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AUGUST 9, 2013

CHANDLER POOLE
Director of Development
City of West Lafayette
609 West Navajo Street
West Lafayette, IN 47906

RE: Professional Scope of Services for State Street Master Plan, West Lafayette, IN

Dear Chandler,

MKSK is pleased to present our professional design qualifications and proposal for the State Street Corridor Master Plan. On both professional and personal levels, we are enthusiastic about this project and the potential it represents for the City of West Lafayette and Purdue University. Our consultancy team is comprised of MKSK (prime consultant, landscape architects and urban planners), Strand Associate (civil engineers), and Milhaus (market and private development advisory). Eric Lucas has been identified as the Principal-in-Charge and Lead Landscape Architect for MKSK. Mr. Lucas will be our team's primary contact for this project. It is understood that Beverly Shaw will be the primary contact for the Client Team (definition included on page 2). This scope of services represents the needs of the project as defined in the RFP, our subsequent response/proposal to the RFP, and discussions with the Client Team during our 4/15/13 Kick-off Meeting.

State Street represents the first impression of City and University, from either the west or from the east. It is the vital link connecting commercial districts, campus, and river; it could be called the city's "Main Street". Over the years, transportation projects – primarily in the segment of road east of the Village – have focused primarily on traffic movement, at the expense of urban design elements which create safe and inviting pedestrian- and bicycle-friendly environments. Despite the lack of quality multi-modal infrastructure, the corridor is heavily traveled by all user types, making this study all that more imperative. Within the Village area, the eastbound bypass and two-way to one-way circulation pattern diverts traffic off of State Street and away from a key commercial district. Throughout the campus, State Street is the east-west spine, which also acts as a physical and symbolic divide between the north and south campus areas. Here, many pedestrians cross at random and create unsafe points of conflict with vehicles. Better pedestrian and bicycle facilities exist along this segment of the corridor; however, these could be improved dramatically both functionally and aesthetically. For virtually the entire corridor, except the Village area and portions of the western end, there is a noticeable lack of pedestrian scale and identity.

In places along the corridor, most notably the Levee/Wabash Landing, the Village, and Purdue West, commercial districts provide retail and food/beverage establishments. Vacancy in these districts varies, with highest occurring at Purdue West and the lowest seen in the Village. Elsewhere along the corridor, other commercial opportunities exist, as identified in the Purdue University Commercial Development Master Plan. In each of these districts, opportunities abound for increased economic development and varied destinations which may not be present today. In some places, physical barriers to redevelopment may exist in the form of poor site access or

visibility. In other places, measured catalytic public investment may be necessary to unlock economic development potential. Throughout the corridor, changes to zoning or regulatory policy may assist in furthering revitalization and reinvestment efforts.

All of these existing conditions represent the opportunity for increased economic development and density, high quality urban design, and placemaking. The anticipated outcomes of this effort are thriving, vibrant, and economically diverse commercial districts; better integration of all modes of travel (vehicular, pedestrian, bicycle, and transit); cohesive streetscape amenities, materials, and furnishings; context-appropriate placemaking elements; urban street tree plantings; green infrastructure; and district(s) identity(ies).

Further, we understand the importance of this project as it relates to other transportation initiatives that are underway, including the US 231 bypass and campus perimeter parkway plan. We understand that information regarding traffic and pedestrian counts along the corridor is being collected as part of ongoing projects (by others). That data will be used as the basis for our team's traffic and street design recommendations. Our recommendations will seek to strike a safe and functional balance between vehicular needs and multi-modal/urban design needs.

We also understand from similar past projects that the marketplace will dictate the degree to which a public investment can catalyze or incent private investment – essential to economic viability and redevelopment along the corridor. Within this scope of work, we have identified a market research and analysis component that will inform land use planning by assessing land values, market rents, supply and demand projections, employment trends and statistics, and gaps in the current market. This work will identify the market-based opportunities that are possible along the corridor.

We appreciate the feedback gained from the Client Team during the 4/15 Kick-off Meeting and look forward to working with that group throughout the project. The detailed scope provided below is based upon the Kick-off Meeting discussions. In brief, it can be described as three phases: Introduction and Reconnaissance, Analysis, and Solutions. Within each phase a series of meetings with various groups is proposed, as further described under "Public Engagement and Consensus-Building". We have indicated a proposed schedule and project fees, and have made a handful of project assumptions. A summarized version of this scope is included as an attachment ("Scope and Timeline At-a-Glance") to this proposal. If we've misunderstood any component of the scope, we are more than happy to make refinements as necessary.

Public Engagement and Consensus-Building

It is our belief that soliciting input is important to the success of any community development project. An element of this process is the engagement and solicitation of public and key stakeholder participation. Beyond the Client Team, we envision two types of interactive and review bodies: a Project Working Group and Stakeholder Groups. Their composition is open to discussion and will be finalized with the Client at the beginning of the project. In addition, we recommend engagement with the general public, as noted below.

Client Team

MKSK's primary contact and interaction will be through the Client Team. This group will provide MKSK with project direction and feedback. MKSK will meet with and gain feedback from this group prior to meetings with stakeholders, the Project Working Group, or the general public. It is anticipated that MKSK will meet with this group on approximately a monthly basis (meetings identified as "Touch Point" sessions), as indicated on the Scope and Timeline At-a-Glance. It is also anticipated that when deemed necessary by the Client Team, City Councilors will be kept informed of project progress during selected Touch Point sessions.

It is assumed that this group will include key members of the City, the University, the Purdue Research Foundation, and the business community. It is expected that the City, University, and Foundation will be represented by one to three individuals each. MKSK will be represented by Eric Lucas during all meetings; other MKSK team members will be present as necessary. Strand Associates will be represented by Bill Hawkins. Milhaus will be represented by Tadd Miller and/or Michael Lewis.

Stakeholder Groups

A number of stakeholder groups are proposed as active members of the planning process. These groups' interest and advocacy for streetscape recommendations will be critical to determining the ultimate success of this project. The responsibility of these groups will be to understand, influence, and support Master Plan objectives, recommendations, and implementation strategies. Early sessions would be discussion-based, not presentation-based. MKSK would moderate sessions ("sessions" refers to the total number of focus group meetings within a particular phase) to frame the discussion and maintain group focus. Later sessions may include a brief presentation of project progress, with follow-up discussion to identify group interests and concerns. During each phase of the project, it is assumed that these sessions will be efficiently scheduled to occur within a one-day timeframe.

For this project, we recommend the following groups be convened: State Street business/property owners, Purdue University (including key individuals from University Residences), local real estate/development community, apartment owners, and the Purdue Research Foundation.

Project Working Group

The Project Working Group is envisioned to be comprised of members of the client team and representatives from the following Stakeholder Groups (1-2 members from each group): State Street business/property owners, local real estate/development community, the Purdue Research Foundation, and additional Purdue representatives, as necessary. The purpose of this group is to provide feedback on materials before they are presented to the general public as the composition of this group is intended to reflect varying interests in the general public. A primary benefit to convening this group is that members of various stakeholder groups are able to interact with one another to understand overlapping, and sometimes competing, goals and interests. By convening as a group, members gain perspective of larger project goals and objectives, understand other groups' concerns, and work together toward collective solutions and opportunities.

General Public

Given the significance of this corridor, it is recommended that the general public be engaged with an opportunity to understand proposed recommendations and provide feedback. Ideally, three open houses are to be held, each following Project Working Group meetings. The format and location of these meetings can be determined as the project unfolds. Suggestions are indicated on the Scope and Timeline At-a-Glance.

Phase 1: Introduction and Reconnaissance

Within this phase, project administrative functions will be initiated, including: identifying membership of stakeholder groups, setting project schedules, and establishing responsibilities, goals, and deliverables of the work. Also within this phase, we will gather site information and applicable data and reports. We will conduct site visits to compile the data noted below.

1.1 Project Administration and Coordination

- + Prepare for kick-off meeting (already completed for 4/15 meeting);
- + Establish project management protocol;
- + Generate project schedule;
- + Finalized public engagement process;
- + Assist City in determining stakeholder groups;
- + Attend two (2) Client Team meetings (one already attended at 4/15 kick-off meeting)
- + Generate meeting agenda and meeting minutes

1.2 Review of relevant studies, reports, and policies to become familiar with prior and current initiatives. Studies will include, but not be limited to:

- + Metropolitan Transportation Plan 2040 and Transportation Improvement Program (both by the APC);
- + Purdue University Master Plan;
- + Purdue Research Foundation Commercial Development Master Plan;
- + West Lafayette Demographics Study;
- + Miscellaneous State Street commercial/retail district redevelopment studies;
- + River and scenic byway studies by the Wabash River Enhancement Corporation;
- + From Good to Great by Rebecca Ryan;
- + Ongoing engineering studies related to the campus perimeter parkway system;
- + University stormwater/sanitary sewer and green infrastructure studies;
- + Zoning ordinance and other regulations/policies

1.3 Collect existing physical conditions to understand corridor baseline information

- + Electronic project mapping (GIS information to be obtained from the city);
- + Three-dimensional massing model (if available, obtained from City and/or University);
- + Land use designations;
- + Street character and parking or building situation (setback, height, architectural character);

- + Street and intersection traffic data (provided by City through BFS study);
- + Traffic signal timing information from the City for all interconnected signals (provided by City);
- + Subsurface and above grade utility information in and adjacent to right of way (provided by City);
- + Locations and types of public transit stops and facilities;
- + Observed pedestrian circulation patterns;
- + General streetscape, signage, and placemaking features;
- + Street trees and other vegetation;
- + Known cultural, historical and public art assets;
- + Parks, open space, and trail connectivity
- + Listing of special events that cause isolated traffic issues (i.e. football game days, university move-in/out)

1.4 Collect market data to understand current rates and trends

- + General context (city, university, and neighborhood);
- + Analysis of market (and university) demographics (to be provided by the City)
- + Specific identification and analysis of target markets;
- + Current consumer/user spending habits data collection (See 6.5)

1.5 Public Engagement

- + Conduct one (1) Stakeholder Session, aimed at providing groups with an introduction to the project and then moderating discussion to listen and learn of group interests and concerns;
- + Conduct one (1) Project Working Group meeting, aimed at moderating discussion and identifying collective opportunities.
- + Conduct online community survey, aimed at generating awareness and interest in the project, and collecting data about community perceptions. The success of online surveys is first determined by raising community awareness of the tool, and then by getting a representative cross section of the population to participate. For this project, we recommend using this tool throughout each phase in order to gain public input at various stages of project development and to continuously provide and receive information to and from the public.
 - + Selected method: Survey Monkey, \$2,000 (not to exceed). We have used this tool on a number of projects. It is a relatively simple tool through which surveys are created and distributed and responses are collected and summarized. A brief video of this tool's value can be found on this website: <https://www.surveymonkey.com/mp/take-a-tour/>. The cost for using this online service is \$400 for the full six-month project duration (\$65/month). In addition, there is an MKSK fee associated with creating surveys. Assuming three surveys are prepared, the MKSK fee for survey preparation is \$1,600.
 - + Optional method which can be chosen at a later date: MindMixer, \$4,000 to \$8,000 (see description herein). We have used this tool on a number of projects, including the current Louisville Downtown Master Plan (<http://www.engagelouisville.com/>). This is a dynamic tool which combines all online outreach efforts into one: project website, social media, and survey. The cost for using this online

service is \$2,400 for the full six-month project duration (\$400/month). In addition, there is an MKSK fee associated with creating surveys. Assuming three surveys are prepared, the MKSK fee for survey preparation is \$1,600. Lastly, maintenance of the site (including uploading images/plans, adding notices, and providing responses to participants), typically requires about 2 hours per week. This site maintenance could be provided by the Client Team or by MKSK. If provided by MKSK, the associated fee is \$4,000.

1.6 Phase Deliverables

- + Project schedule
- + Public engagement process plan;
- + Project goals and objectives;
- + Stakeholder Session summaries;
- + Online survey results and analysis;
- + Summary of important elements relating to the State Street Master Plan as identified from applicable/relevant documents;
- + Project base mapping;
- + Summary of existing conditions;
- + Project digital model;
- + Meeting agendas and minutes;
- + Raw data collected during this phase; ultimately presented as a digital appendix to the final report.

Phase 2: Analysis

Within this phase, we will synthesize data collected during the Reconnaissance phase to define opportunities and constraints relative to urban character, street design and multi-modal transportation, the physical and natural environment, and placemaking. We will also frame the market opportunities by preparing supply and demand analyses.

2.1 Project Administration and Coordination

- + Maintain the project schedule;
- + Attend two (2) Client Team meetings;
- + Generate meeting agenda and meeting minutes.

2.2 Physical Conditions Evaluation

- + Traffic modeling and analysis (up to three alternatives), using the BF&S Perimeter Parkways study as a starting point and modifying/providing recommendations for this specific project;
- + Corridor multi-modal mobility analysis;
- + Analysis of current pedestrian/vehicular conflict conditions and problem areas;
- + Review and evaluate existing drainage infrastructure;
- + Green infrastructure analysis;

- + Land use inconsistencies;
- + Assessment of linkages to contiguous neighborhoods, the University, and the City of Lafayette;
- + Definable districts and thresholds;
- + Buildings and parking relationship to street character;
- + Pedestrian and bicycle facilities adequacy, functionality, and connectivity;
- + Pedestrian crossing points;
- + Public transit facilities adequacy and access;
- + Activity nodes and district threshold opportunities;
- + Key viewsheds and landmarks;
- + Streetscape, signage, and placemaking elements cohesiveness and quality;
- + Cultural, historical and public art assets significance and integration;
- + Campus master plan concepts and their relationships to the urban corridor;
- + Topographical opportunities and constraints relative to urban character and potential development sites;
- + Significant street tree presence, either mature or newly planted;
- + Parks, open space, trails, and natural systems relationships to the urban corridor.

2.3 Regulatory Evaluation

- + Identification of barriers to development;
- + Identification of zoning inconsistencies and/or urban design conflicts.

2.4 Best Practices Evaluation

- + Identify best practices appropriate to the scale and context of State Street.

2.5 Market Evaluation

- + Demand Analysis
 - + Current & historical market absorption
 - + General city development & growth trends (path of development)
 - + Land valuation and analysis within subject area (land sales comparables analysis)
 - + General evidence from existing sales and leasing comps (sales comparables analysis)
 - + Forecast demand by specific market determination (using population and job growth)
- + Supply Analysis
 - + Vacancy indications by selected comparables
 - + Detailed competitive-amenities rating
 - + Original field research of all competitive properties (rent comparables)
 - + Original research of planned projects
- + Consumer Spending
 - + Current spending patterns/habits (where are consumers spending)
 - + Consumer spending trends (spending habits over a period of time)
 - + Purchasing power (discretionary income analysis)

- + Possible gaps in existing consumer stock based on consumer spending demands

2.6 Public Engagement

- + Conduct one (1) Stakeholder Session, aimed at gaining feedback from analysis and then moderating discussion to listen and learn of group interests and concerns;
- + Conduct one (1) Project Working Group meeting, aimed at moderating discussion and identifying collective opportunities;
- + Conduct one (1) Public Open House to introduce the project, share information gathered to date, and present the initial project analyses.
- + Conduct online community survey, aimed at generating awareness and interest in the project, and collecting data about community perceptions. See 1.5 above for more information.

2.7 Phase Deliverables

- + Opportunities mapping, analysis and report;
- + Online survey results and analysis;
- + Best practices compendium;
- + Report of market evaluation;
- + Presentation materials for Public Engagement sessions;
- + Meeting agendas and minutes.

Phase 3: Solutions

Within this phase, we will develop urban streetscape, land use, development, and implementation strategy recommendations. Using the traffic operation and analysis, the MKSK team will create concept alternatives (a maximum of three (3) alternatives) that demonstrate the multi-modal and circulation adjustments that can be accomplished. We will also explore streetscape and placemaking elements that create identity, sense of place, and relate to the project context. These studies, informed by the preceding analyses, will be based upon previous experience, recognized best practices, emerging practices, and local acceptance. Images of recommended concepts will be collected to capture the imagination and build consensus and capital funding support. Narratives and strategies will be provided that explain each approach. We will also develop uniquely-crafted implementation strategies as a realistic guide to corridor revitalization/redevelopment.

Based on feedback received during this phase, we will refine a preferred alternative as a draft, and then final recommendation. We will graphically communicate alternatives through precedent imagery, plan views, cross sections, and three-dimensional massing models. For the draft and final reports, we will create an overall illustrative plan, illustrative plan enlargements of key proposals, an illustrative plan of the proposed Phase 1 project area, illustrative cross sections, and a maximum of four (4) three-dimensional before-after visualizations (see attached exhibit as an example of this product).

3.1 Project Administration and Coordination

- + Maintain the project schedule;

- + Attend four (4) Client Team meetings;
- + Generate meeting agenda and meeting minutes.

3.2 Street Design, Streetscape, Urban Design, and Placemaking Recommendations

- + Land uses and building infill opportunities;
- + Typical street sections, including lane width, street direction (one- vs. two-way patterns), design speeds;
- + Vehicle access recommendations;
- + Multi-modal opportunities for enhanced mobility;
 - + Bicycle lanes, cycle tracks, shared-use facilities, bicycle parking;
 - + Bus and trolley pull-offs, stops, and shelters;
- + Traffic calming recommendations;
- + On- and off-street parking opportunities;
- + Event traffic management measures such as closing low-volume lanes, implementing floating lanes, etc.
- + Pedestrian walkways and crosswalks;
- + Urban plazas and gathering spaces;
- + Streetscape furnishings and regulatory signage character;
- + Urban street trees and “tree lawns”;
- + Green infrastructure features such as bioretention cells, solar-powered devices, stormwater credit banking, pervious paving, etc.
- + Placemaking themes, signage, and district branding;
- + Cultural and historic tie-ins;
- + Public art opportunities;
- + Topographical reconciliation;

3.3 Regulatory/Policy Recommendations

- + Land use policy that may support development and/or remove development barriers;
- + Fiscal policy that may incentivize redevelopment;
- + Administrative tools that may provide redevelopment guidance mechanisms;
- + Regulatory adjustments such as design guidelines, overlay district strategies, and zoning changes.

3.4 Market and Phasing Recommendations

- + Marketability and highest and best use studies
 - + Probable use and timing based on ad hoc judgments (narrative)
 - + Timing projection based on marginal demand and competitive rating analysis
 - + Probable use supported by present value analysis
 - + Specific land use plan and gap analysis
- + Define potential revenue streams/sources based upon the gap analysis (i.e. property tax revenues, job creation, income tax revenues, TIF revenues). Note that this will be in narrative form and not a numerical

projection. A numerical projection can be prepared for specific development proposals. See Item 6.1, under Additional Services for more detail.

3.5 Phasing and Implementation Recommendations

- + Identify prioritized (immediate-, near-, and long-term) public infrastructure investment that leverages resources for private sector investment;
- + Identify organizational responsibilities for implementation;
- + Recommend public investment funding mechanisms and sources;
- + Identify innovative public & private development partnerships;
- + Identify a recommended "Phase I" redevelopment priority, which identifies key parcels/sites that may provide catalytic redevelopment opportunity. Because we cannot predict the actual location of a potential Phase I at this time, it is assumed that the potential Phase I size may be as large as the commercial zone between River Road and the Wabash River. That size may be spread out over several locations along the corridor, or confined to one location. For the purposes of this proposal, the size of a potential Phase I is defined, but its location will be determined as the project progresses.
- + Prepare a proposed Phase I redevelopment plan, indicating land uses, conceptual building and parking configurations, and public infrastructure/amenity requirements.

3.6 Video Animation (\$5,000, not to exceed)

- + Preparation of aerial "fly-through" graphic presentation of proposed development concepts. The value of this production is to assist in public relations and in marketing the corridor to attract developers, tenants, investors and other real estate professionals
- + 2-3 minute video combining plans, diagrams, renderings, stock photography, stock video, and music to create video animation. Example: <http://www.youtube.com/watch?v=5o-BYzskCKg&feature=youtu.be>

3.7 Public Engagement

- + Conduct two (2) Stakeholder Sessions aimed at gaining feedback from proposed project solutions and understanding group interests and concerns;
- + Conduct two (2) Project Working Group meetings aimed at gaining feedback from proposed project solutions and identifying collective opportunities;
- + Conduct online community survey, aimed at generating awareness and interest in the project, and collecting data about community perceptions. See 1.5 above for more information.
- + Conduct two (2) Public Open House to present and gain feedback on proposed project solutions.

3.8 Phase Deliverables

- + Draft concept alternatives and summary memorandum of recommendations for each alternative;
- + Draft market recommendations and implementation strategies;
- + Draft Master Plan Report;
- + Final Master Plan Report;

- + Presentation materials for Public Engagement sessions;
- + Online survey results and analysis;
- + Video animation
- + Digital appendix of raw data collected during Phase 1, analyses prepared during Phase 2, and concept alternatives prepared during Phase 3;
- + Meeting agendas and minutes

Proposed Schedule

It is anticipated that this project will take approximately six (6) months to complete. This schedule is dependent on timely reviews of project concepts by the Client Team, the Project Working Group, and Stakeholder Groups. MKSK is in a position to work immediately upon contract agreement. The proposed project schedule is indicated on the Scope and Timeline At-a-Glance.

Assumptions

- 4.1 The Client Team will be responsible for identifying individual members of stakeholder groups and the Project Working Group; MKSK will assist the Client Team.
- 4.2 The Client Team will be responsible for coordination of all public meetings/stakeholder group meetings, including meeting times, locations, invitations, and costs associated with those meetings. MKSK will provide agendas, notices, questionnaires (if applicable), surveys and/or any materials related to public meetings/stakeholder group meetings.
- 4.3 The Client Team is responsible for all mailings, fees associated with mailings, and all contact with the media regarding this project and the posting of all project information.
- 4.4 Based on discussions during the Kick-off Meeting, the Client Team will provide the MKSK with demographics data which are more reliable than those produced by traditional sources.
- 4.5 Aerial photographs and base mapping will be made available through the Client Team.
- 4.6 All base survey information including but not limited to topography, boundary and utilities is to be made available by the City. It is anticipated that all mapping data will be provided to the consultant in GIS electronic "shape", "dxf" or "dwg" file format.
- 4.7 Local approval of the plan will be carried out by the Client Team. The Client Team will generate all documentation necessary for the adoption of the State Street Corridor Master Plan.
- 4.8 Inventory, identification, or study of brownfield/contaminated sites is not included in this proposal.
- 4.9 Geotechnical/subsurface investigation, data collection, and analysis is not included in this proposal.
- 4.10 Construction cost estimates are not included in this proposal.
- 4.11 Any additional meetings will be performed on an hourly basis or by separate agreement.
- 4.12 Coordination related to detailed design, design development, AutoCAD drawings, site engineering, geotechnical, traffic, hydraulic, and environmental studies necessary for site work permitting, and preliminary cost estimates and budgeting are not included as part of this proposal.

Proposed Fee

We have identified fees for each consultant included on our team. These fees, totaling \$188,500, include the recently requested scope modifications. Requested scope modifications affecting fees include added online surveys and video animation (which affect MKSK's scope) and consumer spending analysis (which affect Milhaus's scope). Strand Associates have confirmed that their scope does not overlap with the recently shared BF&S study. As such, their fees remain unchanged in this proposal revision.

- + MKSK fee: \$103,000 (modified to include selected online surveys and video animation)
- + Strand Associates fee: \$63,000
- + Milhaus fee: \$22,500 (modified to include consumer spending analysis)

Fees are proposed as a lump sum, not to exceed, invoiced on a monthly based upon percentage of work completed. Reimbursable expenses are estimated as a not to exceed amount of \$9,400 (5% of fees), and are proposed to be billed in accordance with the attached Terms and Conditions. Hourly rates are indicated on the attached Terms and Conditions.

If Authorized Services

We have identified a handful of potential authorized service items that the Client Team may wish to consider.

- 6.1 Financial Analysis and Strategy for the Proposed Phase I Project. During the Phasing and Implementation Recommendations portion of Phase 3, our team can prepare a financial analysis and strategy for the proposed Phase I project. We can provide this analysis for \$10,000. These services entail:
 - + The creation of development pro-formas and feasibility analyses;
 - + Public financing mechanisms, financing strategies, potential sources of equity and debt, amount of public assistance likely to be employed;
 - + Numerical projections of revenue gains (including property tax revenues, job creation, income tax revenues, TIF revenues) generated by the proposed Phase I redevelopment opportunity.
- 6.2 As we understand, the Client Team will handle ongoing marketing & promotion of plan. If desired, fees for this service can be identified.
- 6.3 Included in the current proposal is the analysis of consumer spending habits, trends, and gaps based on general consumer data obtained from public sources (i.e. City of West Lafayette, U.S. Census Bureau, Bureau of Labor Statistics, and 3rd-party demographics providers). If the quality of this information is determined, jointly by the MKSK Team and the Client Team, to lack accuracy, this same analysis can be done using refined data from surveys of actual users of the site via various methodologies (written surveys/polls, website data collection, etc). This level of information is much more site and user specific. Depending on the level of detail and the scope of the survey, fees for this level of information will be \$10,000-15,000. If this service is determined to be necessary, we will obtain a firm proposal from survey providers.

We look forward to the opportunity of working with you on this transformative project and believe that our success in addressing similar projects provides the City and the University with a seasoned and experienced team geared toward meeting the challenges and identifying the opportunities of the State Street Corridor. Should you have questions regarding the content of the scope, timeline, fees identified in this proposal, we are happy to meet with you and make any refinements that are necessary to align our proposal with your expectations.

Respectfully Submitted,



ERIC M. LUCAS, RLA, ASLA
Principal

Accepted by: _____
Chandler Poole

Date: _____

	PHASE 1: INTRODUCTION AND RECONNAISSANCE	PHASE 2: ANALYSIS	PHASE 3: SOLUTIONS
TIMELINE	MONTH 1 WEEKS 1-3	MONTHS 2, 3 WEEKS 4-9	MONTHS 4, 5, 6 WEEKS 10-22
IN-OFFICE WORKPLAN	Project Kick-Off Review of Existing Studies Data Collection Market Data Project Mapping Compilation Site Digital Model	Physical Analyses Market Study	Streetscape, Urban Design, and Placemaking Studies and Recommendations Best Practices Compendium Implementation Strategies Market Recommendations Draft Master Plan Final Master Plan
CLIENT TEAM MEETINGS	WEEK #1 Touch Point (TP 1) * » Project Kick-Off » Scope/Process/Schedule » Project Parameters/Goals » Protocols/Communication » Meeting Coordination WEEK #3 Touch Point (TP 2) » Define Project Working Group and State Street Property Owners Group » Status Updates/Feedback, Meeting Coordination	WEEKS #7, 9 Touch Point (TP 3*, 4^) » Status Updates » Feedback and Direction » Meeting Coordination	WEEKS #12, 15, 18, 21 Touch Point (TP 5*, 6^, 7, 8*) » Status Updates » Feedback and Direction » Meeting Coordination
PUBLIC ENGAGEMENT AND CONSENSUS BUILDING	WEEK #3 SESSION Stakeholder Sessions (ST 1) * » Project Introduction » Learning and Listening Project Working Group (PW 1) » ST 1 Summary and Discussion	WEEK #8 SESSION Stakeholder Sessions (ST 2) *^ » Project Update (Analyses) » Information Sharing and Dialogue Project Working Group (PW 2) » ST 2 Summary and Discussion WEEK #9 SESSION Public Open House (PE 1) * » Project Introduction » Information Collected » Initial Analyses	WEEK #12 SESSION Stakeholder Sessions (ST 3) * » Project Update (Solutions 1) » Information Sharing and Dialogue Project Working Group (PW 3) » Draft ST 3 Summary and Discussion WEEK #13 SESSION Public Open House (PE 2) * » Facilitated Breakout Discussions WEEK #17 SESSION Stakeholder Sessions (ST 4) » Project Update (Solutions 2) » Information Sharing and Dialogue Project Working Group (PW 4) » Draft ST 3 Summary and Discussion WEEK #18 SESSION Public Open House (PE 3) » Open House Format
WORK PRODUCT	Project Goals & Objectives Base Mapping Draft Digital 3-D Model Reconnaissance Inventory Market Scan Interim Summary Project Brief	Physical Environment Analyses Market Study Interim Summary Project Brief	Market Recommendations Best Practices Compendium Presentation Materials/Graphics Draft Master Plan Final Master Plan

Proposed Stakeholder Groups

- » State Street Property/Business Owners
- » Purdue University (including key individuals from University Residences)
- » Real Estate/Development Community
- » Apartment Owners
- » Residents

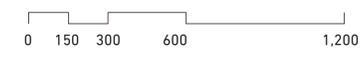
* denotes Strand attendance

^ denotes Milhaus attendance

Note: City Councilors to be kept informed of progress as necessary during Touch Point sessions.



- UNIVERSITY ACADEMIC
- UNIVERSITY MIXED USE (POTENTIAL COMMERCIAL ON FIRST FLOOR OF SOME BUILDINGS)
- COMMERCIAL
- TBD
- EXISTING COMMERCIAL DISTRICTS



TERMS AND CONDITIONS OF PROPOSAL



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, film and processing, 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" – Bond	\$ 0.15
B/W Copy 11" x 17" – Bond	\$ 0.30
B/W Copy 18" x 24" – Bond	\$ 1.00
B/W Copy 24" x 36" – Bond	\$ 2.00
B/W Copy 30" x 42" – Bond	\$ 3.00
B/W Copy 36" x 48" – Bond	\$ 4.00
Color Copy 8.5" x 11"	\$ 1.00
Color Copy 11" x 17"	\$ 2.00
Color Plot 18" x 24"	\$ 15.00
Color Plot 24" x 36"	\$ 25.00
Color Plot 30" x 42"	\$ 35.00
Color Plot 36" x 48"	\$ 45.00
Color Pres. Plot 18" x 24"	\$ 25.00
Color Pres. Plot 24" x 36"	\$ 45.00
Color Pres. Plot 30" x 42"	\$ 70.00
Color Pres. Plot 36" x 48"	\$ 85.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually

Senior Principal	\$ 175
Principal	\$ 160
Associate Principal	\$ 140
Senior Associate	\$ 130
Associate	\$ 115
Landscape Architect I	\$ 95
Landscape Architect II	\$ 85
Landscape Architect III	\$ 55
Urban Planner I	\$ 100
Urban Planner II	\$ 80
Urban Planner III	\$ 55
Graphic Designer I	\$ 70
Graphic Designer II	\$ 55
Administration	\$ 50

~~**RETAINER** The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.~~

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 ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

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. The Client and the Consultant 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 subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

TERMS AND CONDITIONS OF PROPOSAL



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.

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 officer's, 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 less. 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.

CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officer's, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed fifty thousand dollars (\$50,000) or the Consultant's total fee for services rendered on this Project, whichever is less. 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.

OBSERVATION SERVICES The Client understands that by not retaining the Consultant for construction observation services, there may be misinterpretations of the Consultant's plans and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the Client has elected to proceed with the Project without the Consultant providing construction observation services. The Client agrees to indemnify and hold-harmless the Consultant against any and all claims, damages, awards and cost of defense, which may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

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.

SHOP DRAWING REVIEW The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

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.

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.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

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

TERMS AND CONDITIONS OF PROPOSAL



of this Agreement shall remain in full force and effect.

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.

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.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

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.

BETTERMENT If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

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. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONTINGENCY The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction cost of the Project may exceed

the estimated construction cost. The Owner agrees to set aside a reserve in the amount of at least ten (10) percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

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.

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.

DEFINITION OF 'HAZARDOUS MATERIALS' As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.