	1872504.4737	3042115.9847
1021	A	45+50.24	46.72'	LT	1872472.8018	3042079.4804
1022	A	45+07.39	25.56'	LT	1872451.5535	3042068.2484
1023	A	44+85.61	0.00'		1872426.0201	3042046.4689
501	(SEE LOCATION CONTROL ROUTE SURVEY PLAT)					
507						
601						

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat , together with the "Location Control Route Survey" recorded as Instrument No. 201919017757 in the Office of the Recorder of Tippecanoe County, Indiana (incorporated and made a part hereof by reference) compromise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

JAMES D. HALL
REGISTERED
No.
LS20500017
STATE OF
INDIANA
LAND SURVEYOR

PARCEL:	1, TEMP R/W No 3	OWNER:	LEMASTER	DES NO:	N/A
CODE:	N/A			DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	33				
TOWNSHIP:	T23N				
RANGE:	R3W	NOTE: DIMENSIONS SHOWN ARE IN ENGLISH			

The above **Temporary Highway Easement Grant (Parcel 1 – Br#32 – Stephen K. Lemaster)** 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

"This is an exempt transaction and the sales disclosure 46021 (R8/7-08) is not required"

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

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

This instrument prepared by: Douglas J. Masson, 8939-79, Hoffman, Luhman, & Mason, PC
200 Ferry Street, Suite C, P.O. Box 99, Lafayette, IN 47902, Telephone (765) 423-5404

WARRANTY DEED

Form WD-1
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 6
Page: 1 of 2

THIS INDENTURE WITNESSETH, That **Jason A. Summers and Tobi Summers, husband and wife**, the Grantors of Tippecanoe County, State of Indiana, Convey and Warrant to the **Board of Commissioners of Tippecanoe County, Indiana**, the Grantee, for and in consideration of the sum of Nine Thousand Five Hundred and No/100 Dollars ($9,500.00) (of which said sum $9,500.00 represents land and improvements acquired and $0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Tippecanoe, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledge and agree that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns.

The Grantors assume and agree to pay the 2019 payable 2020 real estate taxes and assessments on the above described real estate, and for all tax liabilities that accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Interests in land acquired by The Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 6
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 07 day of July, 2020.

Signature (Seal)

Jason A. Summers, husband
Printed Name

Signature

Tobi Summers, wife
Printed Name

STATE OF Indiana
SS:
COUNTY OF Tippecanoe

Before me, a Notary Public in and for said State and County, personally appeared Jason A. Summers and Tobi Summers, husband and wife, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 07 day of July, 2020.

Signature

Lacey Maffett
Printed Name

Commission Number 700598

My Commission expires 05-18-2025

I am a resident of Tippecanoe County.

NOTARY PUBLIC SEAL STATE OF INDIANA

Lacey Maffett, Notary Public
Commission Number: 700598
My Commission Expires: 05/18/2025
Residing in Tippecanoe County, IN

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc. Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

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

EXHIBIT "A"

Project: **Tippecanoe Co. Br. 32** **SHEET 1 OF 1**

Parcel: **6** **CODE: N/A**

Tax ID No: **79-12-04-200-006.000-012**

Form:

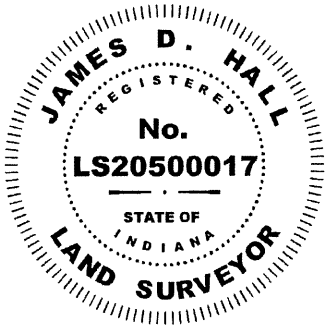
Parcel 6, Right-of-Way Description

A part of the north half of the north half of the northeast fractional quarter of Section Four (4), Township Twenty-two (22) North, Range Three (3) West, Sheffield Township, Tippecanoe County, Indiana, being a part of Jason A. and Tobi Summers property recorded in Document Number 201818012219, recorded on the 3rd of July, 2018 in the Office of the Recorder of Tippecanoe County, being more completely described as follows, to-wit:

Commencing at the A1NB monument marking the Northeast corner of said northeast fractional quarter of Section Four (4), Township Twenty-two (22) North, Range Three (3) West, running thence South 89 degrees 335 minutes 21 seconds West, 1903.16 feet to the point of the beginning; thence South 00 degrees 24 minutes 39 seconds East, 26.07 feet; thence South 64 degrees 00 minutes 45 seconds West, 55.43 feet; thence parallel with the north line of said quarter section, South 89 degrees 35 minutes 21 seconds West, 550.00 feet; thence South 83 degrees 56 minutes 33 seconds West, 255.42 feet to a point on the West line of said Summers property; thence along said West line, North 00 degrees 07 minutes 22 seconds East, 75.00 feet to the Northwest corner of said property; thence along the North line thereof, North 89 degrees 32 minutes 24 seconds East, 153.49 feet to an A1NB monument marking the Southeast corner of the Southwest quarter of Section 33, Township 23 North, Range 3 West; thence North 89 degrees 35 minutes 21 seconds East 700.00 feet to the point of beginning, containing 1.039 acres more or less inclusive of the presently existing right-of-way which contains 0.782 acres more or less.

The portion of the above described real estate which is not already embraced within the apparent public right-of-way contains 0.257 acres, more or less.

This description was prepared for the Tippecanoe County Highway Department by the following:



Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

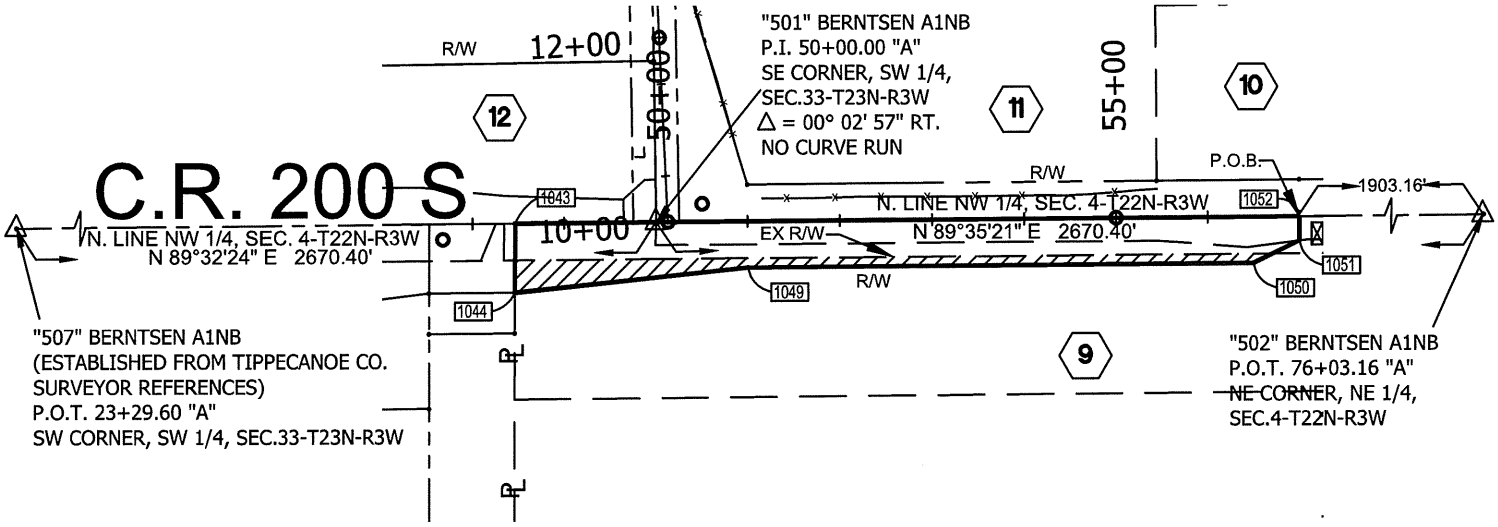
EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Tippecanoe County Highway Department
by Vester & Associates, Inc..

0' 100' 200'

SCALE : 1" = 200'



PARCEL:	6	OWNER:	SUMMERS	DES NO:	N/A
CODE:	N/A		HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	4				
TOWNSHIP:	T22N				
RANGE:	R3W				

NOTE: DIMENSIONS SHOWN ARE IN ENGLISH

INST No:201818012219, DATED 04/3/2018
EX. R/W INST No. 0001376, DATED 01/19/2000
EX, R/W INST No. 02027496, DATED 09/04/2002
TAX ID No: 79-12-04-200-006.000-012

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)

POINT	CENTERLINE	STATION	OFFSET	LT/RT	NORTHING	EASTING
1043	A	48+46.51	0.00'			
1044	A	48+46.51	75.00'	RT	1872353.9157	3042407.1980
1049	A	51+00	50.00'	RT	1872380.8692	3042661.1958
1050	A	56+50	50.00'	RT	1872384.8126	3043211.1817
1051	A	57+00	25.00'	RT	1872409.1013	3043261.0088
1052	A	57+00	0.00'	RT	1872435.1698	3043260.8219
501						
502						
507	(SEE LOCATION CONTROL ROUTE SURVEY PLAT)					

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat , together with the "Location Control Route Survey" recorded as Instrument No. 201919017757 in the Office of the Recorder of Tippecanoe County, Indiana (incorporated and made a part hereof by reference) compromise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Vester & Associates, Inc.
James D Hall, P.S.
Professional Land Surveyor No. 20500017
State of Indiana

JAMES D. HALL
REGISTERED
No.
LS20500017
STATE OF
INDIANA
LAND SURVEYOR

PARCEL:	6	OWNER:	SUMMERS	DES NO:	N/A
CODE:	N/A			DRAWN BY:	JDH
PROJECT:	Tippecanoe Co. Br. 32			CHECKED BY:	JDH /
COUNTY:	TIPPECANOE				
ROAD:	C.R. 200 SOUTH				
SECTION:	4				
TOWNSHIP:	T22N				
RANGE:	R3W	NOTE: DIMENSIONS SHOWN ARE IN ENGLISH			

The above **Warranty Deed (Parcel 6 – Br#32 – Jason A and Tobi Summers)** 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

Billing address for the property taxes as follow:

GRANTEE

Tippecanoe County Board of Commissioners
20 North Third Street
Lafayette, IN 47901

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

"This is an exempt transaction and the sales disclosure 46021 (R8/7-08) is not required"

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

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

This instrument prepared by: Douglas J. Masson, 8939-79, Hoffman, Luhman, & Mason, PC
200 Ferry Street, Suite C, P.O. Box 99, Lafayette, IN 47902, Telephone (765) 423-5404

CONSTRUCTION MAINTENANCE BOND **BOND NO** BND102494F

KNOW ALL MEN BY THESE PRESENTS, that we, Rinehart Excavating, Inc.,
As Principal (hereinafter referred to as Principal), and Westfield Insurance Company as
Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severly, in the sum of Five Thousand Dollars
Dollars ($ 5,000.00), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes to install the following on the right-of-way of
all highway, located in Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work to be done in such installation above referred to and shall fully indemnify and save harmless the Board of Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such installation shall be done according to standards of good workmanship, and that the materials used in the construction and installation shall be of good quality and construction and that such project shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe County Highway Department permit and the Sub-Division Control Ordinance applicable to said plat, and if Principal, at its own expense for a period of Three (3) years after said improvements and installations are accepted for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such maintenance, however, not to include any damage to said improvements and installations resulting from forces or circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expense of an Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this 3 day of August 2020 .

Rinehart Excavating, Inc.
(Certain Name of Principal Above)

By: Michael D Rinehart President
(Sign here and indicate capacity or position with Principal)

PRINCIPAL: Rinehart Excavating Inc.

Westfield Insurance Company
(Insert Name of Surety)

By: Attorney-in-fact

Surety: Sheila Myer

WESTFIELD INSURANCE COMPANY SEAL

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 20_____.

_____
President

_____
Vice-President

_____
Member

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

ATTEST:

_____
Auditor of Tippecanoe County

POWER NO: 13-0064
Power of Attorney

Westfield Insurance Company

CERTIFIED COPY

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Sheila Myer** of **Flora** and State of **IN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 102494F**
Principal Name: **Rinehart Excavating, Inc.**
Obligee Name: **Tippecanoe County Board of Commissioners**
Bond Penalty: $ **5,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**.

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.

By: **Gary W. Stumper,** *National Surety Leader and Senior Executive*

Affixed Corporate Seal

WESTFIELD INSURANCE COMPANY SEAL

State of Ohio
County of Medina ss:

CERTIFICATE

I, **Frank Carrino,** Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **3rd** day of **August**, A.D, **2020**.

By: **Frank Carrino**, *Secretary*

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial Seal Affixed

NOTARY PUBLIC STATE OF OHIO

By:
David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

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 **$5000.00**, 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 **Road Cut in 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 **6/15/2020**

Travelers Casualty and Surety Company

By: _____
Donna Hoyt, Attorney-in-Fact

F-58-M (2/95)

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna Hoyt** of **KOKOMO/Indianapolis** **Indiana**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **June**, **2020**

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement"), entered into by and between **Tippecanoe County Youth Services by and through the Board of Commissioners of Tippecanoe County** (hereinafter referred to as "County") **and HopeAlight, LLC** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County desires to contract for the provision of "Trust Based Relational Intervention" training and consultation services as more fully set forth in Contractor's Proposal dated August 3, 2020, attached hereto and made a part hereof as Exhibit A.

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, Exhibit A, described herein and attached hereto, and any written supplemental agreement or modification entered into between County and Contractor, in writing, after the date of this Agreement. Any provisions in the attached Exhibit A which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both County and Contractor.

SECTION II. DUTIES OF CONTRACTOR

2.01 Contractor shall provide the services and material described in Exhibit A.

SECTION III. TERM

3.01 This Agreement shall commence upon full execution of the parties, and shall terminate upon delivery and acceptance of the deliverables described in Exhibit A and payment therefore. The parties acknowledge that payment shall come in whole or in part from grant funds such that the services shall be provided between September 1, 2020, and June 30, 2020.

SECTION IV. COMPENSATION

4.01 Contractor shall be compensated under the Agreement in an amount not to exceed seven thousand seven hundred and seventy five dollars ($7,575) as set forth on Exhibit A, attached hereto and incorporated herein.

4.02 Contractor shall submit a properly itemized invoice for services performed and/or material provided and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the County in any way.

5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Termination.

5.03.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of County's intent to terminate, and (2) an opportunity for consultation with County prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by County to be incurred by reason of Contractor's default.

5.03.2 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then County shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the

parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. County agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Hope Alight, LLC
Attn: Amy Abell
704 S. SR 135, Suite D #181,
Greenwood, IN, 46143

To County:

Rebecca Humphrey
Youth Services Executive Director
1530 S. 18th Street
Lafayette, IN 47905

5.05 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, age, sexual orientation, gender identity, disability, marital status, familial status, national origin, ancestry, or status as a veteran. Breach of this section shall be regarded as a material breach of this Agreement.

5.06 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.

5.07 Applicable Laws; Forum. This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the County of Tippecanoe. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

5.08 Waiver. The County's delay or inaction in pursing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the County's rights or remedies.

5.09 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.10 Successors and Assigns. County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign,

sublet or transfer its interest in this Agreement without the written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.

5.11 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor designated above, has filed proof of such authority with County and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by the County.

5.12 E-Verify Employment Eligibility Verification. In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractorshall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.
County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

HOPEALIGHT, LLC

_____

By: _____ Date:_____

Printed: _____

Title: _____

County:

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA

By: _____ Date: _____
David S. Byers

By:_____ Date: _____
Tracy S. Brown

By:_____ Date:_____
Thomas P. Murtaugh

Attest _____
Robert Plantenga, Auditor

HOPE ALIGHT
Spark Hope. Ignite Change.

TRUST BASED RELATIONAL INTERVENTION®

Tippecanoe County Youth Services

Description	Dates	Unit Cost	Quantity	Total Cost
TBRI® Comprehensive Training -2 day virtual training -Includes all training materials -Up to 50 attendees	Sept. 29 and Oct. 1, 2020	$ 5,100	1	$ 5,100
Post Training Virtual Consultation -To support implementation -Six hour session	Oct. 28, 2020 Dec. 2, 2020 Jan. 6, 2021	$ 700	3	$ 2,100
Monthly Phone Calls (1 hour) -Collaboration with Rebecca -Support, updates, and planning	Sept., Nov., Feb. 2020	$ 125	3	$ 375
			Total	$ 7,575

Date of Proposal B: August 3, 2020
Proposal is valid for 30 days