



February 14, 2020

Mr. Dennis H. Carson
Director
Economic Development Department
City of Lafayette
515 Columbia Street
Lafayette, IN 47901

Re: 3rd & 4th Street Conversion Study
Lafayette, IN

Dear Mr. Carson:

American Structurepoint, Inc. is excited to provide the following proposal for preliminary planning and design and public engagement services related to the two-way conversion of 3rd and 4th Streets in downtown Lafayette. It is our understanding that the project is to determine the feasibility of converting both streets through downtown from the Alabama Street to Union Street, including considerations for the existing interchange at Union Street. The outcome of this effort will be the basis of final design and engineering of the streets, upon which time a supplemental scope and fee proposal can be prepared. To accomplish this initial effort, we propose the following scope of services.

SCOPE

A. GENERAL

American Structurepoint shall provide engineering services necessary to prepare a feasibility study that addresses the conversion of 3rd and 4th Street in Lafayette, IN to two-way streets. The feasibility study will evaluate 3rd and 4th Streets from the Old U.S. 231 bridges at Union Street south to Alabama Street, approx. 0.6 miles.

B. ROAD FEASIBILITY

American Structurepoint shall evaluate up to two different roadway typical cross sections for 3rd Street and 4th Street that include 10' travel lanes, 7' parking lanes, 4' bike lanes or an 8' cycle track, 4' tree pits, and 4'-6' sidewalks. Each roadway typical section will be evaluated on the basis of:

- Existing right-of-way footprint
- Opinion of Estimated Construction Cost
- Design Vehicle (City-Bus) Turning Movements
- Traffic Analysis Recommendations Pedestrian Mobility
- Potential Utility Impacts

American Structurepoint shall provide up to two preliminary conceptual road and bridge configurations for modifying the Fowler Avenue/Union St./3rd St./4th St. existing configuration. American Structurepoint shall further develop the preliminary conceptual configuration to a final concept and evaluate the final concept on the basis of:

- Opinion of Estimated Construction Cost
- Design Vehicle (City-Bus) Turning Movements
- Traffic Analysis Recommendations
- Pedestrian Mobility
- Potential Utility Impacts
- Potential Right-of-Way Impacts

American Structurepoint will coordinate with the utilities to identify the utility infrastructure within the project limits and the utility owners. The CONSULTANT will make special note of any significant and reimbursable facilities.

C. MEETINGS

American Structurepoint shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. American Structurepoint will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One Meeting with Owner and Stakeholders to review the draft feasibility study documents
2. Project Steering Committee meetings (2 separate meetings assumed in addition to Stakeholder Meetings)
3. One Public Meeting (assumed to be early in Feasibility Study process)
4. One Public Meeting (assumed to be at the end of the Feasibility Study)
5. One Final Plan meeting with the Owner and project stakeholders

D. TRAFFIC ANALYSIS

The traffic analysis portion of the Conversion Study shall include an analysis of vehicular traffic operations along 3rd Street and along 4th Street from Union Street to Alabama Street. An exhibit

showing the study area intersections is attached. The traffic analysis tasks shall include the following:

1. Perform traffic volume counts on a typical weekday at the following study intersections:
 - Intersection #1 - 3rd Street & Union Street Off-Ramp
 - Intersection #2 - 3rd Street & North Street (includes pedestrian crossings and buses)
 - Intersection #3 - 3rd Street & Ferry Street (12-hour count)
 - Intersection #4 - 3rd Street & Main Street
 - Intersection #5 - 3rd Street & Columbia Street
 - Intersection #6 - 3rd Street & South Street
 - Intersection #7 - 3rd Street & Alabama Street
 - Intersection #8 - 4th Street & Union Street (southbound approach)
 - Intersection #9 - 4th Street & Union Street (northbound approach)
 - Intersection #10 - 4th Street & Ferry Street (12-hour count)
 - Intersection #11 - 4th Street & Main Street
 - Intersection #12 - 4th Street & Columbia Street
 - Intersection #13 - 4th Street & South Street
 - Intersection #14 - 4th Street & Alabama Street
 - a. The traffic counts would only include vehicular traffic (passenger cars & heavy vehicles) at each of the study intersections with the exception of Intersection #2 which would also include pedestrian crossing counts and buses.
 - b. The hours of the traffic counts would be from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM at each of the study intersections with the exceptions of Intersection #3 and Intersection #10 which would be from 6:00 AM to 6:00 PM (12 hour) in order to assess if the existing traffic signals should be downgraded to stop sign control.
2. Perform a site visit by a traffic engineer to collect existing roadway geometric data for the traffic analysis and to observe existing peak hour traffic operations.
3. Review the City's downtown master plan.
4. Redistribute the existing traffic volumes to each of the study intersections to account for the conversion of the one-way pair street system to two-way traffic for both 3rd Street and 4th Street. The redistribution of traffic will be based on a review of the MPO travel demand model.

5. Perform a vehicle capacity analysis (aka level-of-service analysis) using the Highway Capacity Manual and Synchro software for the identified study intersections, for the typical weekday AM and PM peak hours, and for the following traffic volume scenarios:
 - Scenario 1: Year 2020 Existing Traffic (existing one-way pair system)
 - Scenario 2: Year 2020 Redistributed Traffic (two-way conversion)
 - Alternate 2A: 1st improvement option (specifically at Union Street)
6. Alternate 2B: 2nd improvement option (specifically at Union Street) Compare the 12-hour traffic volumes counts (existing & redistributed) to the MUTCD traffic signal warrants to assess if the following intersections should be downgraded to stop sign control:
 - Intersection #3 - 3rd Street & Ferry Street
 - Intersection #10 - 4th Street & Ferry Street
7. Develop a report that summarizes the analysis results with the two-way conversion. The report will include simple exhibits showing the recommended configurations for each of the study intersections.
8. Attend up to three (3) meetings with City staff to obtain study information and to present the study results, including one (1) public involvement meeting

E. DELIVERABLES

Upon completion and final approval of the services by the Owner, American Structurepoint shall deliver to the Owner the following.

Final Feasibility Study Report:

1. Opinions of Estimated Construction Costs for each roadway typical section alternate and the Fowler Avenue/Union St./3rd St./4th St. configuration in Adobe Acrobat[®] .pdf format (latest version at the time of completion of the study).
2. Final Conceptual Configuration at Fowler Avenue/Union St./3rd St./4th St. in Adobe Acrobat[®] .pdf format (latest version at the time of completion of the study) and electronic computer-aided design (CAD) files in GIS (State Plane Coordinates, Indiana West Zone, NAD83 projection on CD-ROM. CAD files shall be in AutoCAD 2012 format.

Additional general data shall be issued at the mutual agreement of American Structurepoint and the Owner. American Structurepoint does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by American Structurepoint.

F. EXCLUDED SERVICES

The following items are excluded from the scope of services if requested by the Owner.

- Additional meetings beyond what is identified in the scope
- Traffic counts and capacity analysis for additional intersections
- Additional analysis scenarios beyond what is identified in the scope
- Additional analysis types such as crash history data or forecasted safety analysis
- Complex micro-simulation models such as 3D vehicle simulations
- Storm water Detention Analysis and/or Design
- Engineering Assessment (including alternatives analysis)
- Extensive storm water quality design (sizing mechanical BMP structure in accordance with INDOT Sample USP “Stormwater Treatment System” is included in Roadway Drainage Improvements, any storm water quality design beyond INDOT Sample USP “Stormwater Treatment System” will be treated as Extensive storm water quality design).
- Landscape and/or Streetscape Design
- Land Acquisition Services (to be provided as an addendum)
- Utility Relocation Design
- Lighting Design
- Noise wall Design
- Retaining Wall Design
- Additional Hydraulic Designs and Analysis
- Bridge Design
- Wetland Mitigation Design
- Tree Mitigation (to be provided as an addendum once tree impacts are determined)

COMPENSATION

Compensation for services rendered will be on a lump-sum basis and will be invoiced monthly on a percent-complete basis.

Road Feasibility Study.....	\$22,740
Traffic Counting.....	\$5,500
Traffic Analysis & Report Writing.....	\$24,500
Project Meetings.....	\$14,600

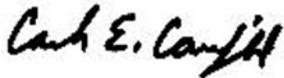
Urban Planning (MKSK).....	\$24,700
Total	\$92,040

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

Dennis, thank you again for your confidence in our abilities at American Structurepoint. We have an experienced and talented staff ready to assist you through all phases to help this project to fruition. The fees for services contained in this proposal are valid for one year from the date of this letter. If this proposal is acceptable, please let us know and we can work towards an agreement acceptable to both parties. We will consider receipt of an executed agreement our notice to proceed.

If you have any questions, please feel free to contact us at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Cash E. Canfield, PE
Executive Vice President



Hardik R. Shah, PE, PTOE
Group Leader

HRS:TSV:aml

Attachments

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

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

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.

 - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

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

 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.
8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.
9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.
10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.
11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.
12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.
13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.
14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed to complete any services, or any part of them after the date to which the time of completion may

have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

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

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

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

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

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

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

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder

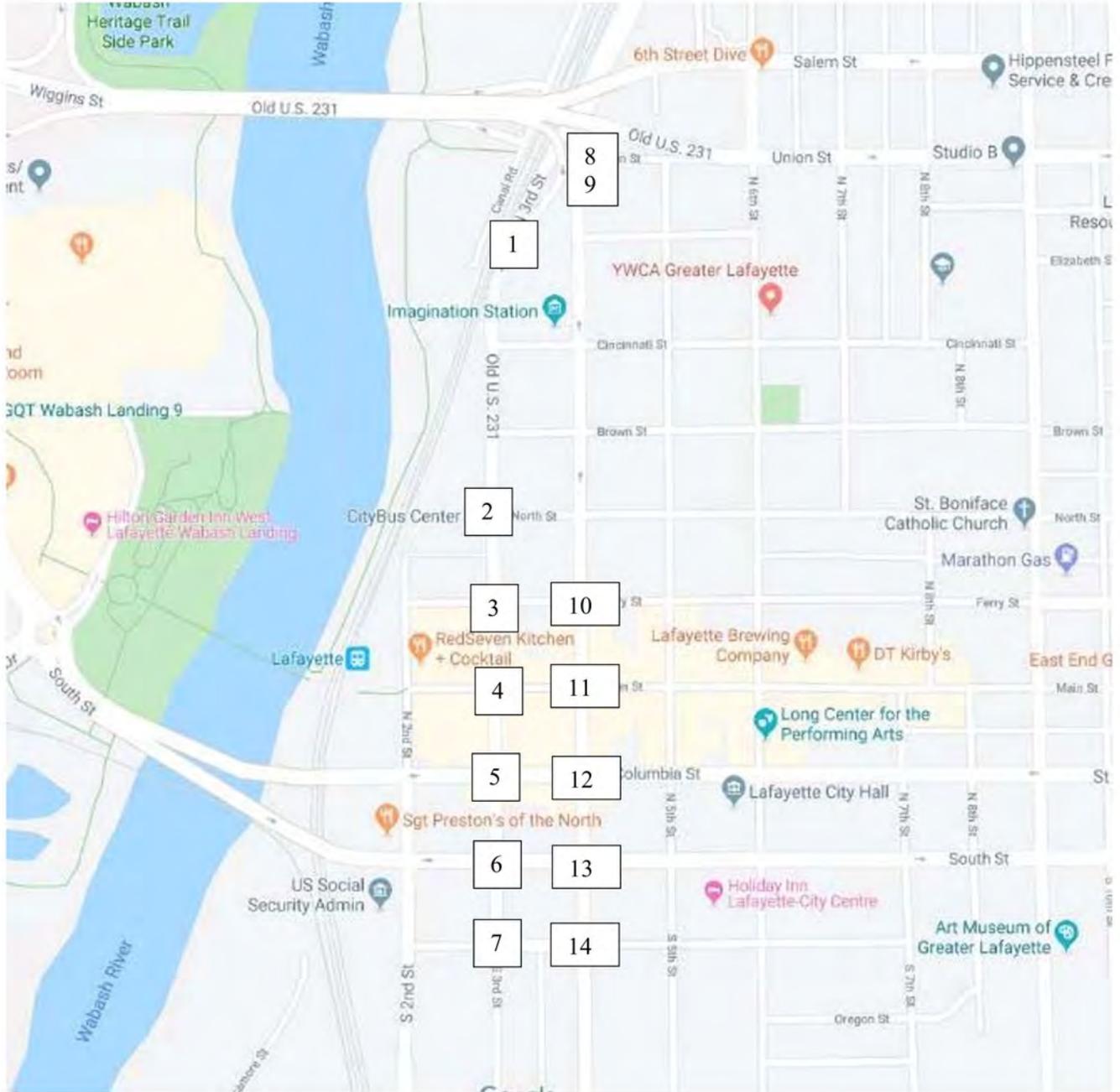
Shelly Henriott

ATTEST:

Dave Moulton

Randy Bond

Study Area Exhibit





608 Columbia Street
Lafayette, IN 47901

FEBRUARY 7, 2020

Hardik Shah, P.E.
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240
hshah@structurepoint.com

RE: Lafayette 3rd and 4th Street Conversion – Feasibility Study

Dear Hardik,

We're excited to provide you with a scope and fee proposal for preliminary planning and design and public engagement services related to the two-way conversion of 3rd and 4th Streets in downtown Lafayette.

We understand that this scope of this work is to determine the feasibility of converting both streets through downtown from approximately the intersections of Alabama Street on the south and Union Street on the north. MKSK shall assist American Structurepoint in this effort by: (1) engaging the general public and downtown stakeholders to present concepts and solicit feedback, (2) studying the short- and long-term horizon placemaking opportunities, (3) assessing multimodal integration, and (4) examining urban design/development impacts of altered connections on the north and south ends of the project. The outcome of this effort will be the basis of final design and engineering of the streets, upon which time a supplemental scope and fee proposal can be prepared. We propose the following steps to achieve the initial scope:

1. Project Information

The proposal herein is an agreement between American Structurepoint, Inc. ("Client") and MKSK ("Landscape Architect") and is based on the initial project information set forth below. The Client and Landscape Architect agree as follows.

- 1.1. Project Description: landscape architectural and urban planning services for two downtown streets and their connections.
- 1.2. Project Location & Boundaries: Third and Fourth Streets, from Alabama Street to Union Street.
- 1.3. Project Budget: a construction budget for this work has not been established.
- 1.4. Project Schedule: March 2020 to May 2020.

2. Scope of Basic Services

- 2.1. Project Steering Committee (PSC) Meetings – three meetings total

The Project Steering Committee is envisioned to include key members of the community. The purpose of this group is to vet ideas and guide planning and design direction. Their ultimate responsibility is to understand, influence and support objectives, recommendations and implementation strategies. Potential members include city representatives, civic leaders, and others as deemed necessary.

- 2.2. Stakeholder Sessions (SS) – one half-day of meetings, scheduled every hour with different groups



A number of stakeholders should be integral to the planning process. The interest and advocacy from these individuals and groups will be critical to the ultimate acceptance of this project. Stakeholders could include elected officials, adjacent property and business owners, downtown organizations and associations, bicycle advocacy groups and others. MKSK shall moderate stakeholder sessions to frame discussion and maximize input, establish stakeholder meeting scheduling and calendar invitations, prepare presentation materials, and distribute meeting minutes.

2.3. Public Engagement (PE) –two meetings total

Given the significance of this project and its potential, the general public will be meaningfully engaged to help shape project direction. The format of engagement can be determined as the project unfolds. The first public meeting would focus on orienting the community to the project, discussing the possibilities and asking for feedback. The second meeting would focus on conceptual alternatives. Two (2) MKSK facilitators shall attend each meeting. MKSK shall prepare meeting announcements and prepare presentation materials.

2.4. Conceptual Study

MKSK shall provide conceptual study of the short-term and long-term horizon placemaking opportunities along Third and Fourth Streets, including the allocation of space for different modes of transportation such as vehicles, bicycles, micromobility devices, and parking; areas for gathering; expanded merchant/dining zones; raised streets/speed tables; solutions for CityBus zone; and general streetscape character. MKSK shall also collaborate with American Structurepoint to develop alternatives for how the two-way conversions resolve at both ends of the project with respect to urban design/development impacts. MKSK shall provide one (1) total opinion of probable construction cost associated with project landscape architectural elements.

We will compile all diagrams, studies, and alternatives into a bound document for the purposes of memorializing the design process. We propose a lump-sum fee for the work described above. Fees for the work described herein total \$23,500. Reimbursable expenses are estimated at \$1,200 and are proposed to be billed in accordance with the Agreement.

Again, we thank you for this opportunity and hope that this proposal meets your expectations. Our team is ready to begin work immediately upon your signed authorization. We are excited and hope to hear back from you soon.

Respectfully Submitted,
Eric Lucas, RLA, ASLA
Principal