



AMERICAN  
**STRUCTUREPOINT**  
INC.

June 8, 2011

Mr. Chandler Poole  
Director of Development  
City of West Lafayette  
609 West Navajo Street  
West Lafayette, Indiana 47906

Re: West Lafayette Fire Station – Minor Subdivision and Special Exception  
Proposal No. 201000734

Dear Chandler,

American Structurepoint, Inc. is pleased to provide the following proposal for the Minor Subdivision and Special Exception for the West Lafayette Fire Station project. We have prepared a scope of services based on recent discussions.

### **PROJECT SCOPE**

This project involves the development of an approximately 10,000-sft fire station facility on two to three acres located in Phase IV of the Purdue Research Park, West Lafayette, Indiana. The development will consist of one building, parking, and associated infrastructure. The scope of services includes the Minor Subdivision and Special Exception, as required by the Tippecanoe County Area Plan Commission (APC) and the Area Board of Zoning Appeals (AZBA).

### **PROJECT DELIVERABLES**

#### **A. MINOR SUBDIVISION**

1. Sketch plan preparation and filing with APC, including preparation of all required applications and coordination with the City of West Lafayette (Petitioner) and current land owner
2. Attendance at one technical review meeting with APC staff
3. Public hearing notifications and sign posting in accordance with APC requirements
4. Attendance at one public hearing for approval of the sketch plan (primary approval)
5. Preparation of the final plat, associated applications, monumentation, and coordination required for signatures and recording of the final plat with the County Recorder

#### **B. SPECIAL EXCEPTION**

1. The Special Exception process as required for construction of a fire station use within R1 (residential) zoning, in accordance with the AZBA bylaws

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2. All applications, public notices, sign postings, and coordination with Petitioner and current land owner required for the filing of the petition
3. Dimensioned site plan showing property lines, right-of-way lines, easements, existing and/or proposed structures, parking, and the general use of land within 500 feet of the subject property
4. Attendance at one public hearing for approval of the Special Exception.
5. Preparation of any required site or zoning exhibits.

**ADDITIONAL SERVICES**

The services listed above represent the total scope of services as we understand it at this time. Should the need for the following additional services arise, we are willing to provide them for a supplemental fee.

- ALTA surveys, easement or right-of-way descriptions, and land acquisition or appraisal services
- Zoning , rezoning, or variance submittals and presentations for public hearings, colored renderings, and exhibits for public hearings other than those items specifically required for the Special Exception and Minor Subdivision process outlined in this proposal
- Major Subdivision process
- Preparation of colored renderings

**ASSUMPTIONS**

The following assumptions have been made to prepare this proposal. If additional services are required as a result of a change in these assumptions, these services can be provided upon written authorization.

- A. If required for the Minor Subdivision process, the City would provide any necessary bonding.
- B. Legal services would be provided by the City Attorney.

**COMPENSATION**

Compensation for Basic Services rendered will be lump sum and invoiced monthly on a percent-complete basis. Full payment of invoices is due within 30 days from invoice date. The fee amounts are as follows.

**BASIC SERVICE FEES**

Minor Subdivision .....	\$6,900
Special Exception.....	\$3,200

**REIMBURSABLE EXPENSES**

Anticipated Reimbursables .....	\$1,600
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If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

**REIMBURSABLE EXPENSES**

The following expenses will be considered reimbursable and will be invoiced at 1.1 times their direct cost on the monthly invoices.

- A. Expenses of mileage at the federal rate at the time of occurrence for travel associated with this project

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- B. Reproduction services for plans and specifications other than for normal in-house coordination
- C. Mounting drawings on foam core or similar hard surface
- D. Overnight postage, certified mail, and delivery services
- E. Application and/or filing fees, costs associated with public notices or sign postings, and other costs associated with the Minor Subdivision and Special Exception processes.

Chandler, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal and the execution of the attached EJCDC short form contract. If you have any questions, please feel free to contact our office at (317) 547-5580.

Very truly yours,  
American Structurepoint, Inc.



Ross L. Nixon, PE  
Project Engineer



Michael T. Latz, PE  
Civil Engineering Group Leader

RLN/MTL:mek

Attachment

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of           date of latest required signature on page 4           ("Effective Date") between

City of West Lafayette, Indiana ("Owner")

and American Structurepoint, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for West Lafayette Fire Station Minor  
Subdivision and Special Exception ("Project").

Description of Engineer's Services: Please see Engineer's letter dated June 8, 2011

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of ~~1.0%~~ **1.5%** per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

- b. By Engineer:
  - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C 700, 2002 Edition).~~ Owner shall require Contractor to purchase and maintain general liability and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability purchased and maintained by Contractor for the Project.

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. Notwithstanding any term or condition herein to the contrary, in the event litigation is commenced to enforce any term or condition herein, the prevailing party shall be entitled to reasonable costs of litigation including a reasonable attorney fee.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. 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 Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Owner and the Engineer 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 also to 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 among the parties to all those agreements.

J. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Lump Sum Basis)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 10,100 plus a reimbursables allowance of \$1,600

~~B. The Engineer's compensation is conditioned on the time to complete construction not exceeding \_\_\_\_\_ months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of West Lafayette, Indiana

By: \_\_\_\_\_  
Title: John R. Dennis, Mayor

By: \_\_\_\_\_  
Title: Sana G. Booker, Member

By: \_\_\_\_\_  
Title: Bradley W. Marley, Member

By: \_\_\_\_\_  
Title: Jonathan C. Speaker, Member

By: \_\_\_\_\_  
Title: Elizabeth M. Stull, Member

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk-Treasurer Judith C. Rhodes

Address for giving notices:

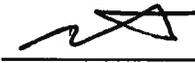
Chandler Poole

609 West Navajo Street

West Lafayette, Indiana 47906

Engineer:

American Structurepoint, Inc.

By:   
Title: Michael T. Latz, Civil Engineering Group Leader

Date Signed: \_\_\_\_\_

Engineer License or Certificate No. PE60018834  
State of: Indiana

Address for giving notices:

Willis R. Conner

7260 Shadeland Station

Indianapolis, Indiana 46256