

**JONES & PHILLIPS ASSOCIATES, INC.
THEATRICAL CONSULTATION AND DESIGN**

**14 North 2nd Street, Suite 301
P.O Box 378
Lafayette, Indiana 47902-0378
(765) 423-1123**

May 14, 2014

Ms. Jayne Farber, Project Consultant
Attn: Columbus Redevelopment Commission - Arts District
123 Washington Street
Columbus, IN 47201-6774

RE: Additional Services fee request for Client requested review of the potential use of the Sear's site, the Yes Cinema and creation of an 'evolved' Crump that did not require a new stage as part of the Crump Theatre Analysis.

J&P file No. 13-01,

Dear Mrs. Farber:

In accordance with our recent discussions, Jones & Phillips Associates, Inc. is pleased to submit the following proposal to the Columbus Redevelopment Commission.

Our original contract requires that all requests for additional services be approved by the Columbus Redevelopment Commission routed through your office in a written form. This document is presented to be the instrument of approval for additional services.

This proposal assumes the following:

A. Contract Extension for Services

Purpose:

Because the contract for the Crump Theatre Analysis did not include a review of the potential use of the Sear's site, the Yes Cinema and creation of an 'evolved' Crump that did not require a new stage, that work is included here as an extra service.

Tasks:

- 1) URS - Prepare drawings the potential use of the Sear's site, the Yes Cinema and creation of an 'evolved' Crump that did not require a new stage.
- 2) URS - Furnish cost estimates related to the Yes Cinema and creation of an 'evolved' Crump that did not require a new stage.
- 3) J&P - Provide programming and operating cost estimates for the Yes Cinema and creation of an 'evolved' Crump that did not require a new stage.
- 4) J&P - Provide an explanation of the multi-venue management if the Crump Theatre were managed together with other performance venues.

B. Compensation for Services Rendered

1. Professional Services

- | | |
|---|----------|
| a. Services of Van Phillips, principal of the firm,
per hour: | \$225.00 |
| b. Services of senior project managers and senior
associates of the firm, per hour: | \$175.00 |
| d. Services of associates of the firm and Ted W. Jones,
principal "at counsel" per hour: | \$125.00 |
| e. Services of junior associates and draftspersons of the firm,
per hour: | \$ 90.00 |
| f. Services of clerical staff of the firm,
per hour: | \$ 70.00 |

2. Reimbursement for the following expenses:

- a. Long-distance telephone calls.
- b. Postage and express shipments.
- c. Drawing and specification reproduction required to be furnished, beyond the one original drawing and specification set provided, to the Owner.
- d. Travel and living expenses incurred in the performance of services at locations other than the business addresses of the Theatre Planners and Consultants. Whenever possible, travel expenses will be shared with other projects in the same geographical area.
- e. Other expenses incurred with prior approval.

3. Billing and Payment Interval

- a. The Theatre Planners and Consultants will invoice the Owner once each month for services rendered during the previous thirty (30) days.
- b. Payment will be due within thirty days of the receipt of each invoice and following the Owner's approval of claims.
- c. Interest will be charged at 1.0 percent per month on amounts due and not received.

4. Maximum Professional Fees

- a. Fees for professional services will be calculated using the hourly rates stipulated herein. Fee charges for travel time will be made only during normal working hours. Time spent en route, or during layovers, which occur before or after the normal working day will not be billed.
- b. Total professional fees for the Theatre Planners and Consultants will not exceed \$ 12,165.00 based upon the following:

Mr. Phillips (17.25 x \$225.00 = \$ 3,881.25 less \$10.62)	\$ 3,870.63
Mrs. Phillips (27 x \$175.00 = \$ 4,725.00)	\$ 4,725.00
URS Corporation	<u>\$ 3,569.37</u>
	\$ 12,165.00

- c. Expenses are billed at cost.
- d. Every effort will be made to limit the fees and expenses to a minimum amount consistent with consulting services in the best interests of the Owner. Only hours worked and expenses incurred will be billed. The Owner is not responsible for payment of any unused balance left in the contract at the conclusion of the project.
- e. The hourly rates and maximum fees expressed in this proposal apply to services rendered through calendar year 2014. Hourly rates and maximum fees are subject to negotiation for services rendered after 2014.

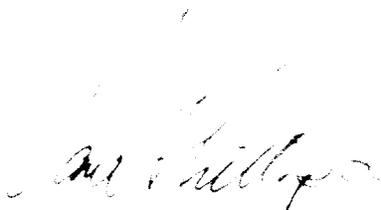
This document is the entire "Extension" Agreement between the Columbus Redevelopment Commission and the Theatrical Consultant. Changes or additions in this Agreement must be in writing and must be signed by both the Columbus Redevelopment Commission and Theatrical Consultant.

If this "Extension" Agreement is satisfactory, please sign, date, and return one copy to Jones & Phillips Associates, Inc. as our contract extension authorization.

Respectfully submitted:

Accepted by:

Jones & Phillips Associates, Incorporated



Van Phillips
President

City of Columbus

Date: June 12, 2014

Date: _____

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