

June 22, 2018

Dennis Carson
Director, Economic Development Department
City of Lafayette, IN
Lafayette, IN 47901

RE: Downtown Mixed-Use Parking Facility Feasibility Study

Dear Dennis,

It has been a pleasure working with you to determine the viability of a mixed-use project with structured parking that accommodates the goals of the City of Lafayette. The next step in moving this potential project forward is to complete a conceptual development package.

The conceptual development package will provide answers to key questions, and will help your team make an informed decision on whether to move forward.

- Does it fit and flow? Our team will compose conceptual site layouts, floor layouts, and parking facility layouts.
- Does it meet your goals? You will know how many parking spaces are available to the public and how many support potential private development. You will have a budget and a pro forma so you know how much the project will cost, what the gap/city support is, and what the return on investment is for a potential private entity.
- What will it look like? Our team will develop a 3-D model that can be used for marketing materials and presentations to financiers, the public, and local approving bodies.

Site Due Diligence is not included in the scope of this proposal. At a minimum, the survey should be completed as soon as possible. A swing of five feet in any direction will have great impact on the project.

Our team would include Axis Architecture + Interiors, Tom Walters, Envoy Construction Management (for cost estimating and pro forma), a structural engineer, a site/civil engineer, and a MEP engineer.

We propose a not to exceed fee of \$25,000 to complete the conceptual development package. For perspective, this would be .4% of a \$6 million project (typical of a 250- to 300-space structured parking facility). We believe we can complete this work in six (6) weeks. If we are released to start work on June 29, we can deliver the package in mid-August.

Axis Architecture + Interiors has completed many similar P3 projects, multiple large-scale parking structures, and many mixed-use projects in urban environments. You will have the benefit of our vast experience, as well as the most recent data in pricing and inputs for the budget and pro forma from Envoy Construction.

Please sign and return this proposal letter via post or emailed PDF. If you have any questions, please call me at 317-264-8162. Thanks again.

Respectfully submitted,



Chris Hagan AIA, Associate Principal
Axis Architecture + Interiors



PROPOSAL

SCOPE OF SERVICES

A. Project Description

The project is a downtown mixed-use parking facility feasibility study for the City of Lafayette. The target size will be 250-350 spaces.

B. Scope of Services

The following items will be included within the conceptual development package.

1. Zoning Review: Review zoning requirements.
2. Stakeholder charrette session: Determine the project goals.
3. Project Program: Tabular format detailing proposed building statistics like gross area, net leasable area, parking counts, and more.
4. Meetings: Two (2) meetings with the City of Lafayette and identified stakeholders.
5. Site Layout Drawing: Develop a conceptual site plan showing proposed building footprint, automobile access, utility locations, delivery and garbage access, and proposed landscape/streetscape.
6. Conceptual floor plans for garage (all levels), lease areas, and apartments.
7. Visualizations: SketchUp renderings showing proposed materials in context with existing environment.
8. Conceptual Budget: Cost estimate based on building construction type and project areas.
9. Pro Forma: Sample developer return on investment and income/expense projections.
10. Project Development Timeline: Gantt-type chart that shows proposed schedule from conceptual design, through detailed design, groundbreaking, and ribbon cutting.
11. Partner consultants will be pulled in for expertise in:
 - Structural systems and column layout.
 - Initial mechanical system selection.
 - Estimating and scheduling.
 - Zoning and site design.

C. Schedule

We anticipate the project schedule to be as follows:

Conceptual Development Package: 6-8 weeks

With approval of this proposal, Axis can begin working on the project beginning the week of July 2.

D. Project Compensation

The fee for these services is not to exceed \$25,000.

We will bill on an hourly, not-to-exceed basis, and will bill monthly based on the number of hours spent on the project. Our invoices will be due upon receipt. We reserve the right to charge interest at the rate of 1.5% per month on unpaid balances due beyond thirty (30) days. We also reserve the right to terminate work completely if invoices remain unpaid beyond thirty (30) days.



E. Reimbursables

Reimbursable expenses for plotting, printing, couriers, mileage, or production of presentation boards will be invoiced separately in addition to our fees for design services listed above.

F. Additional Services

Supplemental or additional services, which are not included in this proposal, shall be provided if authorized or confirmed in writing by the Owner. Additional services, if required, will be billed at a mutually agreed lump sum or at the hourly rate for the corresponding design discipline. Axis and its' consultants will not proceed with additional services without prior communication and approval.

1. Photorealistic 2-D or 3-D renderings.
2. Architectural development of project beyond amount stated in the paragraphs above.
3. Structural, Civil, Landscape or MEP design.
4. Boundary surveys, topographic surveys, easement surveys, or descriptions.
5. Soils studies, borings, or testing.
6. Zoning or variance assistance required for design approvals.
7. Attendance at public or private meeting (in addition to those in scope above) or hearings as necessary for zoning or other governmental agency approvals or reviews.
8. Services of special consultants such as might be required for soils testing, materials testing, audio/visual system consultants, voice/data (IT) consultants, security system consultants, kitchen consultants, etc.
9. Application or permit fees.

Additional services will be billed at an agreed upon fee or per our hourly billing rates are as follows:

Principal:	\$225/hour
Associate Principal:	\$185/hour
Project Manager:	\$170/hour
Project Architect:	\$135/hour
Interior Designer:	\$125/hour
Graduate Architect:	\$110/hour
Administration:	\$80/hour
Code Review Consultant:	\$150/hour

G. Summary

Authorizing this proposal constitutes an agreement with Axis Architecture + Interiors with the scope, terms, and fees indicated above. This agreement is subject to the City of Lafayette Standard Terms & Conditions attached hereto.

Authorization to Proceed:

Dennis Carson
Director, Economic Development Department
City of Lafayette, IN

Date

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. Services may be billed monthly for the hours and costs expended during that period.
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.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 28th day of June, 2018.

LAFAYETTE REDEVELOPMENT COMMISSION

Donald J. Teder, President

Jos Holman, Vice President

T.J. Thieme, Secretary

Shelly Henriott

Jim Terry

ATTEST:

Dave Moulton