

January 21, 2021

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

RE: Lafayette Theater Masterplan

Mr. Carson,

It was good to hear from you earlier this month regarding the next steps for the Lafayette Theater. To hear confirmation of the City's dedication to this facility is exciting. A masterplan will be the next step in maintaining the long-term vitality of this downtown landmark. Keystone Architecture is pleased to have the opportunity to continue working with the City of Lafayette on this project.

Project Description:

The intent of the masterplan is to lay the groundwork for a future renovation and revitalization project. In order to do this, it is necessary to determine the programmatic needs for the City's intended use of the Theater. The needs will then be compared to the existing built infrastructure of the Theater itself and adjacent 610 Main Street building. The results of this exercise, along with the findings of the building assessment completed in 2020, will determine a proposed scope (or, if a phased approach is desired, scopes) of work for future construction. It is noted that Kettelhut Construction will provide input on cost and constructability aspects of the masterplan. Upon completion of the masterplan process, the City will be ready to enter directly into the creation of design documents for a construction project. A separate proposal for the work of that phase can be prepared later, once the scope is known.

Project Approach:

Keystone Architecture will work with the designated decision makers at the City of Lafayette to determine space and infrastructure needs for the City's intended use of the Theater. Through discussions and interviews, we will generate a list of space types and associated square footages. Concurrently, we will also prepare as-built documentation and a 3D model for both the Theater and the 610 Main Street building. This will allow us to compare the available space to desired space.

Subsequent meetings will be a discussion and charette format, with both dialogue and graphics to talk about the spatial requirements and design strategies in the context of the buildings themselves. The plans and program will continue to be refined hand-in-hand throughout this process. 3D images will be created as necessary to illustrate design options. The final masterplan document

will contain programmatic floor plans, 3D images, scope narratives, phasing (if applicable), construction cost estimates, and timelines.

We have not included time for extensive field documentation to confirm existing drawings. Based on visits to the Theater in the past, and the visit to the 610 Main Street building earlier this month, the plans we currently possess appear to be sufficiently accurate of the as-built conditions. Both buildings will be documented and modeled to the extent necessary to inform the masterplan. The outcome of the masterplan will inform a future design documentation phase where detailed drawings will be created specific to the desired scope. Simply put, it is not necessary to redraw the current layout of all interior walls and doors throughout all three floors of the 610 Building if a future project would remove or substantially alter them anyway. This time is better invested in proposed floor plans, diagrams, and 3D images to vet out potential design solutions.

It should be noted that there will be a need for some more advanced investigations above and beyond visual observation to fully understand current conditions. In the Theater, the existing tiered floor overbuild should be partially disassembled to get an idea of what conditions exist below. Additionally, we will need to have accurate finish floor elevations for both buildings relative to each other in order to contemplate the impacts of connection. We would recommend TBIRD Design Services for this, as they would use useful base data from the streetscape project with regard to external site conditions. It will also be desirable to have a thorough code review to vet the design, due to the complexities of connecting two entirely different buildings across a property line. We would recommend the use of RTM Consultants for this. Some of the costs for these are discussed later in the proposal. However, it may be possible for the City to use its own personnel for things like investigating the existing floor overbuild.

We have also included documentation from Arsee Engineers about their recommended structural repairs. While the repairs themselves are separate from the masterplanning process, some work from them can be incorporated into this proposal as desired. Further conversations would be needed on the City's desired repairs in order to assign an accurate value to this.

Finally, depending on where the scope and program discussions may lead, we may need to have discussions with specialty consultants outside of our firm in order to accurately understand the impacts of certain wants and needs. Since it may be possible to complete the masterplan without, for example, a theatrical or acoustical consultant, we have not included time for them in our proposal. If the services of any specialty consultants are needed to successfully complete the masterplan, we will solicit proposal from them at an appropriate time as an additional service.

Professional Design Fees:

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 masterplan. The cost breakdown for the masterplan is as follows:

- As-Built Drawings and Modeling for the Theater and 610 Main Building – \$11,600
 - Survey confirmation of finish floor elevations for both buildings (provided by TBIRD Design) -- \$4,500 allowance
- Programming and Preliminary Design – \$12,800

- Code Review (provide by RTM Consultants) – \$2,500 allowance
- Structural Review (provided by Arsee Engineers) -- \$2,500 allowance
- Synthesis of Comprehensive Masterplan Document -- \$6,800

All of the above design scopes will be performed in-house by Keystone Architecture, unless noted otherwise. We have also included a detailed breakdown and estimates for the structural repair work recommended by Arsee Engineers. The contents of this report will be incorporated into the overall masterplan. There may be additional assistance needed from Arsee to vet out structural aspects of potential designs, particularly regarding a connection between the two buildings. Costs associated with this will be handled via the allowance indicated above. Any costs associated with the involvement of Kettelhut Construction for the work of this proposal will be per a direct agreement with the City, and are not part of this agreement.

Reimbursable Expenses:

There will be a few reimbursable expenses on this project. Reimbursable expenses include printing, scanning of paper plans, mileage, travel expenses such as hotel rooms (if overnight), meals, and postage if needed to transmit documents or samples.

Clarifications:

We do not foresee a need for attendance at any zoning or variance meetings, and have not included time for them in this proposal. Consultant costs shall be charged at a factor of 1.15 in order to account for required coordination time. It is noted that Keystone Architecture is familiar with the City of Lafayette Standard Terms and Conditions for Professional Service Contracts, and expects them to be included as part of this project. Lastly, if scope changes necessitate additional services unforeseen, those will be handled on a case-by-case basis under the provisions of the contract.

Summary:

In closing, Keystone Architecture appreciates the opportunity to partner with the City of Lafayette on the next step in the revitalization of the Lafayette Theater. Should you have any questions, please do not hesitate to ask. We will be happy to expand on any issue you wish to learn more about. By working together, we can lay the framework for the long-term success of the Lafayette Theater.

Respectfully Submitted,



Justin Sorber, RA. AIA
Architectural Vice President
Keystone Architecture

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 28th day of January, 2021.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman

Jim Terry

T.J. Thieme

Shelly Henriott

ATTEST:

Dave Moulton

Josh Loggins