



1281 Win Hentschel Boulevard
West Lafayette, IN 47906
765.250.9209

~~NOVEMBER 2, 2018~~
REVISED, February 21, 2019

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

RE: Wabash 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 Five Points and Downtown Planning efforts, you've asked us to help create a neighborhood-oriented plan for the Wabash Neighborhood. We thank you for this opportunity!

The known attributes of this neighborhood are distinct. The Wabash Neighborhood is place where residential pockets and industrial-type businesses have peacefully co-existed for decades. The Wabash Avenue corridor threads the needle between the Wabash River and the CSX rail line, both of which historically made this area attractive to the types of industry that still thrive today. The neighborhood appears to be fairly small; less than 200 houses and several important neighborhood anchors. However, its footprint occupies over 150 acres, 100 of which are out of the floodplain, making it quite sizable. In comparison, the Five Points study area totals approximately 35 acres. Despite its overall size, this neighborhood enjoys proximity to downtown and our region's most valuable natural resource – the Wabash River. It is an authentic place with a do-it-yourself attitude and a growing culture of neighborhood events and resident-driven improvements. The neighborhood is home to multiple generations of families, young families and couples, with a split of ownership and rental properties; it is a collection of people – artists, craftspeople, entrepreneurs, business owners, and more – creating a strong and unique micro-economy. The culture of place that exists within the existing Wabash Neighborhood is worth emphasizing as the neighborhood is planned.

The Wabash Neighborhood is a melting pot of people and industry seeking a common path forward. The purpose of this study is to amplify the neighborhood's positive momentum into resident-driven enhancements to:

- (1) **Streets and connectivity** – better connecting this neighborhood to other areas; rethinking traffic and street design with residents in mind.
- (2) **Open space, parks, and river access** – providing the right type of places for residents and families to gather and recreate; linking the neighborhood to the Wabash River and its trail network.
- (3) **Housing and development** – strengthening the quality of housing; infilling areas where housing or commercial development don't currently exist and providing diversity of housing choices to supplement downtown development.
- (4) **Identity and activation** – capturing the essence of this neighborhood through markers, gateways, crosswalks, lighting, art, or other devices that resonate with residents; identifying quick and easy neighborhood-oriented projects that can build community and create a sense of ownership.
- (5) **Safety and services** – advocating for fire, police, and transit needs; determining aspects of the physical environment that can improve the perception of safety.

- (6) **Business, industry, and institutional relations and partnerships** – inviting businesses, industry, and institutions 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:** Urban redevelopment plan for the Wabash Neighborhood, including development, preservation, infill, housing, transportation, open space, river access, and implementation recommendations.
- 1.2 **Project Location & Boundaries:** The project boundary is consistent with the Wabash Neighborhood boundary, which is defined by the CSX rail line to the east and north, the Wabash River to the west, and Cargill to the south. Refer to Exhibit A.
- 1.3 **Project Schedule:** We understand that this work shall begin following the Redevelopment Commission Meeting in early 2019. The work described herein is proposed to take place over a six-month period of time. At the onset of the project, we will produce an updated project schedule for internal use.

2.0 Project Team

The Consultant will complete the work from the West Lafayette 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 subconsultants.

3.0 The Engagement Process

This plan will acknowledge the strong and unique attributes of the Wabash Neighborhood as foundational to the planning work as well as the planning process. Some attributes, like those listed above, can starting points while others will be uncovered during the future conversations we have with residents, community leaders, businessowners, 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 Wabash Neighborhood’s future. We will deliver a report that outlines our findings and guides the city, the neighborhood, and investors on next steps.

- 3.1 We will validate the topics with neighborhood and city leaders prior to the beginning of our work. For the purposes of explaining a process, we’ve assumed the six (6) topics described above.
- 3.2 We will lead a series of neighborhood meetings surrounding each of the six (6) enhancement topics. Each topic would include a listening/brainstorming session followed by an ideas session. This could be accomplished over the course of six meetings, however, at the onset of the project we will develop a meeting frequency that appeals to the neighborhood.
- 3.3 The process shall follow a six (6) month timeline.
- 3.4 Taking cues from the spirit of the neighborhood, sessions will 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.

- 3.5 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.
- 3.6 We will create an action-oriented 'community enhancement plan' that addresses each of the six (6) enhancement topics. We will identify partnerships with city resources, neighborhood anchors, WREC, and others.

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 in order 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 quality and verify gaps and will report this assessment to the City. The City will provide all available municipal data and assist in 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 utilities 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, 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
- Verify existing traffic control, existing intersection lane configuration, and to observe peak-hour traffic operations.
- Inventory of occupied and vacant residential buildings
- 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, and 4)

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 Streets and connectivity

We will review vehicular, bus and pedestrian circulation and connections and identify needs and missing links. We will analyze various traffic calming measures and methods for integrating multi-modal transportation. We will examine the function and quality of the existing streetscape and identify opportunities for enhancements. We will quantify and evaluate on-street parking and identify opportunities for integration with overall transportation enhancement goals.

4.2.2 Open space, parks, and river access

We will analyze the quality, character, location, proximity, and function of parks and open space and their relevance to needs and changes in the study area. We will uncover opportunities for enhancing existing public realm space and/or developing new public realm streets, alleys, plazas, and structures that support and/or reinforce the needs and identity of the Wabash Neighborhood. We will analyze walkability to understand the presence of and functional safety of sidewalks and trails. We will identify opportunities for improved street vibrancy. We will analyze topographic and hydraulic conditions along the Wabash River. We

will identify opportunities for new connections, gathering areas, and river access.

4.2.3 Housing and development

We will work with neighborhood leaders to understand the status of existing housing and infill/stabilization strategies that are underway. We will map the sites that have been improved and those which are in 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.

4.2.4 Identity and activation

The culture of this neighborhood is strong. Its identity will influence physical planning and implementation steps. 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 physically create and activate these identity-supporting spaces and elements.

4.2.5 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, such as public transportation and seek opportunities for their integration. We will instill best practices of safety by design during this phase of the process. To assist in this topic, we will meet with City engineering, police, and fire departments, CityBus officials, and others.

4.2.6 Business, industry, and institutional relations and partnerships

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

4.2.7 Synthesis

We will develop an opportunities report (to be included as a section of the final project report) inclusive of all six 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 5 and 6)

During the Recommendations Phase, we will build upon the opportunities denied for each of the six 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 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 Streets and connectivity

We will make recommendations for street and intersection improvements, new streets and connections that may not exist today, improvements to walkability and multi-modal integration, and streetscape enhancements. We will create overall circulation and connectivity diagrams, as well as three-dimensional digital models of typical street cross sections and key intersections which illustrate proposed changes.

4.3.2 Open space, parks, and river access

We will make recommendations for the location, character, and programming of parks, open spaces and river access. We will create conceptual plans of these spaces to illustrate how they connect to adjacent conditions and how they can be programmed with elements and subspaces. We will also recommend connectivity to Downtown.

4.3.3 Housing and development

We will recommend appropriate housing and commercial development types, locations, densities, and parking solutions. We will create a three-dimensional, digital massing model of the study area to illustrate future opportunities.

4.3.4 Identity and activation

We will recommend the appropriate elements and themes to celebrate the identity and culture of the Wabash 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 in order to provide sustained and locally-generated activation.

4.3.5 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 to public transportation. Recommendations will be specific to the needs of the community and be outlined in table-format.

4.3.6 Business, industry, and institutional relations and partnerships

We will recommend ways that businesses, industry, and institutions can support the sense of community. Recommendations will be outlined in table-format

4.3.7 Implementation Strategies

We will focus on the catalyst projects and provide a matrix of actions needed in order 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.

4.3.8 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 \$92,000. We estimate reimbursable expenses to be \$1,500, including a final printing of four letter-sized, color, bound reports.

7.0 Terms & Conditions

See attached Exhibit C.

8.0 Required Language

Consultant and Client 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, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party proportion to its negligence.

Consultant shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) with a combined single limit of \$2,000,000. The Client shall be named as an 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.

Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of City.

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.

The Consultant shall provide to the City Certificates of Insurance indicating the aforesaid coverage.

Pursuant to Indiana Code 5-22-16.5, Consultant hereby certifies that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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 hire employees through the E-Verify program. The Consultant does not knowingly employ an unauthorized alien.

9.0 Insurance

See attached Exhibit B.

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.

Respectfully Submitted,



Eric Lucas, RLA, ASLA
Principal

Authorization

Client *(Signature)*

Date

Client *(Print Name and Title)*



2/21/2019

Eric M. Lucas for MSK2, LLC, dba MKSK

Date

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 28th day of February 2019.

LAFAYETTE REDEVELOPMENT COMMISSION

Donald J. Teder, President

Jos Holman, Vice President

T.J. Thieme, Secretary

Sherry Henriott, Commissioner

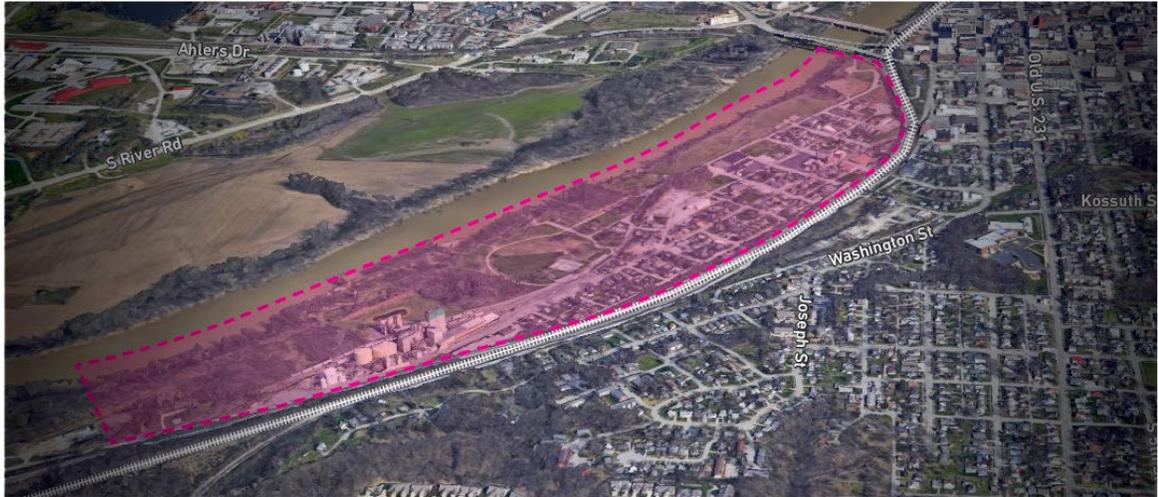
Jim Terry, Commissioner

ATTEST:

Dave Moulton

Randy Bond

Exhibit A: Study Area Boundary



Details:

1. 150 Acre Study Area (roughly the Wabash Area Neighborhood Boundary)
2. Approx. 50 Acres in the Floodplain
3. Approx. 100 Acres out of the Floodplain



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2019

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 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: Serena Turchik PHONE (A/C. No. Ext): 216-839-2807 FAX (A/C. No): 216-839-2815 E-MAIL ADDRESS: sturchik@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 style="width: 80%;">INSURER A: Charter Oak Fire Insurance Co</td> <td style="width: 20%; text-align: center;">NAIC # 25615</td> </tr> <tr> <td>INSURER B: Travelers P&C Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER E: Berkley Insurance Company</td> <td style="text-align: center;">32603</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Charter Oak Fire Insurance Co	NAIC # 25615	INSURER B: Travelers P&C Co of America	25674	INSURER C: Travelers Indemnity Company	25658	INSURER D: Travelers Indemnity Co of CT	25682	INSURER E: Berkley Insurance Company	32603	INSURER F:	
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INSURER D: Travelers Indemnity Co of CT	25682												
INSURER E: Berkley Insurance Company	32603												
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: 252096141** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	Y	Y	6804H481956	11/14/2018	11/14/2019	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> All Primary	Y	Y	BA1B331139	11/14/2018	11/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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	CUP1B337802	11/14/2018	11/14/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Excludes Professional \$
D	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/A <input checked="" type="checkbox"/> N		Y	UB3823T730	11/14/2018	11/14/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
E	Professional Liability Claims Made Retro Date:06/01/87	N	Y	AEC902494803	11/14/2018	11/14/2019	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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: WANA 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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TERMS AND CONDITIONS OF PROPOSAL



Exhibit C:

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 III	\$ 105
Associate	\$ 150	Urban Planner IV	\$ 70
Landscape Architect I	\$ 125	Graphic Designer I	\$ 125
Landscape Architect II	\$ 115	Graphic Designer II	\$ 115
Landscape Architect III	\$ 105	Graphic Designer III	\$ 105
Landscape Architect IV	\$ 70	Graphic Designer IV	\$ 70
Urban Planner I	\$ 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 Indiana.

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

TERMS AND CONDITIONS OF PROPOSAL



normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

SEVERABILITY Any term or provision of this Agreement 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.

CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officer's, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's subconsultants to all those named shall not exceed the amount of liability insurance available. 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.