NOTICE OF PUBLIC MEETING
OF THE
LAFAYETTE REDEVELOPMENT COMMISSION
BOARD OF WORKS ROOM, CITY HALL

Welcome And Call To Order

Election Of Officers
Current Officers:
Don Teder-President
Jos Holman-Vice President
T.J. Thieme-Secretary

Approve Minutes

Approve Minutes Of The December 19, 2019 Meeting And January 23, 2020 Meeting

Documents:

JANUARY 23 2020 MINUTES.PDF
DECEMBER 19 2019 MINUTES.PDF

Public Hearing
Resolution No. #LRC 2020-01 2020 Budget Resolution--A Resolution Appropriating Money For The Lafayette Redevelopment Commission For The Fiscal Year Beginning January 1, 2020 And Ending December 31, 2020, Including The Outstanding Claims And Obligations And Fixing A Time When The Same Shall Take Effect

New Business

Resolution No. #LRC 2020-01 2020 Budget Resolution
A Resolution Appropriating Money For The Lafayette Redevelopment Commission For The Fiscal Year Beginning January 1, 2020 And Ending December 31, 2020, Including The Outstanding Claims And Obligations And Fixing A Time When The Same Shall Take Effect

Documents:

RESOLUTION LRC 2020-01 BUDGET.PDF

Bid Openings
Main Street Streetscape III- Main Street between 10th and 11th Streets and 10th Street between Columbia and Ferry Streets

Streetscape Phase VI-3rd and Columbia Streets

BF&S Engineering-Professional Services Contract (Bike Lane- S 4th Street)

Documents:

4TH ST PAVEMENT MARKING AND SIGNAGE PLAN BFS AGREEMENT 1-15-2020.PDF

Keystone Architecture, Inc.-Lafayette Theater Building Assessment Agreement

Documents:

KEYSTONE-LAFAYETTE THEATER.PDF

MKSK-Jefferson Neighborhood Community Enhancement Plan Agreement

Documents:

MKSK JEFFERSON NEIGHBORHOOD ENHANCEMENTS PLAN SCOPE AND FEE PROPOSAL.PDF

T-Bird Design Services-2020 General On-Call Services Agreement

Documents:

GENERAL ON CALL AGREEMENT BETWEEN OWNER AND ENGINEER TBIRD.PDF

Director's Report

Claims

January Claims

Documents:

JANUARY 2020 CLAIMS.PDF

Public Comment

Adjourment

CITY OF LAFAYETTE

MINUTES OF THE
LAFAYETTE REDEVELOPMENT COMMISSION MEETING
January 23, 2019 11:00 am
Board of Works Room, City Hall

ATTENDANCE

COMMISSIONERS: Don Teder, Jim Terry
Absent: Shelly Henriott, Jos Holman, T.J. Thieme

EX-OFFICIO MEMBERS: Randy Bond, Dave Moulton

STAFF: Dennis Carson, Economic Development Director; John Collier, Asst. Economic Development Director; Jacque Chosnek, Deputy City Attorney; Jeromy Grenard, City Engineer; Cindy Murray, City Clerk; Dave Griffee, Engineering Assistant Director of Public Works

GUESTS: Colin Sullivan, Butler Fairman & Seufert, Inc.; Brian Pohlar, HWC Engineering; Michael Bennet, Milestone Contractors; Conrad Waters, Rieth Riley Construction; Tim Balensiefer, T-Bird Design Services; Jon Munn, T-Bird Design Services; Eric Lucas, MKSK; Aaron Kowalski, MKSK; John Hughey, Long Center; Justin Sorber, Keystone Architecture; Chris Morisse Vizza, Star City Broadcasting

Welcome

Dennis Carson welcomed everyone to the Redevelopment Commission meeting, noted that a quorum was not present, and opened the meeting of the Lafayette Redevelopment Commission at 11:00 a.m.

Public Hearing

The scheduled public hearing for ***Resolution No. #LRC 2020-01 2020 Budget Resolution***--*A Resolution Appropriating Money For The Lafayette Redevelopment Commission For The Fiscal Year Beginning January 1, 2020 And Ending December 31, 2020, Including The Outstanding Claims And Obligations And Fixing A Time When The Same Shall Take Effect* will be continued until Thursday, January 30, 2020 at 11:00am.

Bid Openings

The two scheduled bid openings for *Main Street Streetscape III- Main Street between 10th and 11th Streets and 10th Street between Columbia and Ferry Streets* **and** *Streetscape Phase VI-3rd and Columbia Streets* have been pushed to Thursday, January 30, 2020 at 11:00am. The contractors that submitted bids for these projects elected to take their bids and resubmit them at the January 30th meeting.

Adjournment

With no business conducted, the Redevelopment Commission meeting ended at 11:02am.

Respectfully submitted,
Michelle Conwell, Recording Secretary

Approved,

_____
T.J. Thieme, Secretary
Lafayette Redevelopment Commission

CITY OF
LAFAYETTE

MINUTES OF THE
LAFAYETTE REDEVELOPMENT COMMISSION MEETING
December 19, 2019 11:00 am
Board of Works Room, City Hall

ATTENDANCE

COMMISSIONERS: Shelly Henriott, Don Teder, T.J. Thieme
Absent: Jos Holman, Jim Terry

EX-OFFICIO MEMBERS: Randy Bond, Dave Moulton

STAFF: Dennis Carson, Economic Development Director; John Collier, Asst. Economic Development Director; Jacque Chosnek, Deputy City Attorney; Jeremy Diehl, Deputy Controller; Cindy Murray, City Clerk

GUESTS: Jason Semler, Baker Tilly; Greg Balsano, Baker Tilly; Andrew Buche, Integrate Build; Catherine Fanello, Kreig DeVault; Jody Hamilton, Greater Lafayette Commerce; Jim Pitoukkas, Greenstreet Advisors; Bob Hockema, 200 S 4th LLC; Rick Li, 200 S 4th LLC; Ryan Tobias, JDP; Josh Stroot, Sub 4 Development; Barry Knechtel, KJG Architecture; Colin Sullivan, BF&S; Brian Pohlar, HWC; Laura Chapman, Worwag Coatings; Dave Bangert, Journal & Courier, Linda Zimmerman

Welcome and Call to Order

Following the Economic Development Commission, Don Teder welcomed everyone to the Redevelopment Commission meeting, noted that a quorum was present, and opened the meeting of the Lafayette Redevelopment Commission at 11:25 a.m.

Approval of the Minutes

T.J. Thieme moved to approve the minutes of the Redevelopment Commission meeting from November 2019. Shelly Henriott seconded and the motion passed.

New Business

Resolution No. LRC 2019-09 Amending Declaratory Resolution of the Lafayette Redevelopment Commission Amending the Consolidated Plan for the Consolidated Creasy/Central Economic Development Area –This is the first step for the Nova Tower project and its proposed TIF backed bond financing. This resolution amends the Consolidated Creasy/Central Economic Development Area and plan to include this project. In addition, the resolution states that the Commission finds: "…that all property in the Consolidated Area will positively benefit from the 2019 Projects due to the development which is reasonably expected to encourage the attraction of new business and industry in the Consolidated Area and which it is reasonably believed will be of benefit to all citizens of the City." Catherine Fanello, attorney with Krieg DeVault, explained that passing the Resolution would make the Nova Project a part of the Creasy Consolidated Economic Development plan and eligible for bond financing. T.J. Thieme moved to approve Resolution No. LRC 2019-09 Amending Declaratory Resolution of the Lafayette Redevelopment Commission Amending the Consolidated Plan for the Consolidated Creasy/Central Economic Development Area. Shelly Henriott seconded and the motion passed.

Resolution No. LRC 2019-10 A Resolution Recommending Approval of a Deduction For The Purpose Of Tax Abatement in an Economic Revitalization Area for Personal Property-Worwag Coatings LLC –Worwag is expanding and proposing a $1,298,000 investment in personal property (manufacturing, R&D, IT equipment). They are pledging to create 20 jobs and retain 67 employees. They request a seven year abatement on the personal property investments. Laura Chapman, Controller at Worwag, spoke about Worwag's history beginning in Germany after WWI and their current involvement in the automotive and industrial paint industry. Worwag has recently partnered with Mercedes Benz, Tesla and Ford. T.J. Thieme moved to approve Resolution No. LRC 2019-10 A Resolution Recommending Approval of a Deduction For The Purpose Of Tax Abatement in an Economic Revitalization Area for Personal Property-Worwag Coatings LLC. Shelly Henriott seconded and the motion passed.

Resolution No. LRC 2019-11 A Resolution Recommending Approval of a Deduction For The Purpose Of Tax Abatement in an Economic Revitalization Area for Real Estate-Worwag Coatings LLC - Worwag is proposing an investment of $430,000 in real estate. They are pledging to create 20 jobs and retain 67 employees. Their request is for a seven year abatement on the real estate investments. T.J. Thieme moved to approve Resolution No. LRC 2019-11 A Resolution Recommending Approval of a Deduction For The Purpose Of Tax Abatement in an Economic Revitalization Area for Real Estate-Worwag Coatings. Shelly Henriott seconded and the motion passed.

Alt & Witzig Consulting Agreement-Lafayette Theater Hazardous Material Survey – The City of Lafayette is now the owner of the Lafayette Theater. The management will be taken over by the Long Center staff and board on January 8, 2020. Like the Long Center, we will be responsible for maintenance above $500 and any capital improvements. Knowing that some immediate improvements are needed, we are getting things going with a Hazardous Materials Survey which will include testing for asbestos and lead paint. The cost of the contract is not to exceed $3,150.00 (lead paint testing $1,300 and asbestos $1,850). T.J. Thieme moved to approve Lafayette Theater Hazardous Material Survey Consulting Agreement with Alt & Witzig. Shelly Henriott seconded and the motion passed.

Core Planning Strategies-Professional Services Contract (Police Station) The City is pursuing plans to build a new police station and parking garage for city employees and the public across from City Hall on 6th Street. The City would like to engage Core Planning to help us develop and manage a Request for Proposals and the selection process for engineering and architectural services. Funding is anticipated to come from a combination of TIF and the recently passed increase in local income tax for public safety. We are asking for TIF to fund this engagement with Core Planning Strategies. The contract is not to exceed $22,500 and $500 in reimbursable expenses. T.J. Thieme moved to approve Core Planning Strategies-Professional Services Contract. Shelly Henriott seconded and the motion passed.

2020 Redevelopment Commission Meeting Dates T.J. Thieme moved to approve the 2020 Redevelopment Commission meeting dates. Shelly Henriott seconded and the motion passed.

Director's Report

Main Street Streetscape Phase III and Downtown Streetscape Phase VI will go out to bid in January.
The Wabash Neighborhood Plan project is wrapping-up.
Dennis will be meeting with the commissioners in the coming weeks to review the TIF 2020 budget.

Claims

T.J. Thieme moved to approve the December 2019 claims in the amount of One million, four hundred sixty-nine thousand, three hundred fifty-one dollars and forty-eight cents ($1,469,351.48). Shelly Henriott seconded and the motion passed.

Public Comment

Don Teder asked for any comments from the public; no comments were made.

Adjournment

T.J. Thieme moved to adjourn the meeting. Shelly Henriott seconded and the meeting of the Lafayette Redevelopment Commission was adjourned at 11:37 a.m.

Respectfully submitted,
Michelle Conwell, Recording Secretary

Approved,

_____
T.J. Thieme, Secretary
Lafayette Redevelopment Commission

RESOLUTION LRC #2020-01

LAFAYETTE REDEVELOPMENT COMMISSION

2020 BUDGET RESOLUTION
A RESOLUTION APPROPRIATING MONEY FOR THE LAFAYETTE REDEVELOPMENT COMMISSION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020, INCLUDING THE OUTSTANDING CLAIMS AND OBLIGATIONS AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT

WHEREAS, the Lafayette Redevelopment Commission ("Commission"), the governing body of the Department of Redevelopment of the City of Lafayette, Indiana (the "City") and the Redevelopment District of the City (the "District"), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission desires to establish a regular budget for the 2020 fiscal year beginning January 1, 2020 and ending December 31, 2020 for expenses authorized by the Act; and

WHEREAS, the Secretary of the Commission has caused notice of a public hearing on said budget to be published as required by law; and

WHEREAS, such public hearing was held on January 23, 2020 at 11:01 a.m., on said budget at which time all taxpayers and interested persons had an opportunity to appear and express their views as to such budget.

NOW, THEREFORE, BE IT RESOLVED by the Lafayette Redevelopment Commission that:

1. The expenses of the Commission for the fiscal year ending December 31, 2020, the following sums of money are hereby appropriated and ordered set apart out of the funds herein named and for the purposes herein specified, subject to the laws governing the same and subject also to the conditions provided in the resolution. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided by the law, all as set forth on Exhibit A.

2. That for the said fiscal year there is hereby appropriated out of the various funds of the said Commission, the attached 2020 budget, marked as Exhibit A and made a part hereof.

3. That this Resolution shall be in full force and effect from and after its passage by the Commission.

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

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Donald J. Teder

_____
Jos N. Holman

_____
T.J. Theime

_____
Jim Terry

_____
Shelly Henriott

ATTEST:

_____
Randy Bond

_____
Dave Moulton

EXHIBIT A

	Consolidated Central/Creasy TIF	McCarty TIF	Twyckenham TIF
Revenue	**$12,566,241.00**	**$1,104,500.00**	**$2,029,238.50**
Expenses			
Debt Service/Fees	$3,487,991.00	$0.00	$773,162.50
Economic Development Activities	$675,250.00	$25,000.00	$0.00
Capital Projects	$8,217,000.00	$1,050,000.00	$1,225,076.00
Professional Services	$186,000.00	$29,500.00	$31,000.00
Total Expenses	**$12,556,241.00**	**$1,104,500.00**	**$2,029,238.50**

AGREEMENT BETWEEN
OWNER AND ENGINEER

THIS AGREEMENT is dated as of the 23rd day of January in the year 2020, by and between

LAFAYETTE REDEVELOPMENT COMMISSION
515 Columbia Street
Lafayette, IN 47901

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

4th Street Pavement Marking and Signage Plan

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

11 South Third Street, Suite 200 Lafayette, Indiana 47901

8450 Westfield Boulevard, Suite 300 Indianapolis, Indiana 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER.** Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

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

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** 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) - combined single limit of $1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of $1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** 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 **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER**

to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

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

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. No Investment in Iran.

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

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

18. **Governing Laws**

This 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 causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first 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 a court located within the county and state where the project is located.

22. **Limitation of Liability**

ENGINEER shall procure and maintain insurance as required in this Agreement. To the fullest extent permitted by law, the total liability of the **ENGINEER** to **OWNER** for any and all claims, losses, costs or damages, arising out of, from or related to this Agreement or the project ("Owners Claims") shall not exceed the amount of insurance proceeds available and paid on behalf of or to Engineer by Engineer's insurers in satisfaction of Owner's Claims. Notwithstanding the foregoing sentence, if **ENGINEER** fails to carry the required insurance or no insurance coverage is available or provided for Owner's Claims, the Owner's Claims shall not be limited by this section.

23. **Indemnities**

The **ENGINEER** and the **OWNER** 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 in proportion to its negligence.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on January 23, 2020.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

Chris W. Wheatley, Vice President

OWNER:
LAFAYETTE REDEVELOPMENT COMMISSION

Donald J. Teder

Jos Holman

T.J. Thieme

Shelly Henriott

Jim Terry

Attest:

Dave Moulton

Randy Bond

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

The 4th Street Pavement Marking and Signage project consists of developing a pavement marking and signage plan for the recently re-surfaced street in order to accommodate traffic lanes, bike lanes, shared roadway, crosswalks, and on-street parking.

The proposed project limits include:

- 4th Street, from Teal Road in the south to Romig Street in the north. The project length is approximately 1.3 miles.
- Intersections included are:
    - Romig Street
    - Fountain Street
    - Kossuth Street
    - Fairmont Street
    - Bomberding Avenue
    - Central Street
    - Owen Street
    - Hickory Street
    - Murphy Street
    - Club Lane
    - Montifiore Street
    - Thise Court
    - La Rosa Court
    - Saw Mill Road
    - Teal Road
    - Woodview Court
    - Williams Ridge Court

B. SCOPE OF WORK

The **ENGINEER** shall provide preliminary engineering services for the project described above. Tasks to be performed are as follows:

1. Kick-off Meeting with Staff

- Meet with Engineering and Economic Development Staff to review and confirm project limits and scope, and gather initial design criteria and standards regarding parking, lane widths, intersections and transition areas.

2. Field Data Collection

- Complete field measurements to verify aerial and desktop measurements
    - Field measurements will be collected within the proposed project limits to confirm the available road width.

- Site Photographs will be taken to observe drive, sidewalk, structures, signage, parking, and additional factors that may influence the design.

3. Conceptual Design Phase

- Utilize local GIS mapping to develop base plan sheets that illustrate strip maps of the project areas
- Collect and review available development and infrastructure plans
- Delineate lane width and locations for the conceptual layout of the project
- Prepare preliminary typical cross sections
- Develop conceptual plans for lane marking, symbol, striping, and signage design
  - Issues to be addressed include: minimum traffic and bike lane widths, possible removal of on-street parking, possible conflicts between off-street parking and new bike lanes, school drop-off and waiting areas, and bus stops.
  - Elements to be addressed include: traffic lanes, bike lanes, bus lanes, cross-walks, symbols (bike lane, sharrows), on-street parking, and all related signage especially related to changes in traffic patterns and transitions in patterns.
- Prepare a preliminary analysis on impacted street parking
- Meet with **OWNER** Staff to review Conceptual Design prior to Stakeholder and Parking Commission meetings.

4. Meetings with Local Stakeholders / Public Outreach

- Meet with local stakeholders including local businesses, residents, school officials, city officials, or any other stakeholder as identified by the City to review and discuss proposed designs. Anticipated Stakeholders include Mary Lou's Donuts, various eating and bar establishments, City transit officials, school officials.

5. Present Conceptual Findings and Layout Plans to the Parking Commission

- Meet with local Parking Commission to present, and obtain approval of, the conceptual plans and proposed impacts on street parking prior to Final Design.

6. Final Design Phase

- Develop striping layout plans based on aerial imagery and field measurements
- Finalize typical cross sections
- Finalize plans with signage design
- Prepare quantity calculations
- Finalize analysis on impacted street parking

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.

2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.

5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.

6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.

7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.

8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

The work described herein is planned to be completed according to the following schedule:

Conceptual Design Phase	45 Days after Notice to Proceed
Final Design Completed	30 Days after Parking Commission Approval

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed $22,000.00, unless a modification of the Agreement is approved in writing by the **OWNER.**

2. The **ENGINEER** will be paid for the following work on an hourly not-to-exceed basis in accordance with the following schedule:

   Fee Schedule Summary:

Conceptual Design Complete	$	12,500.00
Final Design Complete (incl. Parking Comm. Meeting)	$	6,000.00
Stakeholder Meetings (approx.. $700 per meeting, assumes up to 5 meetings)	$	3,500.00

3. The **ENGINEER** will be paid for the following work under additional services or on a lump sum basis in accordance with the following schedule:

   Fee Schedule Summary:

Pavement, Median, Signal, Curb or Ramp Designs	(to be determined)
Additional Meetings	(to be determined)

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"
SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

HOURLY RATE SCHEDULE

E-V	Engineer V (Principal)	$ 235.00
E-IV	Engineer IV	$ 194.00
E-III	Engineer III	$ 168.00
E-II	Engineer II	$ 128.00
E-I	Engineer I	$ 95.00
FP-IV	Field Personnel IV – (Project Coordinator)	$ 180.00
FP-III	Field Personnel III	$ 143.00
FP-II	Field Personnel II	$ 112.00
FP-I	Field Personnel I	$ 87.00
EA-III	Engineer's Assistant III	$ 173.00
EA-II	Engineer's Assistant II	$ 141.00
EA-I	Engineer's Assistant I	$ 95.00
SP-1	Support Personnel I	$ 66.00
C-II	Clerical II	$ 115.00
C-I	Clerical I	$ 75.00
P-III	Planner/Environmental Specialist III	$ 140.00
P-II	Planner/Environmental Specialist II	$ 100.00
P-I	Planner/Environmental Specialist I	$ 85.00

The billing rates are effective January 2020 and may be adjusted annually (beginning January 2021) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX "E"

MISCELLANEOUS PROVISIONS

There are no Miscellaneous Provisions.

Keystone architecture, inc.
a Cordogan Clark Company

January 17, 2020

Dennis Carson
Director of Economic Development
Office of Economic Development for the City of Lafayette
515 Columbia Street
Lafayette, IN 47901

RE: Lafayette Theater Building Assessment

Mr. Carson,

It was good to meet with John Collier and John Hughey on December 18th to discuss the City's short and long-term plans for the Lafayette Theater. Keystone Architecture is excited by the opportunity to partner with the City on the revitalization and continued use of another historic downtown landmark!

As we discussed, since the City only recently took full possession of the building, a logical first step will be a complete building assessment. A complete assessment will take a detailed look at all aspects of the building, including architectural, mechanical, electrical, plumbing, structural, and acoustic. At the end of the assessment process, the City will have a document that can inform decisions on how to invest in the building, both immediately and over the next 5-10 years. The assessment will contemplate the building attributes with regard to the suitability of the various uses discussed during our meeting, such as a gathering space for meetings, musical performances, and rentals.

A detailed scope of work for the Architectural, Mechanical, Electrical, and Plumbing Building Assessment, which would be performed by Keystone Architecture's own in-house licensed architects and engineers, is as follows:

- Evaluate existing space usage of the facility. Make recommendations on modifications to better suit the City's planned usages, including examining viewing angles for flat or tiered first floor scenarios.
- Evaluate the existing building's elements versus current code requirements for accessibility, life safety, egress, occupancy, and energy efficiency. Make recommendations on existing noncompliant conditions, including modifications and code strategies.
- Evaluate the building envelope, including roof, exterior walls, and openings. Make recommendations short-term and long-term maintenance, knowing that the historic building exterior must remain unchanged.

- Evaluate electrical and low-voltage systems, such as fire alarm, and structured cabling. Make recommendations what existing infrastructure is suitable for continued use, and what may need to be upgraded based on the City's planned usages and standards.

- Evaluate plumbing and sprinkler systems, including domestic hot and cold water, sanitary, natural gas, piping material and condition, and roof drains. Make recommendations what existing infrastructure is suitable for continued use, and what may need to be upgraded or upsized based on the City's planned usages, or increased restroom counts.

- Evaluate mechanical systems and equipment. Make recommendations on unit replacement or refurbishment, considering the City's planned usages, and taking into account the unit the City has already purchased.

A complete building assessment should also include a structural evaluation. For this, we would recommend engaging Arsee Engineers from Indianapolis. Their experience with structural and masonry work on historic buildings is peerless in Indiana. They are the right choice for this project. Their scope of work is as follows:

- Perform one day of field observations with a 2-person crew to review the interior and exterior of the building for structural and envelope issues. Areas to be reviewed include roof, attic, basement, marquee interior, and exterior masonry. Make recommendations on short-term and long-term needs, including repairs and maintenance for continued longevity, and to fix any issues that are revealed during the evaluation.

Due to the use of the facility as a performance space, an acoustic evaluation may also be of value to assess potential suitable uses. For this, we have contacted Stan Roller & Associates. Our companies have worked together successfully on previous projects, and they have experience with buildings of this types. There scope of work is as follows:

- Visit the facility and meet with the Owner's Representatives to gain a clear understanding of the details and condition of the existing construction, receive input on the intended uses of the facility, budget considerations, etc. Provide a written evaluation on the acoustic strengths and weaknesses of the facility. Provide general recommendations on changes that might be required for the facility to host the kinds of performances the Owners envision.

All of these findings will be summarized in a written report, supplemented from photos taken during field investigations. We will also assist Kettelhut construction in their preparation of cost estimates as needed.

At this stage, the observations and for the assessment will be made from visual observations that can be made with the naked eye to areas that be accessed safely without special equipment. No destructive testing will be performed, or specialized equipment such as boom lifts used to access areas or review hidden conditions. Based on our findings, we may recommend additional

observations using more advanced techniques and equipment. If these become necessary, a cost to provide them can be provided at that time. Recommendations for action on items within the assessment will be based on the current general knowledge of the City's potential uses for the facility, as discussed in the December 18th meeting, and normal building maintenance and upkeep procedures. We will not perform exhaustive analyses of existing conditions, such as calculating heating and cooling loads or analyzing capacities of existing structural elements. We will not create "as-built" drawings of the facility as part of this study, since the City already has existing drawings from the previous Owner. We will create section illustrations to accompany our examination of viewing angles.

Our regular fee structure is based on the number of hours we estimate to complete this work, as well as the skill level of the various staff members we utilize to provide the various components of the assessment. For the structural and acoustic portions of the assessment, we have solicited proposals from outside consultants that we feel best meet the City's needs. The costs for these portions of the assessment are passed directly to the City without any markup from Keystone. The cost breakdown for the facility assessment is as follows:

- Architectural, Mechanical, Electrical, and Plumbing (Keystone Architecture) – $8,000
- Structural & Building Envelope (Arsee Engineers) – $6,000
- Acoustic (Stan Roller & Associates) – $3,200

The City may choose to move forward with any or all of these on a schedule that they feel is appropriate. Based on observations made during our January 8th site visit, we would recommend proceeding with the structural and building envelope evaluation from Arsee at the same time as the architectural, mechanical, electrical, and plumbing at Keystone.

Since we have already performed field investigations of the architectural, mechanical, electrical, and plumbing systems, we anticipate another 3-4 weeks or so to compile findings into a report, once this proposal is approved. For the structural and acoustic assessments, 4-6 weeks from approval is realistic to take into account scheduling field investigations and compiling the report. This proposal assumes the final copy of the report will be digital. Printed copies can be furnished upon request, with printing being a reimbursable expense above and beyond the amounts above.

We hope you decide to allow Keystone Architecture to assist you with this facility assessment to help formulate the future of the Lafayette Theater. We have attached some of our relevant work from our company, and from Arsee and Stan Roller & Associates, to the end of this proposal. We feel these examples speak to our credentials to work with the City on this project, and reinforce the quality of our team. We have also attached the City of Lafayette Standard Terms and Conditions

to this proposal as Exhibit A. To proceed with any of the portions of the assessment, please sign below and indicate which portions of the study you would like to proceed with. Once we receive confirmation, we can provide a preliminary document with some short-term recommendations based on our January 8th visit for your consideration and implementation prior to hosting public events.

Should you have any further questions, please do not hesitate to ask. We will be happy to expand on any issue you wish to learn more about. Thanks again for the opportunity!

Sincerely,

Justin Sorber
Architectural Vice President
Keystone Architecture

X Architectural, Mechanical, Electrical, and Plumbing Assessment (Keystone Architecture)

X Structural & Building Envelope Assessment (Arsee Engineers)

X Acoustic Assessment (Stan Roller & Associates)

Accepted by: _____ Date: 1/23/20

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

Keystone architecture, inc.
a Cordogan Clark Company

LONG CENTER RESTORATION

LONG CENTER FOR THE PERFRRMING ARTS RESTORATION

Keystone Architecture, Inc. was contracted by the City of Lafayette because we understand the complexity of balancing the needs of government, community, and business interests when a historical structure needs to be renovated. We were honored to be the firm chosen to evaluate and implement renovations to a "Gem" like the Long Center for the Performing Arts. These historical projects require the upmost care.

Much of the work associated with historical buildings includes:

- ADA accessibility.
- Relocation of electrical service.
- Evaluating existing windows and doors, known wall construction, and roof conditions for ways to improve energy efficiency.
- Studying interior finishes for possible upgrades for a more contemporary look.

Work is progressing in stages to complete the restorations while the Theater maintains its operational status.

Keystone architecture, inc.
a Cordogan Clark Company

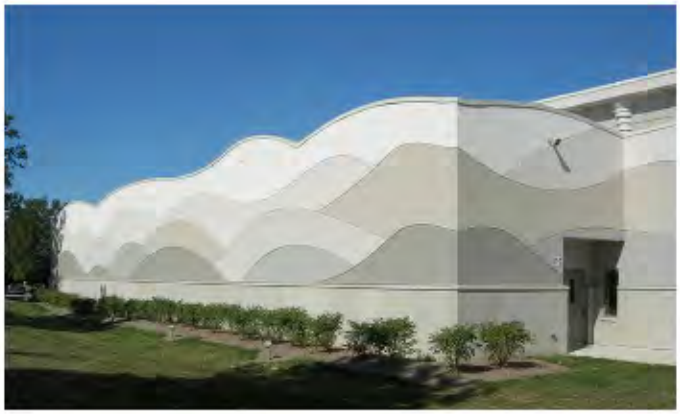
ROHRMAN PERFORMGING ARTS CENTER

JEFFERSON HIGH SCHOOL

The music department at Lafayette Jefferson High School had outgrown the existing music wing that was built in 1969 and was in need of additional space and modern conveniences to bring the music department up to date with other schools in its class. The project was funded through private funds raised by the Band Boosters.

The new performing arts center features both a renovation of the existing 12,000 sf music wing as well as a 33,000 sf addition. The project also enlarges the scope of the music department, by pulling in other musical disciplines such as dance and room for future departments. The existing music wing was renovated into the music department office, music library, classrooms, and restrooms. The addition has new, larger band room and choir room, with two new instrumental rooms. Also included in the addition are several new practice rooms, a dance studio and lockers, and significantly more storage space for music equipment. The addition also provides a new entrance and vestibule space for the theater for moving in and out of larger set pieces. It also includes new set storage.

The addition is constructed of block walls with sand filled cores to eliminate sound transmission from the outside and corridors into the instrumental and practice rooms. An EIFS and stone façade on the addition creates classical feel with its columns, base and cap, while the curves reflect the fluidity of music.



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a Cordogan Clark Company

SUNNYSIDE INTERMEDIATE SCHOOL
AUDITORIUM

Upgrades to ADA requirements are a special success at Sunnyside. The renovated auditorium is a public space that required up-to-date ADA accessibility and technology. One piece of technology is the "hearing loop." A hearing loop allows people using hearing aides to wirelessly connect to the facility sound system. A grant from the Lafayette Community Foundation helped pay for this technology, and the generosity put's Sunnyside's auditorium on the "high-tech" map

Keystone architecture, inc.
a Cordogan Clark Company

PARAMOUNT ARTS CENTER
AURORA, ILLINOIS

Keystone Architecture, Inc, a Cordogan Clark Company provided design and construct services for a new addition for the acclaimed Paramount Arts Center located in Aurora, Illinois. The program also included the modernization of several backstage areas of the original building.

The Paramount Arts Centre opened in 1931 as a movie house. Today it offers educational opportunities and activities, and diverse multi-cultural programming and entertainment. The Paramount Arts Centre is listed on the National Register of Historic Places.

The new addition was designed to enhance and expand the original theater. The size of the new addition adds to the historic character of the Paramount Theater. The Theater's historic character, defining features, brick detailing and terra cotta medallions are highlighted by the new addition.

The 12,500 S.F. addition was constructed in the Sesquicentennial Park adjacent to the existing theater in downtown Aurora. The addition provides more usable public space and prefunction areas, including banquet kitchen and washroom facilities, as well as additional offices. Adjacent remodeling includes a dance studio and children's theater.

Keystone architecture, inc.
a Cordogan Clark Company

ALMA COLLEGE
ALMA, MICHIGAN

REMICK HERITAGE CENTER FOR THE PERFORMING ARTS

Located at the entrance to the campus, the Heritage Performing Arts Center becomes a signature building for Alma College. The administration desired a facility, which would be compatible with the other buildings on campus. The Performing Arts Center was therefore designed as a foreground building, which respects its context.

The building's exterior uses design elements from the existing campus while introducing distinctive central arches and unifying banding to highlight the significant nature and prominent location of the structure.

The three main components of this multipurpose Performing Arts Center - a 500 seat concert hall, a 250 seat flexible theater, and a dance studio – are clearly articulated as independent volumes, and are united by loggias and a unifying vocabulary of masonry and cast stone.

Its spacious lobby and multi-use dance studio, allow for large public gatherings and exhibitions of all kinds. This facility is developed as a group of independently articulated theaters and pavilions, which are merged into a coherent whole. This design encourages interaction between theater, dance and music groups.

Theaters

State Theatre - South Bend, Indiana
Restoration - structural and exterior.

Buskirk Chumley Theater - Bloomington, Indiana
Restoration - structural and exterior.

Historic State Theater - Elizabethtown, Kentucky
Interior restoration and remodeling.

Elliott Hall of Music - West Lafayette, Indiana
Exterior repairs.

Eagles Theatre - Wabash, Indiana
Interior structural restoration and renovation.

Emens Auditorium– Muncie, Indiana
Exterior restoration and interior structural work.

Theaters

Rivoli Theatre - Indianapolis, Indiana
Assessment of the exterior and structural systems.

Artcraft Theatre - Franklin, Indiana
Exterior restoration and marquee re-support.

Clowes Memorial Hall - Indianapolis, Indiana
Major repair of the exterior.

Damm Theatre - Osgood, Indiana
Restoration - structural and exterior.

Lerner Theater - Elkhart, Indiana
Restoration - structural and exterior. Structural design of a major addition. Indiana Landmarks Cook Cup award winner.

Princess Theatre - Bloomington, Indiana
Exterior restoration.

Stan Roller & Associates, Inc.

Consultants in Acoustics, Audio & Video

Providing Excellence in Acoustics for over 25 years.

MEMBER FIRM
NATIONAL COUNCIL OF ACOUSTICAL CONSULTANTS

Sracoustics.com

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301 Vista Drive
Bolingbrook, IL 60490
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1344 South 7th Street
Lincoln, NE 68502
Office: (402) 474-5445

Providing Excellence in Acoustics for over 25 years

Corpus Christie University Parish (Toledo, OH)

Zeeland High School Auditorium (Zeeland, MI)

St. Patrick Catholic Church (Freemont, NE)

Aurora University's Center For Collaboration (IL)

University of Mississippi Chapel
(Oxford, MS)

Wesley United Methodist Church
(Bloomington, IL)

Petoskey High School Auditorium Renovation (MI)

Mount St. Benedict Monastery Chapel
(Erie, PA)

Governors State University Performing Arts Center
(University Park, IL)

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Stan Roller & Associates, Inc. was formed in 1987 to provide comprehensive consulting services in architectural acoustics, HVAC noise control, sound, audio-visual and television systems. Stan Roller is the principal and partner consultant for Stan Roller & Associates, Inc.

For the client, the advantage of a small office is the inherent dedication and continuity of personnel. Your project is important to us. Our continuous personal involvement ensures a combination of creative and well thought-out designs with a willingness to communicate throughout the project. We typically work under the direction of the Architect as part of the design team and pride ourselves as viable, even -tempered team members. We consider ourselves to be the owner's personal acoustics representative on the design team.

We work on all building types, but we specialize in **theaters, auditoriums, religious buildings, music halls, music buildings, recording and television studios, government buildings, gymnasiums, stadiums, hospitals, school and university facilities**. We provide resource information to the design team and to the owner. Recommendations are made in meetings, letter reports, drawings, emails, and telephone discussions as required.

Comprehensive budget information and documents are prepared for sound and related systems with final drawings and specifications for inclusion in the Architect's bid package. For architectural acoustics and mechanical system design, information is drafted suitable for incorporation into drawings by the Architects and their Engineers.

We are available to work during all phases of a project. We can follow-up our basic recommendations with bid and shop-drawing reviews, construction site visits, and conformance testing after work completion. Our offices are equipped with CAD facilities, and our drawings are produced on **AutoCAD, AutoDesk Revit, Google Sketch-up,** or as required by the project. Our consultants use the latest computer-based programs for acoustic and systems design (where applicable) and provide file documentation.

Our services are supported by a full complement of company-owned acoustic and sound measurement instruments. Project checkouts include acoustic tests, HVAC noise measurements, documentation as well as the tuning and balancing of sound systems. We have a strong ability and the experience to apply acoustic theory in a viable and creative way to a building so it will successfully meet the requirements for drama, dance, music and other communication uses. We consider all aspects of the design to be important.

We understand the need to work within the budget framework of the designated project. Our goal is to maximize the acoustic performance of the project and to recognize where compromise is appropriate. We design and consult to maximize user-friendly systems and to provide high acoustic performance that is aesthetically interesting for diverse needs.

SRA is a group of independent consultants. We do not represent any manufacturers, resellers, or distributers of acoustical products, sound/video equipment or other components. This allows us to provide our clients with completely unbiased designs and recommendations. We are the owner's acoustic and technical representative to the design team.

H. Stanley Roller
stanroller@sracoustics.com
301 Vista Drive
Bolingbrook, IL 60490
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Consultants in Acoustics, Audio & Video

David T. Walters
dwalters@stanrolleracoustics.com
1344 South 7th Street
Lincoln, NE 68502
Office: (402) 474-5445

H. Stanley Roller

Stan Roller is President and Principal Consultant for Stan Roller & Associates, Inc. Stan has specialized in architectural acoustics for over 40 years. He founded SRA in 1987.

He was a supervisory consultant with Bolt Beranek & Newman for 11 years and he was United States Gypsum Company's corporate acoustician for 10 years. He has been responsible for the acoustic design of hundreds of architectural projects and has applied the science of acoustics to the development of practical commercial products and systems.

Stan has in-depth experience with construction systems and construction materials. He has worked with many mechanical engineers on the development of practical, quiet mechanical systems for performing spaces. Stan is an accomplished pianist and theatre organist. His passion for music helps him create acoustic spaces that are unsurpassed in performance for both the user and the listener.

Education

Bachelor of Architecture, 1966 — University of Florida

Bachelor of Building Construction, 1954 — University of Florida

Associations and Affiliations

Acoustical Society of America (ASA) — Member since 1970

National Council of Acoustical Consultants — Member since 1987

American Theatre Organ Society & Chicago Area Theatre Organ Enthusiasts

Papers and Publications

ARCHITECTURAL ACOUSTICS
Book by M. David Egan, contributor on sound isolation

SOUND CONTROL FOR TODAY'S TECHNOLOGY
Invited paper, ASHRAE

HOW TO SELECT THE RIGHT HIGH PERFORMANCE DRYWALL PARTITION
Article, FORM & FUNCTION

DESIGN AID FOR OFFICE ACOUSTICS
Technical feature article, FORM & FUNCTION

HIGH TECH SOUND WALL GOES TO THE MOVIES
Article, FORM & FUNCTION

RESEARCH EVALUATES ROLE OF DENSITY ON ACOUSTICAL INSULATION PERFORMANCE
Technical feature article, FORM & FUNCTION

DESIGN DATA FOR ACOUSTICIANS
Book

SOUND ISOLATION RATING SYSTEM FOR USE WITH MUSIC OR MACHINERY SOURCES
Contributed paper, ACOUSTICAL SOCIETY OF AMERICA

MUSIC SCHOOL GETS HIGH MARKS FOR ACOUSTICAL PERFORMANCE
Feature article, FORM & FUNCTION

BATHROOM WALLS DESERVE BETTER TREATMENT
Article, FORM & FUNCTION

ACOUSTIC DESIGN WORKS TOWARD AESTHETIC END
Article, BETTER SCHOOLS

PLASTER COMPLEMENTS ACOUSTIC DESIGN
Article, FORM & FUNCTION

PEOPLE AND CARPET: ACOUSTICAL SIGNIFICANCE IN ONE CHURCH
Contributed paper: ACOUSTICAL SOCIETY OF AMERICA

DISCOVERING THE WORLD OF SOUND
Slide & Stereo Sound Presentation on Architectural Acoustics

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David T. Walters

David T. Walters is the Principal Consultant for sound system and audio visual design for Stan Roller & Associates, Inc. He has over 25 years experience in Audio/Video Systems and Acoustics.

David has a deep appreciation for music and the arts. Having engineered sound for many concerts, theatrical, and corporate events, David understands the needs of both the performers and the system operators. He is able to not only address the technical requirements of the systems but the artistic elements as well.

David has been the system design engineer for over 400 audio, audio/video projects throughout the United States. He has given lectures and presentations on a myriad of acoustical, sound reinforcement and multi-media topics.

Professional Experience

- Over 25 years experience in Audio/Video Systems and Acoustics.
- Consultant/Engineer for over 400 audio, audio/video and acoustical projects throughout the United States.
- Author and Presenter of seminars on sound reinforcement system principals of design and operation.
- Team member and Instructor for specialized Audio/Acoustical Design workshops.
- Consultant/Project manager for audio, video and acoustical projects in Churches, Theaters, Schools and Governmental facilities.
- Audio Engineer for multiple national touring productions.
- Audio Engineer and Sound Designer for the Pinewood Bowl Musical summer productions 1990 to 2004.
- Experience with acoustic and electro-acoustic modeling and prediction software including:

o Odeon
o EASE
o CATT-Acoustics

- Experience with FFT, Time Delay Spectrometry and Real Time analysis of electro acoustic systems and room acoustics using the following equipment and software:

o TEF System 20
o TEF System 25
o EASERA Pro

Education

- Southeast Community College, 1980, Milford, NE A.A.S. degree in Electronic Engineering.
- University of Nebraska, 1985-86, Lincoln, NE Physics 1 &2, Calculus 2, Analytical Geometry.

Memberships and Associations

- Member NSCA (National Systems Contractors Association).
- Member of Synergetic Audio Concepts since 1986.
- Member AES (Audio Engineering Society).
- Member ASA (Acoustical Society of America).
- Member ICIA (International Communications Industries As-

Papers and Publications

- Author of "Sound Isolation – Principals and Practice" a lecture given at the University of Nebraska-Kearney, NE.
- Author of "Sound System Design", a presentation given at the Technologies in Worship seminar in Omaha, NE.

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Lincoln, NE 68502
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Commercial, Educational, Government, & Sports Facilities

Alcorn State University MBA Lecture Room
Natchez, MS
Barrington City Hall
Barrington, IL
Barrington Police Shooting Range
Barrington, IL
Bartlett Community Center
Bartlett, IL
Bauer Recording Studios
Chicago, IL
Bellevue University Criss Lecture Auditorium
Bellevue, NE
Bellevue University ESB Addition
Bellevue, NE
Biloxi Community Center, Library & Multiuse Facility
Biloxi, MS
Biloxi Lighthouse & Visitor's Center
Biloxi, MS
Blue Cross Data Center Facility
Waukegan, IL
Brighton High School Gymnasium
Brighton, MI
Café Navarre Restaurant
South Bend, IN
Capital City Airport Sound System
Capital City, MI
Carle Hospital Auditorium
Urbana, IL
Central Community College Health Science Building
Grand Island, NE
Central Michigan University Student Events Building
Mt. Pleasant, MI
Central Ohio Tech College Conference Center
Newark, OH
Chicago Clearing Branch Library
Chicago, IL
Clarion Health Center Riley Outpatient Center Auditorium
Indianapolis, IN
Danville Criminal Justice Center
Danville, IL
Des Moines Federal Courthouse
Des Moines, IA
Harold Washington Library Winter Garden Room
Chicago, IL
Henry Doorly Zoo Conference Center
Omaha, NE
Henry Doorly Zoo Desert Nocturnal Dome
Omaha, NE
Houghton High School Gymnasium
Houghton, MI
Illinois State University Fell Hall Radio Studios
Normal, IL
Illinois State University Student Fitness Center Isolation
Normal, IL
J. Edgar Hoover FBI Headquarters Building
Washington, D.C.
Jackson State University School of Journalism
Jackson, MS
Kodak Marketing & Education Auditorium, TV Studios
Henrietta, NY
Lisle Police Gun Range
Lisle, IL
Lisle Village Hall
Lisle, IL
Merrill High School Gymnasium
Merrill, WI
Minneapolis Institute of Arts TV Studios & Lecture Rooms
Minneapolis, MN
Mississippi State Supreme Court Building
Jackson, MS
New Mexico Military Institute Leadership Development Center
Roswell, NM
New Mexico State University Lecture Hall
Las Cruces, NM
Niles Health & Wellness Center
Niles, IL
Niles Village Hall
Niles, IL
North Central College RES-REC Sound System
Naperville, IL
Northern Illinois University Cole Hall Lecture Computer Lab
DeKalb, IL
Omaha Public Schools Board Room A/V
Omaha, NE
Paramount Theatre Orchestra Rehearsal Room
Cedar Rapids, IA
Pettit National Ice Center
Milwaukee, WI
Prairie Island Nuclear Plant Noise Control
Prairie Island, MN
Prairie State College Learning Resource Center
Chicago Heights, IL
Purdue University Classroom & Laboratory Building
Fort Wayne, IN
Quaker Oats Company Conference Rooms
Chicago, IL
Rockford High School Field House, Pool & Stadium
Rockford, MI
Roger Beu Recording Studio
Crystal Lake, IL
Sentara Princess Ann Hospital
Virginia Beach, VA
South Dakota State University Classroom Building
Brookings, SD
South High School Gymnasium
Omaha, NE
South Putnam High School Athletic Facility / Gymnasium
South Putnam County, IN
Spacek Auditorium at A. Anderson Center for Prof. Development
St. Charles, IL
St. James Lutheran High School Sound Isolation
Chicago, IL
Steve Ford Recording Studio
Chicago, IL
Taft School Athletic Facility / Gymnasium
Watertown, CT
The Art Institute of Chicago School of Design Building
Chicago, IL
The Art Institute of Chicago Rubloff Auditorium
Chicago, IL
Toledo Museum of Art Gallery Renovation
Toledo, OH
U of Minnesota Law School Building
Minneapolis, MN

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Pettit National Ice Training Center

The Pettit National Ice Training Center was completed on December 31, 1992. The monumental task of building this structure in a one-year time frame exhibited excellent cooperation and coordination between the architects, the design-build contractors, the consultants, and the State of Wisconsin. The project was built with a combination of private donations and a loan from the State.

The facility is very large; it is big enough to house three 747's nose-to-tail. There are two large ice rinks in the center, with a 400 meter Olympic speed skating oval around the perimeter. A running track for training surrounds the ice oval. Locker rooms, food court, lounge, training, medical, and skate rental facilities are on the lower level with a tunnel leading to the middle of the ice arena.

Stan Roller and Associates served as consultant, designer and project manager for the acoustics and sound systems which are a necessary part of this facility. Because this is the only facility of its kind in the United States, and only one of three similar facilities in the world, little information was available for design guides.

The sound systems include over three hundred loudspeakers. Each ice area has its own system, and the main system is divided into fourteen zones. Network feeds are located at camera platforms and at the media center for network coverage of significant events.

Harold Washington Library's Winter Garden Room

The Winter Garden room was designed as a reading room. With terrazzo and marble floors, marble and plaster walls and a 52-foot high glass vaulted roof ceiling, the room was impressive but highly reverberant. It reflects a unique and strong European classical design motif. The room is large, with 100-foot floor plan dimensions in a cruciform shape. The Winter Garden Room is highly coveted as a rental space for large banquets and special ceremonies that include speeches, presentations as well as live, amplified and recorded music.

The highly reverberant nature of the room, and the need for a high-quality sound system with completely hidden Loudspeakers, presented a unique challenge for Stan Roller & Associates, Inc.

Pictured above is the Harold Washington Library Winter Garden Room. (Chicago, IL)

The solution to the acoustic issues relied on the use of unique acoustic materials and the creative location and application of those materials. This required extensive interfacing with the manufacturers and the consultant to arrive at the most practical material and to get it installed to meet the project timetable. Unique locations were identified for application of acoustical material. Even the table tops were acoustically treated.

The solution to hiding the loudspeakers was to modify the custom lighting chandeliers to accommodate large, high-output loudspeakers. Coordination with lighting, loudspeaker and backbox manufacturers was required to achieve the desired end result. Further creativity in sound system design was required to attain adequate low-end audio for music reproduction. Custom subwoofer loudspeakers located in four large tree planters was the key to creating the low-end audio.

The success of this project was due to a combination of unique solutions and the dedication/coordination of the Architects, Consultants and Contractors to bring together an excellent result within the project's time frame.

The photo on the left is the chandelier during the speaker installation.

The photo on the right shows the terrazzo and marble floors in combination with marble and plaster walls.

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Northern Illinois University's Cole Hall

The Jameson Auditorium in Cole Hall is a 350-seat lecture room. The original lecture room had poor acoustics, and the ceiling was oppressively low for such a large space. The concrete block walls of the rectangular room added to the visual and acoustical problems.

Stan Roller worked with the Architects to develop new ceiling and wall designs. The new ceiling, consists of spaced, curved fiberglass-reinforced gypsum panels in order to uniformly distribute the sound and create the illusion of greater height in the open space between the sound reflectors.

Photos
Top Left: Cole Hall Collaborative Computing Center.
Top Center: Cole Hall Jameson Auditorium and Lecture Hall
Top Right: Cole Hall Jameson Auditorium and Lecture Hall

Above photo: This is a close-up photograph of the pods containing multiple workstations. At the end of the pod are the large touch-screens to demonstrate group assignments or allow for live editing.

The walls are a combination of curved fiberglass-reinforced gypsum panels and flat wood panels that are shaped for sound distribution to accent the vertical and create a more visually-spatial room. The room also has the latest technology for lighting and amplified sound.

The Cole Hall Collaboration classroom has 6 separate pods with a total number of 48 computer workstations. Each pod has a 65-inch high definition touch screen plus a larger screen at the end of the pod. The state-of-the-art-system was designed by David Walters of SRA.

Mississippi State Supreme Court Building

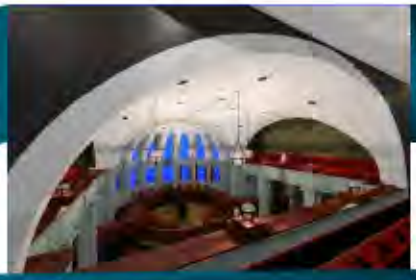

Photo Left: Virtual Rendering of the Mississippi State Supreme Court Room

Photo Left: Actual photo of the Mississippi State Supreme Court Room after completion

The new Mississippi State Supreme Court Room was designed to resemble the former building built a century ago. SRA worked with the Architect to create an invisible sound absorption treatment for the sound focusing geometry. SRA also designed a sound reinforcement system with visually unobtrusive loudspeakers.

Henry Doorly Zoo Desert Dome and Aquarium

Photo Right: Nighttime view of the Desert Nocturnal Dome at Henry Doorly Zoo.

Photo Right: View of the underwater aquarium at Henry Doorly Zoo.

Located in Omaha, NE, the Desert Dome is the largest glass dome in the world. The greatest acoustic challenge was to isolate sound from the large mechanical room located at the top of the dome. SRA also designed a new sound system for the aquarium that is used for the sounds and narratives that go along with the various exhibits within the complex.

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U of Southern Mississippi International Center
Hattiesburg, MS
U of Wisconsin Hospital Sleep Clinic
Madison, WI
U of Wisconsin Medical Foundation MTI Suite Study
Madison, WI
United Airlines Patterson Museum
Elk Grove, IL
University of Michigan Kelsey Museum of Archaeology
Ann Arbor
University of Mississippi Bus. School Auditorium & Classrooms
Hattiesburg, MS
University of Mississippi Pharmacy Classroom Building
Jackson, MS
University of Mississippi School of Medicine
Jackson, MS
University of Notre Dame Cancer Research Suite
Notre Dame, IN
University of Notre Dame Music Bldg Sound Isolation Upgrade
Notre Dame, IN
University of Notre Dame Sleep Clinic
Notre Dame, IL
University of Southern Mississippi Recording, Radio & TV Studios
Hattiesburg, MS
US Geological Survey National Headquarters Building
Reston, VA
USG Corporation TV Studios
Chicago, IL
Viking Lodge Remodel
Muskegon, MI
Washington & Lee University Undergraduate Library
Lexington, VA
Waubonsee Community College Executive Office Suite Isolation
Sugar Grove, IL
Waubonsee Community College Aurora Campus
Aurora, IL
Werner Guest Lodge, Shooting Range, Guest Rooms, Dining
Valley, NE
West High School Music Rehearsal Suite
Iowa City, IA
West Virginia University White Hall Lecture Room
Morgantown, WV
Woolfolk Capitol Building Conference Center
Jackson, MS

Performing Art Spaces

Albuquerque Academy Recital Hall & Theatre
Albuquerque, NM
Alma College Performing Arts Center
Alma, MI
Archer - Pulaski High School Auditorium & Music Suite
Chicago, IL
Arlington High School Great Room, Black Box & Music Suite
St. Paul, MN
Augustana College Theatre
Sioux Falls, SD
Aurora East High School Auditorium Restoration
Aurora, IL
Aurora University I.C.E. Concert Hall
Aurora, IL
Aurora University Perry Theatre Renovation
Aurora, IL
Bellevue University Humanities Lecture Auditorium
Bellevue, NE
Benson High School Auditorium & Music Suite
Omaha, NE
Big Rapids High School Auditorium/Music Suite/Gym/Cafeteria
Big Rapids, MI
Blair High School Auditorium
Omaha, NE
Blair Middle School Auditorium
Omaha, NE
Bloomington Jr. High School Auditorium
Bloomington, MN
Brighton High School Auditorium, Music Suite, Gym & Cafeteria
Brighton, MI
Brookhaven High School Auditorium Renovation
Brookhaven, MS
Brownell Talbot Academy Auditorium Addition/Renovation
Omaha, NE
Bryan High School Auditorium
Omaha, NE
Caledonia Middle School Music Suite
Caledonia, MI
Central City Performing Arts Center
Central City, NE
Central College Theatre/Communications Arts Building
Pella, IA
Central High School Auditorium
Rapid City, SD
Chase Tower Auditorium
Chicago, IL
Cincinnati School For Performing Arts
Cincinnati, OH
City High School Auditorium Renovation
Iowa City, IA
Clarian Health, Riley Outpatient Auditorium
Indianapolis, IN
Columbus Community College Auditorium
Columbus, NE
Concord High School Auditorium
Dunlap, IN
Concordia College Chapel-Auditorium
River Forest, IL
Coopersville High School Auditorium & Music Suite
Coopersville, MI
Cowherd Middle School Gym / Auditorium
Aurora, IL
Denison University Burke Hall of Music & Art
Granville, OH
Eastern Illinois University Music Building & Concert Hall
Charleston, IL
Eastern New Mexico University Music Building Renovation
Portales, NM
Edgewood College Black Box Theatre
Madison, WI
Elizabethtown High School Auditorium & Music Suite
Elizabethtown, KY
Fairmont High School Auditorium
Fairmont, MN
Farragut High School Auditorium & Music Suite
Chicago, IL

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Performing Art Spaces

Fermilab Ramsey Auditorium & Hi-Rise Lab Bldg.
Batavia, IL
Forest Lake High School Auditorium
Forest Lake, MN
Frauenthal Performing Arts Center
Muskegon, MI
Glenbrook North High School Auditorium
Northbrook, IL
Governors State University Performing Arts Center & TV Studio
University Park, IL
Grand Haven High School Auditorium/ Music Suite/ Cafeteria
Grand Haven, MI
Grandville High School Auditorium/ Music Suite/ Gym/ Cafeteria
Grandville, MI
Grayling High School Auditorium
Grayling, MI
Harbor Springs High School Auditorium
Harbor Springs, MI
Harding High School Auditorium
Ft. Wayne, IN
Haslett High School Auditorium
Haslett, MI
Hawkins Construction Lecture Auditorium
Omaha, NE
Henderson Community College Performing Arts Center
Henderson, KY
Henry Sibley High School Auditorium
St. Paul, MN
Highland Park High School Auditorium
St. Paul, MN
Hinsdale Community Center Auditorium Renovation
Hinsdale, IL
Hole in the Wall Gang Camp Theatre
Ashford, CT
Hughes Center High School Auditorium Renovation
Cincinnati, OH
Huntington High School Auditorium
Huntington, IN
Huntley Park District Theatre
Huntley, IL
Illinois Central College Performing Arts Building
Peoria, IL
Indiana University S.E. Performing Arts Center & Music Bldg
New Albany, IN
Jackson Community College Performing Arts Center
Jackson, MI
Jackson Prep School Auditorium
Jackson, MS
Kaskaskia College Fine Arts Building
Centralia, IL
Kentucky Country Day School Art & Music Classrooms
Louisville, KY
La Grange College Drama Theatre
La Grange, GA
Lathrop High School Music Suite
Fairbanks, AK
Lincoln Christian College Aud-Chapel & Music Building
Lincoln, IL
Main East High School TV Studio
Park Ridge, IL
Marion High School Auditorium
Marion, IN
Marion-Adams Jr./ Sr. High Auditorium
Sheridan, IN
Mattawan High School Auditorium & Music Suite
Mattawan, MI
Maumee Valley Country Day School Auditorium
Toledo, OH
McKendree University Performing Arts Building
Lebanon, IL
Memphis Little Theatre
Memphis, TN
Merrillville High School Auditorium
Merrillville, IN
Millington Navy Base Theatre
Millington, TN
Miners Institute Theatre Restoration
Collinsville, IL
Mississippi U for Women Speech & Communications Center
Columbus, MS
Monroe Middle School Cafetorium & Music Suite
Omaha, NE
Mound High School Auditorium
Mound, MN
Mount Pleasant High School Auditorium, Music Suite & Gym
Mt. Pleasant, MI
New Mexico Military Institute Pearson Auditorium Restoration
Roswell, NM
North Central College Meiley-Swallow Thrust Stage Theatre
Naperville, IL
North Evansville High School Auditorium & Music Suite
Evansville, IN
North High School Renovation of Auditorium & Music Suite
Omaha, NE
Northern Hennepin State Jr. College Fine Arts Building
Minneapolis, MN
Northrup High School Auditorium
Ft. Wayne, IN
Northwestern College Theatre & Communications Building
Orange City, IA
Northwood High School Auditorium
Nappanee, IN
Oak Hill High School Auditorium
Converse, IN
Papillion High School Auditorium
Lavista, NE
Pendleton Heights High School Auditorium & Music Suite
Pendleton, IN
Peoria School for the Hearing Impaired
Peoria, IL
Peru High School Auditorium
Peru, IN
Petoskey High School Auditorium Renovation
Petoskey, MI
Petoskey Middle School Auditorium Renovation
Petoskey, MI
Princeton High School Auditorium & Music Suite
Princeton, IN
Rockford High School Auditorium/ TV/ Music/ Gym/ Pool/ Stadium
Rockford, MI
Saenger Theatre Historical Restoration to Performing Arts Center
Hattiesburg, MS
Saenger Theatre Historical Restoration to Performing Arts Center
Biloxi, MS

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The Hole In The Wall Gang Camp

The Hole in the Wall Gang camp is located in Ashford, CT. The Hole in the Wall was built for children with illnesses that prevent them from attending ordinary summer camps. The camp was funded by Paul Newman, Newman's Foundation, and other charitable organizations. The camp was named after the hide-out location in the movie "Butch Cassidy and the Sundance Kid". The buildings followed the wild west architectural theme. Good, natural acoustics and sound systems were essential. However, a non-technical-look was needed to preserve the old west visual environment.

The designers wanted the walls to be exposed wood lath, painted dark blue. The acoustics were achieved by utilizing glass fiber behind the lath in some areas and gypsum board in others. Two sound systems were utilized to allow highly articulate sound as well as maximum gain from stage microphones. Many of the children have uncorrected hearing problems and require very clear sounds in order to hear. The sound system is used for music playback, and it also accompanies the video projection systems. The systems are extremely user-friendly, allowing operators of varying technical expertise to achieve quality results.

Bottom Photo: Side and back view showing balcony rails & wood shutters.

Photo Above: View of the projection screen on stage.

The facility provides learning opportunities for the children by allowing them to participate in their own productions.

The theatre is also a wonderful place to enjoy entertainment on a rainy day.

Bottom Photo: View of the stage sealed for productions by children.

Hettenhausen Center for the Arts at McKendree University

Photo Above: View from the stage looking towards the rear of the room.

Photo Below: Stage view of Hettenhausen Center Auditorium.

Photo Above: View of the sound reflectors and wood curved panels.

Hettenhausen Center for the Arts is a 488-seat theater at McKendree University in Lebanon, IL. The "Hett" has become a symbol of superb acoustics in the town of Lebanon, IL. Through excellent coordination of the design team, we were able to get the correct shaping and mechanical detail. The reverberation time in the auditorium is 1.5 seconds. For a room of this size 1.5 seconds is an excellent time, and it is ideal for concert or vocal performance. There are curtains to adjust the reverberation time. The room has good surround sound and a lot of sound diffusion created by the architecture. The interiors have shaped sound reflectors in the ceiling. It is an open-ceiling plan, in that the outside surface (actually, the roof deck) has concrete over steel, so there is a hard sound reflecting deck above everything.

The curved reflectors are made out of gypsum board over steel frames, and they cover about half the ceiling area. In a rough sense, we wanted to reflect about half for early sound (traveling the shortest path between the source and the listener) and the other half to bounce around and come back as reverberant sound. In addition, wood curved panels on the walls provide diffuse sound reflection. To keep the HVAC quiet all the duct work is round double wall K27. The outside is metal with 1" fiberglass duct lining inside with a perforated metal interior. The ducts also act as acoustical diffusers.

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New Mexico Military Institute Pearson Auditorium

The Pearson Auditorium was built in Roswell, NM around 1939 and was a fairly typical high school Auditorium of the era. The interior style was Art Deco, but not much was spent on Art Deco details. Given that the building was on the historic register the first 20 feet on the Auditorium side of the proscenium remained. The walls and ceiling in the first 20-feet are shaped plaster. There are Art Deco grilles that conceal the pipes of a major Wurlitzer theater pipe organ. The balance of the Auditorium ceiling was Celotex sugar cane fiber 16" x 32" acoustic tile. The only truly historic items in the room were the organ and large hexagonal ceiling fixtures which also housed air diffusers. The major historic features remained primarily with the building exterior. The former theater had windows that were covered with velour curtains to darken the room, an inadequate sound system, and was overall a very subpar space.

Photo on the Left: Stage view from floor level

Center Photo: View of the ceiling, walls, and balcony of Pearson Auditorium

Photo on the Right: Stage view from Balcony

Awarded ENR Southwest's Best Renovation/ Restoration project in 2012

The school staff had no kind words to say about the original theater: The acoustics were bad and the theatrical lighting was non-existent. The school officials wanted the room converted into a movie palace space that would work well for all types of performances. SRA, in conjunction with the Architect, designed a ceiling of curved cast fiberglass reinforced gypsum panels and flat gypsum board panels based on the geometry created by the light fixtures which remained. The design was carried to the walls which included covering the windows on the inside. SRA also designed the state of the art sound and video systems.

The acoustics are excellent in all 1,200 seats.

V. Sue Cleveland High School

Awarded ENR Southwest's Best Cultural Project of the year 2011

This 1,100 seat Concert Hall in Rio Rancho, NM is a rectangular space with a main floor and two balconies within a 48-foot tall space. The concert hall features an orchestra pit, state-of-the-art sound and lighting systems, variable acoustical shaping, and operable curtains to provide acoustical flexibility for the performance of a symphony, a choral group, a piano recital, or a lecture. An unusual feature of the room is the large window on the rear wall of the stage which has a spectacular view of the Rio Grande River Valley and the Sandia Mountains beyond. The window can be sealed off with solid, sound reflective panels or with operable, sound absorbing curtains.

Green Judges' Choice Winner 2010 Green Education Design Showcase

Photo on the Left: View of stage from the balcony. (Notice the large window looking out at the Sandia Mountains)

Center Photo: View of stage when the window is sealed off with sound reflective panels.

Photo on the right: view of the side balconies, the ceiling reflector and the speaker array system.

The room is shaped with curved walls for even distribution of sound and to provide the sound diffusion required for a beautiful music sound. The material is painted fluted concrete block. The deep fluted metal deck is covered with 4 inches of concrete. Suspended below the deck are large, adjustable sound reflectors. There are no overhead ducts in the space which make the clean-cut look of the deck possible. This look was achieved by supplying conditioned air to the space through several hundred small openings from a large pressurized plenum below the floor. The large loudspeakers can be raised out of view when not in use. With all curtains exposed the unoccupied concert hall has a reverberation time of 2.0 seconds. With all curtains withdrawn, the reverberation time increases to 2.3 seconds.

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Sheldon High School Auditorium
Sheldon, IA
Simmons Middle School Gym / Auditorium
Aurora, IL
South Adams High School Auditorium
Berne, IN
South Bend Civic Theatre
South Bend, IN
South High School Auditorium & Music Suite
Omaha, NE
South Montgomery High School Auditorium
New Market, IN
Southeast Community College Fine Arts Center
Cumberland, KY
Spertus College of Judaica Auditorium
Chicago, IL
St. Andrews Episcopal School Auditorium
Jackson, MS
St. Croix Falls High School Band Room
St. Croix, WI
Stivers School for the Arts Theatre
Dayton, OH
Sun City Auditorium
Sun City, FL
Thomas Alva Edison High School Auditorium
Green Bay, WI
Troy High School Auditorium & Music Suite
Troy, MI
Trueblood Theatre
Washington Island, WI
U of Northern Iowa Theatre & Speech Hearing Complex
Cedar Falls, IA
U of Southern Mississippi Communication Complex
Hattiesburg, MS
University of Louisville Music Building & Concert Hall
Louisville, KY
University of Nebraska at Omaha Music Building /Concert Hall
Omaha, NE
University of S. Mississippi Reed Green Coliseum Renovation
Hattiesburg, MS
University of Southern Mississippi Performing Arts Center
Hattiesburg, MS
V. Sue Cleveland H.S. Concert Hall/ Theatre/ Music Suite
Rio Rancho, NM
Vanderburgh Auditorium & Convention Center
Evansville, IN
Wayne High School Auditorium
Ft. Wayne, IN
Webster University Community Music School
Webster, MO
Wellington High School Auditorium
Wichita, KS
Wells College Auditorium Remodeling
Aurora, NY
Wells College Music Building
Aurora, NY
West High School Auditorium
Iowa City, IA
Western High School Auditorium
Birmingham, AL
Western High School Auditorium
Parma, MI
Westside High School Auditorium
Omaha, NE
Wilmington College Boyd Theatre Renovation
Wilmington, OH
Wilson Junior High Auditorium
Council Bluffs, NE
Wisconsin Lutheran College Performing Arts Center
Milwaukee, WI
Wood River High School Auditorium
Wood River, NE
Zeeland High School Auditorium/ Music suite/ Cafeteria/ Gym
Zeeland, MI

Top Left: Vanderburgh Auditorium and Convention Center *Evansville, IN*

Top Right: Pittsley Middle School Auditorium Renovation *Pittsley, MI*

Bottom Left: South Bend Civic Theatre *South Bend, IN*

Bottom Right: Grand Haven High School Auditorium *Grand Haven, MI*

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Religious Spaces

Bethesda Lutheran Church
Moorhead, MN
Chicago Sinai Congregation Chapel
Chicago, IL
Corpus Christi University Parish
Toledo, OH
Eastview Christian Church
Bloomington, IL
EFCA Youth Camp Retreat
Omaha, NE
Federated Church
Columbus, NE
First Congregational Church Fellowship Hall
Hudson, OH
First Lutheran Church
Omaha, NE
First Lutheran Church
Fremont, NE
First Presbyterian Church
Normal, IL
First Presbyterian Church
Jackson, MS
First Union Congregational Church
Quincy, IL
First United Methodist Church Sanctuary Renovation
Normal, IL
Grace United Methodist church
Naperville, IL
Holy Spirit Catholic Church
Bowling Green, KY
Home of Good Shepherd
St. Paul, MN
Institute for Priestly Formation
Omaha, NE
Intercessors of the Lamb Chapel
Omaha, NE
Kennesseth Israel Synagogue
St. Louis Park, MN
Lutheran Church of the Masters, West Campus
Omaha, NE
Messiah Lutheran Church
Ralston, NE
Morning Star Baptist Church
Omaha, NE
Mount Michael Chapel Renovation / Restoration
Omaha, NE
Mount St. Benedict Monastery Chapel
Erie, PA
Mount Union College Chapel
Alliance, OH
North Central College Kiekhofer Chapel
Naperville, IL
Our Lady of the Valley Catholic Church
Windsor, CO
Plymouth Congregational Church
Aberdeen, SD
Saint Elizabeth Ann Catholic Church
Omaha, NE
Saint Geralds Catholic Church
Omaha, NE
Saint Katharine Drexel Catholic Church
Sugar Grove, IL
Saint Patrick Catholic Church
Fremont, NE
Salem Baptist Church
Omaha, NE
St. Augustine Cathedral
Tucson, NM
St. Bede Catholic Church Sanctuary Renovation
Southfield, MI
St. Charles Borromeo Catholic Church
Gretna, NE
St. Isidore's Catholic Church
Columbus, NE
St. Joesph Catholic Church
Sandpoint, ID
St. John Neumann Catholic Church
Canton Township, MI
St. Johns Catholic Church Sound System
Lincoln, NE
St. Joseph Catholic Church
Winterset, IA
St. Joseph Catholic Church
Le Mars, IA
St. Leo's Catholic Church
Grand Island, NE
St. Mark Catholic Church
North Tucson, AZ
St. Matthews Catholic Church
Erie, PA
St. Patrick Catholic Church
Bryan, OH
St. Patrick Catholic Church
Gretna, NE
St. Paul Evangelical Lutheran Church
Norwood Park, IL
St. Roberts Catholic Church
Omaha, NE
Temple Menorah Social Hall
Chicago, IL
The Way of Holiness Mission
Chicago, IL
Tougaloo College Woodworth Chapel Restoration
Tougaloo, MS
Trinity Lutheran Church
Omaha, NE
University Lutheran Church
Lincoln, NE
University of Mississippi Chapel
Oxford, MS
Village Presbyterian Church Sanctuary Renovation
Northbrook, IL
Welcoming Family of Faith Catholic Church
Fairfield, IA
Wesley United Methodist Church
Naperville, IL
Wesley United Methodist Church Renovation
Bloomington, IL
Zoar Lutheran Church Renovation / Addition
Perrysburg, OH

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Stan Roller & Associates, Inc.
Consultants in Acoustics, Audio & Video

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Wesley United Methodist Church

In the early 1970's there was a great deal of discussion between pipe organ builders and acousticians as to the effect of carpet in the center aisle and on the chancel floor in churches with the "A" shape cross-section. The organ builders had observed that after the carpet was installed, the "high end" frequencies seemed to disappear. It was assumed that the problem was reverberation. However, such carpet placement does not affect reverberation all that much.

In 1971, R. Lawrence Kirkegaard, Teddy D. Boys and H. Stanley Roller were consultants in acoustics with Bolt Beranek & Newman in Downers Grove, Illinois and chose the Wesley United Methodist Church sanctuary to research this issue. There are countless churches with this basic plan and section, so it was important to get some definitive answers to this acoustic question. It would be too lengthy to describe the research here in detail. Generally, it involved making acoustical measurements in the occupied and unoccupied church with carpet in the main aisle and on the chancel floor. We then repeated the measurements with the carpet covered by gypsum board. There was also a 6 foot by 20 foot dossal cloth, suspended about 2 feet from the back wall of the Chancel, which was removed when the carpet was covered.

Photo on Left: Picture of the center aisle in the sanctuary. (Notice the curved gypsum board on the ceiling.)

Center Photo: Entrance to the Sanctuary inside Wesley United Methodist Church *Naperville, IL*

Photo on Right: Image from the A.V. area of the Balcony.

The apparent sound absorption coefficient of the carpet (based on reverberation time measurements) was the expected 0.6. However, the absorption coefficient of the carpet (using an ILG fan calibrated noise source) demonstrated the apparent mid-frequency absorption coefficient was 15.0 and nearly 30.0 at 2000 Hz. The increased loudness of the pipe organ was astounding. Removing the carpet increased the sound level of the organ in the congregation area by 6 dB at 500Hz, 10 dB at 1000 Hz, 22 dB at 2000 Hz and 25 dB at 4000 Hz. In a 2008 major renovation of Wesley UMC all acoustic issues in the space were corrected.

The view toward the Chancel shows the wood floor in the Chancel and porcelain tile in the main aisle and the front cross-over aisle. To stabilize reverberation between the occupied and the unoccupied state, the pews have cushions, and there is carpet in the pew areas. The thin wood panels on the ceiling have been replaced with curved gypsum board to minimize sound absorption and to give a modest spread to reflected sound. These changes have contributed to creating a magnificent room for all music. The stereo sound reinforcement system can be seen in the trusses. This is true stereo, in that the pulpit on the left is separate from the lectern source on the right.

On the lower back wall, the sloped wood panels eliminate echo and redirect the sound to the rear third of the room which increases both loudness and intelligibility. The curved wood, gothic arched shields on the rear wall in the balcony provide diffusion and eliminate echoes. This room now has high speech intelligibility and spectacular music acoustics.

Our Lady of the Valley Catholic Church

Our Lady of the Valley Catholic Church
Windsor, CO

Catholic churches generally want their worship spaces to have a reverberation time that is as long as possible within the given cubic volume. They also want the amplified spoken word to be highly articulate, and this church follows that criteria. The room boundaries are designed to provide a diffuse, musical reverberation that is free of echoes. Running music "liveness" is promoted with the sound-reflective tile floor in the chancel and center aisle. There are pew cushions and carpet under the pews to stabilize reverberation time between no occupancy and full occupancy. Highly articulate amplified speech is provided by the two vertical-steered, line array speakers that can be seen on each side of the arch on the front wall. This is a full frequency system, so it is also effective for use in amplifying music presentations when that is desired. As illustrated in the photo above, the loudspeakers are barely noticeable.

The arrow is pointing to the vertical steered line array speakers

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St. Augustine Cathedral

Left Photo:
This is a picture of the coffered ceiling at St. Augustine Cathedral in Tucson, NM.

Right Photo:
A view of the Sanctuary at St. Augustine Cathedral in Tucson, NM

In the original room, each coffer in the barrel vault ceiling was treated with a sound absorbing material. This may have resolved the sound focusing problem of a barrel vault ceiling, but it also reduced the reverberation creating a negative effect on their music program. Even with the lower reverberation time, the cathedral, always had very poor speech intelligibility with its sound systems.

SRA worked with the artist, John Warford, to create an acoustical solution for the treatment of each coffer with a material, and shape, that could be finished with his art. The solution was to use convex-shaped gypsum panels.

The panels de-focused the barrel vault and are sound reflective so that the desired reverberation time could be achieved.

Additionally, a portion of the rear wall was treated with fabric-wrapped fiberglass sound-absorbing panels to eliminate echoes from a new sound system designed by SRA. The vertical-steered, line array speaker can barely be seen on the left next to the column at the front of the room. For the first time, the congregation can enjoy cathedral music along with highly intelligible speech.

First Presbyterian Church

First Presbyterian Church in Jackson, MS needed to add about 300 seats in the large sanctuary to meet the Sunday attendance requirements. There was no room on the site to build a new sanctuary; therefore, the only feasible option was to enlarge the existing sanctuary. This required removing the entire roof and building twin balconies the length of the room.

The congregation wanted a simple unadorned arch ceiling for the main center span. A simple concave arch would have created unacceptable sound focusing issues, and it would not have distributed sound uniformly throughout the sanctuary.

Good music acoustics is very important to the church's programs because the church has a large choir and a major pipe organ. SRA worked with the Architects to develop the arch (shown in the lower left photo). The arch is designed so that it will not focus sound.

The church did not want large loudspeakers suspended down from the pristine designed ceiling. Again, SRA utilized the steered, line array technology to design a sound system that consists of the line arrays on each side of the chancel. Each one is actually a double array: one covers the main floor and the other covers the balcony area. The system is controlled with a sound board in the balcony.

Left Photo:
A view of the Sanctuary and Aisle inside First Presbyterian Church

Right Photo:
This is a picture of the side balcony, and main floor, from the opposite balcony in First Presbyterian Church

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Stan Roller Special Accomplishments

MTC SOUND RATING SYSTEM

Conceived, developed and implemented the MTC© rating, the first single number system available which evaluates a construction's effectiveness for isolating music, mechanical equipment and machinery sound sources.

LOW FREQUENCY MEASUREMENTS

Demonstrated with extensive test program at Riverbank Acoustical Laboratories that a construction's sound transmission loss performance below 100 Hertz can be reliably measured in a classical laboratory. This breakthrough allows the development of more efficient construction designs for isolating music and mechanical equipment sound sources.

HIGH PERFORMANCE PARTITIONS

Created and researched the incombustible USG Steel Stud/Resilient Drywall systems which provide the high performance sound isolation of a double wall without the cost or space required for two structural systems.

ACOUSTIC & FIRE DATA

Developed **DESIGN DATA FOR ACOUSTICIANS**, the first collection of drywall partition designs which included sound transmission loss information down to 31.5 Hertz, crucial information needed by the acoustician for selecting the most appropriate partition system for isolating specific music and mechanical equipment sound sources.

ACOUSTIC DEMONSTRATION

Produced DISCOVERING THE WORLD OF SOUND, a unique, state of the art, hifidelity stereo sound slide presentation on architectural acoustics which allows the participant to actually hear the acoustic principle being discussed.

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EXHIBIT A

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.

EXHIBIT A

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

EXHIBIT A

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 professional 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 extend 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.

MKSK

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.

MKSK

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 date/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)*	
	1/22/2020
Eric M. Lucas for MKSK, Inc.	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

MKSK

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

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 professional 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 extend 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.

Exhibit D: Insurance Certificate

ACORD®

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
INSURED MSK2L-1 MKSK, Inc. dba MKSK; Myers Schmalenberger, Inc.; Kinzelman Kline Gossman Ltd., dba MKSK 462 South Ludlow Alley Columbus OH 43215	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Charter Oak Fire Insurance Co — 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 :**

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Al Primary & X Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	680-4H481956-19-47	11/14/2019	11/14/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Al Primary	Y	Y	BA-1B331139-19-GRP	11/14/2019	11/14/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	CUP-1B337802-19-47	11/14/2019	11/14/2020	EACH OCCURRENCE AGGREGATE Excludes Professional	$ 3,000,000 $ 3,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-8J011761-19-47-G	11/14/2019	11/14/2020	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OH Stop-Gap $ 1,000,000 $ 1,000,000 $ 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 Aggregate	$2,000,000 $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

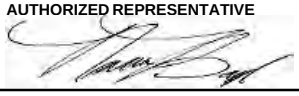
CERTIFICATE HOLDER

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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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 21, 2020 ("Effective Date") between

Lafayette Redevelopment Commission, City of Lafayette, Indiana ("Owner")

and

TBIRD Design Services Corporation ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

"2020 General On-Call Services".

Engineer's Services under this Agreement are generally identified as follows:

All Professional Services shall be executed by a separate Task Order which, upon execution, will become part of this Agreement. Each Task Order shall define the scope of work, include the proposed fee and type of fee, and anticipated schedule for completing the work defined by the Task Order.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer may be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due

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for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

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C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

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

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with

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laws and regulations applicable to such contractor's furnishing and performing of its work.

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

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. Owner shall require Contractor to purchase and maintain general liability and to cause Engineer and Engineer's consultant's to be listed as additional insured's on a primary and non-contributory basis with respect to such liability purchased and maintained by Contractor for the Project.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1)waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and

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consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2)agree that Engineer's total liability to Owner under this Agreement shall not exceed the available proceeds under any General Liability (including automobile) and Professional Liability Insurance required to be carried by Engineer under this agreement **.**

I. Owner and Engineer 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 in proportion to its negligence

J. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

K. The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater

1. General Liability (including automobile) – combined single limit of $2,000,000.00. The Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Engineer's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Engineer's available coverage's.

2. Worker's Compensation– statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Owner.

3. Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of $2,000,000.00.

4. The Engineer shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the Owner.

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L. Investment in Iran. Pursuant to Indiana Code 5-22-16.5, Engineer hereby certifies 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

M. Compliance with IC 22-5-1.7 – E-Verify Program. Engineer must enroll in and verify the work eligibility status of all newly hired employees of the Engineer 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 Engineer shall execute an affidavit affirming that the Engineer does not knowingly employ an unauthorized alien.(Appendix "B")

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

O. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly, not-to-exceed amount, Plus Reimbursable Expenses*

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

1. Engineer's Standard Hourly Rates are attached in Appendix "A".

Attachments: Appendix "A", Engineer's Standard Hourly Rates

Attachments: Appendix "B", Affidavit: Employment of Unauthorized Aliens

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

OWNER:	ENGINEER:
	TBIRD Design Services Corporation
By:	By:
Title Donald J. Teder	Title Timothy R. Balensiefer, President
By:	
Title Jos Holman	
Bu:	
Title T.J. Thieme	
By:	
Title Shelly Henriott	
By:	
Title Jim Terry	
:	
Date Signed:	Date Signed: January 21, 2020

Address for giving notices:	Address for giving notices:
Dennis Carson, Economic Development Director	TBIRD Design Services Corp
515 Columbia St.	Timothy R. Balensiefer
Lafayette, IN	105 N. 10th St
765.807.1090	Lafayette, IN 47901

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EXHIBIT "A"

SCHEDULE OF FEES

January 1, 2020

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATE
Principal	$170.00
Senior Engineer	$155.00
Senior Land Surveyor	$155.00
Engineer	$130.00
Land Surveyor	$130.00
Project Designer	$100.00
CAD Designer	$90.00
Engineering Intern	$60.00
Field Services Manager	$110.00
Field Services Technician	$90.00
Administrative Assistant/Secretary	$60.00
Survey Field Crew	$120.00
Two Man Survey Crew	$150.00
Three Man Survey Crew	$210.00
Reimbursable Expenses/Subcontracts	Cost plus 15%
Mileage	IRS Standard Mileage Rate

Notes:

- Hourly billing rate include actual salary or wage, plus cost of benefits, including but not limited to: social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses and sick leave, vacation and holiday pay applicable thereto.
- Overtime Rate shall be at a rate of 1.3 of hourly billing rate.
- Services performed specifically for legal proceedings (depositions, expert witness, related preparation of documents pertaining to professional opinions, and etc.) shall be multiplied by a factor of 1.5 times the above hourly billing rate.
- TBIRD's rates are subject to change.

Appendix "B"

AFFIDAVIT RE: EMPLOYMENT OF UNAUTHORIZED ALIENS

The undersigned, to comply with the requirements of Indiana Code 22-5-1.7-11, affirms that

TBIRD Design Services Corp. does not knowingly employ an unauthorized alien.

Dated: January 21, 2020

Signature: Timothy R. Balensiefer

Printed Name: **Timothy R. Balensiefer**

Title: **President**

Company: **TBIRD Design Services Corp.**

Address: **105 N. 10th St**
Lafayette, IN 47901

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared

Timothy R. Balensiefer (Name) as President (Title) of TBIRD Design Services Corp., (Company)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 21st day of January 2020.

My Commission Expires: August 30, 2023

Signature: Rebecca L. Walker

Printed: Rebecca L. Walker

County of Residence: Carroll

NOTARY PUBLIC

OFFICIAL SEAL
REBECCA L. WALKER
NOTARY PUBLIC - INDIANA
CARROLL COUNTY
My Comm. Expires 08/30/2023

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Board Copy

ALLOWANCE OF VOUCHERS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND THE INVOICES, OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

_____, 20 _____. _____

Fiscal Officer

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 12 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $5,072,877.79 DATED THIS DAY OF JANUARY 23, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices				
Chase Bank	$	444,500.00		
Chase Bank	$	172,581.25		
Chase Bank	$	2,582,502.15		
Merchants Trust-Fire Protctn	$	172,996.88		
Merchants Trust Twyckenham Ope	$	295,855.00		
Merchants Trust N 9th/Duncan	$	142,350.00		
Merchants Tust City Hall Oper	$	579,120.00		
Huntington Ref Bonds 2013A	$	83,837.50		
Huntington Ref Bonds 2013B	$	188,200.00		
ONB Laf Redev 2014B	$	410,935.01		
Total Invoices			$ 5,072,877.79	
Grand Total				$ 5,072,877.79

CITY OF LAFAYETTE

Board List by Voucher

Board: RD122019 12/20/2019

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7445	FIRST MERCHANTS BANK	REVREF10A 1219	INV	12/20/2019	146,000.00	LEASE PMT REV REFUND 2010A #4
7445	FIRST MERCHANTS BANK	REVREF10C 1219	INV	12/20/2019	298,500.00	LEASE PMT REV REFUND 2010C #6
			Board Total		**444,500.00**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD011320 1/13/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3803	HUNTINGTON NATIONAL BANK	REDREF13A 0120	INV	1/13/2020	84,500.00	LEASE PMT REDEV REFUNDING 2013A
8264	OLD NATIONAL BANK	TWYK20014A 0120	INV	1/13/2020	88,081.25	TWYCKENHAM BOND PMT 2014A
			Board Total		**172,581.25**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD012320 1/23/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	51509	INV	1/23/2020	2,080.00	CHRISTMAS PARADE-LPD SECURITY
1530	JOURNAL & COURIER	0003011959	INV	1/23/2020	229.26	PUBLIC NOTICE-STREETSCAPE PHASE VI BID
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000010	INV	1/23/2020	33,816.00	MAIN ST STREETSCAPE PHASE 3&4
15972	BAKER TILLY VIRCHOW KRAUSE LLP	BTMA3252	INV	1/23/2020	19,335.00	PROFESSIONAL SERVICES-TIF
15145	GREGORY S NAPIER	1083	INV	1/23/2020	1,732.50	LOEB STADIUM-UTILITY COORDINATION
15145	GREGORY S NAPIER	1084	INV	1/23/2020	5,440.00	PROF SERV MCCARTY LANE PRJ
7475	T BIRD DESIGN SERVICES CORPORATION	8440	INV	1/23/2020	2,376.25	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
7558	KETTELHUT CONSTRUCTION INC	6617-09	INV	1/23/2020	49,500.00	LOEB STADIUM CONSTRUCTION MANAGEMENT
6837	AMERICAN STRUCTUREPOINT INC	123256	INV	1/23/2020	21,549.50	PARK EAST BLVD DESIGN
9160	BUTLER, FAIRMAN & SEUFERT INC	87725	INV	1/23/2020	1,142.57	TWYCKENHAM BLVD BETWEEN POLAND HILL & S 9TH
14549	CORE PLANNING STRATEGIES LLC	2019-023-01	INV	1/23/2020	3,388.25	POLICE STATION RFP
7704	CHOSNEK LAW, P.C.	15399A	INV	1/23/2020	2,570.50	LEGAL SERVICES TIF-DEC 2019
375	BEST EQUIPMENT CO INC	SI196622	INV	1/23/2020	138,000.00	PACKER TRASH TRUCKS 12115 14116
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000011	INV	1/23/2020	21,766.08	MAIN ST STREETSCAPE PHASE 3&4
10526	BINGHAM GREENEBAUM DOLL LLP	4462103	INV	1/23/2020	3,660.00	PROFESSIONAL SERVICES-TIF
7558	KETTELHUT CONSTRUCTION INC	6617-10	INV	1/23/2020	59,200.00	LOEB STADIUM CONSTRUCTION MANAGEMENT
213	ATLAS EXCAVATING INC	A.ROSS #8	INV	1/23/2020	4,354.87	ALEXANDER ROSS OUTLET IMPROVEMENT RECONSTRUCTIO
6957	CHRISTOPHER B BURKE ENGINEERING LLC	17731	INV	1/23/2020	16,089.00	COUNTY-UTILITY SERVICE AREA 7 & UPPER ELLIOT DRAIN

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD012320 1/23/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

7475	T BIRD DESIGN SERVICES CORPORATION	8434	INV	1/23/2020	12,677.50	HYDROLOGY & HYDRAULICS STUDY BR 14 ELLIOTT DITCH
16295	C & T DESIGN AND EQUIPMENT CO INC	21-0185-1	INV	1/23/2020	88,532.29	LOEB STADIUM-FOOD SERVICES
1451	INDIANA DEPARTMENT OF TRANSPORTATION	000056728	INV	1/23/2020	697,161.48	R-37906A TWYCKENHAM ROAD FROM POLAND HILL TO S 9TH
16452	CHASTAIN & ASSOCIATES LLC	7384/001	INV	1/23/2020	5,570.00	MCCAW PARK-DESIGN AND CONSTRUCTION DOCUMENTS
16452	CHASTAIN & ASSOCIATES LLC	7384/002	INV	1/23/2020	1,205.00	MCCAW PARK-DESIGN AND CONSTRUCTION DOCUMENTS
8685	BRENNECO FIRE PROTECTION INC	26946	INV	1/23/2020	366.90	LAFAYETTE THEATER ANNUAL BACKFLOW INSPECTION/TEST
8264	OLD NATIONAL BANK	5011050	INV	1/23/2020	500.00	ANNUAL ADMIN FEE EC DEV 2017
3573	WINTEK CORPORATION	165285	INV	1/23/2020	39,473.91	FIBER OPTIC INFRASTRUCTURE FOR COLUMBIAN PARK
213	ATLAS EXCAVATING INC	A.ROSS #7	INV	1/23/2020	8,130.29	ALEXANDER ROSS OUTLET IMPROVEMENT RECONSTRUCTIO
8264	OLD NATIONAL BANK	RED 14B 0120	INV	1/23/2020	415,000.00	LEASE PMT LAF REDEV 2014B (CREASY)
8264	OLD NATIONAL BANK	ECDEV15 0120	INV	1/23/2020	169,005.00	BOND & INTEREST DUE EC DEV 2015 (101 MAIN ST)
8264	OLD NATIONAL BANK	ECDEV17 0120	INV	1/23/2020	611,511.00	LEASE PMT REDEV REFUNDING 2017
8264	OLD NATIONAL BANK	ECDEV19 0120	INV	1/23/2020	32,340.00	LEASE PMT EC DEV 2019
3803	HUNTINGTON NATIONAL BANK	REINS12 0120	INV	1/23/2020	114,799.00	BOND & INTERST RENAISSANCE REF 12
			Board Total		**2,582,502.15**	

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BOARD: RD012320 01/23/2020

FUND	ACCOUNT				AMOUNT	AVLB BUDGET
4710	4710-00-000-0000-00000-000000-126100-			Intergovernmental Rec - IND	17,239.60	
4710	4710-00-000-0000-00000-000000-202003-			Accounts Pay - TippCo Mc TI	41,251.66	
4710	4710-00-000-0000-00000-000000-270000-			Suspense Account	4,309.90	
4710	4710-06-000-0000-00000-000000-431010-			Prof. Services - Legal	167.84	2,222.67
4710	4710-06-000-0000-00000-000000-431070-			Prof. Services - Consulting	4,833.75	18,851.25
4710	4710-06-000-0000-00000-000000-444160-			Capital Asset Purchase	140,376.25	-691,807.44
				FUND TOTAL	208,179.00	
CASH ACCOUNT	TREC-00-000-0000-00000-000000-101001-	BALANCE	26,970,939.08			
4720	4720-00-000-0000-00000-000000-206000-			Retainage Payable	-9,836.92	
4720	4720-06-000-0000-00000-000000-431010-			Prof. Services - Legal	6,124.09	-6,313.61
4720	4720-06-000-0000-00000-000000-431070-			Prof. Services - Consulting	13,055.75	-67,462.35
4720	4720-06-000-0000-00000-000000-431080-			Prof. Services - Contract S	7,141.90	-10,718.56
4720	4720-06-000-0000-00000-000000-439180-			Administration	500.00	19,500.00
4720	4720-06-000-0000-00000-000000-439420-			Economic Development	57,662.08	-2,562,019.08
4720	4720-06-000-0000-00000-000000-444160-			Capital Asset Purchase	253,715.62	2,384,105.40
				FUND TOTAL	328,362.52	
CASH ACCOUNT	TREC-00-000-0000-00000-000000-101001-	BALANCE	26,970,939.08			
4730	4730-00-000-0000-00000-000000-126100-			Intergovernmental Rec - IND	914.06	
4730	4730-06-000-0000-00000-000000-431010-			Prof. Services - Legal	167.83	3,454.18
4730	4730-06-000-0000-00000-000000-431070-			Prof. Services - Consulting	4,833.75	12,851.25
4730	4730-06-000-0000-00000-000000-444160-			Capital Asset Purchase	697,389.99	114,331.18
				FUND TOTAL	703,305.63	
CASH ACCOUNT	TREC-00-000-0000-00000-000000-101001-	BALANCE	26,970,939.08			

BOARD SUMMARY TOTAL 1,239,847.15

GRAND TOTAL 2,582,502.15

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD010120 1/1/2020

Cash Account / Bank: 101171 - Cash - MT RedRef 10B 8091

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8786	CEDE & CO C/O MERCHANTS TRUST	REVREF10B 0120	INV	1/1/2020	172,996.88	BOND & INTEREST REV REFUND 2010B (#5)
			Board Total		**172,996.88**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD010120 1/1/2020

Cash Account / Bank: 101181 - Cash - MT RedRef 10C 8093

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8786	CEDE & CO C/O MERCHANTS TRUST	REVREF10C 0120	INV	1/1/2020	295,855.00	BOND & INTEREST REV REFUND 2010C (#6)
			Board Total		**295,855.00**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD010120 1/1/2020

Cash Account / Bank: 101191 - Cash - MT RedRef 10A 8090

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8786	CEDE & CO C/O MERCHANTS TRUST	REVREF10A 0120	INV	1/1/2020	142,350.00	BOND & INTEREST REV REFUND 2010A (#4)
			Board Total		**142,350.00**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD010120 1/1/2020

Cash Account / Bank: 101161 - Cash - MT EcDev 10C 8092

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8786	CEDE & CO C/O MERCHANTS TRUST	ECDEV10C 0120	INV	1/1/2020	579,120.00	BOND & INTEREST ECON DEV REFUND 2010C (#3)
			Board Total		**579,120.00**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD011520 2/1/2020

Cash Account / Bank: 101327 - Cash - HB Ref Bd 13A 5410

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8264	OLD NATIONAL BANK	RDREF13A 0120	INV	2/1/2020	83,837.50	BOND & INTEREST REDEV REF BONDS 2013A
			Board Total		**83,837.50**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD010120 1/1/2020

Cash Account / Bank: 101328 - Cash - HB Ref Bd 13B 5312

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8264	OLD NATIONAL BANK	REDREF13B 0120	INV	1/1/2020	188,200.00	BOND & INTEREST REDEV REFUNDING BOND 2013B
			Board Total		**188,200.00**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: RD011520 2/1/2020

Cash Account / Bank: 101329 - Cash - ONB LRB Bd 14 7047

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8786	CEDE & CO C/O MERCHANTS TRUST	RED 14B 0120	INV	2/1/2020	410,935.01	BOND & INTEREST LAF REDEV 2014B (CREASY)
			Board Total		**410,935.01**	

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