



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_09_29_2021

Wednesday, September 29, 2021 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 29, 2021 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from August 25 Meeting

Documents: [Minutes - August 25, 2021](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

City of Westfield - Approval of Land Sale - 145 South Union Street

Documents: [Land Sale Approval Letter](#)

Action Item #3:

Clark Dietz, Inc. & City of Westfield – Professional Services Agreement – On-Call Plan Review Services

Documents: [Professional Services Agreement](#)

Action Item #4:

Citizens Energy Group – Reimbursement Agreement for West Fork Whiskey Signing Authority

Documents: [Signing Authority](#)

Action Item #5:

Agreed Findings – City of Westfield & Joseph P. Ferraro, Jr. & Georgia A. Ferraro

Documents: [Ferraro Agreed Findings](#) | [Exhibit A](#)

Action Item #6:

Westfield Fire Station 381 Phase 1 Report Approval

Documents: [Overall Site Plan](#) | [WFD Phase 1 Report](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Permit Approval

Action Item #7:

Duke Energy – 1343 E. 196th Street – Encroachment Application

Documents: [Duke Encroachment Application](#) | [Duke Attachment to Application](#)

Consent Agenda

September Bond Information

Documents: [September Bond List](#)

Department Reports

Fire

Police

Documents: [WPD August Report](#)

Public Works

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2021

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Westfield Police Department

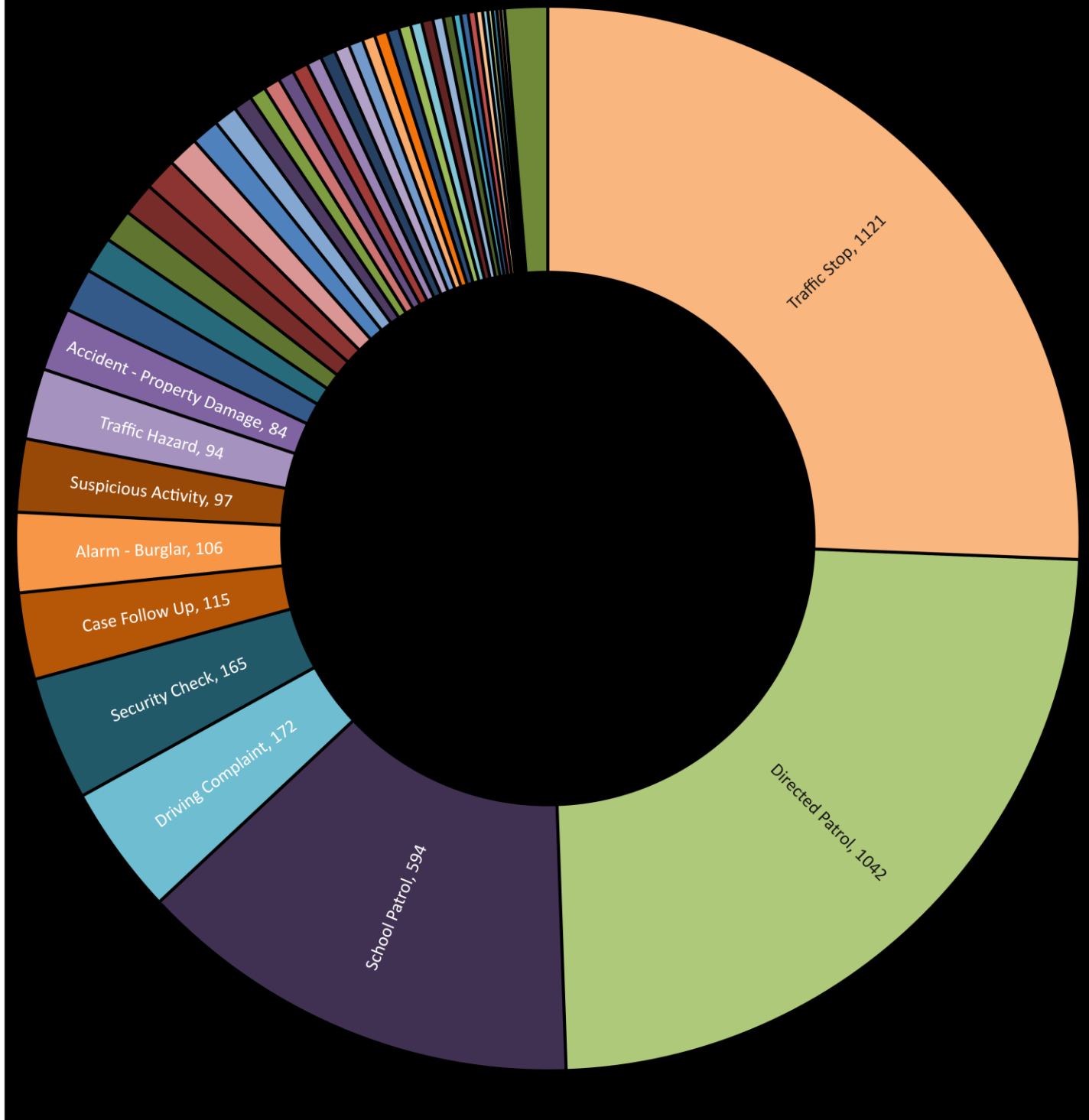
August 2021

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	37	Juvenile Complaint	14
Abandoned Vehicle	10	K9 Detail	2
Abandonment	0	Kidnapping	0
Abuse / Neglect	2	Lock Out	41
Accident - Hit & Run PD	16	Loud Party	1
Accident - Hit & Run PI	0	Mental Emotional - Violent	5
Accident - Other	1	Mental Person	4
Accident - Property Damage	84	Miscellaneous	20
Accident - Personal Injury	10	Missing Person	7
Accident - Sinking Vehicle	0	Missing Person - PLS	0
Accident - Unknown	3	New Call	0
Accelerator Stuck	0	Nuisance	9
Active Assailant	0	Ordinance Misc.	20
Alarm - Other	1	Parking Complaint	15
Alarm - Vehicle	0	Physical Disturbance	13
Alarm - Burglar	106	Product Contamination	0
Alarm - Hold Up	16	Reckless Activity	2
Animal Bite / Attack	4	Road Rage	3
Animal Complaint	44	Robbery	2
Assist Fire	44	Runaway	4
Assist Other Department	25	School Patrol	594
Assist Public	48	Security Check	165
Battery	4	Sex Offense	4
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	2
Burglary	1	Special Detail	0
Carjacking	0	Stabbing	0
Case Follow Up	115	Suicide	0
Child Seat Inspection	0	Suspicious Activity	97
Civil Dispute	19	Suspicious Package	0
Criminal Mischief	22	Test	0
Damage to Property	0	Theft	31
Death Investigation	1	Theft - From a Vehicle	5
Directed Patrol	1042	Theft - of a Vehicle	4
Disturbance	20	Threat to Life	6
Driving Complaint	172	Threatening Suicide	2
Drug Complaint	17	Tow Release	0
Drug Lab	0	Traffic Hazard	94
Escort	10	Transport	0
Fight	0	Trespassing	15
Firearms Shots Fired	3	Traffic Stop	1121
Found / Lost Property	21	Unknown Call for Police	1
Found Person	1	VIN Check	58
Fraud Prescription	0	Wanted	0
Fraud / Deception	22	Warrant Service	4
Harassment	21	Weapons Complaint	1
Intoxicated Person	6	Welfare Check	43
Investigation	17	Total	4374

Westfield Police Department
August 2021

Monthly Events by Incident Type
August 2021

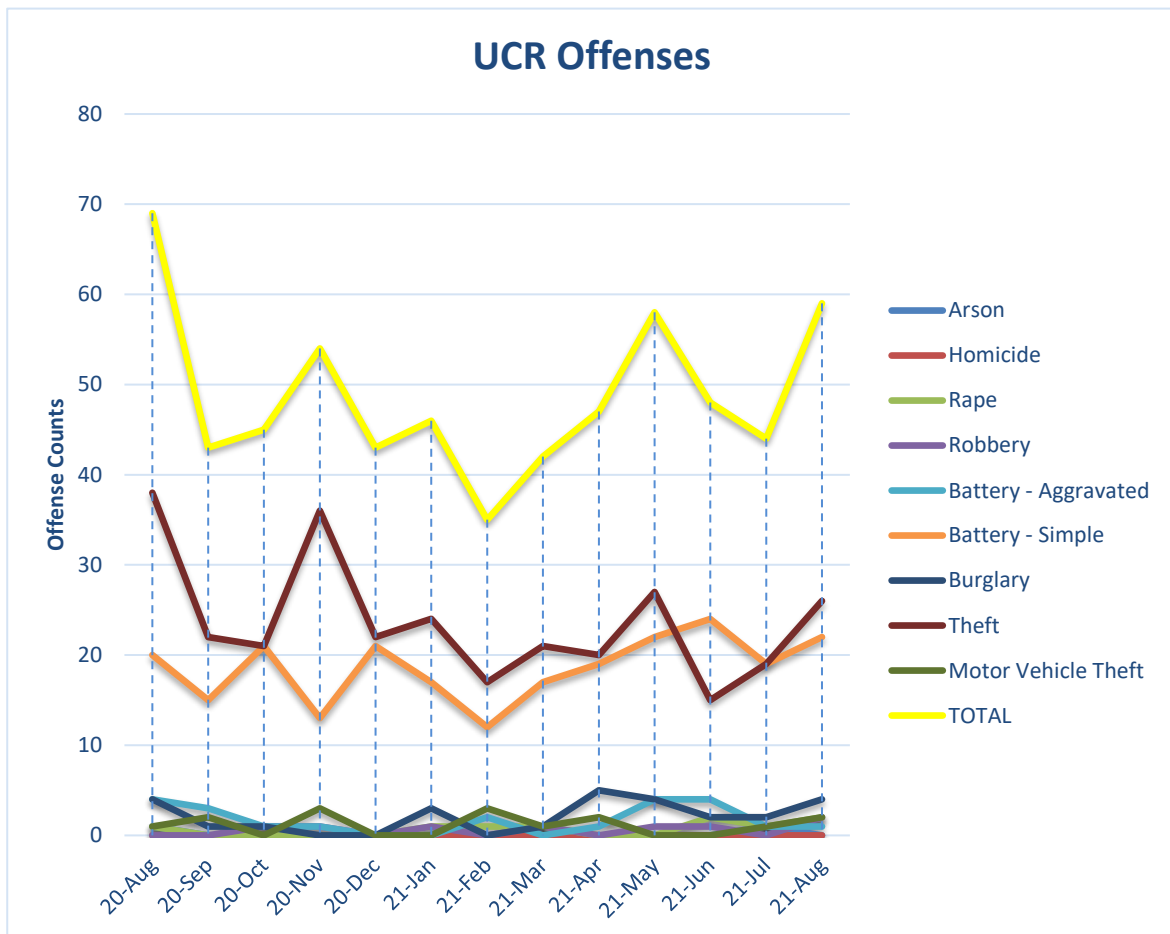


Westfield Police Department

August 2021

UCR OFFENSES

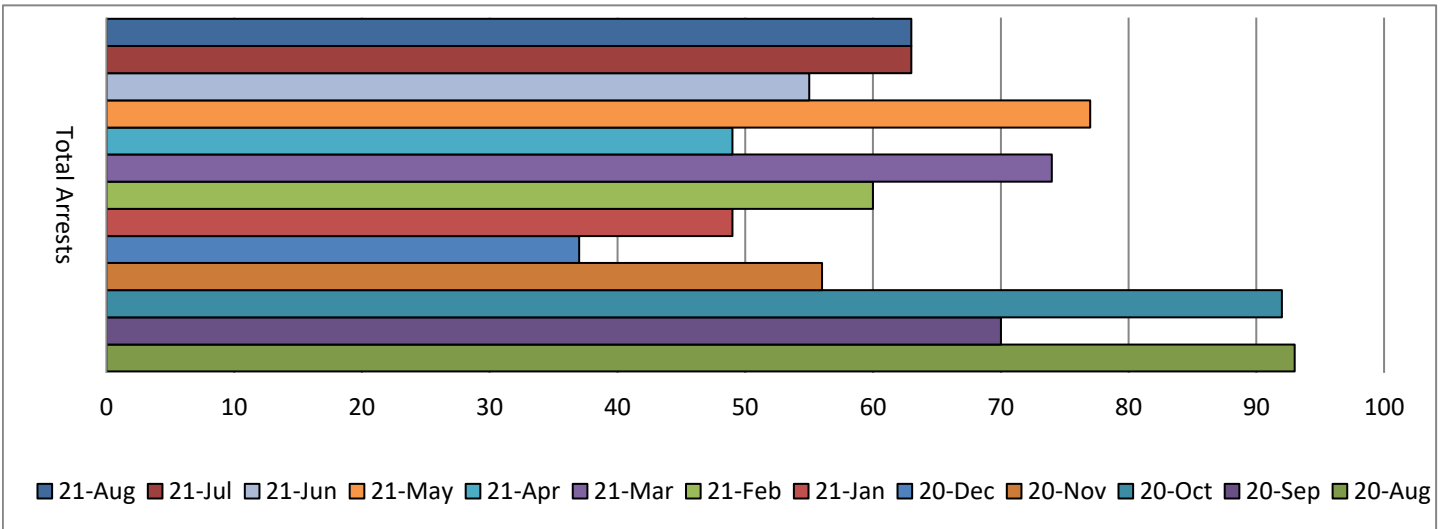
OFFENSE	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug
Arson	1	0	0	0	0	0	0	0	0	0	0	1	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	1	1	1	0	0	2	1	2
Robbery	0	0	1	1	0	1	0	1	0	1	1	0	2
Battery - Aggravated	4	3	1	1	0	0	2	0	1	4	4	1	1
Battery - Simple	20	15	21	13	21	17	12	17	19	22	24	19	22
Burglary	4	1	1	0	0	3	0	1	5	4	2	2	4
Theft	38	22	21	36	22	24	17	21	20	27	15	19	26
Motor Vehicle Theft	1	2	0	3	0	0	3	1	2	0	0	1	2
TOTAL	69	43	45	54	43	46	35	42	47	58	48	44	59



Westfield Police Department

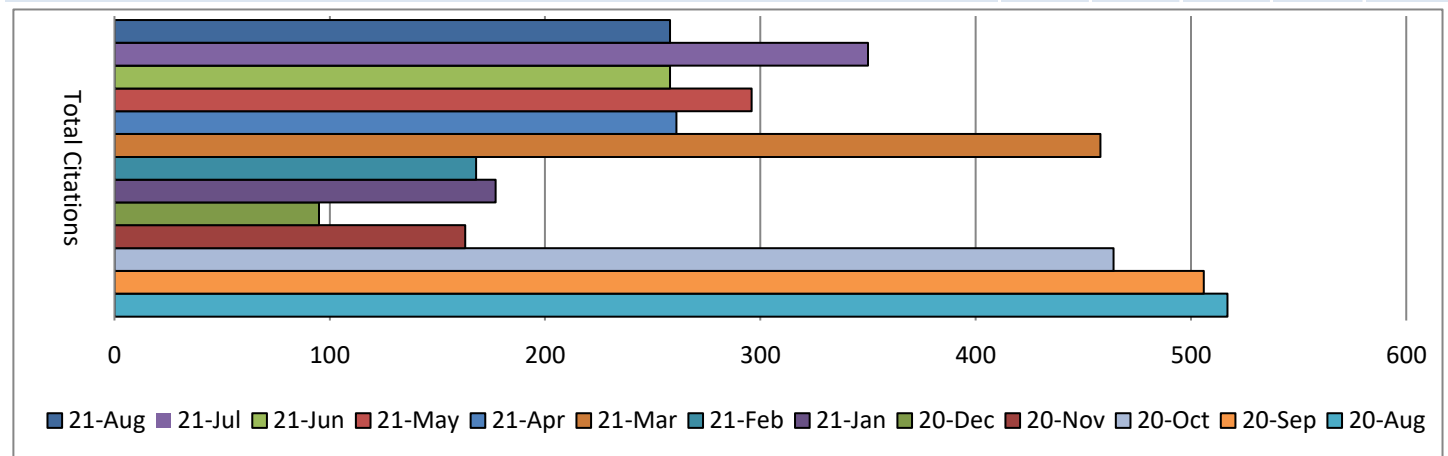
August 2021

Arrest Reports Taken	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug
Alcohol/ Drug Related	25	17	34	18	18	26	26	34	13	31	19	21	33
Felony Charges	34	41	36	22	19	29	44	35	63	35	20	34	40
Misdemeanor Charges	99	67	104	48	41	71	75	124	85	88	59	78	80
Total Arrests	93	70	92	56	37	49	60	74	49	77	55	63	63



Traffic	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug
Total Citations	517	506	464	163	95	177	168	458	261	296	258	350	258
Total Written Warning	961	1224	1092	426	193	558	604	1184	1118	1048	1027	1553	1158
Total Traffic Accidents	48	49	58	48	65	45	53	49	52	66	98	54	71
Property Damage	40	44	47	43	56	40	49	45	47	56	82	48	60
Personal Injury	8	5	11	5	9	5	4	4	5	10	16	6	11
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	8	4	3	8	7	5	4	10	6	9	10	4	11

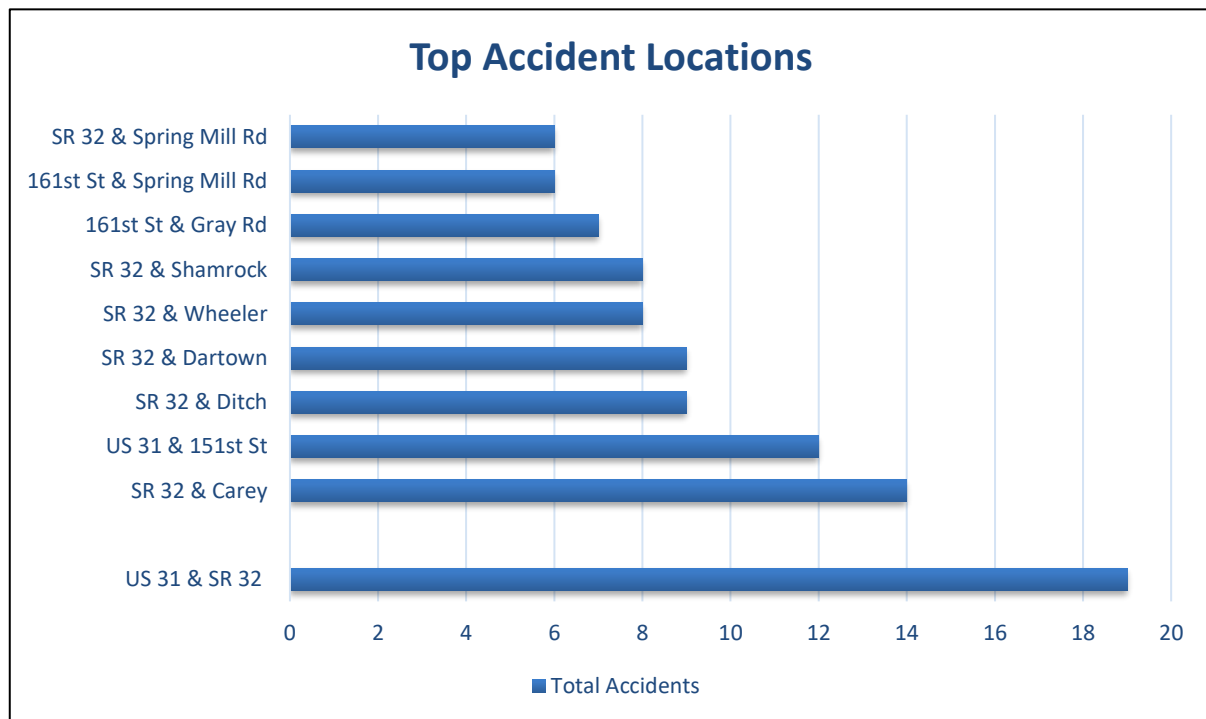
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
August 2021

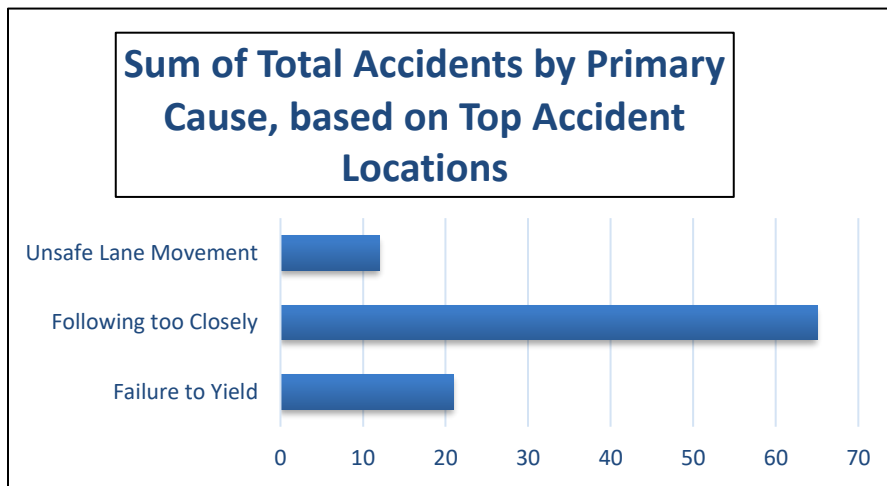
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	19	Following too Closely
SR 32 & Carey	14	Following too Closely
US 31 & 151st St	12	Unsafe Lane Movement
SR 32 & Ditch	9	Following too Closely
SR 32 & Dartown	9	Following too Closely
SR 32 & Wheeler	8	Following too Closely
SR 32 & Shamrock	8	Failure to Yield
161st St & Gray Rd	7	Failure to Yield
161st St & Spring Mill Rd	6	Failure to Yield
SR 32 & Spring Mill Rd	6	Following too Closely



Westfield Police Department
August 2021

Primary Cause	Sum of Total Accidents
Failure to Yield	21
Following too Closely	65
Unsafe Lane Movement	12



Westfield Police Department
July 2021

Community Events

8/3/21	Jake Laid Community Day / National Night Out
8/3/21	Selfies for Change
8/11/21	Welcome Kids Back to School

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 25, 2021

The Westfield Board of Public Works and Safety met on August 25, 2021 at City Hall Assembly Rm. & via conference call. Present were, Jim Ake, Jack Russell, Mayor Cook (via phone), Kim Strang, Deputy Clerk and Chou-il Lee, representing legal counsel.

Jim Ake called the meeting to order at 1:00 PM

Jim Ake announced a change to the agenda/adding Action Item #7 (Title Sheet-151st Street Reconstruction Project).

Jack Russell made the motion to add agenda item #7. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

AGENDA ITEMS:

Action Item #1: Approval of Meeting Minutes for June 23, 2021

Mayor Cook made the motion to approve the minutes for June 23, 2021. Jim Ake seconded.
Vote: Yes-2; No-0. 1 abstain (J. Russell) Motion carries.

Action Item #2: Approval of Meeting Minutes for July 28, 2021

Jack Russell made the motion to approve the minutes for July 28, 2021. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #3: City of Westfield & West Fork Whiskey-Development Agreement

Johnathon Nail presented stating that West Fork Whiskey is building their second headquarters on the NE corner of 191st & Horton Rd. and needs to improve the offsite storm sewer system to allow proper drainage of their site. In order for the improvements to be made, they would have to go into the city's ROA area. In return for allowing this, West Fork has agreed to dedicate 1.44 acres to the city that the city desires for a future roundabout. Additional terms of the agreement were discussed.

There were questions from the board.

Mayor Cook made the motion to approve the agreement as written. Jack Russell seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #4: City of Westfield & Midwest Paving-2021 Resurfacing Contract for Public Works Parking Lot-Goods & Services Contract

Johnathon Nail presented stating the signing authority was approved at the last meeting but wanted to make the board aware of the final cost. Midwest Paving was the lowest bidder with a cost of \$63,049.19 to resurface the southwest side of the City Service Building.

Jack Russell made the motion to approve the contract as written. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #5: City of Westfield & Chick-fil-A, Inc. Road Impact Fee Agreement

Johnathon Nail presented stating per state statute we are required to allow to RIF installments over a 5- year period. Chick-fil-A will pay \$5,000 upfront to get their building permit with payments of \$99,411.00 being made over the 5-year period. The city assessed a RIF of \$479,235 but is allowed to charge 3% interest on the fees outstanding. The total received will be \$521,016.75.

Jim Ake made the motion to the agreement as written. Jack Russell seconded.

Vote: Yes 3; No-0. Motion carries.

Action Item #6: City of Westfield & Grand Communities-Derby Ridge ROW Dedication

Johnathon Nail stated that per construction standards, the developer is required to construct a passing blister on the opposite side of the road. The developer has acquired the land on the west side of Ditch Rd to accommodate this and wishes to dedicate the right of way to the city.

Jack Russell made the motion to approve the ROW dedication. Mayor Cook seconded.

Vote: Yes-3; No-0. Motion carries.

Action Item #7: Title Sheet-151st Street Reconstruction Project

Johnathon Nail presented stating the BPW has signed title sheets on construction and capital improvement projects. HWC was the consultant on the design process of the 151st St reconstruction Phase A. (Towne Rd-Northside of 151st). This is asking for the signing authority of the title sheet to allow for the bidding process to start on the project.

Jack Russell made the motion to approve the title sheet. Jim Ake seconded.

Vote: Yes-3; No-0. Motion carries.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

NONE

CONSENT AGENDA:

August Bond Information

Jack Russell made the motion to approve the consent agenda. Jim Ake seconded.

Vote: Yes-2; No-0. (Mayor lost audio) Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Shoaf

Police- No report

Public Works- Johnathon Nail

With no further business Jack Russell made the motion to adjourn. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries. The meeting was adjourned at 1:27 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



Public Works

Jeremy Lollar, Director
John Nail, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: September 22, 2021

Re: Action Item – Approval of Land Sale for 145 S. Union Street

The City of Westfield Board of Public Works approves of the sale of certain parcels to Old Town Companies LLC (“Developer”) related to the Union Square development in Westfield, Indiana. This sale is in accordance with the terms of the RFP Response dated January 3, 2020 and attached herein.

Jim Ake

Richard Russell

Andy Cook

Public Works Department

(317) 804-3100 office
(317) 804-3181 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

CITY OF WESTFIELD
REQUEST FOR BIDS ON PROPERTY LOCATED AT;

130 Mill Street Westfield, Indiana 46074

119, 141 and 145 South Union Street Westfield, Indiana 46074, all identified on Exhibit "A" attached hereto and incorporated by reference herein, in Westfield, Indiana (the "Properties") that can be best utilized for economic development;

(Notice to be given by publication in accordance with I.C. §5-3-1- 2. Published two times at least one week apart with the second publication made at least seven (7) days before the date bids will be received. 1st publication on 12/20/19, 2nd publication on 12/27/19)

The City of Westfield in accordance with and pursuant to I.C. §36-1-11-42 takes the following action to solicit offers for the purchase of the Properties.

1. The City has determined that the Properties are of no benefit to the City and will best serve its interest in being sold for economic development.
2. City wishes to dispose of the property in accordance with the procedure provided for under I.C. §36-1-11-4.
3. City is requesting bids for the property as follows:
 - (a) For the entire 4 parcels;
 - (b) Time of closing and possession will be negotiable.
 - (c) Bid will be awarded at a public meeting held on January 3, 2020 at 9:30 a.m. at Westfield City Services located at 2728 East 171st Street Westfield, Indiana 46704; and

All proposals must be for the purchase for all of the above property.

4. The following criteria will be used in evaluating the proposals:
 - (a) the Properties will not be sold to a person who is ineligible under I.C. §36-1-11-16;
 - (b) a proposal submitted by a trust (as defined in I.C. §30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust;
 - (c) Bidders may determine certain conditions of the sale (such as required zoning, soil or drainage conditions) as a prerequisite to purchasing the property;
 - (d) Minimum bid based upon appraisals is set at \$550,000.00.
 - (e) Plans and time of development will be a prime consideration for the sale as well as compliance with the Comprehensive Plan.

5. The qualifications and experience of the person or entity submitting the proposal will be most important in evaluating a proposal followed by the financial components such as the amount of the proposed offer and financial responsibility.
6. Each proposal must be submitted with a statement of financial responsibility showing the assets and liabilities of the proposed buyer as certified by the disposing agent of the City or an independent certified public accountant or accounting firm.
7. Persons or entities submitting proposals may discuss this request with the following individual for clarification to assure full understanding of, and responsiveness to the requirements of this solicitation for bids.

Mr. John Rogers
Purchasing and Disposal Agent for the City of Westfield
317-804-3000

8. Bid will be awarded to the highest and most responsive bid. City reserves the right to reject all bids.

ALL PROPOSALS MUST BE SUBMITTED TO THE CITY NO LATER THAN
3:00 P.M. ON: January 3, 2020

City of Westfield, Indiana
2728 E. 171st Street
Westfield, Indiana 46074
Attention: John Rogers

CITY OF WESTFIELD, INDIANA

By: /s/ Brian J. Zaiger, Esq. City Attorney



January 3, 2020

City of Westfield, Indiana
Attn: John Rogers
2728 E. 171st Street
Westfield, Indiana 46074

RE: Bid Regarding Property Located at 130 Mill Street; 119, 141, and 145 South Union Street, all located in the City of Westfield, Indiana

Mr. Rogers:

Please allow this letter to serve as a bid from Old Town Companies L.L.C. (“Developer”) for the purchase of the properties (collectively, the “Property”) identified in that certain Request for Bids first published by the City of Westfield (“City”) on December 20, 2019; provided, however, that Developer believes the Request for Bids should have included (and Developer proposes to purchase) five (5) parcels owned by City, including Parcel Identification Numbers (i) 09-09-01-02-04-014.000; (ii) 09-09-01-02-04-008.000; (iii) 09-09-01-02-04-009.000; (iv) 09-09-01-02-04-010.000; and (v) 09-09-01-02-04-011.000.

Developer’s Qualifications and Experience. Developer is a full-service real estate development company based in Carmel, Indiana. Founded by Justin Moffett and Jeff Langston, the company traces its beginnings primarily to the construction of single-family homes, eventually branching out into the development of large, high quality subdivisions in and around central Indiana, and ultimately into the development of large commercial projects, including multi-family housing, class A office, and other mixed-use commercial and residential projects. Developer prides itself on collaboration and has a well-established reputation for listening to project stakeholders, including cities, neighbors, and others, and working with them to deliver transformational projects with significant community impact. Some recent projects completed by Developer and its development partners include the Allied Solutions and MJ Insurance office headquarter buildings, Midtown Flats luxury apartments, and the Sun King Spirits facility, all of which are located in Midtown Carmel and the redevelopment of Carmel’s Sunrise Golf Course into the Sunrise on the Monon luxury apartments.

Offer to Purchase; Conditions of Sale. Developer, via a single-purpose entity designee, proposes to purchase the Property for Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00), which, following further negotiations with the City, may be paid in cash at a closing, the timing of which shall be agreed upon by Developer and City. Alternatively, Developer and City may elect to pursue an exchange of real property whereby City would convey the Property to Developer in exchange for Developer’s conveyance to City certain real property owned by Developer or affiliates thereof that may be required in connection with City projects, including, without limitation, the widening and reconstruction of State Road 32, Mill Street, S. Union Street, or Jersey Street. In addition, Developer, having initiated the negotiation of an economic development agreement with City administration regarding the Project (as defined below)



(the “EDA”), reserves the right to make the purchase of the Property subject to any and all conditions agreed to and deemed satisfactory to City pursuant to the EDA.

Development Plans; Developer’s Efforts to Date. Developer, in conjunction with City administration, recently (i) completed the rezoning of the Property and several adjacent parcels (the “Project Site”) for the purpose of constructing a mixed-use residential and commercial development consisting of approximately 180 apartment units and up to 30,000 square feet of commercial space across multiple buildings on real property bounded by Jersey Street, Mill Street, E. Main Street (State Road 32), and Union Street within the City (collectively, the “Project”), and (ii) received unanimous approval from the Westfield City Council for the City to issue its Economic Development Revenue Bonds, Series 2019 (Union Square Project), in one or more series (with such further or different series designation as may be necessary or appropriate, including such series designation to indicate the year in which the bonds are issued), any one of which may be taxable or tax-exempt, in an amount not to exceed Six Million Dollars (\$6,000,000) for the purpose of financing all or a portion of the costs of the construction of the Project (the “Bonds”). Developer’s intentions for the development of the Project were affirmed by the Westfield City Council both via the adoption of the planned unit development by Ordinance Number 19-38 of the Westfield City Council dated October 14, 2019, approved by the mayor on October 16, 2019, and recorded on October 18, 2019 in the Office of the Hamilton County Recorder as instrument number 2019051859, and by the adoption of the authorizing resolution for the Bonds on December 19, 2019. Developer’s plans for the Property and timeline for commencement of construction and development thereon will comply with the requirements set forth in the above ordinances and the final EDA.

Statement of Financial Responsibility. Because Developer’s proposed purchasing entity for the Property would be a single purpose entity that is yet to be established, we have not provided a statement of financial responsibility showing the assets and liabilities of the proposed buyer. Financial responsibility for the purchase of the Property will be that of the principals of Developer and other investors. The statements of financial responsibility showing the assets and liabilities of the principals of Developer are confidential but will be made available to City upon request.

Based on the formal approvals for both the rezoning and the authorization for the issuance of the Bonds, both of which relate specifically to the Project proposed by Developer, we appreciate your sincere consideration of this bid. If you have any questions please contact Grant Chapman, Vice President of Investments and General Counsel of Old Town Companies at (812) 483-7179 or grant@oldtowncompanies.com. Thank you.

Sincerely,

OLD TOWN COMPANIES L.L.C.

By: 

Grant E. Chapman, Vice President of
Investments and General Counsel

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Infrastructure Plan Review Assistance

This Agreement is by and between

City of Westfield ("Client")

2728 East 171st Street
Westfield, IN 46074

and

Clark Dietz, Inc. ("Clark Dietz")

8900 Keystone Crossing, Suite 475
Indianapolis, IN 46240

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: _____

Title: _____

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The City of Westfield requires periodic assistance with new development infrastructure plan review services. This project provides Clark Dietz staff to perform engineering support to the City in completing reviews on an as needed/as requested basis, utilizing the City's plan review checklist. Reviews will be completed electronically utilizing PDF markup tools and a document portal (provided by City) for transferring files.

B. Scope

The scope of services for this project will generally include the following work tasks:

- Attend project meetings with the City's Infrastructure Plan Reviewer as requested (virtual or in-person) to discuss specific issues/concerns related to development plans.
- Coordinate with the City's Infrastructure Plan Reviewer to obtain input or clarifications on the City's infrastructure policies and standards.
- Perform engineering reviews utilizing the City's plan review checklist.
- Provide comments on plans for each development review assignment using Bluebeam or other PDF compatible software showing deficiencies/deviations from the City's design standards.
- Complete the City's review checklist forms for each assigned development review.
- Set up and track time spent on each assigned development and include as a separate line item on project invoicing.
- Perform project administration activities including project financial tracking, invoicing, scheduling, and quality assurance.

C. Schedule

The term of this Agreement shall expire December 31, 2022, unless extended by Amendment.

Individual development reviews are expected to be completed within two weeks of receipt of a complete set of review documents.

D. Assumptions/Conditions (if applicable)

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Detailed review of engineering calculations provided by the development applicant's engineer is not included in the Scope of Services, as these documents have been prepared and sealed by the developer's engineer and presumed to meet the professional engineering standard of care.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Johnathon Nail, City Engineer.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$40,000 without prior written authorization. Payment for expenses incurred directly on behalf of the Project shall be at actual cost to Clark Dietz.

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
 - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, 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 date of the invoice.
 - c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz 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 Clark Dietz to resume performance.
2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

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

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 Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or

nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$250,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants 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 and 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 Clark Dietz 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.

17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

22. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.
23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2021

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$240.00
Engineer 8	225.00
Engineer 7	215.00
Engineer 6	195.00
Engineer 5	175.00
Engineer 4	155.00
Engineer 3	140.00
Engineer 2	125.00
Engineer 1	115.00
Technician 5	150.00
Technician 4	140.00
Technician 3	120.00
Technician 2	100.00
Technician 1	90.00
Clerical	90.00

Notes:

The rates in this schedule are valid through December 31, 2022 (the term of this Agreement). Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at actual cost.

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- **CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

**Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

Date Approved



Public Works

Jeremy Lollar, Director
John Nail, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3100 office
(317) 804-3181 fax
2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

To: Westfield Board of Public Works & Safety

Date: September 22, 2021

Re: Action Item - Signing Authority

Citizens Reimbursement Agreement for West Fork Whiskey

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Johnathon Nail, City Engineer, signing authority on a reimbursement agreement with Citizens Energy Group (CEG) related to the West Fork Whiskey development project. The reimbursement agreement allows West Fork Whiskey to construct a needed sanitary sewer within City of Westfield Right-of-Way in exchange for agreeing to compensate CEG for future relocation of the sanitary sewer if it conflicts with a future roundabout project at 191st Street, Spring Mill Road, Horton Road, and 193rd Street. Westfield Engineering Department has reviewed the proposed sanitary sewer and does not anticipate any future conflicts, hence, no relocation will be required for the future roundabout project.

Jim Ake

Richard Russell

Andy Cook



September 22, 2021

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- The Sullivan Corporation, Sherwin Williams, Bond #172961X, \$145,172.50, Storm, Erosion, & ROW Improvements
- Westfield Commercial Ventures, Legends Crossing, Phase 1, Bond & Rider #CBE1004562, \$26,573.00, Sidewalks
- Westfield Commercial Ventures, Legends Crossing, Phase 1, Bond & Rider #CBE1004563, \$136,275.00, Storm Sewer
- Westfield Commercial Ventures, Legends Crossing, Phase 1, Bond & Rider #CBE1004558, \$226,557.00, Streets/Curbs
- Westfield Commercial Ventures, Legends Crossing, Phase 1, Bond & Rider #CBE1004561, \$76,233.00, Soil & Erosion Control
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 4, Bond #0241080, \$298,113.61, Asphalt Paving – Local Street Improvements
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 4, Bond #0240654, \$28,676.45, Concrete Curb
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 4, Bond #0240653, \$181,634.20, Storm Sewer
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 4, Bond #0240651, \$12,003.75, Common Area Sidewalks
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 4, Bond #0240652, \$25,938.00, Asphalt Path
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 2, Bond #0240650, \$341,621.54, Asphalt Paving – Local Street Improvements
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 2, Bond #0240648, \$278,370.95, Storm Sewer
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 2, Bond #0240647, \$33,196.35, Common Area Sidewalks
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 2, Bond #0240649, \$32,397.75, Concrete Curb
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #70NGP185109, \$299,735.70, ROW & Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner, Section 2, Bond #70NGP185108, \$324,600.76, ROW & Erosion Control
- Design & Build Corporation, Sogility, Bond #B0371044, \$17,073.10, Erosion Control
- Lennar Homes of Indiana, Westgate, Section 2, Bond #024255739, \$561,327.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Westgate, Section 2, Bond #024255733, \$8,185.00, Common Area Walks
- Lennar Homes of Indiana, Westgate, Section 2, Bond #024255736, \$289,281.00, Asphalt Street
- Lennar Homes of Indiana, Westgate, Section 2, Bond #024255737, \$50,019.00, Concrete Curb

- Pulte Homes of Indiana, Kimblewick by Del Webb Amenity Area, Bond #0809463, \$21,226.70, Erosion Control
- Pulte Homes of Indiana, Kimblewick by Del Webb Amenity Area, Bond #0809462, \$80,212.00, Storm Sewer
- Pulte Homes of Indiana, Kimblewick by Del Webb Amenity Area, Bond #0809464, \$6,922.91, Concrete Curb, Paving & Sidewalk
- Pulte Homes of Indiana, Kimblewick by Del Webb Amenity Area, Bond #0809465, \$4,312.00, Paths – Common Area

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Shelby Gravel d/b/a Shelby Materials, Expansion Project, Bond #32S615252, \$12,146.20, Erosion Control
- Platinum Properties Management Company, LLC, Bordeaux Walk, Section 1, Bond #3152022, \$23,469.00, Common Area Sidewalks
- Chatham Hills, LLP, Chatham Commons West Infrastructure, Bond #3018594, \$208,509.40, Streets/Curbs
- Chatham Hills, LLP, Chatham Commons West Infrastructure, Bond #3018595, \$66,000.00, Storm Sewer
- Beazer Homes Indiana, LLP, West Rail, Phase 3, Bond #SU1167184, \$44,872.08, SSD Under Curbs
- Beazer Homes Indiana, LLP, West Rail, Phase 3, Bond #SU1167183, \$22,050.23, Common Area Sidewalks
- Beazer Homes Indiana, LLP, West Rail, Phase 3, Bond #SU1167182, \$42,361.11, Roll Curb
- Beazer Homes Indiana, LLP, West Rail, Phase 3, Bond #SU1167181, \$253,301.79, Streets – Stone, Asphalt Base, Binder, Surface & Raised Pavement Markers
- Beazer Homes Indiana, LLP, West Rail, Phase 3, Bond #SU1167180, \$301,443.54, 156th Street Improvements
- Family Express Corporation, Bond #K40209232, \$18,814.00, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060696, \$51,222.60, ROW Path
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060719, \$59,862.00, Asphalt Path
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060698, \$59,731.67, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060720, \$287,229.00, Streets
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060722, \$38,966.00, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060718, \$280,723.00, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060721, \$2,301.00, Common Area Sidewalks
- Chatham Hills, LLP, Chatham Hills, Section 5, Bond #2607991, \$882,417.80, Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control & ROW Improvements
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3152044, \$96,196.21, Street/Curbs
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3152046, \$154,000.00, Storm Sewer
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3152045, \$13,018.50, Common Area Sidewalks
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3085849, \$57,750.00, Trails
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3085850, \$88,800.00, Erosion Control
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3085851, \$76,916.40, ROW Improvements
- Gradex, Inc., Chatham Commons, Bond #9243254, \$335,500.00, Street/Curbs
- Gradex, Inc., Chatham Commons, Bond #9243255, \$669,900.00, Storm Sewer
- Gradex, Inc., Chatham Commons, Bond #9243256, \$8,690.00, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0035942, \$91,595.00, Asphalt Surface
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0035941, \$844,866.00, Storm Sewers & Subsurface Drains
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0035944, \$53,812.00, Common Area Sidewalks & Common Area ADA Ramps
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0035943, \$47,710.00, Common Area Path
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0035926, \$175,841.00, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0048079, \$12,104.00, Common Area Sidewalks

- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0048078, \$241,580.00, Storm Sewer & Subsurface Drains
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0048065, \$58,831.00, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0048066, \$19,883.00, Asphalt Path w/in ROW

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Delello & Sons Asphalt Paving, Inc., Chatham Commons Blvd. Road Extension, Bond & Rider #7664065, \$11,795.57, Streets Stone, Asphalt Paving, & Thermoplastic ROW Markings
- Gradex, Inc., Chatham Hills, Section 5, Bond #30138359, \$88,241.78, Streets, Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control & ROW Improvements
- Gradex, Inc., Chatham Hills, Section 6, Bond #30142091, \$15,400.00, Storm Sewer
- Gradex, Inc., Chatham Hills, Section 6, Bond #30142092, \$1,301.85, Common Area Sidewalks
- Gradex, Inc., Chatham Hills, Section 6, Bond #30142093, \$5,775.00, Trails
- Gradex, Inc., Chatham Hills, Section 6, Bond #30142094, \$8,800.00, Erosion Control
- Gradex, Inc., Chatham Hills, Section 6, Bond #30142090, \$9,619.62, Street & Curbs
- Gradex, Inc., Chatham Hills, Section 6, Bond #30142106, \$7,691.64, Trails – ROW Improvements
- Gradex, Inc. Chatham Commons, Bond #30138338, \$33,550.00, Street/Curbs
- Gradex, Inc. Chatham Commons, Bond #30138340, \$869.00, Erosion Control
- Gradex, Inc. Chatham Commons, Bond #30138339, \$66,990.00, Storm Sewer
- Beazer Homes of Indiana, West Rail, Section 3, Bond #SU1177121, \$3,851.01, Roll Curb
- Beazer Homes of Indiana, West Rail, Section 3, Bond #SU1177123, \$2,004.57, Common Area Sidewalks
- Beazer Homes of Indiana, West Rail, Section 3, Bond #SU1177125, \$4,079.28, SSD Under Curb
- Beazer Homes of Indiana, West Rail, Section 3, Bond #SU1177124, \$23,027.44, Streets – Stone, Asphalt Base, Binder, Surface & Raised Pavement Markers
- Beazer Homes of Indiana, West Rail, Section 3, Bond #SU1177122, \$27,403.96, 156th Street Improvements
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0060764, \$76,806.00, Storm Sewer & Subsurface Drains
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0060766, \$15,989.55, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0060762, \$4,337.27, Common Area Path
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0060763, \$4,892.00, Common Area Sidewalks & Ramps
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0060765, \$8,326.82, Surface
- M/I Homes of Indiana, Scofield Farms, Section 1, Bond #SUR0060767, \$9,764.10, Ace/Decel Lanes
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0060771, \$21,962.00, Storm Sewer & Subsurface Drains
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0060770, \$1,100.00, Common Area Sidewalks
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0060768, \$1,808.00, Asphalt Path
- M/I Homes of Indiana, Scofield Farms, Section 2, Bond #SUR0060769, \$5,349.00, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060775, \$6,984.90, ROW Path
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060773, \$5,442.00, Asphalt Path
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060777, \$5,430.15, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060772, \$26,112.00, Streets
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060776, \$3,542.00, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060778, \$25,520.00, Storm Sewer

- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060774, \$209.00, Common Area Sidewalks

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

Letter of Credit Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Letter of Credit for the requested developments:

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letters of Credit for the requested developments:

Cash In Lieu/Development Agreement

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Development Agreement (Cash in Lieu) for the requested developments:

- Drive-In of Evansville, Sonic Drive-In Restaurant, \$4,941.40, Cash in Lieu & Development Agreement

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT
) SS:
COUNTY OF HAMILTON) CAUSE NO. 29D04-2005-PL-003180

CITY OF WESTFIELD, INDIANA,)
)
 Plaintiff,)
 v.)
)
JOSEPH P. FERRARO, JR. &,)
GEORGIA A. FERRARO)
)
 Defendants.)

AGREED FINDINGS AND JUDGMENT

The City of Westfield, Indiana (“City”) and Joseph P. Ferraro, Jr. and Georgia A. Ferraro (“Ferraros”) jointly submit their Agreed Findings and Judgment in this case.

The Court having examined the record and being duly advised, now FINDS:

1. The City filed its Complaint in Condemnation on May 1, 2020 seeking to acquire a 0.207 acre fee simple interest in property owned by the Ferraros and located in Hamilton County, Indiana.
2. The Ferraros were properly served with summons, complaint, and notice as required by statute.
3. The City’s Complaint complies with Indiana eminent domain law, and the Court has jurisdiction over the subject matter of this case and the parties herein.

4. On July 28, 2020, the Court-Appointed Appraisers filed their Report of Appraisers, in which they determined the total just compensation to the Ferraros to be \$38,100.

5. On July 31, 2020, the Ferraros filed their Objection to Report of Appraisers, claiming the appraiser's award was too low.

6. The City deposited funds in the amount of \$38,100 with the Clerk of the Court on or about August 7, 2020.

7. On February 18, 2021, the Court entered an Order of Appropriation entitling the City to take possession of and hold interest in the property described in the Complaint.

8. The City and the Ferraros agree to the City's appropriation of the real estate interests described in Exhibits "A" and "B" to this Agreed Findings and Judgment, which are attached hereto and incorporated by reference herein, and further agree that the Ferraros shall recover, for the real estate interests appropriated by the City and any and all damages resulting from that acquisition, the total just compensation of \$75,000.

9. This Agreed Findings and Judgment, along with the Order of Appropriation, are sufficient to convey the property interests acquired by the City.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that there is no just reason for the delay in entry of judgment upon the terms contained

herein, and the Order of Appropriation issued on February 18, 2021 is hereby confirmed.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the fee simple interest has been appropriated, and the City holds and has held, in fee simple, the real estate described in Exhibits "A" and "B."

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Ferraros shall have and recover as total just compensation for the City's appropriation, the sum of \$75,000, in full satisfaction of this judgment and any and all claims resulting from the City's acquisition.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the City previously deposited with the Clerk of the Court the sum of \$38,100 in full satisfaction of the amount of just compensation awarded by the Court-Appointed Appraisers.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the City shall deposit the additional sum due to the Ferraros, being \$36,900, with the Clerk of the Court for the benefit of the Ferraros, which amount, together with the City's previous deposit of \$38,100, equals the total amount of just compensation, being \$75,000, in full satisfaction of this judgment and any and all of the Ferraros' claims in this case. Upon receipt of said amount from the City, the Clerk of the Court shall issue

payment in the sum of \$75,000 payable to Joseph P. Ferraro, Jr. and Georgia A. Ferraro and mailing such check to Joseph P. Ferraro, Jr. and Georgia A. Ferraro c/o Jack G. Hittle, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, IN 46060.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Ferraros will execute all documents necessary to perfect the property conveyance and record this Agreed Findings and Judgment, including a real estate sales disclosure form, accounts payable voucher, and W-9.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the City shall have this Agreed Findings and Judgment recorded with the Office of the Recorder of Hamilton County, Indiana, and the City shall pay all recording fees.

IT IS SO ORDERED.

Dated: _____

Judge, Hamilton Superior Court

AGREED TO AND SUBMITTED BY:

THE CITY OF WESTFIELD, INDIANA

JOSEPH P. FERRARO JR.

By: _____

Its: _____

GEORGIA A. FERRARO

APPROVED AS TO FORM:

/s/ Chou-il Lee _____

Chou-il Lee

Taft Stettinius & Hollister LLP

One Indiana Square, Suite 3500

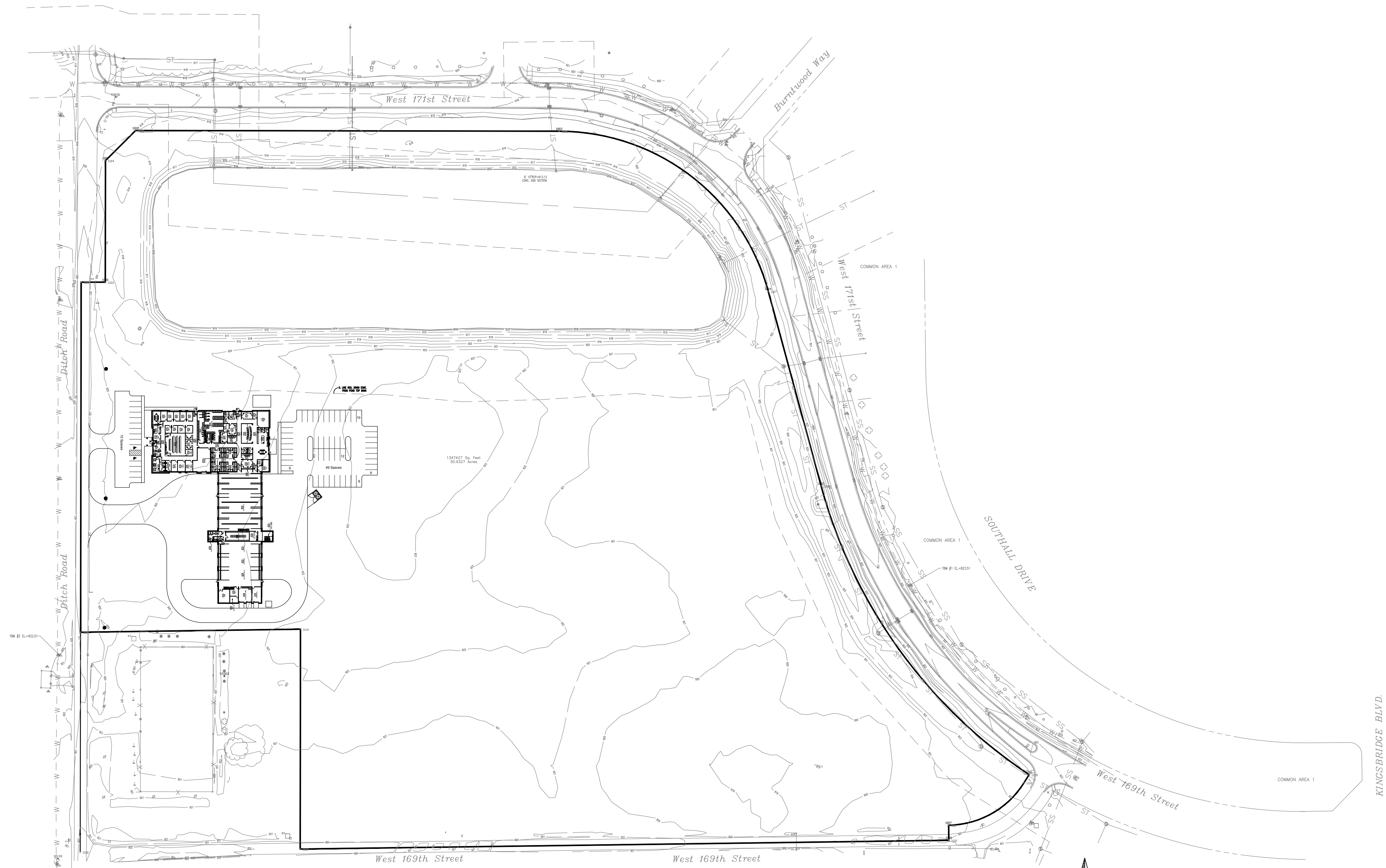
Indianapolis, IN 46204

Jack G. Hittle

Church Church Hittle + Antrim

Two North Ninth Street

Noblesville, IN 46060



**WESTFIELD FIRE STATION NO. 81
OVERALL SITE PLAN**



Westfield Fire Station #81

Phase 1 Report
September 2021



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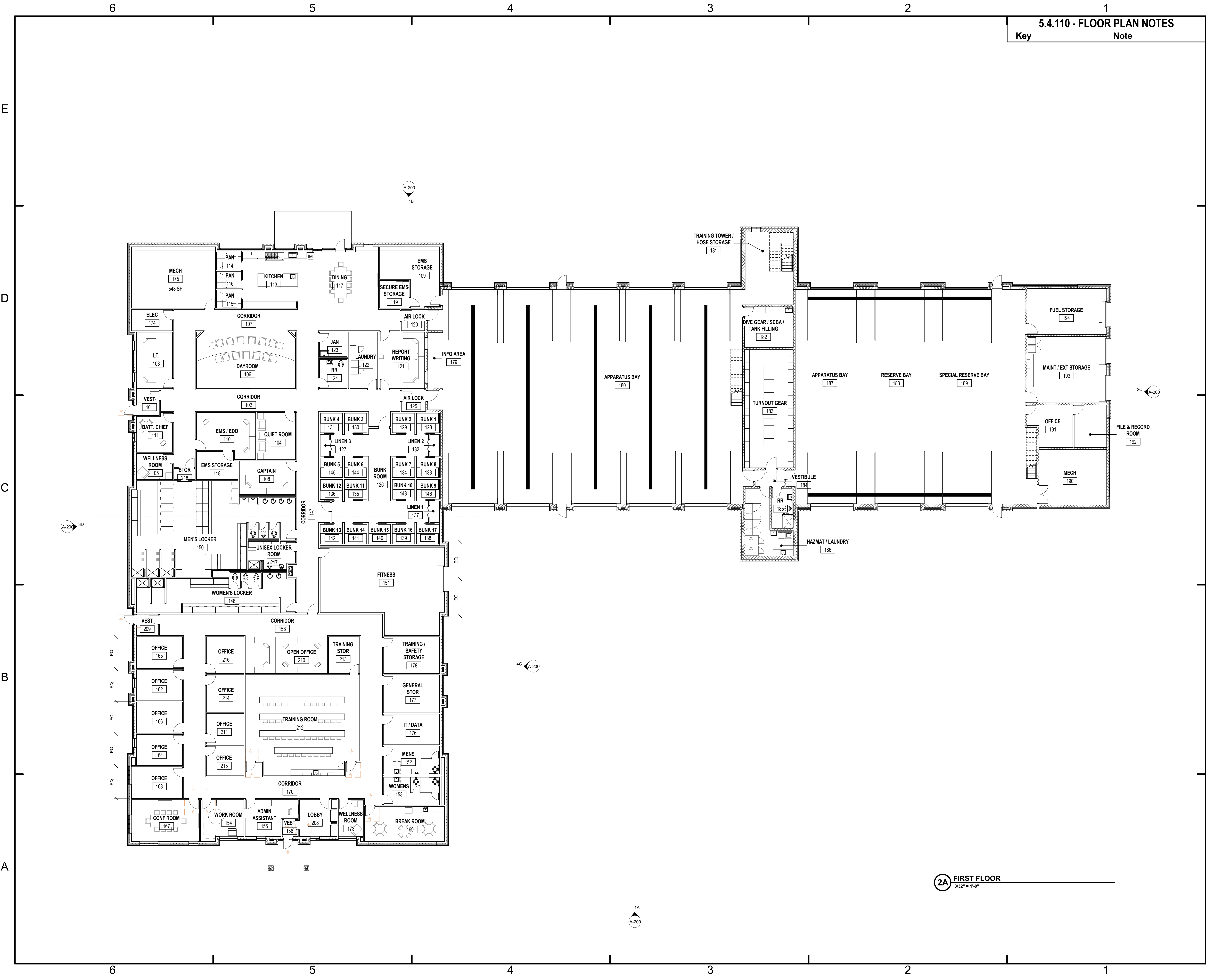
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Westfield Fire Department
Fire Station #81 Project
Phase 1 Report

TAB 1 – DRAWINGS



5.4.110 - FLOOR PLAN NOTES	
Key	Note



50% DD Set Not For Construction
City of Westfield
WESTFIELD FIRE STATION
Address

#	Revision	Date
---	----------	------

Project #: 21-700-271-1
Designed By: VAW
Drawn By: VAW
Checked By: EW
Date: 09/22/21

These Drawings and Specifications, and all copies thereof are and shall remain the property and copyright of the Architect. They shall be used only with respect to this Project and are not to be used on any other Project or Work without prior written permission from the Architect
NOT FOR CONSTRUCTION

FIRST FLOOR PLAN

AF101



1 WEST EXTERIOR ELEVATION CONCEPT
1" = 20'-0"

WESTFIELD FIRE STATION
WEST EXTERIOR ELEVATION
09/28/21

RQAW
ARCHITECTURE

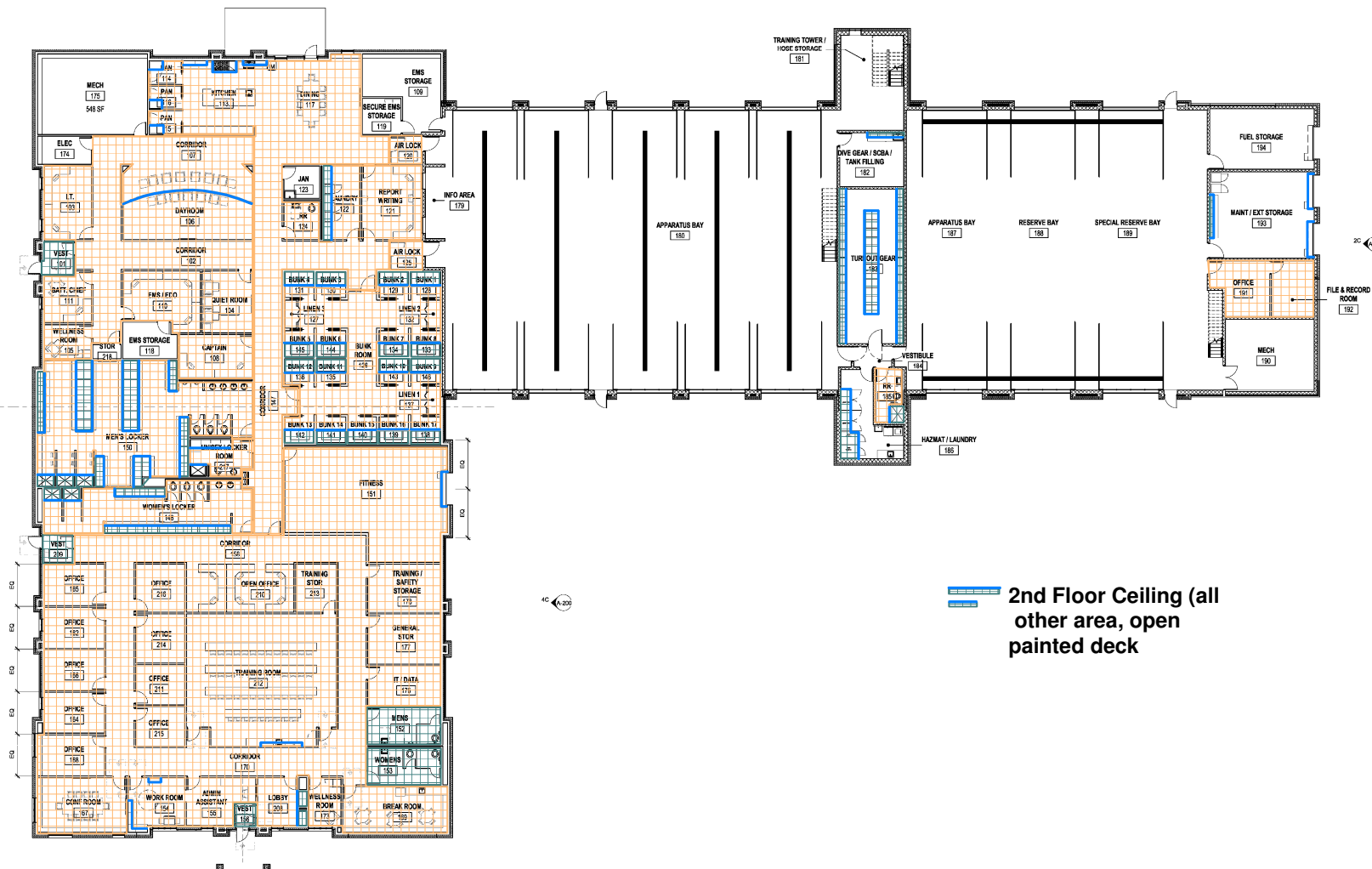
PHASE 1 - Ceiling Finishes

5.4.110 - FLOOR PLAN NOTES

Key Note

RQAW
ARCHITECTURE

- Acoustical ceilings
- Drywall ceilings
- Bulkheads
- Open ceiling (painted deck)



2nd Floor Ceiling (all other area, open painted deck)

2A FIRST FLOOR
3/32" = 1'-0"

50% DD Set Not For Construction

City of Westfield

WESTFIELD FIRE STATION

Address

#	Revision	Date

Project #: 21-700-271-1

Designed By: VAW

Drawn By: VAW

Checked By: EW

Date: 09/22/21

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NOT FOR CONSTRUCTION

FIRST FLOOR PLAN

AF101

PHASE 1 - Flooring Finishes

- Carpet tile
- LVT
- Walk-off mat tile
- Fitness flooring
- VCT-static resistant
- Sealed concrete

5.4.110 - FLOOR PLAN NOTES	
Key	Note

50% DD Set Not For Construction

City of Westfield

WESTFIELD FIRE STATION

Address

#	Revision	Date
---	----------	------

Project #: 21-700-271-1

Designed By: VAW

Drawn By: VAW

Checked By: EW

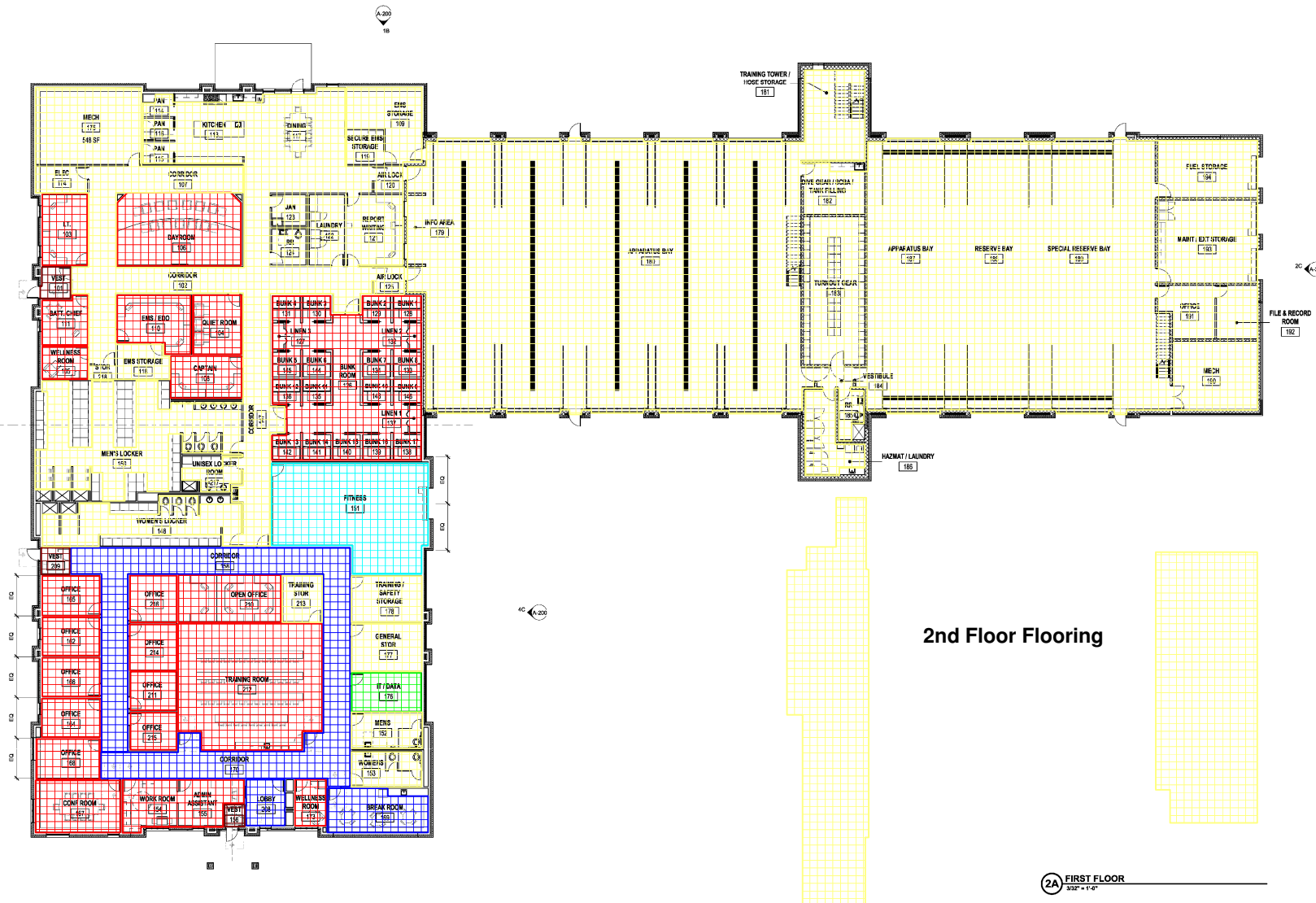
Date: 09/22/21

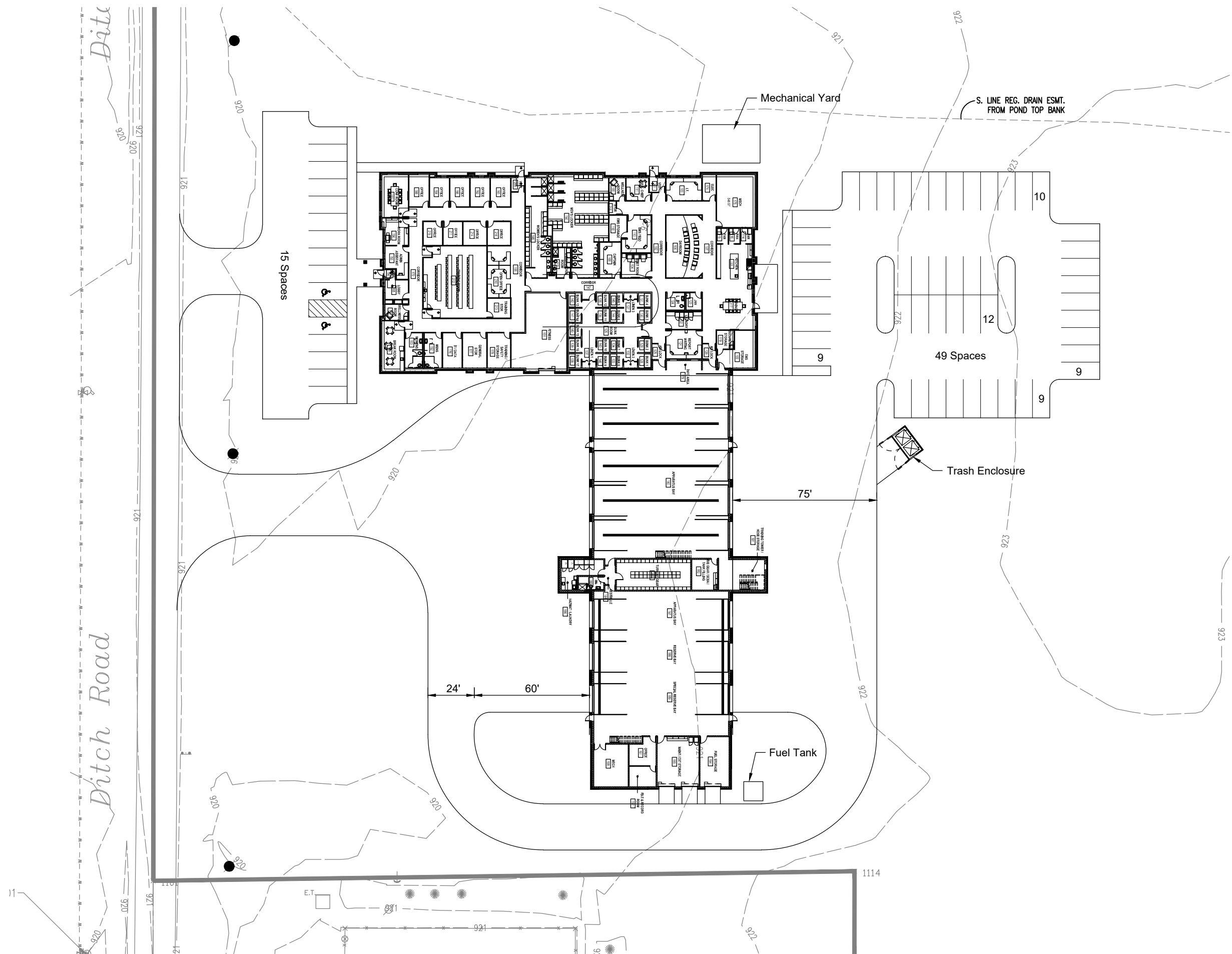
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NOT FOR CONSTRUCTION

FIRST FLOOR PLAN

AF101





Westfield Fire Department
Fire Station #81 Project
Phase 1 Report

TAB 2 – Scope Narrative

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

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Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

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Executive Summary

Due to the nature of the Design Build format and the specificity in the RFP, it shall be noted that the Hagerman/RQAW Design Build Team has prepared the Phase 1 Report to represent the latest and most recent collaborations between Design Builder and Owner. There are cases where the Phase 1 Report go above and beyond specifications and quantities noted within the RFP and likewise there are instances where quantities, square feet, specific requirements are less than those stated withing the RFP. In either case, the Phase 1 Report (the proposal) shall be deemed as controlling and supersede all other pre Phase 1 Report documents including, but not limited to the RFP.

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

01 00 00 General Conditions

1. Mobilize site
2. Full time on-site construction supervision
3. Project manager
4. Temporary signs
5. Temporary toilets
6. Temporary fencing
7. Dumpsters for removal of general construction debris
8. Site safety audits
9. Weekly clean-up of the building and site
10. Punch list
11. Final cleaning
12. Soil borings
13. Material testing
14. Temporary heat as required
15. General liability insurance
16. Design fees including civil, structural, architectural, mechanical, plumbing and electrical
17. Contractor Construction Contingency

03 30 00 Cast in place concrete

1. Column and wall footings
2. Foundation walls with brick ledge where required
3. 4" slab on grade with welded wire mesh for office area
4. 8" slab on grade with welded wire mesh for apparatus bay
5. 6 Mil under slab vapor barrier
6. 4" sidewalks with broom finish and sawn control joints
7. 6" curb face sidewalks adjacent to the asphalt parking lot with broom finish and sawn control joints. (only at employee/public parking)
8. 18" (6" exposed) straight curbs at all parking lot islands and ROW entrance drives
9. 8" concrete paving at entrance drives and apparatus parking and drive areas

04 20 00 Unit Masonry

1. 8" cmu split face at dumpster enclosure
2. 12" cmu block, reinforced and grouted per specifications, for the exterior apparatus bay walls
3. 8" cmu block for interior walls of the apparatus bay
4. Modular brick veneer on 30% of the building exterior

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

05 10 00 Structural Steel

1. Anchor bolts
2. Conventional steel columns, beams and bar joists
3. Metal Roof Decking
4. Painted Steel pipe railings at mezzanine
5. Metal Pan Stairs
6. Excludes Pan Stair for Training Tower

06 10 00 Rough Carpentry

1. Roof blocking at flat roof perimeter edges
2. Misc Wood Blocking in Walls
3. Fiber Cement Siding (35% of building) Pre-Finished.

06 41 00 Casework

1. Plastic Laminate Cabinets
2. Solid Surface Tops in locker rooms, restrooms & kitchen
3. Plastic Laminate countertop in office and admin areas
4. Wire Shelf Units in Linens Closets

07 21 00 Insulation

1. Wall insulation
2. Roof insulation
3. 2" rigid foundation insulation

07 27 36 Air Barrier

1. Spray applied air barrier behind exterior veneer.

07 41 13 Metal Soffits

1. Metal soffit
2. Metal fascia
3. Canopies

07 54 23 Membrane Roofing

1. 60 mil roofing membrane
2. 4" polyiso insulation
3. We will not have any interior storm drains. Roof will be sloped to gutters and downspouts.

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

07 92 00 Joint Sealants

1. Caulk hollow metal door frames.
2. Caulk all new plumbing fixtures.
3. Caulk sidewalk joints
4. Firestopping as required

08 10 00 Doors/Frames/Hardware

1. Welded hollow metal frames for all interior/exterior openings
2. 1 3/4" solid core oak veneer doors (prefinished)
3. Heavy duty commercial grade finish hardware

08 33 16 Overhead Coiling Doors

1. (3) steel insulated coiling door in fitness, maintenance and fuel storage
2. Manual chain hoist operation
3. (16) apparatus bay doors

08 43 00 Storefronts

1. Aluminum entry doors
2. Clear anodized aluminum finish
3. Medium style
4. Panic devices on exterior leafs with push/pull hardware on interior leafs at main entry
5. Aluminum windows
6. Aluminum storefront

09 21 16 Light Gauge Framing & Drywall

1. 3 5/8" 20 ga. steel studs with 5/8" type "x" gypsum wallboard finished and ready to receive paint
2. Exterior EIFS (35% of building)
3. Exterior 5/8" dense glass sheathing.
4. 4' vinyl corner guards in common spaces

09 51 13 Acoustical Panel Ceilings

1. 2x2 flat panel lay in acoustical ceilings per the attached exhibit.

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

09 68 00 Flooring

1. Sealed Concrete (Non-Polished)
2. LVT
3. Walk-Off Carpet Tiles
4. Carpet Tiles
5. Rubber Fitness Floor
6. Non-Static VCT
7. Refer to attached Exhibit for locations.

09 91 13 Painting

1. Prime and two finish coats of eggshell latex paint on all gyp walls
2. Paint hollow metal door frames
3. Paint hollow metal doors
4. Paint guard railings
5. Paint mezzanine access ladder
6. Paint Open Ceilings.

10 11 00 Display Boards

1. Pre-Fabricated Display cases at Lobby only.

10 14 00 Signage

1. Currently carrying an allowance in the budget.

10 28 13 Toilet Accessories

1. Paper towel dispenser
2. Toilet tissue dispenser
3. Grab bars
4. Framed mirrors
5. Phenolic Toilet Compartments & Urinal Screens
6. Shower Rods (Shower Curtain by Owner)

10 44 13 Fire Protection Specialties

1. Semi-recessed fire extinguisher cabinets
2. 5lb Class ABC fire extinguishers

10 75 00 Flagpole

1. (1) Illuminated Flagpole 30' (2 flags by owner)

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

21 10 00 Fire Protection

1. General Fire Protection: All work will comply with the 2014 Indiana Fire Code and all related NFPA standards. The building is to be fully sprinkled and protected by a wet/dry sprinkler system. The 4" fire protection service will enter the Water/Mech. Room of the building with an approved 4" backflow prevention device. The wet sprinkler system shall serve the Administrative and Living Quarter areas. Concealed pendant (ceiling type) sprinklers shall be used in finished ceiling areas throughout the station. Upright type sprinkler shall be used in areas with exposed ceilings. Provide additional sprinkler coverage at roll-up doors in Apparatus / Service Bays. A fire department connection (FDC) and post indicator valve to be located at the exterior of the building and located per local fire department recommendations. Fire Alarm Equipment that is furnished by the Fire Protection contractor but connected to the building fire alarm system and includes: sprinkler flow switches, sprinkler tamper switches for control valves, exterior sprinkler alarm bell and a PIV tamper switch.
 - a. Dry Sprinkler System: A dry pipe alarm valve will be located at the riser servicing the Apparatus and Service Bay areas. The air compressor for the dry sprinkler system shall be located in the mechanical room.

22 00 00 Plumbing

1. General Plumbing: All plumbing work will comply with the 2012 Indiana Plumbing Code. A new domestic water service will be extended from the existing city water/fire line. The exterior of the new construction will be provided at strategic locations with freeze-proof wall hydrants, box mounted type (with lose-key). The kitchen sink will be a large double compartment type with a gooseneck faucet and garbage disposal and the cooking range shall be gas-fired. Storm water drainage piping shall consist of gutters and downspouts.
2. Fixtures:

Water Closets: White vitreous china, wall mounted, battery operated 1.28 gpf flush-valve type.

Urinals: White vitreous china, wall mounted, with 0.125 gpf battery operated flush valve. Countertop Lavatories: Vitreous china, oval design with 0.5 gpm battery operated faucet. Sinks: Stainless steel, 18 gage, (single or double) bowl with 8" center and swinging spout. Showers: All Showers shall be one-piece, open-top, acrylic unit or owner approved type, with adjustable shower head.

Drinking Fountains: Electric water coolers with bottle filler, bi/level to meet ADA requirements. Mop Service Basin: 24"x24" One piece molded stone.
3. Domestic Water: A new incoming domestic water service shall be extended from the city water main to enter the first floor Mechanical room. A new backflow preventer shall be installed to meet current code requirements. The domestic hot water heating system shall consist of a gas fired water heater to provide adequate hot water throughout the Administrative / Headquarter areas and living quarters. Another domestic hot water heating system shall consist of a water heater to provide adequate hot water throughout the Apparatus Bay and Service Bay areas. A hot water in-line circulating pump will be installed to provide hot water to fixtures in a timely manner. A thermostatic mixing valve

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

will be used to temper all hand washing and public areas to a maximum of 120 degrees. Piping above grade shall be type "L" copper. All exterior wall mounted wall hydrants will be piped with cold water. Hot and cold water piping shall be provided to the washing stations. A 2 1/2" cold water tap shall be provided for the Tanker fill lines.

4. Sanitary Sewer System: The new sanitary drainage system will be gravity flow and will connect to the site sanitary system outside of the building. Typically, the new sanitary line will be 4" in size when connected to a toilet fixture, otherwise a 3 inch pipe to be installed. Cleanouts installed in the floor will provide access and maintenance. Cleanouts will be full size as the piping it is connected to, cleanouts to be installed at each 50 lineal feet of horizontal run and at every change of direction greater than 45 degrees. Schedule 40 PVC piping shall be used for all above and below ground piping. Plumbing vents shall be 4" in size and extended thru roof, typical of multiple locations. All floor drains shall have a cast iron bottom outlet body. Trench drains will be located in Apparatus and Service Bay areas and will be connected to a new exterior underground oil water separator. A trench drain shall be located in the Gear Laundry room.
5. Natural Gas Supply: All work will comply with the 2014 Indiana Fuel Gas Code. A new gas service shall be extended from the city gas main to enter the building per local utility company requirements. The gas supply will be provided to new gas water heaters, kitchen cooking equipment, and gas-fired HVAC equipment. All gas piping shall be schedule 40 black iron pipe.
6. Compressed Air: A compressed air piping system (100 psi) will be installed to serve two ceiling mounted air-hose reels in the Garage Area. Compressed air piping and air outlets will also be routed to the workbench of the Maintenance Work Area. The air compressor shall be a vertical tank type with an associated air dryer and filters.

23 00 00 HVAC

General Systems Overview: This narrative describes the design criteria for the mechanical systems serving the facility. The mechanical systems shall be designed to maintain the indoor environmental quality in an energy efficient manner while meeting the requirements for building occupancy. Systems and equipment will be designed for serviceability, and energy efficiency.

- **Codes and Standards: Building Code Information:** The HVAC systems shall comply with all local and state building codes, NFPA, and ADA requirements. The following codes and standards shall be applied:
 - 2014 Indiana Building Code (IBC)
 - 2014 Indiana Fire Code (IFC)
 - 2014 International Mechanical Code (IMC)
 - 2010 Indiana Energy Conservation Code (IECC)
 - ASHRAE 55 Thermal Environmental Conditions for Human Occupancy
 - ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality (2010)
 - ASHRAE 90.1 – Energy Standards for Buildings Except Low-Rise Residential

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

- Buildings (2007)
 - SMACNA “HVAC DUCT DESIGN”
- Assumptions and Open Issues: The following assumptions have been made to establish the basic design needs.
 - The Air Handling Units will be sized for the current program and will not include additional capacity for future additions.
 - The Chillers and Boilers will be sized for the current program and will not include spare capacity for future additions
 - Emergency power requirements will be designed to feed Temperature Controls, Air Handling Units, Heating System, and Equipment serving critical infrastructure (DX Splits for Electrical/IT Rooms). Emergency power for cooling will not be required.
- General Mechanical Systems: The HVAC design will incorporate serviceability, safety, occupant comfort, and energy efficiency. The design will facilitate access for maintenance and adjustment.

HVAC Systems

- Heating Hot Water System:
 - Hot water will be distributed to AHUs, reheat coils, fan coils, and any supplemental unit heaters. The system will include an air separator, expansion tank, and chemical feed. Backflow prevention will be included as part of the plumbing work for make-up water. At the heart of the heating system will be 90%+ high efficiency condensing boilers. The heating system will be designed for redundancy to allow for the maintenance or failure of any one boiler with remaining boiler(s) to meet heating load. The design will include (2) 1000 MBH boilers and associated primary pumps. The boilers and pumps will be designed to switch between lead and lag boiler/pump to balance operation and allow for redundancy in the heating system. The heating system will be located in the mechanical room of the occupied building.
- Chilled Water-Cooling System:
 - The cooling system will center around (2) air-cooled split chillers. Both Chillers will be sized at 30 Tons each. The Condensers shall be located outside behind the building and the evaporator shall be wall mounted inside the mechanical room. The chilled water system will not have any glycol. Two base-mounted chilled water VFD controlled pumps will be sized for 100% redundancy. The pumps will be designed to switch between lead and lag pump to balance operation. The chilled water will be distributed to two AHU's and one Fan Coil Unit. The system will include an air separator, expansion tank, and chemical feed. Backflow prevention will be included as part of the plumbing work for make-up water.
- Air Handling Units
 - The Building shall be served by (2) Variable Air Volume Air Handling Units sized

Hagerman, Inc.

Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

for the cooling, heating, and ventilation load of occupancy zones. and one Energy Recovery Ventilator to pre-treat the outside air.

- Cooling shall be provided by the central two air cooled chillers serving the air handlers.
- Heating shall be provided by the central two condensing boiler units.
- AHU-1
 - Located on the roof and shall serve the admin portion of the fire station
 - 5000 CFM with 20% OA.
 - Economizer Mode
- AHU-2
 - Located on the roof and shall serve the admin portion of the fire station.
 - 9500 CFM with 55% OA.
 - Economizer Mode
- ERV-1
 - Located on the roof and shall directly duct to the outside air intakes of AHU-1 and AHU-2
 - Exhaust Fan in ERV will serve as central exhaust system for the occupied portion of the Fire Station.
 - ERV shall have Enthalpic Cores that effectively Transfer both Sensible and Latent Energy.
 - 6000 CFM Outside Air
 - 4125 CFM Exhaust Air
 - Total Summer Effectiveness: 67.4%
 - Total Winter Effectiveness: 72.7%
- VAV Boxes
 - Variable Air Volume Boxes with minimum 2-row Hot Water Reheat Coils
 - AHU-1: 12 VAV Boxes
 - AHU-2: 13 VAV Boxes
 - Total: 25 VAV Boxes
- Apparatus Bays:
 - Apparatus Bays shall have Radiant Floor Heating Served by a dedicated boiler located in the mechanical room at the end of the apparatus bays.
 - A Direct Exhaust System shall be designed and installed in both Apparatus bays to allow connection directly to exhaust pipes of fire trucks and other service vehicles
 - Additional Exhaust Fans shall be placed on the roof of the Apparatus bays, connected to gas monitoring systems. Exhaust fans shall draw in unconditioned air from Louvers directly into the apparatus bays.
 - The middle-occupied area between the apparatus bays shall be served via two VAV boxes from AHU-2. Occupied areas requiring exhaust shall have a dedicated exhaust fan to that area that is not connected to the ERV.
 - Fleet Services and Office at the end of the building shall be served by a DX Mini-Split
- Additional Items:
 - A minimum of three (3) 3-Ton ductless min-splits will be required to serve

Hagerman, Inc.
Westfield Fire Station #81 Phase 1 Proposal 09/23/2021

- Electrical and IT rooms throughout the building
 - Two Wall-mounted or Wall-Recessed Hot Water Cabinet unit heaters will be placed in Main entry Vestibules.
 - The facility will be designed for a slightly positive pressurization. This coupled with a tight building envelope will minimize infiltration and increase energy efficiency.
- System Design Criteria: The table below summarizes the climate data and indoor environmental quality data that shall be used for developing the system designs:

HVAC DESIGN CONDITIONS				
	OUTSIDE DESIGN CONDITIONS:		SUMMER (F)	91.1 F DB
			WINTER (F)	-0.5 F DB
	DESIGN ALTITUDE		331 FT	Westfield, IN
	SUMMER DESIGN CONDITIONS		WINTER DESIGN CONDITIONS	
INTERIOR DESIGN AREA	TEMP (F)	HUMIDITY (%)	TEMP (F)	HUMIDITY (%)
EQUIPMENT ROOMS	95	NOT CONTROLLED	60	NOT CONTROLLED
GARAGE / SALLY PORT	95	NOT APPLICABLE	60	NOT APPLICABLE
OFFICES / CONFERENCE ROOMS / CONTROL ROOMS	72-75	50% MAX	68-74	NOT APPLICABLE
Bunk Rooms	68	50% MAX	68-74	NOT APPLICABLE
KITCHEN	74-78	60% MAX	68-74	NOT APPLICABLE

- Ductwork: Effort shall be made to conceal all ductwork in the ceiling and walls. All exposed ductwork shall be painted to match surroundings. Ductwork shall follow the schedule below:

DUCTWORK TYPE		CONSTRUCTION	INSULATION	MAX VELOCITY (FPM)	MAX FRICTION LOSS (" PER 100')
SUPPLY DUCT	EXPOSED	DOUBLE WALL	1.5" INTERNAL RIGID MINERAL FIBER	MAIN 1500 BRANCH 1000	0.25 0.15
	CONCEALED	SINGLE WALL	2" EXTERNAL MINERAL FIBER WRAP	MAIN 2000 BRANCH 1250	0.50 0.25
RETURN DUCT	EXPOSED	SINGLE WALL	NONE	MAIN 1000 BRANCH 750	0.15
	CONCEALED	SINGLE WALL	NONE		0.10
OUTSIDE AIR INTAKE DUCT	EXPOSED	DOUBLE WALL	1.5" INTERNAL RIGID MINERAL FIBER	750	0.15
	CONCEALED	SINGLE WALL	2" EXTERNAL MINERAL FIBER WRAP		
EXHAUST DUCT	EXPOSED	SINGLE WALL	NONE	750	0.15
	CONCEALED	SINGLE WALL	NONE	1500	0.25

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- Piping: Effort shall be made to conceal all piping in the ceiling and walls. All exposed piping shall be painted to match surroundings. HVAC piping systems shall follow the schedule below:

Piping Service	Pressure Class	Design Temp or Pressure	Pipe MOC
Heating Hot Water	ANSI 150	100-200	ASTM-40 Carbon Steel or Type L Copper
Chilled Water		40-60	
Refrigerant - Liquid	Per Manufacturer		Type L Copper Tubing
Refrigerant - Suction			

- HVAC Building Automation System: The HVAC systems shall utilize a central control system for monitoring, scheduling, trending, and optimization purposes. This control system shall have primary control of the heating and cooling equipment, air distribution equipment, and zone temperature control equipment. A workstation shall be provided in the mechanical room, with remote access for alarming in the security office.
- Testing, Adjusting, and Balancing: Provisions shall be incorporated to facilitate testing, adjusting, and balancing of the HVAC systems. At minimum, these provisions shall include:
 - Airflow Systems
 - Variable Frequency Drives for all fans larger than 5 HP
 - Hand Balance Dampers in all major runs
 - Hand Balance Dampers for all Diffusers
 - Clear expectations of design air flow rates expected
 - Access to straight duct runs for branch and main air flow readings
 - Pumping Systems
 - Variable Frequency Drives for all pumps larger than 5 HP or requiring variable flow
 - Circuit Setters for large loads
 - Testing Ports at coil connections
 - Thermometers and Pressure gauges at large coil connections
- Sustainability: The mechanical systems shall be engineered to balance construction costs with operating costs, ongoing energy consumption, and emissions. Several attributes of the mechanical systems that promote sustainability will be considered:
 - Systems selected with energy recovery capabilities to minimize energy consumption to condition the space.
 - Systems shall have economizer mode where possible
 - Selection of environmentally acceptable refrigerants.
- Maintainability: Each system shall be designed for ease of maintenance including:
 - Appropriate clear space for removal of components.
 - Easily changed filter media.

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- Isolation valves in piping systems for each floor and major branch.
- Access ports in ductwork for service of specialties.

26 00 00 Electrical

1. General Information: The electrical systems in this facility will comply with all local and state codes, NFPA and ADA requirements. The following code and standards will be used:
 - i. 2014 Indiana Building Code (IBC)
 - ii. 2014 Indiana Fire Code (IFC)
 - iii. 2009 Indiana Electric Code (IEC)/ 2008 NFPA 70
 - iv. 2010 Indiana Energy Conservation Code (IECC)
 - v. ASHRAE 90.1 - 2007
2. The Electrical Service: A new service will be extended to a main distribution panel from a pad mounted transformer by the local utility company. Conduits will extend from a pad mounted utility transformer and stub into the new main electrical room. The main service is estimated to be 1,000 amp, 120/208V, 3-phase, 4wire. It will be equipped with transient surge suppression and digital metering.
3. Low Voltage Services: Conduits will be routed into the building's services area for low voltage services. Ground boxes with appropriate labels will be placed within the site as required. These conduits will be provided with innerducts and pull strings.
4. Power Distribution: The building will have branch panelboards to minimize cost and to add safety and convenience. The main distribution panel and panels serving exterior equipment will have transient surge suppression.
5. All branch circuits will be in conduit. EMT conduit will be used for all above ground, interior feeders and branch circuits. MC cable will be permitted where enclosed in walls or ceilings. PVC conduit will be used for underground raceways. Vibrating equipment will be fed with flexible conduit for the last 3'-to-6' prior to the final connection.
 - Aluminum feeder will be acceptable as long as they are sized to match copper equivalent.
 - Provide floor boxes in conference rooms room areas.
6. Emergency Power: Emergency power will be provided via a generator (estimated to be 300kw). (diesel) The generator will be located on grade and will provide full back up to the building with little or no-load shedding. The service entrance will require two automatic transfer switches, one for optional standby power and emergency. The transfer switches shall be provided with a maintenance bypass to transfer power between normal and generator power.
7. Lighting: LED standard office-type lighting fixtures will provide even and efficient illumination for the majority of the building and LED downlight-type fixtures will be used in the administrative areas. Equipment rooms, storage rooms, and apparatus bays will receive LED industrial style light fixtures. Decorative fixtures and accent lighting are yet to be determined and will be coordinated with the interiors architectural department.

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8. Lighting Control: Vacancy control will be implemented in conference rooms and individual offices; occupancy control will be implemented in restrooms and public traffic areas. Areas of the building that will not require to be in use 24/7 will have occupancy control or timeclock control with override. Building mounted exterior lighting will be controlled via time clock and photocell.
9. Sustainability: LED fixtures will minimize the energy consumption by using an inherently efficient illumination source. LED fixtures also have a longer lifetime than traditional fluorescent and HID sources, which will lower the maintenance cost. The advanced lighting controls described above will provide energy savings by modulating the lighting intensity which will add little cost and have a positive savings to investment ratio. The control methods selected require little to no maintenance and require modest commissioning / setup.
10. Use surface mounted puck lights where possible (dayroom, kitchen, and sleeping areas)
11. Juno SlimForm™ LED Round Surface Mount Downlights or equivalent where needed.
12. Mech VAV boxes could possibly increase the electrical demand.
13. Provide dome light outside of hazmat room/restroom.
14. Provide combo USB duplex outlet above countertop in sleeping room, it will be used for reading lamps and phone charging.
15. Flag poles located on site shall be illuminated.

DIV 27 00 00 TELECOMMUNICATIONS

16. Telecommunications: Provisions will be provided for voice and data outlets. Provisions will include a 2-gang back box with 1-gang reducer and a 1" conduit with pull wire to cable tray raceway system. Power, grounding, and data racks will be provided as coordinated with the owner's preferred vender. Devices, cables, and equipment are not part of the contract.
 - i. Direct phone line to 911 communication in the lobby
17. A UPS system will be provided within the IT/Data room. Sizing to be determined.
18. Audio / Visual: A/V outlet rough-in provisions will be provided in meeting spaces and day room. We anticipate each meeting space, dayroom and fitness to have wall mounted Flat panel TV(s) connected to a floor or wall mounted box for input cables. Power and grounding will be provided for all equipment as coordinated with the owner's preferred vender.
19. Electronic equipment (switches, servers, head-end equipment, cameras, wireless access points) will be provided by the owner and installed by the contractor.

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DIV 28 00 00 FIRE ALARM & SECURITY

- 20. Fire Alarm:** A fully addressable fire alarm system will be provided. The system will include pull stations at all exits from each level and exits from the building. Full annunciation will be provided throughout the facility with horn strobes and strobes to effectively provide fire alarm alerts and voice evacuation. The Fire Alarm system will monitor the emergency generator, the sprinkler system, and will have an interface to the access control system (if applicable).
- 21. Access Control and Security:** Rough-in provisions will be in place for access control. Provisions for access control and security will consist of power and communication conduit and back boxes. Power and grounding for all equipment will be provided as coordinated with the owner's preferred vender. The systems are anticipated to include the following:
- i. Card readers at main entrances, and IT rooms.
 - ii. Security cameras around building perimeter and main entrances (optional)
- 22. Alerting System:** Design will include a contactor system to activate red, rotating notification lights.
- 23. Public Announcement (PA) and Intercom System:** Design will include a PA system throughout the building and Intercom communication system at the main entry vestibule.

31 00 00 Earthwork

- 1. Mobilize site
- 2. Erosion control measures
- 3. Construction entrance
- 4. Strip top soil
- 5. Common excavation for parking lot, walks and building pad
- 6. Foundation excavation and backfill
- 7. Sidewalk prep and stone
- 8. Curb excavation and backfill
- 9. Under slab drainage fill
- 10. Sanitary sewer with a direct route from east side of property across development (shortest distance) to new building location. Excludes all "off-site" sanitary line and connections.
- 11. Excludes sanitary lift station.
- 12. On-Site Storm sewer
- 13. Water Line from edge of property to building
- 14. Rough grading
- 15. Excludes excavation and install of gas line. (Assume gas company will install too the meter location. We will install from meter location to inside the building)

32 12 16 Asphalt Paving

- 1. Light duty paving in public/admin and fire parking lots.
- 2. 8" concrete paving around the apparatus bays.

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3. Striping/ADA signage
4. No Wayfinding signage included.

32 93 13 Landscaping

1. Total landscaping/Seeding allowance of \$50,000

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Phase I September 23, 2021 Proposal

1. Base Price **\$ 12,800,000**

Allowances Summary

1. Landscape/Seeding	\$	50,000
2. Vehicle Exhaust System	\$	100,000
3. Interior Signage	\$	3,500
4. Exterior Building Signage	\$	25,000
5. Design Contingency	\$	100,000

Alternates Summary

1. Performance & Payment Bond	ADD	\$	100,000
2. 6'-0 Pathway Along Ditch Road	ADD	\$	30,000

Scope Exclusions

1. Unsuitable soils
2. Soil Stabilization
3. Metal Roof System
4. Environmental Study
5. Hazardous waste abatement or removal
6. Deep foundations
7. Wall coverings
8. Acoustical wall panels for sound control
9. Audio/visual systems including projection screens and projectors
10. Window treatment
11. Sales Tax
12. Phone/computer systems hardware
13. Baby Box provided by Owner (Installed by Contractor)
14. Overtime/premium time work
15. Headend equipment
16. Security/Access Control (rough-in included)
17. Road Impact Fees
18. Fueling Station Tank & Pump (Concrete pad only)
19. Site Furnishings
20. Operable Partitions
21. Refer Tab 3 FFE By Owner

Westfield Fire Department
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TAB 3 – FFE BY OWNER

Owner Matrix

Item Description	Design-Builder's Budget	Owner's Budget
Third-Party Systems Commissioning		X
Fees for filing plans with Indiana Department of Homeland Security		X
Fees for filing plans with the City of Westfield and Hamilton County for approvals and Construction Design Release		X
Fees of quality control field or laboratory testing, where test results indicate the Work meets requirements of the Design- Build Documents		X
Builder's Risk Insurance		X
Development of Design Criteria		X
Data network servers		X
Office computers		X
Audio-Visual System input equipment, including: Computers, DVD players, Cameras, Smart Boards, etc.		X
Security and Access Control Equipment & Programming		X
Initial Enrollment of Access Credentials for all of Owner's staff		X
Loose Apparatus Equipment (Freestanding storage rack/shelving, freestanding storage cabinets, etc.)		X
Loose Kitchen/Living Quarters/Admin. Offices Equipment (Coffee makers, tables and chairs, desks and chairs, freestanding storage rack/shelving, etc.)		X
All Furnishings and Loose Equipment (i.e. furniture, appliances, blinds)		X
Purchase of Gantry Crane		X
Turnout Gear Racks (Purchase)		X
HaxMat Laundry, Refridgerator, Washer, Dryer, Dryer Cabinets, Utility Sink (Provide and Install)		X
Mini Refridgerator (EMS)		X
Decontamination Room Lockers & Linen Cabinets (Provide & Install). Sauna & Benches (Provide)		X
Dive Gear & SCBA Testing Room, Storage racks and shelving & Test Fit & Filling Equipment (Provide & Install)		X
Hose Storage Room all rack storage & Carts (Provide & Install)		X
Maintaence Room Commercial Washer & Dryer (Provide & Install)		X
Fleet Service Workstation w/chairs, Office Cabinets, Regridgerator, Coffee Maker (Provide & Install)		X

Owner Matrix

Item Description	Design-Builder's Budget	Owner's Budget
Information Area, Monitors		X
All Loose Storage racks/shelving (Provide & Install)		X
All small appliances (Provide & Install)		X
All office Workstations w/chairs (Provide & Install)		X
Monitors & Television in Watch Room (Provide & Install)		X
Day Room Television & Lounge Chairs (Provide & Install)		X
Kitchen freezers, refrigerator, range hood, dishwasher, ice maker, & microwaves (Provide & Install)		X
Staff Dining, wall monitors/TVs, tables & chairs (Provide & Install)		X
Bunk Rooms twin size beds, bedside tables, & lamps (Provide & Install)		X
Staff Laundry washer & dryer (Provide & Install)		X
All fitness equipment for Fitness Room (Provide & Install)		X
Locker Room Benches (Provide only)		X
Administrative Break Room Convection Oven (Provide & Install)		X
Administrative Conference Room Large Monitor/TV (Provide & Install)		X
Training Room monitors/TVs (Provide & Install)		X
Off Site Utilities		X
Permits, Impact fees		X
All Window Blinds as needed (Provide and Install)		X

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Phase 1 Report

TAB 4 – PERMITTING

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TAB 5 – SCHEDULE

29	4981	Completion of Design	95d	09/29/21	02/08/22		Completion of Design
30	4990	100% Design Development Documents	30d	09/29/21	11/09/21		100% Design Development Documents
31	5000	75% Construction Documents	30d	11/10/21	12/21/21		75% Construction Documents
32	5010	100% Constructon Documents	20d	12/22/21	01/18/22		100% Constructon Documents
33	5020	Subcontract Bidding/Procurement	35d	12/22/21	02/08/22		Subcontract Bidding/Procurement
34	0011	Construction	251d	02/14/22	01/30/23		Construction
35	0020	On-Site Mobilization	5d	02/14/22	02/18/22		On-Site Mobilization
36	0030	Erosion Control	5d	02/18/22	02/24/22		Erosion Control
37	0041	Strip Topsoil	5d	02/25/22	03/03/22		Strip Topsoil
38	0042	Construct Building Pad	5d	03/04/22	03/10/22		Construct Building Pad
39	0043	Install Storm Piping	10d	03/11/22	03/24/22		Install Storm Piping
40	0044	Install Sanitary Line	15d	03/21/22	04/08/22		Install Sanitary Line
41	0045	Cut Pavement to Subgrade	10d	04/06/22	04/19/22		Cut Pavement to Subgrade
42	0046	Install Site Lighting Conduits	5d	04/20/22	04/26/22		Install Site Lighting Conduits
43	0047	Install Stone for Pavement	3d	04/27/22	04/29/22		Install Stone for Pavement
44	0048	Binder Asphalt	1d	05/02/22	05/02/22		Binder Asphalt
45	0049	Concrete Pavement	10d	05/03/22	05/16/22		Concrete Pavement
46	0059	Surface Asphalt	1d	05/03/22	05/03/22		Surface Asphalt
47	0069	Install Site Lighting Poles	3d	05/17/22	05/19/22		Install Site Lighting Poles
48	0079	Spreading of Topsoil	2d	05/02/22	05/03/22		Spreading of Topsoil
49	0089	Seeding	2d	05/20/22	05/23/22		Seeding
50	0099	Plantings	2d	05/23/22	05/24/22		Plantings
51	0109	Striping/Signage	1d	05/25/22	05/25/22		Striping/Signage
52	0051	Building Foundations	15d	03/18/22	04/07/22		Building Foundations
53	0052	Apparatus Foundations	10d	04/08/22	04/21/22		Apparatus Foundations
54	0053	Underground Plumbing	15d	04/08/22	04/28/22		Underground Plumbing
55	0054	Underground Electrical	10d	04/15/22	04/28/22		Underground Electrical
56	0055	Building Slab on Grade	5d	05/20/22	05/26/22		Building Slab on Grade
57	0056	Apparatus Slab on Grade	5d	05/27/22	06/02/22		Apparatus Slab on Grade
58	0061	Set Structural Steel Columns & Beams	6d	05/12/22	05/19/22		Set Structural Steel Columns & Beams

Summary Task

Hammock Task

Expanded Task

Task

Progressed Task

Critical Task

Buffer Task

Milestone



Westfield Fire Station #81

59	0062	Install CMU Walls	15d	04/29/22	05/19/22		Install CMU Walls
60	0063	Set Metal Joists & Decking	10d	05/17/22	05/30/22		Set Metal Joists & Decking
61	0064	Exterior Stud Framing	12d	05/27/22	06/13/22		Exterior Stud Framing
62	0065	Exterior Sheathing	10d	06/08/22	06/21/22		Exterior Sheathing
63	0075,0066	Exterior Vapor Barrier	4d	05/20/22	06/23/22		Exterior Vapor Barrier
64	0067	Install Apparatus Bay Brick	15d	06/01/22	06/21/22		Install Apparatus Bay Brick
65	0068	Install Building Brick	15d	06/22/22	07/12/22		Install Building Brick
66	5030	Install Windows	15d	07/12/22	08/01/22		Install Windows
67	0078	Install Exterior Hardiboard	15d	07/01/22	07/21/22		Install Exterior Hardiboard
68	0088	Paint Exterior Hardiboard	5d	07/22/22	07/28/22		Paint Exterior Hardiboard
69	0098	Install Building Roof	15d	06/17/22	07/07/22		Install Building Roof
70	0108	Install Apparatus Roof	15d	07/08/22	07/28/22		Install Apparatus Roof
71	0118	Install Metal Copings	10d	07/29/22	08/11/22		Install Metal Copings
72	0128	Set Plumbing Carriers	7d	06/21/22	06/29/22		Set Plumbing Carriers
73	0138	Interior Framing	15d	06/27/22	07/15/22		Interior Framing
74	0148	Ductwork RIs	10d	07/07/22	07/20/22		Ductwork RIs
75	0149	Overhead Piping RIs	15d	07/19/22	08/08/22		Overhead Piping RIs
76	0158	Overhead Electrical RIs	15d	08/03/22	08/23/22		Overhead Electrical RIs
77	0168	Overhead Fire Protection RIs	10d	08/18/22	08/31/22		Overhead Fire Protection RIs
78	0178	Wall Electrical RIs	15d	07/13/22	08/02/22		Wall Electrical RIs
79	0188	Wall A/V RIs	15d	07/25/22	08/12/22		Wall A/V RIs
80	0198	Wall Plumbing RIs	15d	08/12/22	09/01/22		Wall Plumbing RIs
81	0208	In Wall Inspection	2d	09/02/22	09/05/22		In Wall Inspection
82	0218	Hang Drywall Admin	10d	09/05/22	09/16/22		Hang Drywall Admin
83	0228	Hang Drywall Fire	12d	09/15/22	09/30/22		Hang Drywall Fire
84	0238	Finish Drywall Admin	10d	09/19/22	09/30/22		Finish Drywall Admin
85	0248	Finish Drywall Fire	10d	09/30/22	10/13/22		Finish Drywall Fire
86	0258	Install Apparatus Bay Overhead Doors	10d	08/05/22	08/18/22		Install Apparatus Bay Overhead Doors
87	0268	Prime Paint Drywall Admin	8d	10/03/22	10/12/22		Prime Paint Drywall Admin
88	0278	Prime Paint Drywall Fire	8d	10/13/22	10/24/22		Prime Paint Drywall Fire

Summary Task

Hammock Task

Expanded Task

Task

Progressed Task

Critical Task

Buffer Task

Milestone



Westfield Fire Station #81

89	0288	Prime Paint Apparatus	8d	10/18/22	10/27/22		Prime Paint Apparatus
90	0298	Set Mechanical Equipment	10d	09/06/22	09/19/22		Set Mechanical Equipment
91	0308	Set Electrical Equipment	10d	09/15/22	09/28/22		Set Electrical Equipment
92	0318	Set Plumbing Equipment	10d	09/20/22	10/03/22		Set Plumbing Equipment
93	0328	Install Casework	15d	10/31/22	11/18/22		Install Casework
94	0338	Install Ceiling Grid	10d	10/25/22	11/07/22		Install Ceiling Grid
95	0348	Install Lights	15d	11/14/22	12/02/22		Install Lights
96	0358	Install Diffusers	10d	11/21/22	12/02/22		Install Diffusers
97	0359	Install Fire Protection Heads	10d	11/14/22	11/25/22		Install Fire Protection Heads
98	0368	Above Ceiling Inspection	2d	12/05/22	12/06/22		Above Ceiling Inspection
99	0378	Install Acoustical Border Tiles Only	5d	12/07/22	12/13/22		Install Acoustical Border Tiles Only
100	0388	Final Paint Admin	8d	11/21/22	11/30/22		Final Paint Admin
101	0398	Final Paint Fire	8d	12/01/22	12/12/22		Final Paint Fire
102	0408	Final Paint Apparatus	8d	12/07/22	12/16/22		Final Paint Apparatus
103	0418	Install Hard tile	15d	10/25/22	11/14/22		Install Hard tile
104	0428	Install Flooring Admin	10d	12/07/22	12/20/22		Install Flooring Admin
105	0438	Install Flooring Fire	10d	12/16/22	12/29/22		Install Flooring Fire
106	0448	Install Doors Admin	10d	11/21/22	12/02/22		Install Doors Admin
107	0458	Install Doors Fire	10d	12/05/22	12/16/22		Install Doors Fire
108	0468	Set Plumbing Fixtures	10d	11/15/22	11/28/22		Set Plumbing Fixtures
109	0478	Install Electrical Devices	10d	12/13/22	12/26/22		Install Electrical Devices
110	0488	Install Acoustical Ceiling Tile	8d	12/22/22	01/02/23		Install Acoustical Ceiling Tile
111	0498	Fire Alarm Inspection	5d	01/03/23	01/09/23		Fire Alarm Inspection
112	0508	Fire Suppression Inspection	5d	01/03/23	01/09/23		Fire Suppression Inspection
113	0518	Life Safety Inspection	5d	01/03/23	01/09/23		Life Safety Inspection
114	0090	Starting of Systems and Commissioning	22d	12/01/22	12/30/22		Starting of Systems and Commissioning
115	0100	Substantial Completion/Punchlist	5d	01/10/23	01/16/23		Substantial Completion/Punchlist
116	0110	Punchlist/Closeout	15d	01/10/23	01/30/23		Punchlist/Closeout

Summary Task

Hammock Task

Expanded Task

Task

Progressed Task

Critical Task

Buffer Task

Milestone



Westfield Fire Station #81

Westfield Fire Department
Fire Station #81 Project
Phase 1 Report

TAB 6 – AGREEMENT



Progressive Design-Build Agreement for Indiana Public Works Projects per IC 5-30

Preliminary Sample Document: Attached to RFP as Exhibit B-1

Subject to final negotiation of terms and conditions in accordance with IC 5-30-7-8

This **AGREEMENT** is made as of the 21st day of September in the year of 2021, by and between the following parties, for services in connection with the Project identified below:

OWNER:

City of Westfield, Indiana
2728 East 171st Street
Westfield, IN. 46074

DESIGN-BUILDER:

Hagerman, Inc.
510 W. Washington Blvd.
Fort Wayne, IN 46802

PROJECT:

New Fire Station No. 81
17001 Ditch Road
Westfield IN 46074

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

- 1.1 **Duty to Cooperate.** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.
- 1.2 **Definitions.** Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").
- 1.3 **Design Services.** Design-Builder shall, consistent with applicable State of Indiana licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.
- 1.4 **Design-Build Services** shall be delivered consistent with Indiana Code Section 5-30, as amended and all other Federal, State and Local guidelines, standards, ordinances, rules, regulations and laws.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

- 2.1.1 Owner shall provide Design-Builder with Owner's preliminary Project Criteria describing Owner's general program requirements and objectives for the Project as set forth in Exhibit A (RFP and all attachments and Addenda). Owner's preliminary Project Criteria shall include Owner's understanding of use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.
- 2.1.2 Design-Builder will assist Owner in developing detailed Project Criteria as part of the Phase 1 Services. Design-Builder shall document Project Criteria as part of the Phase 1 Report, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's Phase 1 Report and agree upon what revisions, if any, should be made to the Design-Builder's Phase 1 Report prior to the Owner's acceptance of the Design-Builder's Phase 1 Report.

2.2 Phased Services.

- 2.2.1 **Phase 1 Services.** Design-Builder shall perform the services of programming, design, pricing, and other services for the Project based on Owner's preliminary Project Criteria. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to approve the Design-Builder's Phase 1 Report and establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services.
- 2.2.2 **Phase 2 Services.** Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further

described in the Contract Price Amendment. Upon receipt of Design-Builder's Phase 1 Report and proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3.

2.3 **Phase 1 Report.** Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a Phase 1 Report to Owner (the "Phase 1 Report") that outlines the design scope and quality of the Project. The report also defines the Work required for the completion of the design and construction of the Project for the Contract Price, which will be based on a Price.

2.3.1 The Phase 1 Report shall include the following unless the parties mutually agree otherwise:

- 2.3.1.1 The Contract Price that will be based on a Lump Sum Price, which shall be the sum of:
- 2.3.1.2 Design-Builder's Fee as defined in Section 7.4.1 hereof;
- 2.3.1.3 The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof; and
- 2.3.1.4 If applicable, any prices established under Section 7.1.3 hereof;
- 2.3.1.5 A total project budget, including the Design-Build Contract Price and all other Owner's Hard, Soft and Financing Costs. Identify all contingencies and allowances; indicating the party that controls expenditure of each.
- 2.3.1.6 The Basis of Design Documents, which are set forth in detail in Section 1.2.2 of the General Conditions and are attached to the Phase 1 Report;
- 2.3.1.7 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Phase 1 Report, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
- 2.3.1.8 The Scheduled Substantial Completion Date upon which the Phase 1 Report is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- 2.3.1.9 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- 2.3.1.10 If applicable, a schedule of alternate prices;
- 2.3.1.11 If applicable, a schedule of unit prices;
- 2.3.1.12 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 1 Report, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);
- 2.3.1.13 If applicable, a Savings provision; Section Deleted.
- 2.3.1.14 If applicable, Performance Incentives; and Section Deleted.
- 2.3.1.15 A Project permit list, a list detailing the permits, governmental approvals and other reviews & approvals that are required for the Project. The Project permit list must identify the Design-Builder's role and the Owner's role in obtaining each permit, review or approval

2.3.2 **Review and Adjustment to Phase 1 Report.**

- 2.3.2.1 After submission of the Phase 1 Report, Design-Builder and Owner shall meet to discuss and review the Phase 1 Report. If Owner has any comments regarding the Phase 1 Report, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 1 Report.
- 2.3.2.2 **Acceptance of Phase 1 Report.** If Owner accepts the Phase 1 Report, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in this Agreement, and when mutually agreed between the parties this Agreement will be executed. Once the parties have agreed upon the Contract Price and this Agreement and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services in accordance with this Agreement.
- 2.3.2.3 **Failure to Accept the Phase 1 Report.** If Owner rejects the Phase 1 Report, or fails to notify Design-Builder in writing on or before the date specified in the Phase 1 Report that it accepts the Phase 1 Report, the Phase 1 Report shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:
 - 2.3.2.3.1 Owner may suggest modifications to the Phase 1 Report, whereupon, if such modifications are accepted in writing by Design-Builder, the Phase 1 Report shall be deemed accepted, and the parties shall proceed in accordance with Section 2.3.2.2 above;
 - 2.3.2.3.2 Owner may terminate negotiations with Design-Builder; provided, however, in this event, Design-Builder shall be entitled to the payment provided for in the Letter of Intent for Phase I Services.
- 2.3.2.4 If Owner fails to exercise any of the above options, Design-Builder shall have the right to:
 - 2.4.2.4.1 Design-Builder may suggest modifications to the Phase 1 Report, whereupon, if such modifications are accepted in writing by Owner, the Phase 1 Report shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.2 above;
 - 2.3.2.4.2 Design-Builder may terminate negotiations with Owner; provided, however, in this event, Design-Builder shall be entitled to the payment provided for in the Letter of Intent for Phase I Services.

Article 3

Contract Documents

- 3.1 The Contract Documents are comprised of the following:
 - 3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract");
 - 3.1.2 The Phase 1 Report, and all attachments, as accepted by Owner in accordance with Section 2.3 herein.

- 3.1.3 Basis of Design Documents
- 3.1.4 This Agreement, including all exhibits;
- 3.1.5 The General Conditions of Contract;
- 3.1.6 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and
- 3.1.7 Exhibit B2-B, Scope of Services.

Article 4

Interpretation and Intent

- 4.1 Design-Builder and Owner, at the time of acceptance of the Phase 1 Report by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of this Agreement, or if applicable, prior to Owner's acceptance of the Phase 1 Report.
- 4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
 - 4.2.1 In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Phase 1 Report, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof.
- 4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.
- 4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5

Ownership of Work Product

- 5.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.
- 5.2 **Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder,

including Design Consultants of any tier (collectively the “Indemnified Parties”), and on the Owner’s obligation to provide the indemnity set forth in Section 5.5 herein.

- 5.3 **Owner’s Limited License upon Owner’s Termination for Convenience or Design-Builder’s Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner’s payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:
- 5.3.1 Use of the Work Product is at Owner’s sole risk without liability or legal exposure to any Indemnified Party, and on the Owner’s obligation to provide the indemnity set forth in Section 5.5 herein, and
- 5.3.2 Owner agrees to pay Design-Builder the additional sum of zero dollars (\$ 0.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if Owner resumes the Project through its employees, agents, or third parties.
- 5.4 **Owner’s Limited License upon Design-Builder’s Default.** If this Agreement is terminated due to Design-Builder’s default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.
- 5.5 **Owner’s Indemnification for Use of Work Product.** Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys’ fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 6

Contract Time

- 6.1 **Date of Commencement.** The Work shall commence within five (5) days of Design-Builder’s receipt of Owner’s Notice to Proceed for Phase 2 Services (“Date of Commencement”) unless the parties mutually agree otherwise in writing.
- 6.2 **Substantial Completion and Final Completion.**
- 6.2.1 Substantial Completion of the entire Work shall be achieved no later than four hundred eighty-eight (488) calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”). The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:
- “Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.”*

- 6.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: (Insert any interim milestones ("Scheduled Interim Milestone Dates") for portions of the Work with different scheduled dates for Substantial Completion.)
- 6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.
- 6.3 **Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 6.4 **Liquidated Damages.** - Deleted
- 6.5 **Early Completion Bonus.** – Deleted
- 6.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed twenty (20) cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:

[Check one box only]

☐ \$ _____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

☒ the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

Article 7

Contract Price

- 7.1 **Contract Price.**
- 7.1.1 **Phase 1 Services:** Owner shall pay Design-Builder in accordance with the Letter of Intent for the Phase 1 Services. Unless otherwise provided in the Letter of Intent, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.
- 7.1.2 **Phase 2 Services:** For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 7.2 hereof.
- 7.1.2.1 Contract Price shall include the entire amount to be paid by the Owner to the Design-Builder for Phase 1 Services.
- 7.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited services.)*
- 7.2 **Lump Sum.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of twelve million eight hundred thousand dollars and no cents (\$12,800,000.00) ("Contract Price") for the Work for Phase 1 and Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.3 **Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

7.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten percent (10%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit **X** hereto.

7.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[Check one box only]

☒ No additional reduction to account for Design-Builder's Fee or any other markup.

or

☐ An amount equal to the sum of: (a) _____ percent (_____%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit _____ hereto applied to the direct costs of the net reduction.

7.4 **Design-Builder's Fee.**

~~7.4.1 Design-Builder's Fee shall be:~~

~~**(Choose one of the following:)**~~

~~☐ _____ Dollars (\$ _____), as adjusted in accordance with Section 7.4.2 below.~~

~~or~~

~~☐ _____ percent (_____%) of the Cost of the Work, as adjusted in accordance with Section 7.4.2 below.~~

~~7.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:~~

~~7.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ percent (_____%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth at Exhibit _____ hereto.~~

~~7.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:~~

~~**[Check one box only]**~~

~~☐ No additional reduction to account for Design-Builder's Fee or any other markup.~~

~~or~~

~~☐ An amount equal to the sum of: (a) _____ percent (_____%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit _____ hereto applied to the direct costs of the net reduction.~~

7.5 **Cost of the Work.**

7.5.1 ~~The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:~~

- ~~7.5.1.1 — Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.~~
- ~~7.5.1.2 — Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off Site to assist in the production or transportation of material and equipment necessary for the Work.~~
- ~~7.5.1.3 — Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof.~~
- ~~7.5.1.4 — Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.~~
- ~~7.5.1.5 — Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.~~
- ~~7.5.1.6 — Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.~~
- ~~7.5.1.7 — Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.~~
- ~~7.5.1.8 — Costs of removal of debris and waste from the Site.~~
- ~~7.5.1.9 — The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.~~
- ~~7.5.1.10 — Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.~~
- ~~7.5.1.11 — Premiums for insurance and bonds required by this Agreement or the performance of the Work.~~
- ~~7.5.1.12 — All fuel and utility costs incurred in the performance of the Work.~~
- ~~7.5.1.13 — Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.~~

- ~~7.5.1.14 — Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.~~
- ~~7.5.1.15 — Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.~~
- ~~7.5.1.16 — The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.~~
- ~~7.5.1.17 — Deposits which are lost, except to the extent caused by Design-Builder's negligence.~~
- ~~7.5.1.18 — Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.~~
- ~~7.5.1.19 — Accounting and data processing costs related to the Work.~~
- ~~7.5.1.20 — Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.~~
- ~~7.5.1.21 — Owner and Design-Builder agree that an escrow account in the amount of Dollars (\$) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.~~
- ~~7.5.2 — **Non-Reimbursable Costs.** The following shall be excluded from the Cost of the Work:~~
- ~~7.5.2.1 — Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3 hereof.~~
- ~~7.5.2.2 — Overhead and general expenses, except as provided for in Section 7.5.1 hereof, or which may be recoverable for changes to the Work.~~
- ~~7.5.2.3 — The cost of Design-Builder's capital used in the performance of the Work.~~
- ~~7.5.2.4 — If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.~~

~~7.6 — **The Guaranteed Maximum Price.**~~

- ~~7.6.1 — Design-Builder guarantees that it shall not exceed the GMP of — Dollars (\$). Documents used as basis for the GMP shall be identified as part of the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of — Dollars (\$), and as set forth in the Contract Price Amendment ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth in Section 7.3 herein. *(While the Contract Price Amendment will be developed in advance or concurrently with the execution of Phase 2 of this Agreement, it is recommended that such exhibit include the items set forth in Section 2.3 above, to ensure that the basis for the GMP is well understood)*~~

~~7.6.2 The GMP includes a Contingency in the amount of Dollars (\$) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.~~

~~7.6.2.1 The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents.~~

~~7.6.2.2 Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.~~

~~7.6.2.3 Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.~~

~~7.6.3 Savings.~~

~~7.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 7.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:~~

~~*(Choose one of the following:)*~~

~~☐ ___ percent (___ %) to Design-Builder and
___ percent (___ %) to Owner.~~

~~or~~

~~☐ The first _____ Dollars (\$ _____) of Savings shall be provided to (choose either Design-Builder or Owner) _____, with the balance of Savings, if any, shared _____ percent (_____ %) to Design-Builder and _____ percent (_____ %) to Owner.~~

~~7.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 8.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.~~

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Phase 1 Report.

7.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-

Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

- 7.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- 7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.
 - 7.7.4.1 In the event the actual direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item is percent (%) greater than or less than the Allowance Value, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be determined in accordance with Section 7.4.
- 7.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

7.8 **Performance Incentives.** - Deleted

Article 8

Procedure for Payment

- 8.1 **Payment for Phase 1 Services:** Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:
 - 8.1.1 Design-Builder shall submit to the Owner on the 25th day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with the percentage of completion of Phase 1 Services.
 - 8.1.2 After Owner's receipt of each properly submitted and accurate Application for Payment, Owner shall make payment in accordance with Owner's standard monthly claims cycle and payment procedures.
 - 8.1.3 Payment of Design-Builder's final Application for Payment for Phase 1 Services shall not be paid until:
 - 8.1.3.1 Owner accepts Design-Builder's Phase 1 Report in accordance with Section 2.3.2.2 above,
 - or
 - 8.1.3.2 Owner rejects and terminates negotiations or Design-Builder terminates negotiations on Design-Builder's Phase 1 Report in accordance with Section 2.3.2.3 or 2.3.2.4 above.

8.2 Phase 2: Contract Price Progress Payments.

- 8.2.1 Design-Builder shall submit to Owner on the 25th day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.
 - 8.2.1.1 The Application for Payment shall include a single line item for the value of Phase 1 Services, and indicate any previous payments made or earned amounts outstanding to be paid.
- 8.2.2 Owner shall make payment in accordance with Owner's standard monthly claims cycle and payment procedures after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- 8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

8.3 Retainage on Progress Payments.

- 8.3.1 Owner will retain five percent (5%) of each Application for Payment.
 - 8.3.1.1 Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.
 - 8.3.1.2 There is no retainage on:
 - 8.3.1.2.1 Phase 1 Services
 - 8.3.1.2.2 Design Services
 - 8.3.1.2.3 Design Builders General Conditions
 - 8.3.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) 200% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.
 - 8.3.3 If a warranty reserve has been established pursuant to Section 7.5.1.21 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 7.5.1.21 above.
- 8.4 **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.
- 8.5 **Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work.
- 8.5.1 Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

- 8.5.2 During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.
- 8.5.3 Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties.
- 8.5.4 Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit.
- 8.5.5 Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience

- 9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:
 - 9.1.1 All services performed and Work executed and for proven loss, cost, or expense in connection with the services and Work;
 - 9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and
 - 9.1.3 Overhead and profit in the amount of percent (%) on the sum of items 9.1.1 and 9.1.2 above.
- 9.2 In addition to the amounts set forth in Section 9.1 above, Design-Builder shall be entitled to receive one of the following as applicable:
 - 9.2.1 If Owner terminates this Agreement prior to submittal of the Phase 1 Report, Design-Builder shall be paid the amount earned per Section 8.1.1 as of the date of Notice of Termination.
 - 9.2.2 If Owner terminates this Agreement after submittal of the Phase 1 Report, and prior to Owner's Approval of the Phase 1 Report, the provisions of Section 2.3.2 apply.
 - 9.2.3 If Owner terminates this Agreement prior to commencement of construction, and after the Approval of the Phase 1 Report, Design-Builder shall be paid percent (%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.
 - 9.2.4 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid percent (%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.
- 9.3 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 5.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

- 10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Board of Public Works and Safety

City of Westfield

(Contact through Chief of Staff)

- 10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Todd Burtron

Chief of Staff

City of Westfield, Indiana

2828 East 171st Street

Westfield, IN 46074

(317) 804-3003

tburtron@westfield.in.gov

10.2 Design-Builder's Representatives.

- 10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Bradley M. Smith, President

Hagerman, Inc.

510 W. Washington Blvd.

Fort Wayne, IN 46802

(260)-424-1470

bsmith@hagermangc.com

- 10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Greg Delagrang, Project Manager

Hagerman, Inc.

10315 Allisonville Road

Fishers, IN 46038

(317)-577-6836

gdelagrang@hagermangc.com

Article 11

Bonds and Insurance

Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Design Builders Certificate of Insurance as attached in the Phase 1 Report.

- 11.1 **Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

(Check one box only. If no box is checked, then no bond is required.)

☐ Required ☒ Not Required

Payment Bond.

(Check one box only. If no box is checked, then no bond is required.)

☐ Required ☒ Not Required

11.1.1 Design Builder has not included Performance and Payment Bond. Reference add alternate within Phase 1 Report.

Other Performance Security.

(Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.)

☐ Required ☒ Not Required

Article 12

Other Provisions

- 12.1 Other provisions are as follows:

- 12.1.1 **Antidiscrimination Provisions:** As required by Indiana Code Section 5-16-6, as amended; Design-Builder agrees;

- 12.1.1.1 That in the hiring of employees for the performance of Work under this Contract, or any consultant or subcontractor hereunder, no contractor or consultant or subcontractor, nor any person acting on behalf of such contractor, consultant or subcontractor, shall, by reason of race, religion, color, sex, veteran status, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified to, and available to perform the Work to which the employment relates;
- 12.1.1.2 That no contractor, consultant, subcontractor or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the Work under this Contract on account of race, religion, color, sex, veteran status, national origin or ancestry;
- 12.1.1.3 That the Design-Builder and all of its consultants and subcontractors shall adhere to the Owner's non-discrimination policies;
- 12.1.1.4 That there may be deducted from the amount payable to the Design-Builder by Owner a penalty of five (\$5.00) dollars for each individual for each calendar day during which such individual was discriminated against or intimidated in violation of the provisions of this Contract; and

- 12.1.1.5 That this Contract may be cancelled or terminated by Owner for cause, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this Section of the Contract.

12.1.2 E-Verify Provisions

- 12.1.2.1 As required by Indiana Code Section 22-5-1.7, as amended; Design-Builder will enroll in and verify the work eligibility status of all newly hired employees through the federal E-Verify program for as long as the program remains in existence.
- 12.1.2.2 Design-Builder will sign the Owner's E-Verify affidavit to this effect, as well as certify that the Design-Builder does not knowingly employ an unauthorized alien.

- 12.1.3 **Anti-Nepotism:** Design-Builder is aware of the provisions under Indiana Code §36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Design-Builder certifies that none of the owners of Design-Builder is a relative of any elected official of Warsaw Community Schools.

- 12.1.4 **Investment Activity:** Pursuant to Indiana Code §5-22-16.5, Design-Builder certifies that Design-Builder is not engaged in investment activities in Iran.

12.1.5 Standard of Care

- 12.1.5.1 Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

12.1.6 Final Resolution of Claims

- 12.1.6.1 Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in Hamilton County, Indiana.

12.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Basis of Design Documents (at the time of authorization for Phase 2 Services)

Exhibit B – Scope of Services

Exhibit C – Design-Builder's Approved Phase 1 Report (at the time of authorization for Phase 2 Services)

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract"), as amended.

Insurance Exhibit (With Phase 1 Report)

Permits Exhibit (at the time of authorization for Phase 2 Services) (With Phase 1 Report)

Contract Price Amendment, (at the time of authorization for Phase 2 Services).

Signature Page

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

Hagerman, Inc. _____
(Name of Design-Builder)

(Signature)

Bradley M. Smith
(Printed Name)

President _____
(Title)

Date: _____

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