



608 Columbia Street
Lafayette, Indiana 47901
765.250.9209

January 22, 2020

Mr. Dennis Carson, Director
Economic Development Department, City of Lafayette
515 Columbia Street
Lafayette, IN 47901
Email: dcarson@lafayette.in.gov

RE: Jefferson Neighborhood – Community Enhancement Plan

Dear Dennis,

We're excited and grateful to be asked to continue working with the City on meaningful projects. On the heels of the Wabash Neighborhood planning efforts, you've asked us to help create a neighborhood-oriented plan for the Jefferson Neighborhood. We thank you for this opportunity!

The Jefferson Neighborhood has historical significance to the growth and rail history of the City of Lafayette. The historic neighborhood was largely built during the Railroad Era, primarily for working-class German immigrants. The neighborhood was named after Jefferson High School, located on the eastern boundary of the neighborhood, which still exists but no longer serves as a school. The neighborhood contains primarily residential structures that date mostly from 1850 to 1950 and are characterized by cottages, duplexes, apartment buildings, and former industrial and commercial buildings. The neighborhood lies in a mostly flat area surrounded to the east and south by steep hills. The Pearl River once cut across the neighborhood but is completely underground. The neighborhood is somewhat small and totals approximately 50 acres. The Jefferson Neighborhood is a mix of homeowners and renters. In general, this neighborhood is transitioning due to its proximity to downtown. This process is important as a proactive step in advance of future development pressures. While this neighborhood is perceived as stable, there are crime issues, problem rentals/landlords and a lack of community advocacy and organization. The purpose of this study is to identify issues, assets, and opportunities to plan a vibrant future:

- (1) **Housing and development** – strengthening the quality of housing; encouraging more investment and ownership; addressing problem rental properties; infilling areas where housing or commercial development don't currently exist, and providing a diversity of housing choices to supplement downtown development.
- (2) **Safety and services** – advocating for a safer neighborhood through sound planning and policy; determining aspects of the physical environment that can improve the perception of safety. The stability and perception of this neighborhood greatly influence the vibrancy and perception of the same in the commercially oriented downtown/Main Street.
- (3) **Community organization** – encourage/facilitate more engagement from key individuals invested in the neighborhood.
- (4) **Quality of the environment** – addressing minor connectivity, street design (including complete streets improvements to 9th, Ferry, Erie, and Union Streets) and open space issues and exploring opportunities with the safety of residents in mind
- (5) **Building partnerships** – inviting property owners and businesses, industry, and institutions (particularly those downtown) into the conversation about the neighborhood's future; asking these parties to recognize their role and responsibility relative to equity and neighborhood fabric.

1.0 Project Information

The proposal herein is an agreement between the City of Lafayette (“Client”) and MKSK (“Consultant”) and is based on the initial project information set forth below. The Client and Consultant agree as follows.

- 1.1 Project Description: Neighborhood enhancement plan for the Jefferson Neighborhood, including development, preservation, infill, housing, transportation, open space, downtown access, and implementation recommendations.
- 1.2 Project Location & Boundaries: The project boundary is defined by N 9th Street to the west, Union Street to the north, Erie Street to the east, and Ferry Street to the south. The connection to Main Street will also be explored. Refer to Exhibit A.
- 1.3 Project Schedule: We understand that this work shall begin following the Redevelopment Commission Meeting in January 2020. The work described herein is proposed to take place over six months.

2.0 Project Team

The Consultant will complete the work from the Indianapolis office location. The project team will include Eric Lucas as Principal-in-Charge and Aaron Kowalski as Project Manager (from MKSK’s Indianapolis office), and others as necessary. We have not included sub-consultants.

3.0 The Engagement Process

This plan will acknowledge the strong and unique attributes of the Jefferson Neighborhood as foundational to the planning work as well as the planning process. Some attributes, like those listed above, can be starting points while others will be uncovered during the future conversations we have with residents, community leaders, business owners, and others. Throughout our process, we will engage the neighborhood early, often, and in meaningful ways. The outcome will be an action-oriented plan that inspires residents, businesses, institutions, and city leaders to visualize the Jefferson Neighborhood’s future. We will deliver a report that outlines our findings and guides the city, the neighborhood, and investors on the next steps.

- 3.1 We will validate the topics with neighborhood and city leaders before the beginning of our work. To explain a process, we’ve assumed the five (5) topics described above.
- 3.2 Create a Steering Committee of approximately ten (10) people, which could consist of local business owners, elected officials, organization representatives, interest groups, residents, etc.
- 3.3 We will lead a series of Steering Committee meetings surrounding each of the five (5) enhancement topics. In general, meetings would include a listening/brainstorming session, followed by an idea session. This could be accomplished throughout five (5) neighborhood meetings; however, at the onset of the project, we will develop a meeting frequency that appeals to the neighborhood.
- 3.4 Up to ten stakeholder meetings, which include small groups and individuals (one day/follow up calls).
- 3.5 Taking cues from the spirit of the neighborhood, we will host a neighborhood workshop to encourage discussion. We will seek solutions that are achievable and championed by neighborhood residents. We will share ideas that relate to the scale and character of the neighborhood. We will solicit ideas from residents.
- 3.6 Sessions will be interactive. We will leverage existing events, meeting places, and good weather to seek broad participation.

Assuming the planning process concludes during the summer months, we recommend a celebratory neighborhood meeting with games and locally-catered food and drink.

- 3.7 If authorized, we will hold an open house to share out project updates and gain valuable public input at the end of the process.
- 3.8 We will create an action-oriented 'community enhancement plan' that addresses each of the five (5) enhancement topics. We will identify partnerships with city resources, neighborhood anchors, and others.
- 3.9 The process shall follow a six (6) month timeline.

4.0 Scope of Services

Based on your team's input, below is a detailed scope and fee proposal for a comprehensive neighborhood plan. The process will include three phases of work: Learning, Opportunities, and Recommendations. Throughout the work, the six enhancement topics will become a framework for planning tasks and neighborhood engagement.

4.1 PHASE 1: LEARNING (month 1)

During the Learning Element, we will build a solid foundation of knowledge to make informed proposals for the study area. In doing so, the team will gather and review existing data and reports, collect field data, and meet to understand concerns and identify goals, aspirations, and priorities.

4.1.1 Data Acquisition/Review

We will procure relevant data from available public and private sources as budget allows. We will review all available data to assess the quality and verify gaps and will report this assessment to the City. The City will provide all available municipal data and assist in the procurement of GIS data from Tippecanoe County. We will compile relevant available data for the following items:

- Property ownership (i.e., parcel) data and valuation
- Current land and building use
- Streets and transportation infrastructure (e.g., edge of pavement, speed limits, traffic signals, bicycle facilities, bus stops, etc.)
- Public and private utility infrastructure (e.g., storm and sanitary sewers, water, electric and gas, etc.), including line sizes and capacities.
- Existing commercial and residential inventories and occupancy/vacancy
- Topography and natural features
- Floodway and floodplain
- Parks, open space, public gathering spaces, points of interest and amenities
- Population, employment, and demographic information
- Existing zoning and future land use designations
- Other relevant physical conditions data that may be readily available

4.1.2 Relevant Data Review

Review of relevant studies, reports, regulations, and policies as determined by the Client. These will include the Downtown Lafayette Planning and Countywide Housing Study,

Tippecanoe County Unified Zoning Ordinance, the Tippecanoe County Land Use Plan, the Tippecanoe County Thoroughfare Plan, Lafayette TIF Districts, the Lafayette Bicycle & Pedestrian Master Plan, the Lafayette Trails and Greenways Master Plan, adjacent neighborhood plans (Centennial Neighborhood, etc.), previous neighborhood planning efforts, and any additional current/ongoing planning efforts as well as recent or planned improvements in infrastructure.

4.1.3 Field Data Gathering

We will visit the study area to conduct a walking survey. This survey will fill information gaps where possible. The field survey will focus primarily on:

- Visual/qualitative assessment of physical development conditions
- Inventory of crime data/hot spots
- Inventory of occupied and vacant residential buildings (inc. an understanding of living conditions in general – with assistance from City housing staff)
- Inventory of occupied and commercial/retail appropriate spaces

4.1.4 Synthesis

We will develop an existing conditions report (to be included as a section of the final project report) that describes existing physical conditions using maps, images, statistics, and information graphics. This information will inform the balance of the project.

4.2 PHASE 2: ANALYSIS AND OPPORTUNITIES (months 2-3)

Using the information gathered during the Learning Element, we will conduct physical analyses. During this phase, we will uncover the neighborhood's challenges and opportunities. We will identify the positives to build around and the areas to improve. We will examine the neighborhood through the lenses of the six enhancement topics and will prepare alternatives that seek to address challenges and leverage the positives. Our engagement process will ensure that information is discovered through and vetted with the neighborhood for accuracy and feedback. We will convey ideas and solutions through a combination of hand-drawn and digital site sketches and plans, benchmark imagery, and other graphics.

4.2.1 Housing and development

We will work with neighborhood leaders to understand the status of existing housing and infill/stabilization strategies that are underway. One area of focus will be problem rental properties and opportunities to improve them through a mix of policy, neighborhood stabilization, and redevelopment opportunities. We will map the sites that have been improved and those which demonstrate a need. We will analyze opportunities for other housing improvements including historic properties. Simultaneously, we will analyze other non-residential areas of the neighborhood to determine the feasibility of new development. Within these areas, we will identify opportunities for new housing and commercial space.

4.2.2 Safety and services

Through listening, we will seek to understand the neighborhood's concerns and challenges relative to safety and services. We will identify the opportunities to enhance safety, which could

include measures related to traffic, lighting, policing, and others. We will identify those services which are missing from the neighborhood and seek opportunities for their integration. We will instill best practices of safety by design during this phase of the process. We will also engage with residents and property owners to understand what policies or organizations can help with safety through real programs (such as neighborhood crime watch block clubs). To assist in this topic, we will meet with City engineering, police, and fire departments, CityBus officials, and others.

4.2.3 Community Organizing

We will work with the neighborhood to build capacity and organization to provide input, rally behind this plan, and support plan implementation. Today, the Jefferson neighborhood is not as engaged as others around downtown, and this process is an opportunity to energize residents and business owners and build capacity. We will analyze the neighborhood attributes and identify built-environment opportunities, including those that may be more do-it-yourself oriented, to celebrate the sense of community. We will also identify opportunities to involve the residents, businesses, and institutions in helping to create and activate these identity-supporting spaces and elements physically. As part of this focus, we may also develop an organizational strategy to continue building neighborhood capacity long after this planning process concludes.

4.2.4 Quality of Environment

We will inventory and evaluate the quality of the environment in the neighborhood from a physical and psychological perspective with an eye towards quality of life. Aspects of this focus area may include providing recommendations to improve minor connectivity, street design (including complete streets improvements to 9th, Ferry, Erie, and Union Streets) and open space issues and exploring opportunities with the safety of residents in mind. An aspect of this focus will be safety through design. Best practices and case studies will be explored, and recommendations will be developed.

4.2.5 Building Partnerships

We will invite those who have properties, businesses, industries, or institutions within the neighborhood to the table to discuss equity, values, and their long-term role in Jefferson Neighborhood. We will identify opportunities for working together to create a shared vision and understand opportunities that support existing investment.

4.2.6 Synthesis

We will develop an opportunities report (to be included as a section of the final project report) inclusive of all five (5) enhancement topics. This information will serve as the basis for planning and design recommendations during the balance of the project.

4.3 PHASE 3: Recommendations (months 4-6)

During the Recommendations Phase, we will build upon the opportunities identified for each of the five (5) enhancement topics to create a cohesive vision for the neighborhood that can be accomplished through an action-oriented implementation plan. We will illustrate planning and design recommendations using a combination of hand-drawn site sketches and plans, illustrative plans, elevations, benchmark imagery and other graphics. We will outline implementation steps through

visually-oriented tables. We will supplement all recommendations with written narratives. All recommendations will incorporate feedback received throughout the planning process and will be shared for vetting with staff and the neighborhood for review and input.

4.3.1 Housing and development

We will recommend appropriate housing and commercial development types, locations, densities, and parking solutions. We will create sketches and plans of development concepts (inc. potential massing models) to illustrate future opportunities.

4.3.2 Safety and services

We will make recommendations for those safety measures that are appropriate for the neighborhood. Included in these will be Crime Prevention Through Environmental Design (CPTED) strategies. We will also make recommendations for public transportation. Recommendations will be specific to the needs of the community and be outlined in table-format.

4.3.3 Community Organizing Strategies

We will focus on helping with short-term steps to build capacity within the neighborhood for current and future community capacity. This organizational strategy will look at best practices on how to build a sustainable neighborhood group focused on implementation.

4.3.4 Quality of Environment

Through analysis, opportunities to improve the quality of the environment in the Jefferson neighborhood will be identified. As part of this, physical improvements to the streetscape, key intersections, existing open space, and quality of life amenities will be recommended. We will recommend the appropriate elements and themes to celebrate the identity and culture of the Jefferson Neighborhood. We will identify locations and provide conceptual-level ideas for these elements. We will also make recommendations for how residents can assist in the creation of these elements and organize activities within elements/spaces to provide sustained and locally-generated activation.

4.3.5 Building partnerships

We will recommend ways that businesses, industries, and institutions can support the sense of community. A strategy will be developed to build capacity in partnerships over time. Recommendations will be outlined in table-format.

4.3.6 Implementation Strategies

We will focus on the catalyst projects and provide a matrix of actions needed to realize recommendations. We will outline a clear set of steps and options for which subsequent implementation entities—either existing or new—can follow through. We will include materials to help communicate concepts to the public, property owners, businesses, foundations, agencies, and investors. It will likely include, but is not limited to, recommendation on:

- Public/private partnerships
- Potential deal structuring
- Political/governance strategy

- Development guidelines
- Incentive tools
- Public improvements
- Private development options
- Action steps and phasing

The resulting implementation matrix will catalog all policy and strategy recommendations as well as potential development sites/zones along within the study area. These will be organized by short/medium/long- term goals and identify priorities.

4.3.7 Draft and Final Report

We will prepare a draft report. Upon receiving feedback, a final report and presentation will be delivered as a digital document. This written report will include an executive summary and all maps, graphics, tables, charts, and other supporting analysis that illustrates and properly explains the findings and opportunities. All supporting data and documentation will also be supplied in an electronic format.

5.0 If-Authorized Services

Services that are not listed herein shall not be provided by the Consultant without written and additional fee authorization from the Client.

6.0 Fee

We propose to complete this scope of work for a professional services fee of \$65,000.

We estimate reimbursable expenses to be \$1,500, including a final printing of four letter-sized, color, bound reports.

As an additional service, we can coordinate a celebratory open house, which includes facility fees, materials, and two renderings for a professional services fee of \$7,500.

7.0 Terms & Conditions

See attached Exhibit B.

8.0 Required Language (City of Lafayette Additional Terms and Conditions)

See attached Exhibit C.

9.0 Insurance

See attached Exhibit D.



Again, thank you for considering MKSK for this project. We are excited about working with the City to develop transformative solutions for such a unique neighborhood. Pending any final comments from your team, we will be ready to present our approach and process at the February 2020 meeting.

Respectfully Submitted,

Eric Lucas, RLA, ASLA Principal

Authorization

Client *(Signature)*

Date

Client *(Print Name and Title)*

Eric M. Lucas for MKSK, Inc.

1/22/2020

Date

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 23rd day of January 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Donald J. Teder

Jos Holman

T.J. Thieme

Sherry Henriott

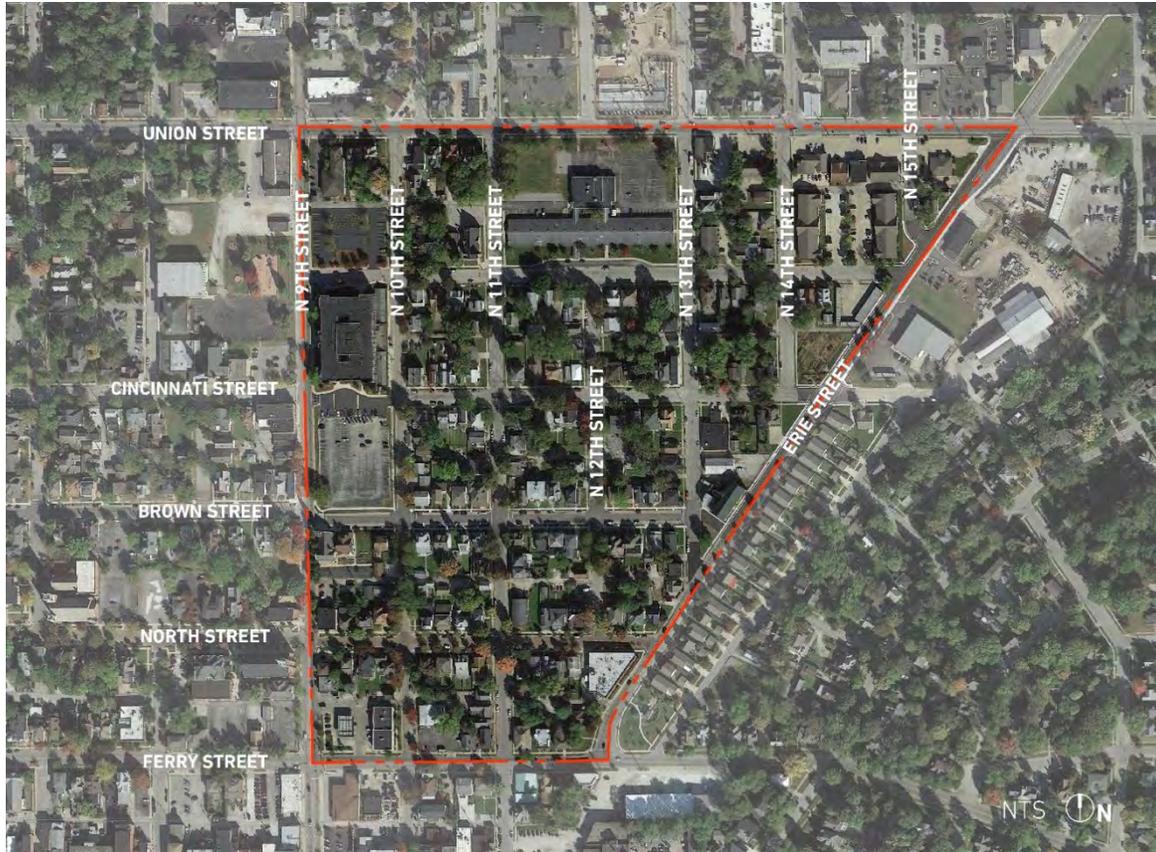
Jim Terry

ATTEST:

Dave Moulton

Randy Bond

Exhibit A: Project Location & Boundaries



Note: Blocks adjacent to boundaries will be studied, and the connection to Main Street will be studied.

Exhibit B:

TERMS AND CONDITIONS OF PROPOSAL



DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11"	\$ 0.15	Color Plot 18" x 24"	\$ 15.00
B/W Copy 11" x 17"	\$ 0.30	Color Plot 24" x 36"	\$ 25.00
B/W Copy 18" x 24"	\$ 1.00	Color Plot 30" x 42"	\$ 35.00
B/W Copy 24" x 36"	\$ 2.00	Color Plot 36" x 48"	\$ 45.00
B/W Copy 30" x 42"	\$ 3.00	Color Pres.Plot18" x 24"	\$ 25.00
B/W Copy 36" x 48"	\$ 4.00	Color Pres.Plot24" x 36"	\$ 45.00
Color Copy 8.5" x 11"	\$ 1.00	Color Pres.Plot30" x 42"	\$ 70.00
Color Copy 11" x 17"	\$ 2.00	Color Pres.Plot36" x 48"	\$ 85.00

STANDARD HOURLY RATES/ ADDITIONAL SERVICES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal.

Principal	\$ 210	Urban Planner II	\$ 115
Senior Associate	\$ 165	Urban Planner I	\$ 105
Associate	\$ 150	Graphic Designer III	\$ 125
Landscape Architect III	\$ 125	Graphic Designer II	\$ 105
Landscape Architect II	\$ 115	Graphic Designer I	\$ 95
Landscape Architect I	\$ 105	Intern	\$ 70
Urban Planner III	\$ 125	Administration	\$ 70

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are

subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon fifteen (15) days written notice with or without cause. The Client shall within thirty (30) days of termination compensate the Consultant for all services performed including all costs and direct project expenses incurred up to the date of termination.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

SEVERABILITY Any term or provision of this Agreement

TERMS AND CONDITIONS OF PROPOSAL



found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

STANDARD OF CARE In providing services under this Agreement, the Consultant will 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.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms

cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

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

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Noelle Boyd PHONE (A/C. No. Ext): 216-367-4954 FAX (A/C. No): 216-839-2815 E-MAIL ADDRESS: nmboyd@oswaldcompanies.com												
INSURER(S) AFFORDING COVERAGE													
INSURED MSK2L-1 MKSK, Inc. dba MKSK; Myers Schmalenberger, Inc.; Kinzelman Kline Gossman Ltd., dba MKSK 462 South Ludlow Alley Columbus OH 43215	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Charter Oak Fire Insurance Co</td> <td style="text-align: right;">NAIC # 25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td style="text-align: right;">25658</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td style="text-align: right;">32603</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Charter Oak Fire Insurance Co	NAIC # 25615	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : Travelers Indemnity Company	25658	INSURER D : Berkley Insurance Company	32603	INSURER E :		INSURER F :	
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INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: 102779360** **REVISION NUMBER: 11/20/2013**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	680-4H481956-19-47	11/14/2019	11/14/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> All Primary	Y	Y	BA-1B331139-19-GRP	11/14/2019	11/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-1B337802-19-47	11/14/2019	11/14/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 Excludes Professional \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8J011761-19-47-G	11/14/2019	11/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER OH Stop-Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made Retro Date: 06/01/1987	N	Y	AEC-9024948-04	11/14/2019	11/14/2020	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.
 Project: Jefferson Neighborhood – Community Enhancement Plan
 The City of Lafayette is named as additional insured

CERTIFICATE HOLDER City of Lafayette City Annex, 515 Columbia St. Lafayette IN 47901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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