



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_09_27_2023

Wednesday, September 27, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 27, 2023 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:

Minutes – August 23, 2023

Documents: [August 23, 2023 Minutes](#)

Contracts/Agreements

Action Item #2:

**NX Westfield MOB, LLC & City of Westfield – Grand Millennium Medical Office Building
- Road Impact Fee Installment Agreement**

Documents: [Road Impact Fee Installment Agreement](#)

Action Item #3:

**Westfield Police Headquarters Project - Memorandum of Recommendation –
Skender/Garmong Developer Team**

Documents: [Memorandum of Recommendation](#)

Action Item #4:

Citizens Wastewater of Westfield, LLC & City of Westfield – Utility Easement Agreement

Documents: [Utility Easement Agreement](#)

Action Item #5:

Studio Axis & City of Westfield - Architect, Design, & Engineering - New Station 84

Documents: [Draft Recommendation](#) | [Studio Axis Agreement](#)

Action Item #6:

Panhandle Eastern Pipeline Company & City of Westfield – 161st & Oak Roundabout – Letter of No Objection

Documents: [Panhandle Letter of No Objection](#)

Change Orders

Action Item #7:

2023 Striping Project – Change Order #1

Documents: [Change Order - 2023 Striping Project](#)

Request for Proposals/Qualifications

Action Item #8:

Westfield Police Headquarters Project - Veridus Group - Proposal Letter

Documents: [Veridus Group Proposal Letter](#) | [Everify Nondiscrimination Nonappropriation](#)

Quotes

Action Item #9:

Insane Impact – Parks Department – Single Sided 17’x 10’ Mobile LED Trailer

Documents: [Mobile LED Trailer Quote](#)

Consent Agenda

WPD Vehicle Disposal

Documents: [Vehicle Disposal List](#)

WPD – Approval to Hire Officers: Bradley Robins, Nicholas Miller, & Casey Thifault

September Bond Information

Documents: [Bond List - September](#)

Department Reports

Fire

Documents: [August Report](#)

Police

Documents: [August Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 23, 2023

The Westfield Board of Public Works and Safety met on August 23, 2023, in the City Hall Assembly Rm. Jim Ake, and Larry Clarino were present. Kim Strang, Deputy Clerk was present and Chou-il Lee attended virtually.

Jim Ake called the meeting to order at 1:01 PM

AGENDA ITEMS:

Action Item #1: Approval of Minutes from July 26, 2023

Larry Clarino made the motion to approve the minutes as presented. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: Shree Mounikrupa, LLC & City of Westfield-Holiday Inn Express & Suites-Road Impact Fee Installment Agreement

Michael Pearce stated this is a standard 5-year Road Impact Agreement.

Larry Clarino made the motion to approve the agreement as written. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

RESOLUTIONS

Action Item #3: City of Westfield & Lantern Commons Master Development Agreement

Eric Douthit with Church Church Hittle and Antrim spoke stating the developer is purposing to construct a multi-phase development with multi-family facilities, wellness, retail and restaurant improvements. The developer intends to make a capital investment of approximately \$76,184,722 but without the help of the City and the provision of economic development incentives (TIF, RIF, PIF revenue from the allocation area) the project will not move forward.

There were questions from the board concerning the increased traffic in this location and that for an undetermined length of time, there would be one access in and out of the development. Public Safety was the one of the biggest concerns.

Jim Crawford, Jim Treat, Eric Douthit, Johnathon Nail, Chief Roberts, and Chief Rush all gave input and answered questions of the board.

Jim Ake made the motion to approve the agreement. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

CONSENT AGENDA:

WPD-Vehicle Disposal

August Bond Information

Jim Ake made the motion to approve the consent agenda. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Roberts

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:56 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

NX Westfield MOB, LLC (the "Property Owner") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 17300 Westfield Boulevard, Westfield, IN 46074

Parcel No: 09-09-01-00-00-006.001

Section 2. **Improvement Location Permit No.:** 23-C-023-1342 (the "ILP")

Builder/Contractor: Summit Construction

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$579,566** on September 20, 2022, attached hereto as Exhibit B (22-RIFA-18) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$162,278.48.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge three percent (3%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning October 15, 2024 and every year thereafter, in accordance with the following:

Issuance of ILP:	\$162,278.48
October 15, 2024:	\$112,261.52
October 15, 2025:	\$112,261.52
October 15, 2026:	\$112,261.52
October 15, 2027:	\$112,261.52
Total Road Impact Fee:	\$611,324.56

- G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection there under.

Section 4. Binding on Successors and Assigns:

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. Effective Date:

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. Recording:

The undersigned hereby authorizes the Westfield Economic and Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. Enforcement:

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

NX WESTFIELD MOB LLC (the "Property Owner")
a Delaware limited liability company

By: HSRE-Westfield XIX, LLC, a Delaware limited liability company, its
Sole Member

By: NX Westfield MOB Holdco LLC,
a Delaware limited liability company,
its Member

By: NexCore Westfield Holdings LLC, a
Delaware limited liability company, its Managing Member

By: NexCore GP Equity Manager LLC,
a Delaware limited liability company,
its Manager

By: NexCore Development LLC,
a Delaware limited liability company,
its Managing Member

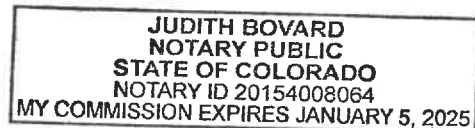
By: NexCore Real Estate LLC,
a Delaware limited liability company,
its Managing Member

By: NexCore Companies LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: Robert Lawless
Title: Chief Financial Officer
Date: September 19, 2023

Before me the undersigned, a Notary Public in and for said County and State,
personally appeared the above party, who having been duly sworn acknowledged
the execution of the foregoing instrument.


SIGNATURE OF NOTARY PUBLIC



State of Colorado, County of Denver, SS: 524-70-1584

Subscribed and Sworn before me this 19th day of September, 2023

Printed Name of Notary Public Judith Bouard

My Commission Expires January 5, 2025

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce

Prepared by: Michael Pearce, P.E.
2706 E. 171st Street
Westfield, IN 46074

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY

Larry Clarino

Date: _____

Jim Ake

Date: _____

Andy Cook

Date: _____

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP OF HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 10 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 478.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS WEST 1093.65 FEET TO THE POINT OF BEGINNING AND THE EAST RIGHT-OF-WAY FOR U.S. HIGHWAY NO. 31; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 583.79 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 57 SECONDS EAST A DISTANCE OF 336.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 03 SECONDS EAST A DISTANCE OF 426.55 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS WEST A DISTANCE OF 51.13 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST A DISTANCE OF 158.98 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS WEST A DISTANCE OF 284.05 FEET TO THE POINT OF BEGINNING, CONTAINING 4.32 ACRES, MORE OR LESS.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 22-RIFA-18
 Estimate Date: 09/20/22
 Assessment Performed by: Lauren Gillingham
 (I.C. 36-7-4-1321 and City Ordinance No. 17-43)



Property Information:	Applicant Information:
Property Description:	Name: Jay Jones
Parcel: 09-09-01-00-00-006.001	Address: 8888 Keystone Crossing STE 1300
Address: Approx. 535 Park St	Indianapolis, IN 46240
	303-244-0700
	Email: jay.jones@newkoregroup.com

Development Information:

Existing: 9500 sq ft industrial/warehouse
Proposed: 60,000 square foot surgery and imaging center
 4.32 acres

Zoning: Grand Millennium PUD

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 10th Edition).

Land Use Code:	Medical-Dental Office Building (720)
Independent Variable:	60,000 square feet
Weighted Trip Average:	34.82 per 1,000 Square feet (average weekday 24-hour trip rate)

Trips:

A "trip" is a single or one direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24 hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass by trips into consideration.

Calculation:

Trips:	Square feet	Variable	Trip Average		
	60,000	/ 1,000	x 34.82	=	2,089.20 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:				0% pass-by trip reduction %
					0.00 pass-by trips
Credits:	84,000 sq ft of Manufacturing demolished:				368.42 structure demolition credits
	Total net trips:				1,719.78 24-hour trips

Road Impact Fee: \$337 per trip (effective 01/01/2022 through 12/31/2022)

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip		road impact fee	pass by trip discount	redevelopment credits	
2,089.20	x \$337	=	\$ 704,060	- \$ -	\$ 124,495	= \$ 579,565

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.

MEMORANDUM OF RECOMMENDATION

The Westfield Police Headquarters Project Construction Committee ("Committee") hereby approves this Memorandum of Recommendation to the Board of Public Works to memorialize their recommendation that Skender/Garmong Developer Team be selected as the developer for a new Westfield Police Headquarters Project ("Project").

The Committee reviewed the proposals and qualifications submitted in response to a certain Request for Proposals/Qualifications ("RFPQ") through a Build-Operate-Transfer ("BOT") Process. The Committee followed all notification and RFPQ requirements under IC 5-23.

The Committee completed the RFPQ review process and received several inquiries and ultimately received eight proposals. After an extensive review and scoping process with respect to the Project, the Committee recommends Skender/Garmong as the developer for the Project. This recommendation is based on their extensive experience with the BOT process and past projects procured under state law, the good and workmanlike manner in which they have completed previous public construction projects according to their references, and their team's knowledge of construction and budgeting of public works projects. Further, their proposal indicated a zero cost scoping period for the project.

WHEREFORE, the undersigned, in their capacity as the RFPQ Review Committee hereby recommend that Skender/Garmong developer team be selected as developer for the Project.

Dated this _____ day of _____, 2023.

Westfield Public Safety Project – Construction Committee

- Chief Joel Rush
- Assistant Chief Jordan
- Jeremy Lollar
- Jonathan Nail
- Scott Willis (Non-Voting Member)

CROSS REFERENCE: **PLAT:** Plat recorded as/at _____, recorded _____ in
the office of the Recorder of Hamilton County, Indiana

DEED: Deed recorded as/at _____, recorded _____ in
the office of the Recorder of Hamilton County, Indiana

Project Information:

Project Name _____ **Water** Sytem

Job # _____ Easement # _____

State Parcel # _____

County Parcel # _____

Hamilton County _____ Township

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into
this ____ day of _____, ____ by and between _____

_____, and _____ heirs, successors and
assigns (collectively, the "**Grantor**"), and CITIZENS WASTEWATER OF WESTFIELD, LLC,
and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of \$10.00
and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor
and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a
perpetual non-exclusive easement and right of way in, on, along, under and over that certain real
property of Grantor being more particularly described in the attached Exhibit A (the "**Easement
Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use,
maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and
remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other

regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. Temporary Construction Easement: Grantor also hereby grants to Grantee a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials, but only to the extent reasonably necessary for Grantee's full use and enjoyment of the rights granted under this Agreement; provided that the foregoing temporary easement rights shall be exercised and used in such a manner as not to cause unreasonable damage or destruction to Grantor's property. Grantee agrees to provide reasonable prior written notice to Grantor of any intended exercise of the rights granted in this Section 2 of this Agreement.

3. Grantor's Rights and Obligations: Subject to the express limitations in Section 3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than **12 inches** without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than **12 inches**.

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within **10 feet** to either side from the centerline of the Utility Facilities.

4. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property.

b. Except as stated in Section 4(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

c. Grantee agrees to bury all mains, lines and/or pipes to such depths as are reasonably necessary to avoid interference with normal cultivation of soil. Any damage to lawns, growing crops, fences or tile of Grantor or tenants of Grantor, caused by Grantee in the original and future construction, maintenance, repair, modification, renewal or removal of the Utility Facilities shall be promptly paid or otherwise restored by Grantee as nearly as practicable to its original condition, provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. Upon completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee, including reseeding or resodding. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

5. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

6. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

7. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

8. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as _____ recorded on _____
_____ in the office of the Recorder of Hamilton County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is _____
recorded on _____ in the office of the Recorder of Hamilton County, Indiana.

9. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor:

If to Grantee:

Citizens Wastewater of Westfield, LLC
2020 N. Meridian St.
Indianapolis, IN 46202
Attn: Legal Dept

10. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations of Grantee under this Agreement. As used in this Agreement, "**Affiliate**" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, (ii) is under common control by an entity or public trust that owns or controls the majority of ownership interests in Grantee, or (iii) is under common control of The Department of Public Utilities for the City of Indianapolis, Acting by and through the Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Water System. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 9 of this Agreement shall be deemed to have been given to any Affiliate then-using the Easement Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Utility Easement Agreement to be effective as of the date first written above.

[Signatures appear on the following pages.]

GRANTOR

Legal Entity (if applicable): _____

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day _____, the
_____ of _____, who
acknowledged the execution of the above instrument to be her/his voluntary act and deed for and
on behalf of said company as said company's duly authorized representative.

Witness my hand and notarial seal, this _____ day of _____, 20____.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

[Signatures continue on the following page.]

GRANTEE

Citizens Wastewater of Westfield, LLC

By: _____

Printed: Edward J. Bukovac

Title: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day Edward J. Bukovac, the Vice President of Citizens Wastewater of Westfield, LLC who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this _____ day of _____, 20____.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by _____. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. _____.

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

DATED _____

Legal Description – Easement Property



September 6, 2023

City of Westfield
Chief of Staff, Jeremy Lollar
Assistant Chief of Police, Scott Jordan
2706 E 171st St
Westfield, IN 46074

Re: Owner's Representative Services for the Westfield Police Department Project

Dear Mr. Lollar and Mr. Jordan,

The Veridus Group, Inc., is pleased to provide the following proposal for the project management and owner representation services for the City of Westfield Police Department project located in Westfield, Indiana. We have prepared a scope of services based on our conversations, our understanding of the proposed project, and our experience with similar projects.

Veridus will provide the management services necessary to guide the City's Police Officials, Administrative Staff, and building committee through the relationships with the design and construction teams, and assist through the development of plans and specifications as well as the construction, for completion of the project as described in the Project Description below. We understand the City has determined to deliver the project through either the Indiana Code 5-23 delivery method, more commonly referred to as "Build, Operate, Transfer (BOT)". The City and Police department have recently completed the RFPQ process and selected Garmong/Skender as their developer team. We understand that the Cripe/Dewberry design team is nearing completion of the schematic design process and have submitted a design services proposal to continue their efforts into the next phases of design.

PROJECT DESCRIPTION

The City of Westfield's Police and Fire departments currently cohabitate a facility that they have quickly out grown. The City continues to see growth in population and development which will further drive the space and staffing needs of these critical public services. Due to these constraints and growth in population, the Westfield Police department is embarking on a project to create a new Police Department Facility to meet their current needs and provide space for continued growth.

PROJECT APPROACH

We would propose this work be completed in five phases. We have included a potential schedule for the project based on our conversations and an anticipated construction duration of approximately 17 months. The breakdown of the phases and the potential schedule is as follows (also see the included Project Approach document):

Phase I – Visioning / Due Diligence / Team Development / Conceptual Design / Site Selection

Complete

Phase II – Schematic Design and Design Development

Ongoing – December 2023

Phase III – Construction Documents and Bidding

December 2023 – May 2024

Phase IV – Construction

June 2024 – November 2025

Phase V – Commissioning and Closeout

December 2025 – November 2026

PROJECT SCOPE OF SERVICES

The following is a general scope of services we typically perform on projects within the phasing structure above. This is meant to be a representative list of the services we provide.

1. Pre-Construction Services (Phases I – III)

- A. Work with the Owner to identify project goals and create “guiding principles” for the future development of the project.
- ~~B. Work with the Owner to author the Request for Qualifications/Proposals for a “BOT” delivery method and navigate the solicitation, interviewing, and selection of qualified firms.~~
- C. Develop or confirm a collaborative document management system for the design and construction teams and establish a communication protocol.
- D. Work with Owner, and Developer to develop/confirm project development schedule.
- E. Work with Owner, A/E and Developer to develop overall pro-forma budget including breakout of construction and non-construction costs (soft costs including all misc. fees).
- F. Work with Developer throughout schematic design phase to validate or revise the project schedule and budget.
- G. Attend, participate, and document periodic design meetings.
- H. Review and comment on plans and specifications as they are developed.
- I. Conduct a Safety and Security analysis through a Crime Prevention Through Environmental Design (CPTED) review.
 - a. Site landscaping and hardscape review.
 - b. Building enclosure and hardened spaces review.
- J. Recommend design and construction alternatives. Lead the value engineering discussions with Developer to determine most viable and economic solutions.
- K. Assist in the coordination of the design and design review process.
- L. Assist with bidding and selection. Review bidding documentation to confirm conformity to State statutes.
- M. Analyze cost estimates and provide documented reviews.
- N. Assist in the coordination of the design and design review process.

- O. Communicate critical information to the appropriate City staff personnel and receive feedback for the design team. Communicate the response back to the project teams.
- P. Facilitate coordination between Public Safety, the Mayor, and Westfield City Staff.
- Q. Provide weekly updates to City representatives on pending action items.
- R. Work with City's communications staff on important information updates to the general public.
- S. Facilitate procurement of services outside of Developer if required.
- T. Assist City and Developer with determining options, evaluating options, and implementing temporary relocation of operations at alternative sites during construction if required.
- U. Other services as needed.

2. Construction Period Services (Phase IV)

- A. Assist City with internal and external communications to keep all stakeholders well informed regarding project status and any impacts to operations.
- B. Coordinate with the Developer to ensure all contractual requirements are met.
- C. Attend site meetings weekly and represent the Owner at these meetings, and prepare/coordinate complete and accurate minutes for such meetings.
- D. Tour the construction sites with the Developer (and Owner if desired) at least once per week to observe the progress and quality of construction.
- E. Perform periodic building envelope observations and make recommendations to the design and construction teams on opportunities and issues.
- F. Render advice and assistance to Owner in order to develop economic, efficient, and desirable design, development and construction procedures.
- G. Review and render advice to Owner concerning product samples and specifications provided to Owner by contractor, subcontractors, and material suppliers for use at the Project.
- H. Receive suggestions or recommendations from which could improve the Project or diminish construction time or costs through a standardized value engineering process.
- I. Review and track all necessary conditional and unconditional lien releases and waivers, and keep Owner informed of the status of all lien releases.
- J. Review all change orders issued by Developer regarding the Project and render advice to the Owner about the form and content of such change orders in relation to the plans, specifications and the contract documents.
- K. Monitor the schedule and budget with relation to the requested change orders and prepare schedule and/or cost recovery plans to keep the project on budget and schedule.
- L. Review and make recommendations on all payment requests pursuant to the contract documents, Developer's agreements, or other consultants' agreements related to the Project.
- M. Identify possible payment defaults on the part of contractors, subcontractors, material suppliers or any party who may have lien rights against the Project.
- N. Perform periodic observations of the Project at least once a week, or as deemed necessary, to verify: (i) that the materials and labor being furnished are according to the plans, specifications and contract documents, (ii) that the work being billed for in each payment request is completed in accordance to the plans,

specifications and contract documents, (iii) that the contractor's time schedule is being maintained, as shown as attached to the construction contract, and (iv) that the costs are in line with the Owner's budget.

- O. Assist Owner and Developer in the preparation of punch lists for the Project, coordinate and assist Owner in scheduling the completion of all such corrective work and participate in all inspections.
- P. Monitor schedule and budget and provide regular updates to involved parties.
- V. Facilitate coordination between Public Safety, the Mayor of Westfield, and Westfield City Staff.
- Q. Provide weekly updates to City representatives on pending action items.
- R. Facilitate procurement of services outside of Developer, if required
- S. Other services as needed

3. Post-Construction Services (Phase V)

- A. Oversee the final building commissioning of all mechanical, electrical and plumbing systems.
- B. Oversee the final commissioning of the building systems.
- C. Coordinate the installation of any Owner Furnished Equipment
- D. Oversee the assembly of documentation for operations and maintenance manuals, as-built documents to include in a final digital project manual.
- E. Address critical warranty issues as they arise during the 12-month warranty period.
- F. Perform the warranty walk-through and punch list 11 months after substantial completion and make notification to the Developer of any outstanding warranty issues.

COMPENSATION

We are excited to help the City in the achievement of their goals and look forward to being an extension of your staff on a daily basis. Full payment of invoices is due within 30 days from invoice date. Below, is the fee amount for each Phase (based on our projected effort), along with an estimated breakdown of how we anticipate the fee schedule to be distributed over the life of the project. The actual schedule and breakdown of the fee is subject to change, with your approval, as the project scope, schedule, and level of effort is more clearly defined. The total sum of this contract will be to deliver the Westfield Police Headquarters project from start to finish (Visioning through closeout and warranty):

Owner's Representative Services – Phase I.....	Complete
Owner's Representative Services – Phases II – V	\$390,720
Reimbursable Expenses – Billed Not To Exceed	\$10,000



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,570	\$10,570	\$10,570	\$14,170	\$45,880
2024	\$14,170	\$14,170	\$17,370	\$13,620	\$13,620	\$13,660	\$13,660	\$11,910	\$11,910	\$11,910	\$11,910	\$11,910	\$159,820
2025	\$11,910	\$11,910	\$11,910	\$11,910	\$11,910	\$11,910	\$11,910	\$11,910	\$11,910	\$13,660	\$15,410	\$13,970	\$150,230
2026	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$3,250	\$8,370	\$8,370	\$0	\$34,790

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct cost on the monthly invoices.

- A. Reproduction services for plans and specifications
- B. Overnight postage, certified mail, and delivery services
- C. Permit or applications fees as paid by Veridus
- D. Project-related mileage at the current federal rate

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

Mr. Lollar and Mr. Jordan, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. If the terms of this proposal and the attached agreement are agreeable, we will schedule a kickoff meeting with your team and begin the work.

If you have any questions, please feel free to contact our office at (317) 598-6647 or call me directly on my cell number listed below.

Sincerely,

Marc Griffith
Veridus Group, Inc.
Vice President
513-276-3684

Accepted

Date



September 8, 2023

To: Board of Public Works and Safety
From: Chief Joel Rush
Reference: Vehicle trades and disposal

The Westfield Police Department is seeking approval to dispose of the vehicles noted below through dealership trades. The agency will utilize credit received through the disposals to purchase additional public safety vehicles.

<u>Vehicle</u>	<u>VIN</u>	<u>Color</u>	<u>Approximate Mileage</u>
2018 Dodge Durango	1C4SDJFTXJC194931	Gray	77,000



September 27, 2023

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:

- Lennar Homes of Indiana, LLC, Osborne Trails, Section 12, Bond #24269851, \$53,965.00, Erosion Control
- Raising Cane's Restaurants, LLC, Bond & Rider #SU1195656, \$21,822.35, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #1101834, \$6,930.00, Monumentation
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #1101835, \$38,799.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #1101836, \$326,541.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #1101837, \$229,595.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #1101838, \$58,823.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #1101839, \$155,155.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Westgate, Section 10, Bond #72BSBJA9191, \$43,635.00, Erosion Control
- Christopher Scott, Inc., Animal Eye Clinic, Bond #014246003, \$16,935.00, Erosion Control
- Christopher Scott, Inc., Animal Eye Clinic, Bond #014246005, \$32,373.00, Storm Sewer
- Herron Holdings, LLC, Urban Apples, Bond #100000164, \$511,442.67, ROW, Trail, & Erosion Control

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:

- Lindley Run Development, LLC, Lindley Run, Section 1, Bond #LICX1196015, \$154,614.46, Sidewalks & Trails
- West Fork Whiskey Real Estate JV, LLC, West Fork Whiskey, Bond & Rider #EACX4019709, \$359,148.09, Storm Drainage & Erosion Control
- Pulte Homes of Indiana, LLC, Bent Creek, Section 4, Bond #CMS341287, \$116,983.43, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 2, Bond #59BSBIP3079, \$95,713.00, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Amenity Area, Bond #0809463, \$21,226.70, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 2, Bond #SU1162080, \$51,872.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 3, Bond #024247493, \$44,088.00, Erosion Control

- Lennar Homes of Indiana, Inc., Osborne Trails, Section 4, Bond #SU1162052, \$15,783.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024250911, \$97,115.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 7, Bond #024250910, \$63,139.00, Erosion Control
- Menard, Inc., Menard Lot Expansion, Bond #107294437, \$14,113.77, Storm, Street/Curb, Trail & Erosion Control
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #SUR0076976, \$429,669.90, Streets
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #SUR0076978, \$101,384.34, Curbs
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #SUR0076977, \$453,206.88, Storm Sewers & Subdrains
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #SUR0076979, \$118,974.28, Common Sidewalks & Path
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #SUR0070768, \$46,128.13, Erosion Control
- Beazer Homes Indiana, LLP, West Rail, Section 1, Bond #60105896, \$123,726.00, Erosion Control
- Beazer Homes Indiana, LLP, West Rail, Phase 4, Bond #SU1169821, \$52,219.96, Erosion Control
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197670, \$170,797.00, Storm
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197669, \$86,658.00, Streets/Curbs
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197671, \$11,022.00, Sidewalks
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197672, \$26,994.00, Erosion Control
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197673, \$32,961.50, ROW Improvements
- CCD Harmony, LLC, Harmony, Section 7, Bond #LICX1193735, \$80,310.99, Erosion Control
- CCD Harmony, LLC, Harmony, Section 7, Bond #LICX1193734, \$60,800.85, Sidewalks
- CCD Harmony, LLC, Harmony, Section 7, Bond #LICX1193733, \$707,898.40, Storm
- CCD Harmony, LLC, Harmony, Section 7, Bond #LICX1193732, \$761,065.36, Streets/Curbs
- CCD Harmony, LLC, Harmony, Section 9, Bond #LICX1209847, \$49,866.89, Erosion Control
- CCD Harmony, LLC, Harmony, Section 9, Bond #LICX1209846, \$42,071.70, Sidewalks
- CCD Harmony, LLC, Harmony, Section 9, Bond #LICX1209845, \$295,677.80, Storm
- CCD Harmony, LLC, Harmony, Section 9, Bond #LICX1209844, \$314,809.00, Streets/Curbs

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:

- Lindley Run Development, LLC, Lindley Run, Section 1, Bond #LICX1977220, \$14,055.87, Sidewalk & Trail
- West Fork Whiskey Real Estate JV, LLC, West Fork Whiskey, Bond #EACX4031850, \$32,649.82, Storm Drainage & Erosion Control
- CCD Ackerson, LLC, Midland, Section 2, Bond #100113707, \$6,824.12, Sidewalks
- CCD Ackerson, LLC, Midland, Section 2, Bond #100113706, \$88,253.10, Storm
- CCD Ackerson, LLC, Midland, Section 2, Bond #100113705, \$88,912.49, Streets/Curbs
- Menard, Inc., Menard Lot Expansion, Bond #107770184, \$1,283.07, Streets/Curbs, Storm Sewer, Trail & Erosion Control
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #EACX4030359, \$4,193.47, Erosion Control
- M/I Homes of Indiana, L.P., Bonterra, Section 1, Bond #EACX4030358, \$6,286.50, Lime Stabilization
- Delello & Sons Asphalt Paving, Inc., Bonterra, Section 1, Bond #7670888, \$486.15, Asphalt Path
- Delello & Sons Asphalt Paving, Inc., Bonterra, Section 1, Bond #7670886, \$32,774.40, Streets
- Sitecrete, LLC, Bonterra, Section 1, Bond #30197378, \$19,547.00, Curb & Sidewalks
- United Infrastructure, LLC, Bonterra, Section 1, Bond #282266Y, \$41,201.00, Storm Sewer & SSD
- CCD Harmony, LLC, Harmony, Section 9, Bond & Rider #100154249, \$28,619.00, Streets/Curbs
- CCD Harmony, LLC, Harmony, Section 9, Bond & Rider #100188503, \$26,879.80, Storm Sewer
- CCD Harmony, LLC, Harmony, Section 9, Bond & Rider #100188505, \$4,533.35, Erosion Control
- CCD Harmony, LLC, Harmony, Section 9, Bond & Rider #100188504, \$3,824.70, Sidewalks
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188521, \$15,527.00, Storm
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188520, \$7,878.00, Streets/Curbs

- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188522, \$1,002.00, Sidewalks
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188523, \$2,454.00, Erosion Control
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188524, \$2,996.50, ROW Improvements
- CCD Harmony, LLC, Harmony, Section 7, Bond #100188528, \$7,301.00, Erosion Control
- CCD Harmony, LLC, Harmony, Section 7, Bond #100188527, \$5,527.35, Sidewalks
- CCD Harmony, LLC, Harmony, Section 7, Bond #100188526, \$64,354.40, Storm
- CCD Harmony, LLC, Harmony, Section 7, Bond #100188525, \$69,187.76, Streets/Curbs

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:

- Beazer Homes Indiana, LLP, West Rail, Phase 1, Bond #60137621, \$670.00, Common Area Sidewalks
- Sitecrete, LLC, West Rail, Section 1, Bond #30020236, \$8,005.00, Curbs & Common Area Sidewalks
- Rieth-Riley Construction Co., Inc., West Rail, Section 1, Bond & Rider #106763773, \$33,058.50, Local Streets, Multi-Use Pathways, & R/W Improvements, including 161st Street



**City of Westfield Fire Department
Board of Public Works & Safety Report
August 2023 Report**

Contact: Fire Chief

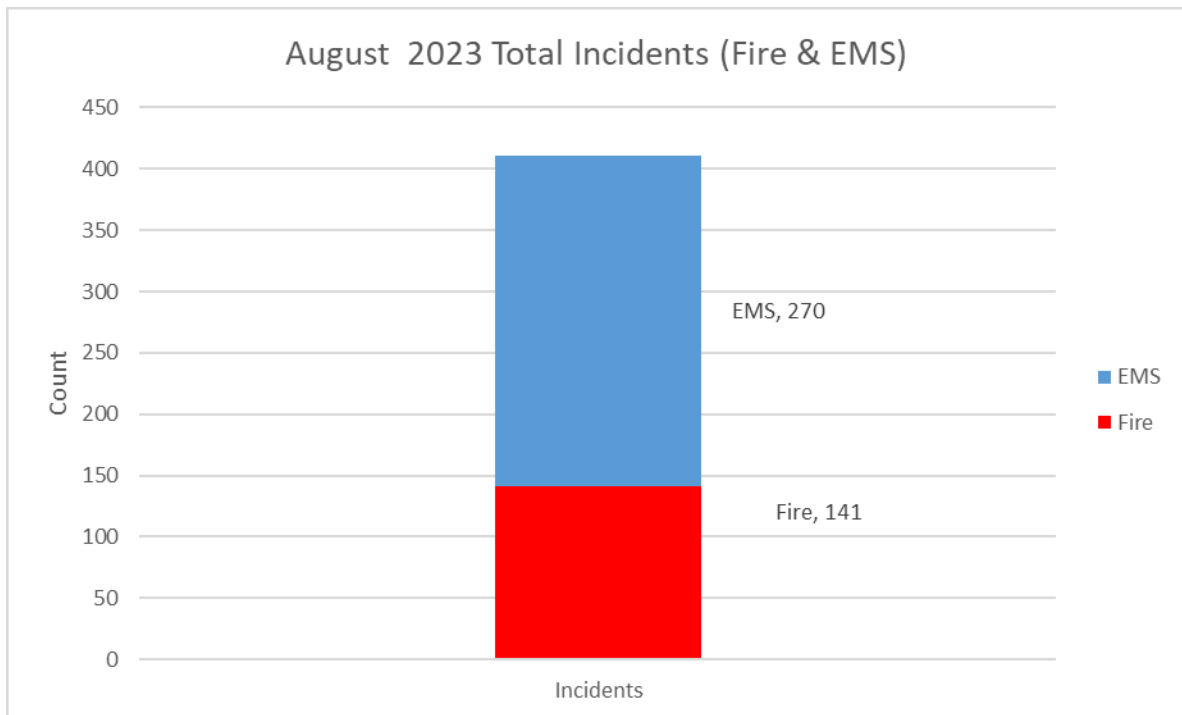
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire August 2023 Incident Statistics

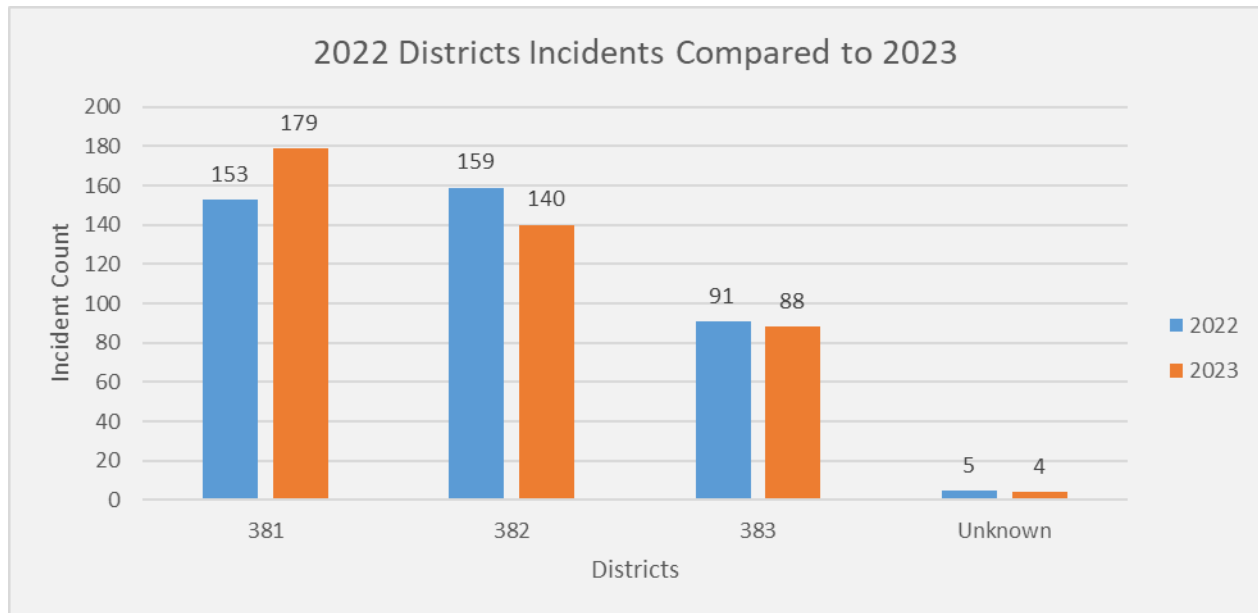


Incident Type	Incident Count	% of total Incident
Fire	141	34%
EMS	270	66%
Total	411	

Average 13.70 response per day. Average turnout time 1:12. And a total of 896 apparatus response.



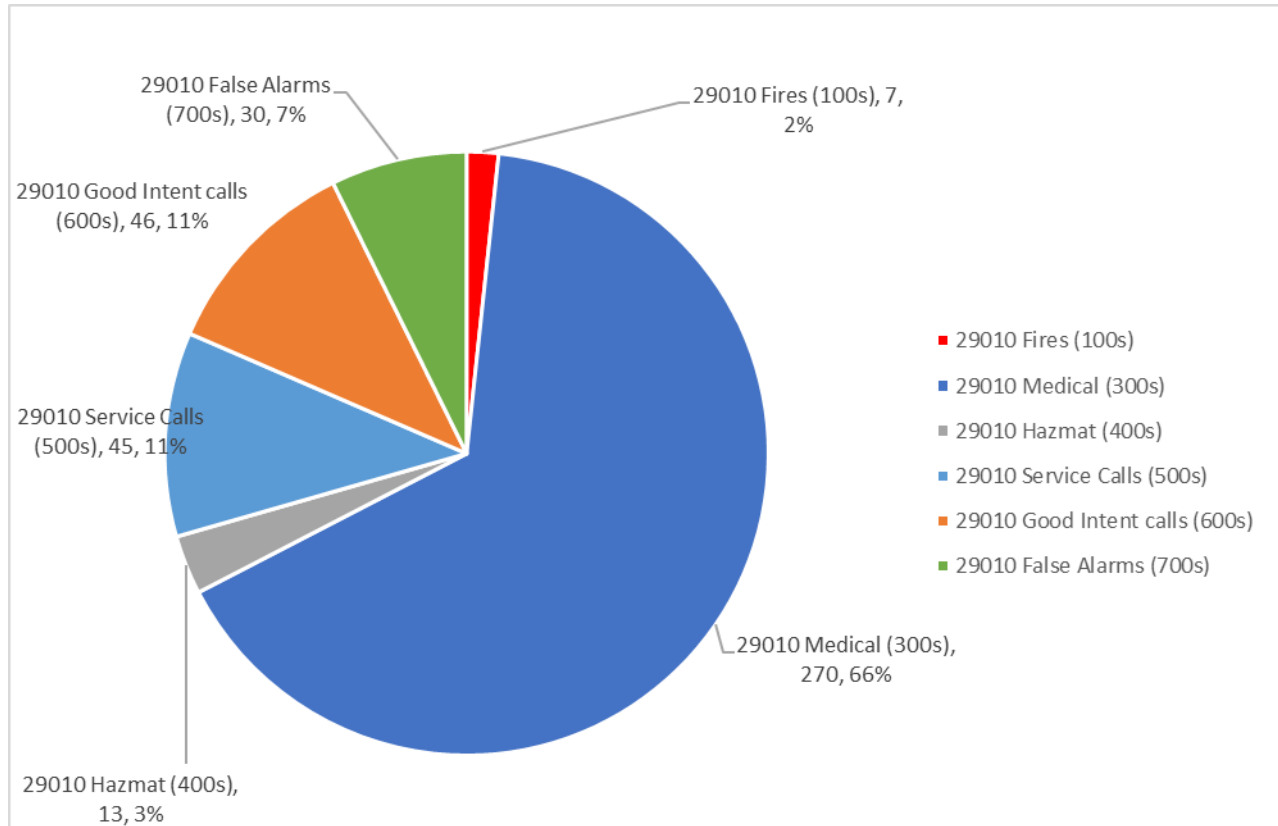
Westfield Fire August 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	153	179	26	17%
382	159	140	-19	-12%
383	91	88	-3	-3%
Total	403	407	4	0.99%



Westfield Fire August 2023 Incident Statistics

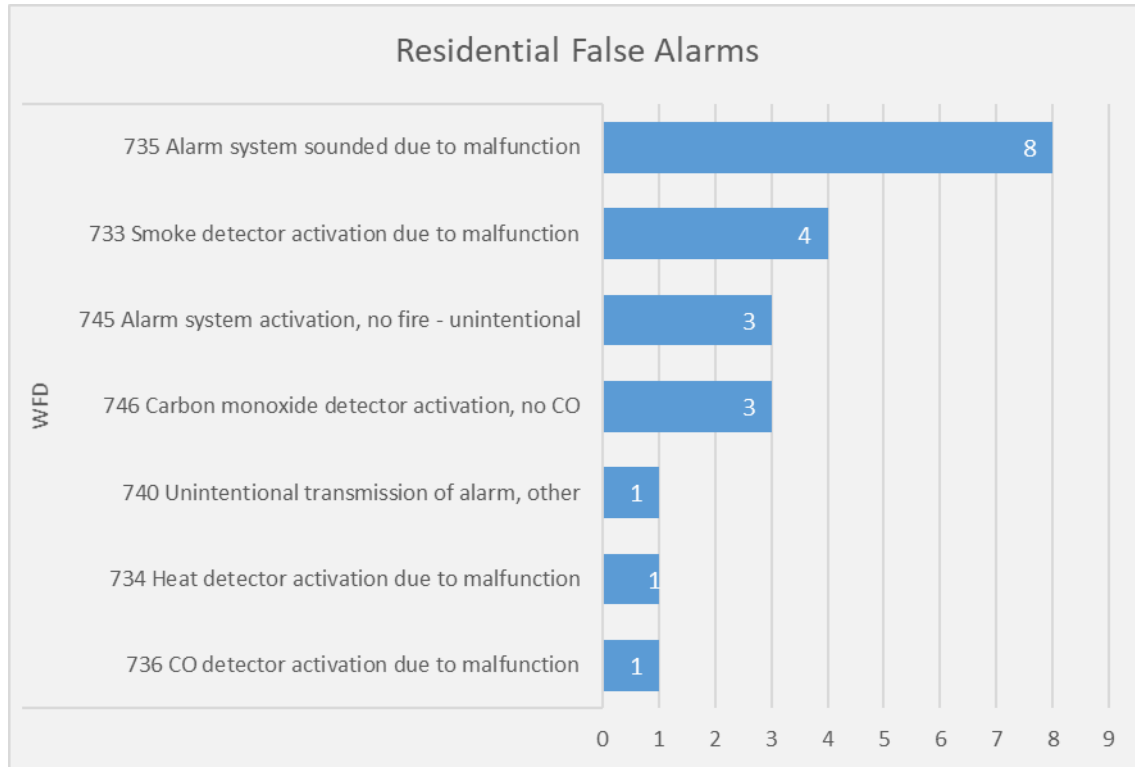


Call Type	Incident Count	% of total calls
Medical	270	65.69%
Good Intent	46	11.19%
Service Calls	45	10.95%
False Alarm	30	7.30%
Hazmat	13	3.16%
Fires	7	1.70%
Total	411	



Westfield Fire August 2023 Incident Statistics

False Alarm Calls

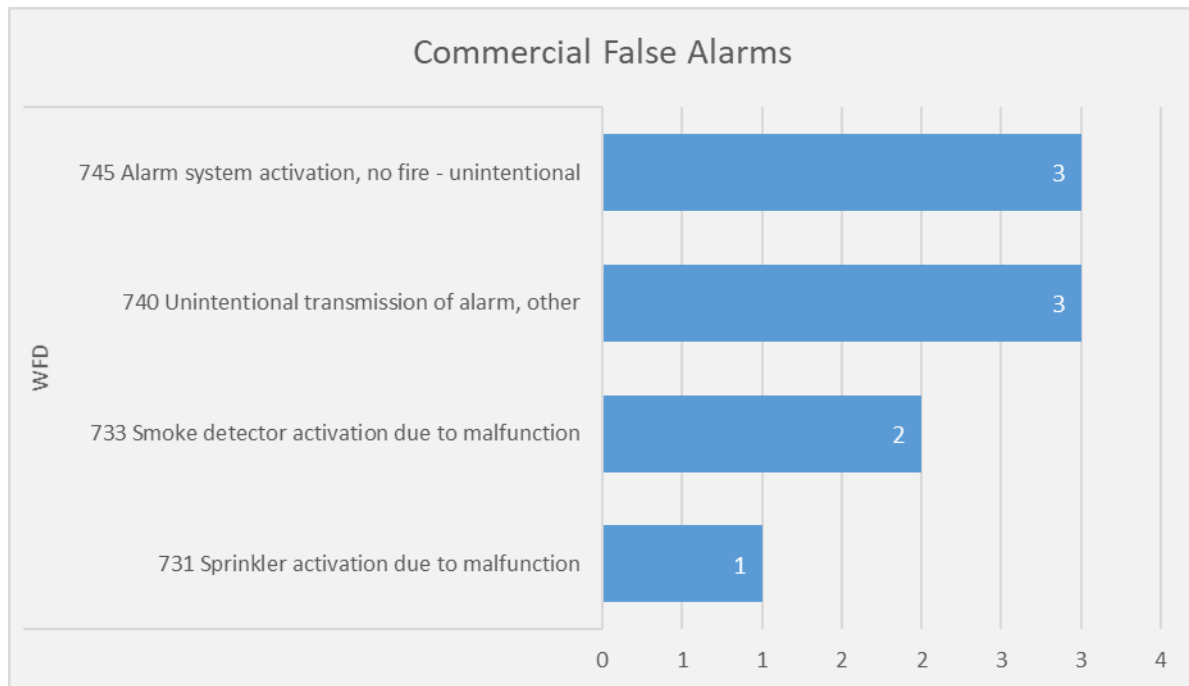


21 Residential Alarms



Westfield Fire August 2023 Incident Statistics

False Commercial Fire Alarm Calls

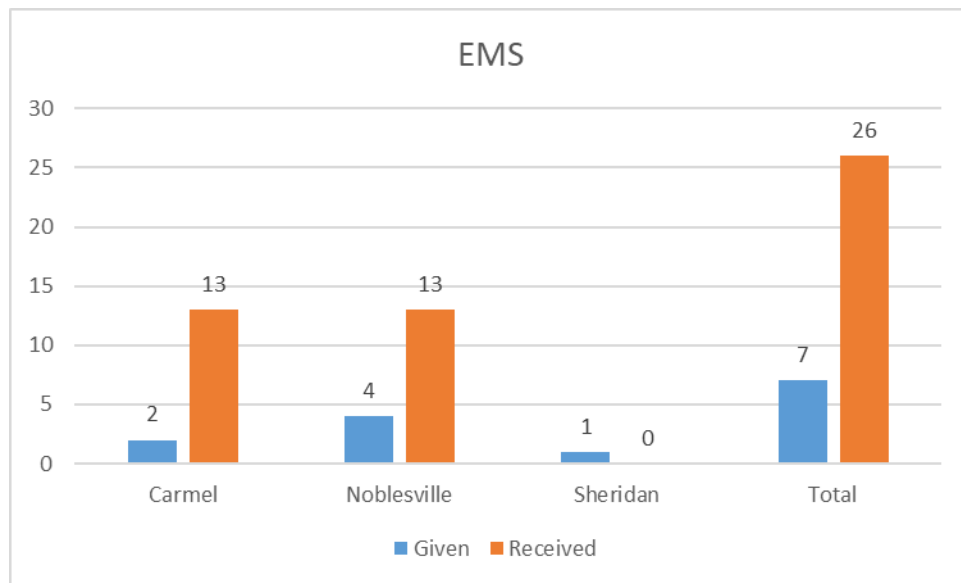


9 Commercial False Alarms



Westfield Fire August 2023 Incident Statistics

Mutual Aid data
EMS



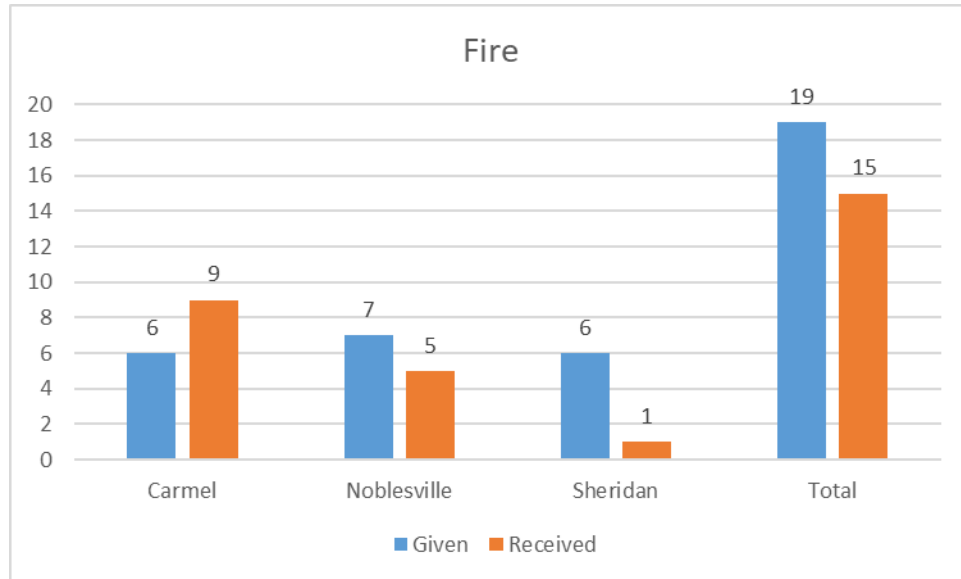
Total 26

	Given	Received
Carmel	2	13
Noblesville	4	13
Sheridan	1	0
Total	7	26



Westfield Fire August 2023 Incident Statistics

Mutual Aid Data Fire Incidents

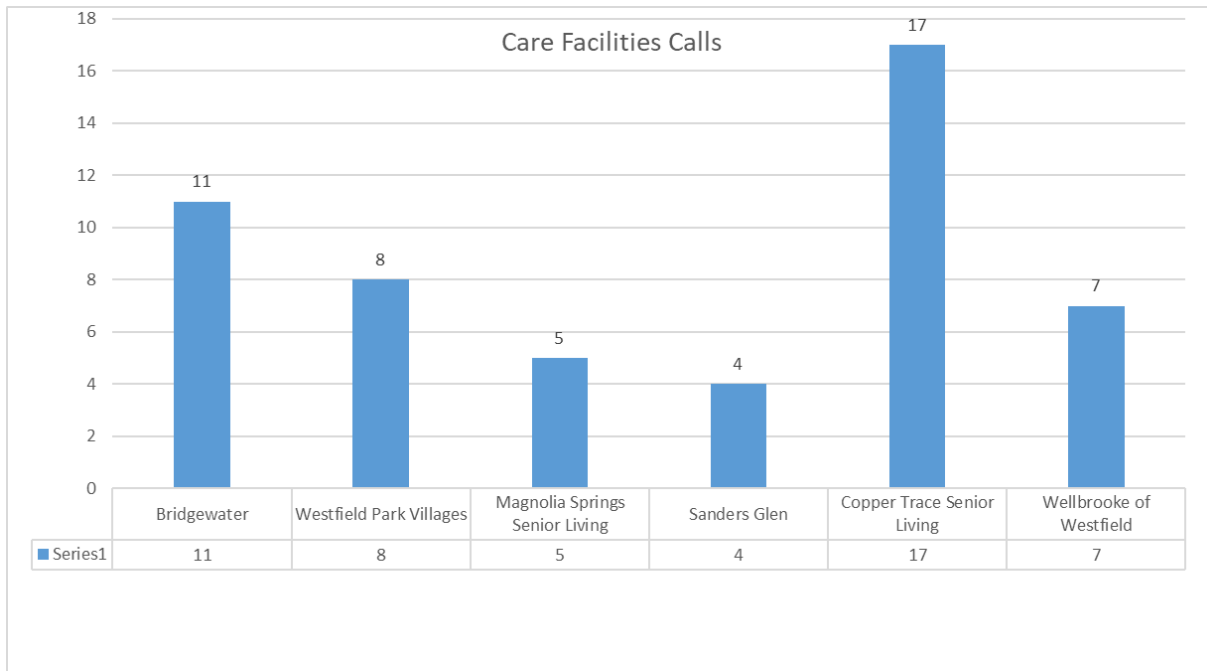


Total 32

	Given	Received
Carmel	6	9
Noblesville	7	5
Sheridan	6	1
Total	19	15



Westfield Fire August 2023 Incident Statistics Care Facility



14751 CAREY RD, Carmel	Bridgewater	11
776 N union	Westfield Park Villages	8
14901 Carey Rd	Magnolia Springs Senior Living	5
334 S Cherry	Sanders Glen	4
1250 W 146TH ST, Westfield	Copper Trace Senior Living	17
937 E 186	Wellbrooke of Westfield	7

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2023

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Total Accidents by Primary Cause	6
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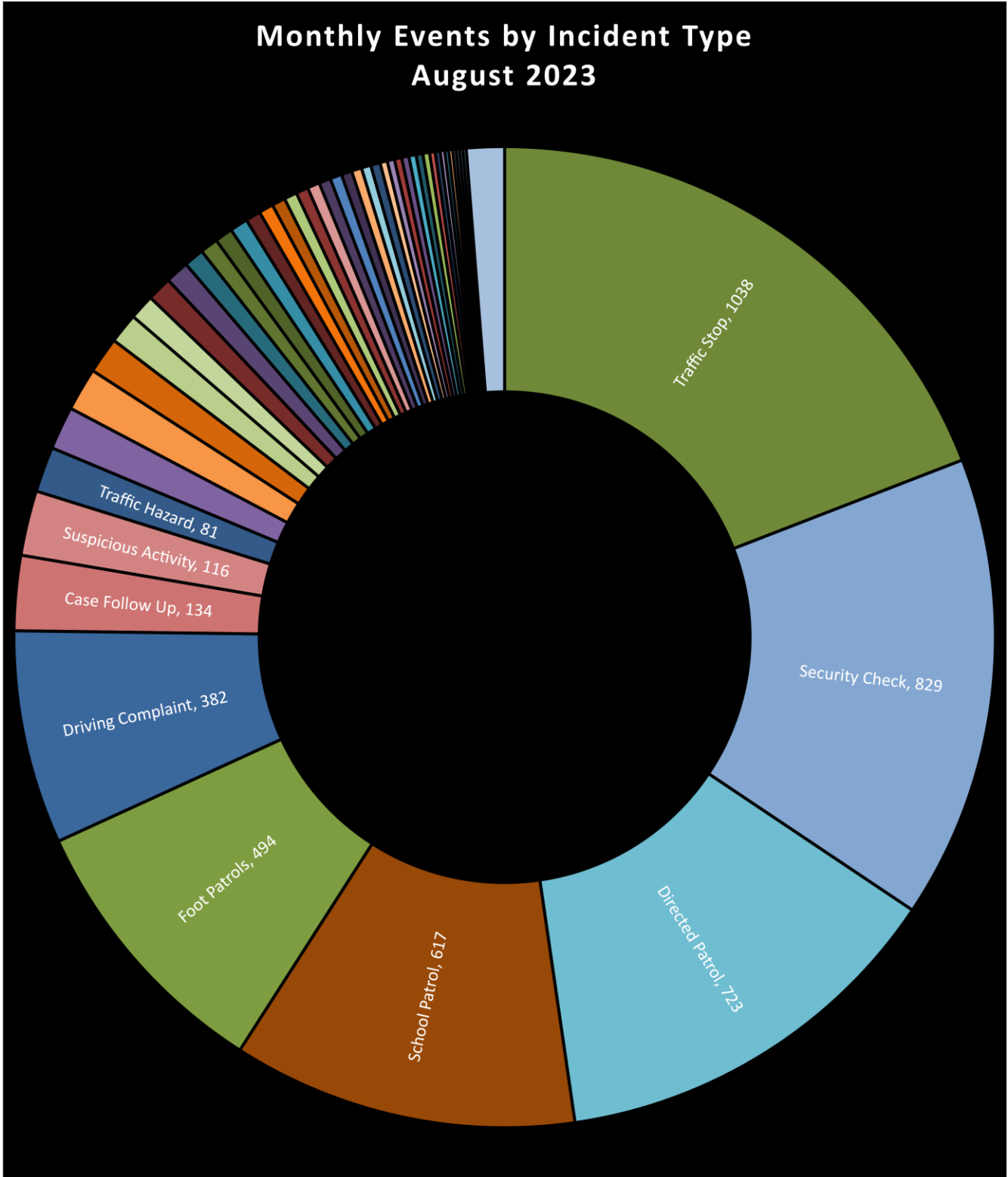
Westfield Police Department

August 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	21	Investigative Stop	3
Abandoned Vehicle	10	Juvenile Complaint	4
Abandonment	0	K9 Detail	1
Abuse / Neglect	4	Kidnapping	0
Accident - Hit & Run PD	12	Lock Out	45
Accident - Hit & Run PI	0	Loud Party	4
Accident - Other	3	Mental Emotional - Violent	6
Accident - Property Damage	77	Mental Emotial/Suicide Attempt	1
Accident - Personal Injury	13	Mental Person	17
Accident - Sinking Vehicle	0	Miscellaneous	13
Accident - Unknown	3	Missing Person	4
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	1	Nuisance	9
Alarm - Vehicle	0	Ordinance Misc.	27
Alarm - Burglar	77	Parking Complaint	32
Alarm - Hold Up	17	Physical Disturbance	19
Animal Bite / Attack	1	Product Contamination	0
Animal Complaint	44	Reckless Activity	1
Assist Fire	32	Road Rage	12
Assist Other Department	21	Robbery	1
Assist Public	36	Runaway	3
Battery	5	School Patrol	617
Bike Patrol	24	Security Check	829
Bomb Device Found	0	Sex Offense	5
Bomb Threat	0	Shooting	0
Burglary	6	Solicitor	0
Carjacking	0	Special Detail	1
Case Follow Up	134	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	23	Suspicious Activity	116
Criminal Mischief	13	Suspicious Package	1
Damage to Property	0	Suspicious Person	0
Death Investigation	0	Test	0
Directed Patrol	723	Theft	54
Disturbance	18	Theft - From a Vehicle	8
Domestic	0	Theft - of a Vehicle	5
Driving Complaint	382	Theft Shoplifter	0
Drug Complaint	13	Threat to Life	6
Drug Lab	0	Threatening Suicide	7
Escort	0	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	81
Fight	1	Transport	2
Firearms Shots Fired	4	Trespassing	22
Foot Patrols	494	Traffic Stop	1038
Found / Lost Property	13	Unknown Call for Police	3
Found Person	1	VIN Check	42
Fraud Prescription	0	Wanted	5
Fraud / Deception	32	Warrant Service	7
Harassment	26	Weapons Complaint	1
Intoxicated Person	6	Welfare Check	65
Investigation	22	Total	2312

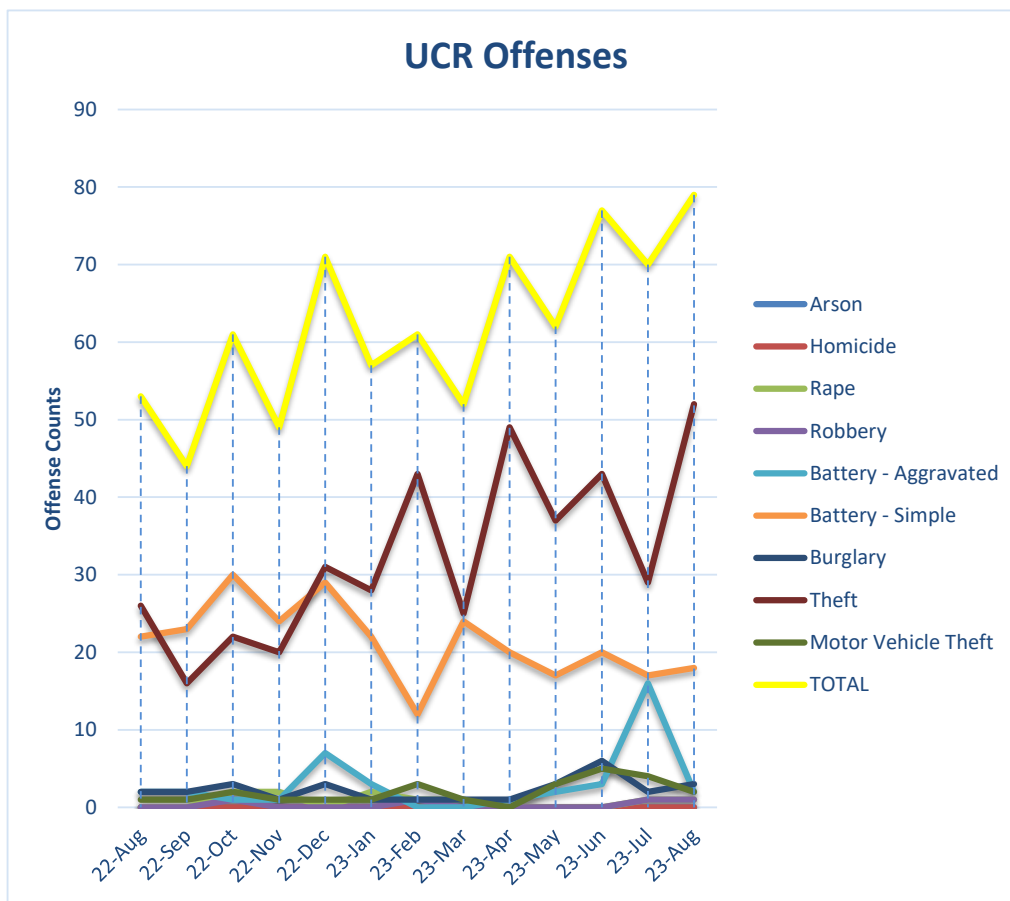
Westfield Police Department
August 2023



Westfield Police Department
August 2023

UCR OFFENSES

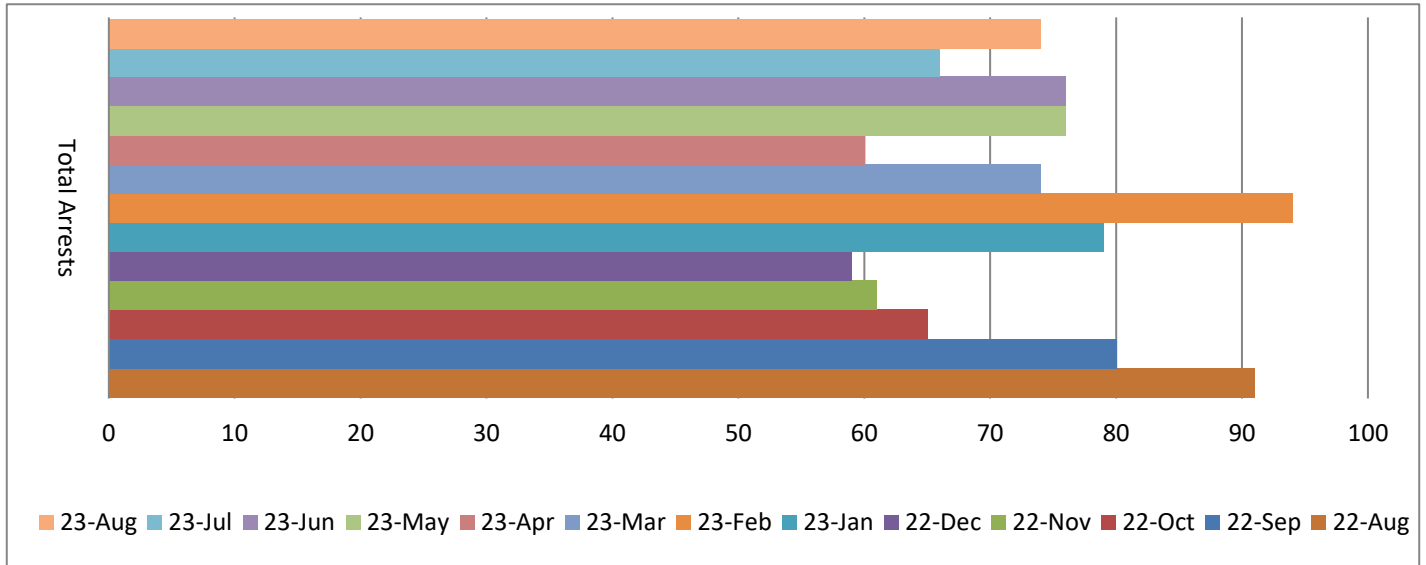
OFFENSE	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	2	2	0	2	1	1	0	0	0	1	1
Robbery	1	0	0	1	0	0	0	1	0	0	0	0	1	1
Battery - Aggravated	2	2	2	1	1	7	3	0	0	1	2	3	16	2
Battery - Simple	24	22	23	30	24	29	22	12	24	20	17	20	17	18
Burglary	4	2	2	3	1	3	1	1	1	1	3	6	2	3
Theft	35	26	16	22	20	31	28	43	25	49	37	43	29	52
Motor Vehicle Theft	1	1	1	2	1	1	1	3	1	0	3	5	4	2
TOTAL	67	53	44	61	49	71	57	61	52	71	62	77	70	79



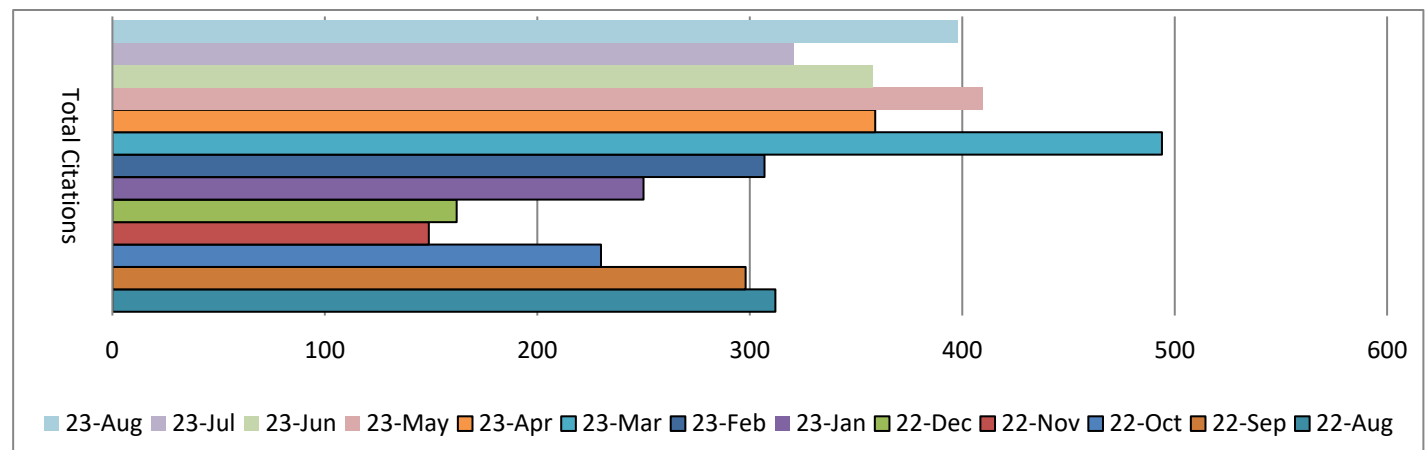
Westfield Police Department

August 2023

Arrest Reports Taken	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug
Alcohol/ Drug Related	35	28	21	23	20	27	16	16	12	16	17	20	13
Felony Charges	60	37	20	31	26	28	10	45	25	79	42	38	51
Misdemeanor Charges	114	101	85	83	65	98	82	82	76	84	80	91	79
Total Arrests	91	80	65	61	59	79	94	74	60	76	76	66	74

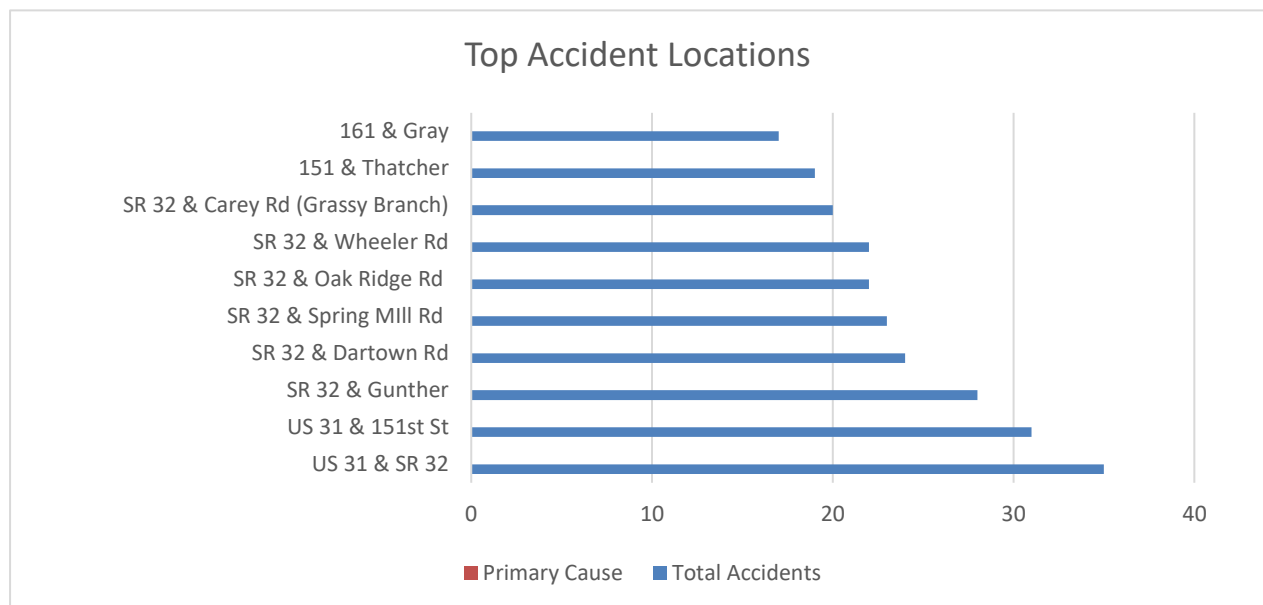


Traffic	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug
Total Citations	312	298	230	149	162	250	307	494	359	410	358	321	398
Total Written Warning	1442	1264	977	889	781	1130	1000	956	772	891	822	779	840
Total Traffic Accidents	84	71	94	65	77	67	54	74	59	83	92	72	76
Property Damage	69	62	82	58	64	60	43	64	48	71	83	59	65
Personal Injury	15	9	12	7	13	7	10	10	6	12	11	12	10
Fatality	0	0	0	0	0	0	1	0	1	0	0	1	1
Hit and Run*	5	7	8	10	8	10	6	11	5	7	18	8	7
*numbers included in property damage, personal injury, and fatality accidents													



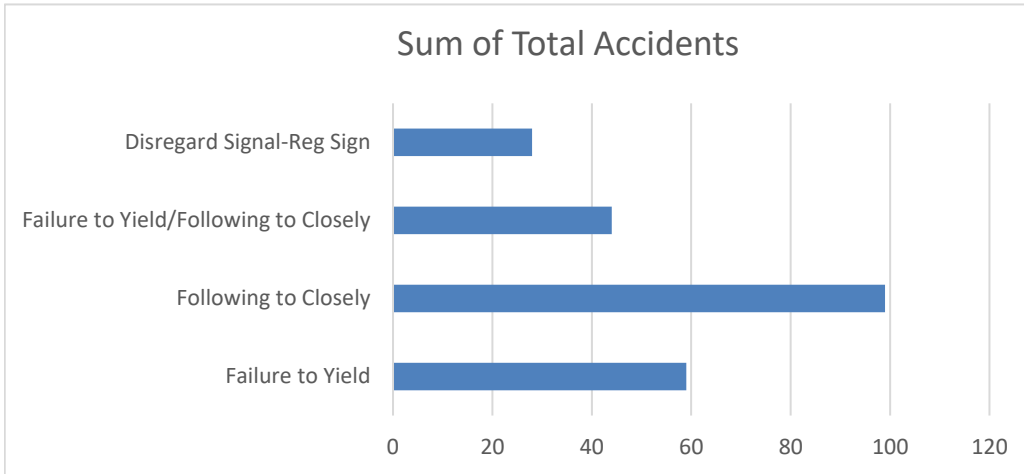
Westfield Police Department
August 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	35	Following too Closely
US 31 & 151st St	31	Disregard Signal-Reg Sign
SR 32 & Gunther	28	Following too Closely
SR 32 & Dartown Rd	24	Failure to Yield/Following too Closely
SR 32 & Spring Mill Rd	23	Following too Closely
SR 32 & Oak Ridge Rd	22	Failure to Yield
SR 32 & Wheeler Rd	22	Failure to Yield/Following too Closely
SR 32 & Carey Rd (Grassy Branch)	20	Failure to Yield
151 & Thatcher	19	Failure to Yield
161 & Gray	17	Failure to Yield Right of Way



Westfield Police Department
August 2023

Primary Cause	Sum of Total Accidents
Failure to Yield	59
Following to Closely	99
Failure to Yield/Following to Closely	44
Disregard Signal-Reg Sign	28



Westfield Police Department
August 2023

Community Events

8/2/23	Jake Laird Community Day / National Night Out
8/4/23	Wright's 360 Movement Academy - Community Heroes Camp
8/7/23	Jake Laird Memorial Golf Outing
8/16/23	Kimblewick Community Meeting
8/23/23	St. Maria Goretti Safe School

September 15th, 2023

City of Westfield
Attn: Michael Pearce
2728 East 171st Street
Westfield, IN 46074

Subject: Proposed 24" HDPE Storm Sewer Line Crossing
Zionsville 200/400 Lines; Tract ID: 44L/47L3
Hamilton County, Indiana
GPS: 40.022212, -86.116532

Dear City of Westfield,

As referenced above the proposed 24" HDPE storm sewer line ("R-41325 – Cross Section at Panhandle East Pipe", revised and received September 14th, 2023), referred herein as "Improvements", will cross Panhandle Facilities, as defined below, north of 161st Street and east of Oak Road in Westfield, Indiana. As you are aware, Panhandle Eastern Pipe Line Company, LP ("Panhandle") owns and operates a high-pressure natural gas transmission pipeline system consisting of large diameter interstate natural gas transmission pipelines, appurtenances and associated facilities ("Panhandle Facilities") within the proposed project limits. It is imperative the pipelines and all associated facilities are protected and meet federal safety guidelines; therefore, any encroachment into the right-of-way is a serious matter which must be reviewed and approved by Panhandle.

In accordance with the Improvements referenced above, Panhandle has no objection to the proposal, to the extent Panhandle's engineering and construction specifications are met and agreed to as listed below:

- 1) The City of Westfield shall provide a minimum forty-eight (48) hour notice to Panhandle prior to any installation, construction, excavation or demolition work on or within Panhandle right-of-way. The City of Westfield shall also call the appropriate ONE CALL or 811 prior to any excavation activities. A Panhandle representative must be present when any work is performed on or adjacent to Panhandle right-of-way. The onsite Panhandle representative will have the authority to shut down work by the City of Westfield or its contractors if any activities are deemed unsafe or noncompliant by the Panhandle representative. The Panhandle representative will be invited to participate in all project safety meetings held by the City of Westfield or its contractors.
- 2) Any change or deviation in the proposed work, which affects Panhandle right-of-way, excluding changes required by Panhandle, shall first be provided to Panhandle with

reasonable time to respond and consent before any work or activity shall take place on, in, over, under or through Panhandle right-of-way.

- 3) The City of Westfield or its contractors agree to conduct all activities and operations on, in, over, under, through or near Panhandle right-of-way in a manner that will not unreasonably interfere with Panhandle's operation or maintenance of its pipeline or pose a hazard to the pipelines.
- 4) The referenced crossing will be completed via open-cut trench installation with a minimum vertical clearance of twenty-one-inches (21") from the top of Panhandle's 400 Line to the bottom of the 24-inch storm drain, maintaining that distance or greater across Panhandle right-of-way.
- 5) Should the City of Westfield's onsite contractor run into Panhandle's inactive 200 Line, it is understood and agreed that removal of the line will NOT be Panhandle's responsibility.
- 6) Excavation equipment shall be equipped with a barred tooth bucket and side cutters removed when digging or excavating within Panhandle right-of-way. All excavation within 18-inches of the top, 36-inches from the side or bottom of any Panhandle pipeline facility shall be completed by hand. After the top of Panhandle Facilities are exposed, excavation up to 24-inches from the side or bottom of the exposed Panhandle pipeline facilities may proceed by mechanical means only if approved by a Panhandle Representative. All mechanical excavation performed within 24-inches of Panhandle Facilities will be performed parallel to the pipeline (i.e., track-hoe cannot reach over the pipeline to dig on the opposite side of the pipeline).
- 7) The contractor shall VERIFY that approaches to the pipelines are made so that the pipelines are exposed a minimum length of time.
- 8) The City of Westfield and its contractor shall ensure no loss of depth of cover over Panhandle right-of-way and or changing of grade within Panhandle right-of-way. The City of Westfield or its contractors will be responsible for repairing any settling or erosion due to encroachment activities occurring within Panhandle right-of-way.
- 9) At no time shall any vehicles or equipment cross over Panhandle Facilities without proper protection AND approval of an on-site Panhandle representative. Timber matting shall be required for all equipment crossings at designated locations occurring over Panhandle pipelines.
- 10) No improvements, except for those shown on the submitted plans, may be placed on, in, under, over or through Panhandle right-of-way.
- 11) The City of Westfield shall provide and install temporary construction fencing 50 feet parallel to Panhandle Facilities when requested by Panhandle.
- 12) No foreign structures, appurtenances or signage may be placed within Panhandle right-of-way, excluding requirements by Panhandle.

- 13) Should Panhandle, or its contractors, remove any portion of said Improvements in order to gain access to Panhandle Facilities for repair, maintenance, or for any other purpose whatsoever, or in exercising any rights granted by Panhandle easements, Panhandle may remove all or any portion of said Improvements; and, after Panhandle completes the work for which said Improvements were removed, the City of Westfield agrees to replace same at its sole cost and expense. Panhandle shall not be liable or responsible to the City of Westfield for any damage caused to said Improvements in the performance of the work or for any other reason associated with the Panhandle Facilities, except to the extent such damage results from Panhandle's gross negligence or willful misconduct.
- 14) No roto-mixing or vibrator machinery is allowed within Panhandle right-of-way.
- 15) No work may be scheduled outside of normal working hours (7:00am to 4:00pm), on weekends or on holidays. **All scheduling is dependent on the availability of an on-site Panhandle representative and subject to restrictions, revocations and limitations at the complete discretion of a Panhandle representative and/or supervisors referenced herein.**
- 16) Any on-site representatives and construction contractors shall have at least one (1) printed copy of this document at all times for the duration of the project.
- 17) Panhandle shall be reimbursed for all costs incurred to complete any Panhandle Facilities modifications (e.g., relays, relocations, coupling/weld reinforcements, bonds, test stations, line markers) including but not limited to: engineering, surveying, contract labor, materials, inspections, gas loss, administrative expenses and any other costs reasonably incurred directly or indirectly with respect to the work to be performed. Panhandle lead times for competitively bidding, permitting and material procurement (estimated at 120 days) will commence only after the Panhandle receives a fully executed reimbursable agreement. Seasonal demands for natural gas can preclude Panhandle from having outages of Panhandle Facilities during any unscheduled time frame in any given year.
- 18) Should any activity by the City of Westfield or its contractors result in damage to any Panhandle Facilities (including but not limited to pipeline coating) or the pipeline right-of-way, the total cost of the required repairs will be one hundred percent (100%) reimbursable to Panhandle including legal fees to compel such reimbursement.
- 19) The City of Westfield shall assume responsibility for the death of, or injury to, any persons whomsoever, and damage to any property whatsoever, including any costs, damage or expense incurred or sustained by Panhandle, attributable to the City of Westfield or its contractor's construction on or adjacent to Panhandle right-of-way, and against any and all such liability the City of Westfield agrees to release, indemnify, defend and hold Panhandle harmless.
- 20) This Letter of No Objection ("LONO") merely defines the terms by which Panhandle will not object to the proposed 24" HDPE storm sewer line crossing of Panhandle's 200 and

400 lines and the City of Westfield and its contractor's agreement to adhere to Panhandle's engineering and construction specifications described herein. The consent granted by this LONO shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of Panhandle under the provisions of its easements.

Please sign below acknowledging and accepting the requirements listed above. A change in the scope of work for the referenced proposal not specifically addressed above will require re-evaluation of construction activities.

If you have any questions, please feel free to contact me.

Sincerely,

Nate Carlson

Nate Carlson
Right-of-Way Representative
Panhandle Eastern Pipe Line Company, LP
O – 317.733.3266
C – 585.943.0459

Additional Panhandle Contacts:

Joel Norton–Operations Manager (317-733-3222)
Jessica Hunter–Pipeline Specialist (317-879-3039)
Mark Wood–Field Representative (317-989-3554)

Additional City of Westfield Contacts:

Michael Pearce–City Engineer (317-473-2917)
Dave Machala–Project Representative (317-281-9563)

SIGNATURES

PANHANDLE EASTERN PIPE LINE COMPANY, LP

CITY OF WESTFIELD

Jessica Hunter
Pipeline Specialist

Michael Pearce
City Engineer

Date

Date

REQUEST FOR ADDITIONAL WORK

CITY OF WESTFIELD, INDIANA

2023 Pavement Striping Project

Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

The Public Works Department of the City of Westfield, Indiana, contracted with Indiana Sign and Barricade (ISB) in June 2023 for striping services on various roads in Westfield. The original contract value was \$108,705.12.

After the initial contract was signed and work commenced, the Public Works Department determined additional roadways needed refreshed pavement markings due to the lack of absence of a striping project in 2022. As such, Public Works discussed the additional work with ISB and ISB agreed to honor their original bid prices on the additional quantities. The additional work, totaling approximately \$76,364.60 is shown in the attached spreadsheet. This additional cost will be taken from the Motor Vehicle Highway Fund.

Remainder of page left intentionally blank.

ADDITIONAL QUANTITY ITEMIZED PROPOSAL

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	0	\$0	\$0.00
2	MAINTAINING TRAFFIC	LS	0	\$0	\$0.00
3	LINE, PAINT, SOLID, YELLOW, 4 IN	LFT	185,000	\$0.18	\$33,300.00
4	LINE, PAINT, BROKEN, YELLOW, 4 IN	LFT	0	\$0.46	\$0.00
5	LINE, PAINT, SOLID, WHITE, 4 IN	LFT	110,000	\$0.18	\$19,800.00
6	LINE, PAINT, BROKEN, WHITE, 4 IN	LFT	0	\$0.45	\$0.00
7	LINE, PAINT, SOLID, WHITE, 6 IN	LFT	0	\$0.24	\$0.00
8	TRANSVERSE MARKING, PAINT, CROSSWALK LINE, 6 IN	LFT	0	\$2.19	\$0.00
9	LINE, REMOVE	LFT	0	\$0.79	\$0.00
10	LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN	LFT	0	\$5.55	\$0.00
11	LINE, THERMOPLASTIC, BROKEN, WHITE, 12 IN	LFT	0	\$11.09	\$0.00
12	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EA	45	\$214.00	\$9,630.00
13	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	1,200	\$10.01	\$12,012.00
14	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$10.01	\$0.00
15	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	70	\$23.18	\$1,622.60
TOTAL					\$76,364.60

Additional Work Approved By:

Jim Ake

Larry Clarino

Andy Cook



DATE 9/18/2023

QUOTE TO

City of Westfield, IN
Kayla Arnold
19000 Grand Park Blvd
Westfield, IN 46074
463-214-1928
karnold@westfield.in.gov

QUOTE FROM

Insane Impact
BJ Supple
2480 Berkshire Pkwy, Suite A
Clive, IA 50325
515.250.0854
bsupple@insaneimpact.com

Single Sided 17'x10' Mobile LED Trailer

Model	Cost	QTY.	Total
MAX 1710 Foot Print: 25' L x 8' W x 12' H Hydraulic lift: 360 rotation, 10' trim height Two 5.2k torsion axles with electric brakes Onboard storage box: measuring 36" x 27" x 31" Bulldog 4k electric tongue jack + four leveling jacks P.E. stamped: 45 mph wind rating Trailer weight: 8,500 lbs	\$115,000.00	1	\$115,000.00
LED Trailer Panels IP67 Rated Panels: 4.81mm 500x1000 Brightness: 7,000 nits Screen resolution: 1040x624p Operating life: 100,000 hours Spare parts including: modules, hubpacks, and data/power jumpers	included	1	
LED Trailer Production Box IP65 rated enclosure with exhaust fan: 30" x 30" x 34" 2U storage drawer Furman M-8Lx Merit X Series 8 outlet power conditioner Novastar VX600 LED controller 4x1 with audio extractor HDMI switch Patch panel – Includes 2 hdmi inputs, 1 sdi input, 1 sdi output Dell Inspiron 14 5000 laptop	included	1	
Optional add-ons Power: Battery + inverter package (10 hour runtime) Onboard power: PowerTech Pti-12SI diesel generator plus fuel tank Audio: Weatherproof audio package (see attachment) Internet: Starlink Flat High Performance Dish Custom trailer color Mag wheels upgrade	\$20,000.00 \$20,000.00 \$6,000.00 \$3,500.00 \$2,500.00 \$1,000.00	 1 1 1 	 \$20,000.00 \$6,000.00 \$3,500.00
11 Year parts/5 year on site LED Warranty 3 Year Trailer/Generator Warranty Electronics: Manufacturer warranty			
Quote Valid for 30 days Delivery: \$4.50 per Mile - 1 way Payment terms: 60% Down Payment upon PO / 40% due upon Delivery	SUBTOTAL SALES TAX DELIVERY & TRAINING TOTAL	 	\$144,500.00 \$0.00 \$2,100.00 \$146,600.00

Due to challenges in the global supply chain, and price increases for many raw goods and materials, we expect to have price increases in 2024. All pricing is subject to change.

Thank you for the opportunity to earn your business!

GKA Services, LLC

Kenneth L. Alexander

President & Owner

14732 Melbourne Court
Westfield, IN 46074
(317) 345-2245
purdueken@gmail.com

Jeremy Lollar, Chief of Staff

City of Westfield

2728 East 171st Street
Westfield, IN 46074
(317) 804-3195
jlollar@westfield.in.gov

Re: Westfield Fire Department Station #84

Mr. Jeremy Lollar,

A request for proposal (RFP) effort was issued to eight (8) design firms with expertise in fire stations and public safety facilities. Due to the nature of the construction and design industry, it was clear that many firms were not going to be able to respond due to current workload and our compressed schedule. We received interest from four (4) of the firms and RFP responses from three (3).

A selection committee was created including the Westfield Fire Chief, Deputy Chief and the Chief of Staff and reviewed the proposals and scored them with respect to their firm's background, team demographics, experience with fire stations, design team schedule and proposed fee. The selection teams scores were tallied and are provided below.

Design Team Responders	RFP Score	Proposed Fee
Studio Axis	183.5	\$ 459,650.00
DELV Design	182	\$ 506,100.00
DLZ Indiana, LLC	155	\$ 570,000.00

While all three firms were qualified and would have designed incredible projects, the selection committee clearly favored the responses of two firms – Studio Axis and DELV Design. The scoring for those two was very close and it was the desire of the committee to conduct an interview process to determine the winning team. The design team interviews were conducted on Monday, September 18th. After deliberations, the selection committee felt that there was no compelling reason to overturn the RFP response scoring which also favored the team with the lowest proposed fee.

Recommendation: It is the recommendation of the WFD Station #84 selection committee to award a design contract to the team led by **Studio Axis**. The contract is currently under review by City legal.

Thank you for trusting in GKA Services to provide preconstruction support for the new Westfield Fire Department station #84. Please contact me with any questions or comments.

Sincerely,

Kenneth L. Alexander



GKA SERVICES, LLC

 AIA® Document B101® – 2017**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 22nd day of September in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

STUDIOAXIS
618 E. Market Street
Indianapolis, IN 46202

for the following Project:
(Name, location and detailed description)

Westfield Fire Department - Fire Station no. 84

Westfield, IN

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The new fire station will be modeled after the existing Fire Station 83. The Owner will share copies of the design documents for Station 83 with StudioAXIS.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new Fire Station 84 is budgeted at \$7.5 million for overall costs and is anticipated to be approximately 12,000 square feet. The building program will be closely modeled after Station 83 and the Owner will share copies of the design documents with StudioAXIS. The Owner is still in the process of securing property for the new fire station and a specific location has not been provided. The construction delivery is anticipated to be either Construction Manager as Constructor (CMc) or Build-Operate-Transfer (BOT) with a decision to be made prior to the conclusion of schematic design. In addition, the Owner has contracted with an Owner's Representative to support the project prior to the selection of a construction partner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$ 7.5 million (hard & soft costs)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Conceptual Design: 5 weeks
Schematic Design: 6 weeks
Design Development: 6 weeks
Construction Documents: 9 weeks
Construction Administration 78 weeks

.2 Construction commencement date:

April of 2024

.3 Substantial Completion date or dates:

September of 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Construction Manager as Constructor (CMc) or Build - Operator - Transfer (B.O.T)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The Owner has not communicated any sustainable objectives at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

City of Westfield Fire Department Representative:

James Roberts

Deputy Fire Chief

jroberts@westfield.in.gov

Ken Alexander

GKA Services, LLC

Phone: (317) 345-2245

email: purdueken@gmail.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at time of the execution of this contract.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ashley Thornberry
STUDIOAXIS
618 E. Market Street
Indianapolis, IN 46202

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

HWC Engineering
135 N. Pennsylvania Street; Ste. 2800
Indianapolis, IN 46204

.2 Structural Engineer:

CE Solutions
8770 North Street; Ste. 100
Fishers, IN 46038

Init.

/

.2 Mechanical Engineer:

Circle Design Group
9229 Delegates Row; Ste. 150
Indianapolis, IN 46240

.3 Electrical Engineer:

Circle Design Group
9229 Delegates Row; Ste. 150
Indianapolis, IN 46240

§ 1.1.11.2 Consultants retained under Supplemental Services:

Geotechnical Engineer:
SME-USA
11800 Exit 5 Parkway; Ste. 106
Fishers, IN 46037

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Geotechnical Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 The architect shall provide, as part of Basic Services, a written program for the new fire station.

4.1.1.8 The architect shall provide, as part of Basic Services, all civil engineering design services for the new fire station.

4.1.1.9 The architect and civil engineering consultant shall provide, as part of Basic Services, all landscape design services for the new fire station.

4.1.1.10 The architect shall provide, as part of Basic Services, all architectural interior design services necessary for the new fire station

4.1.1.15 The architect and their engineering consultants shall provide, as part of Basic Services, as-designed record drawings that will include written change orders, architect's supplemental instructions, and field documented changes recorded by the Owner's general contractor after construction is substantially completed.

4.1.1.20 The architect and their engineering consultants shall provide, as part of Basic Services, coordination of the Owner's consultants.

4.1.1.21 The architect and their engineering consultants shall provide, as part of Basic Services, will work with the fire department's preferred vendor to coordinate and specify all infrastructure necessary for the installation of the Owner's telecommunication systems.

4.1.1.22 The architect and their engineering consultants shall provide, as part of Basic Services, will work with the fire department's preferred vendor to coordinate and specify all infrastructure necessary for the installation of the Owner's security system.

4.1.1.30 Geotech Engineering services are inclusive of Four (4) borings advanced to a depth of 20 feet each (building area). Four (4) borings advanced to a depth of 10 feet each (pavement areas). four (8) soil borings within the footprint of the building. Additional borings can be provided for an allowance of \$40/ft.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty (30) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed

with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Taft, by entering into this agreement with the Town, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Taft is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Taft states that it does not knowingly employ an unauthorized alien and further affirms that, prior to entering into the agreement with the Town, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

§ 10.11 Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this representation, the City's fiscal body should fail to appropriate sufficient funds to continue this representation, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of the representation during each budget cycle during the initial term or subsequent term of this representation. The City agrees to inform Taft in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

§ 10.12 Non-Discrimination. Consistent with Ind. Code §22-9-1-10, Taft agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

413,650

Fee Schedule:

Conceptual Design	39,000
Schematic Design	58,500
Design Development	58,500
Construction Documents	163,800
Bidding	11,700
Construction Administration	73,650
Geotechnical Services	8,500

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Design Services Contingency of \$28,500.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A mutually agreed upon amount per occurrence.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Conceptual Design	ten	percent	10	(%)
Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	forty	percent (	40	%)
Bidding Phase	three	percent (	3	%)
Construction Phase	seventeen	percent (	17	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
ARCHITECT:	
Principal	275/hour
Associate Principal	225/hour
Project Manager	185/hour
Project Architect	150/hour
Interior Designer	130/hour
Technician	110/hour
Architectural Associate	110/hour
Administrative	80/hour
CIVIL ENGINEER:	
Principal	230/hour
Project Manager	175/hour
Project Engineer I	145/hour
Project Engineer II	120/hour
Landscape Architect I	135/hour
Landscape Architect II	110/hour
Clerical Support	80/hour
STRUCTURAL ENGINEER:	
Senior Project Manager/Principal II	330/hour
Senior Project Manager/Principal I	300/hour

Senior Project Manager/Principal	258/hour
Senior Project Manager I	205/hour
Senior Project Manager	165/hour
Project Manager	142/hour
Senior Project Engineer	256/hour
Project Engineer	129/hour
Staff Engineer	123/hour
CAD/BIM Specialist/Designer	139/hour
CAD/BIM Technician/Drafter	123/hour
CAD/Technical Project Assistant	77/hour
Senior Administrative/Project Assistant	168/hour
Administrative/Project Assistant	117/hour
Clerical	99/hour
MECHANICAL/ELECTRICAL ENGINEER:	
Principal	225/hour
Director	200/hour
Senior Engineer/Project Manager	185/hour
Engineer	140/hour
Senior Engineer Designer	115/hour
Engineering Technician	100/hour
Administrative Coordinator	85/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.
Reimbursables are a not to exceed amount of \$11,500.00

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

3 % three percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A: StudioAxis' RFP response, dated August 21, 2023

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Jeremy Lollar, Chief of Staff
City of Westfield
(Printed name and title)



ARCHITECT *(Signature)*

Kevin Cooper, Partner
StudioAxis
(Printed name, title, and license number, if required)



About **STUDIO****AXIS**

STUDIO**AXIS** and their team have extensive experience in Civic Projects. We have designed over (50) public safety and municipal buildings from the Ohio River to Lake Michigan as well as many municipal buildings throughout Northwest, Central Indiana and Southeast. Our experience shines through in the way we work with the Leadership of the City and the Fire Department to design practical and efficient solutions with Award-winning results.

STUDIO**AXIS** is a group of architects, designers, urbanists, interior designers, and researchers. Founded in 1995 in Indianapolis, Indiana, our Studio’s core purpose is to elevate design through collaboration and innovation. We leverage the extent of our team’s talent and entrepreneurial spirit to inspire innovation. Our process is collaborative, fostering engagement at all levels of our practice. Together, we work with a set of principles to create timeless architecture and interior environments.

We believe that the work we create must be of its Time, of its Place, and of its Patron. Of its Time is driven by building performance and sustainability, it is determined rationally and can adapt to the needs of tomorrow. Of its Place embraces the issues of society, the ethos of a particular culture and for the people that experience the work from inside and out. Of its Patron involves the making of an identifiable brand that can influence form, space, and the interrelationships of people within the built environment. This is how we define a timeless body of work.

Our work ranges from the design of urban places and master planning to a broad range of building typologies that include corporate headquarters and campus environments, civic and government buildings, workplace consultancy and interior environments, retail and entertainment venues, exhibition, and experimental spaces, low to high-rise residential projects, higher education, aviation and transportation facilities, and health & wellness environments.

STUDIO**AXIS**’s work has been recognized with the profession’s top accolades earning international recognition from distinguished institutions nationally and internationally winning over 130+ design awards across the globe. Our work has been widely published on the international scene earning respect from our clients, our colleagues, our consultants, and our friends.

Our design evolves through a collaborative process where our client is an integral component of a talented and diverse group of individuals with international expertise + local knowledge and includes some of the leading consultants of our time. Along with state-of-the-art drawing, modeling, and rendering platforms, our studio’s vision is to communicate the craft of making architecture and interior environments that inspire, engage, and empower. Design, when approached with a purpose, provides tools that have the power to create a better world, strengthen communities, and be a catalyst for empowerment. We design experiences and physical forms that create successful, long-term partnerships with our clients.

Project Approach

Approach to Working with Construction Manager:

Bringing a Construction Manager on board early in a project is an effective strategy for minimizing scheduling and cost risks. By involving a CM from the outset, they gain insight into the client’s or architect’s perspective, providing a better understanding of the project’s design and functionality. This allows the design team to have a clearer idea of the project’s estimated cost, enabling them to modify the project’s direction to fit within the budget or to prepare the client for the actual cost. CM are invaluable in terms of managing the schedule and constructibility of a project, as they can accurately predict the duration and necessary phasing. **STUDIO****AXIS** has successfully collaborated with both Construction Manager as Advisor (CMa) and Construction Manager as Constructor (CMc) on numerous projects, such as the Margerum City Hall renovation in West Lafayette, White River Township Fire Station No. 53, the Center Grove Emergency Operations Center, and the New Albany Police Station Headquarters. **STUDIO****AXIS** understands a separate Request for Qualifications for construction management services will be issued for Fire Station No. 84.

Approach to Sustainability:

STUDIO**AXIS** is committed to the advocacy and practice of sustainable design across the entire spectrum of our work. We are dedicated to pushing the boundaries of design and creating projects that exceed client goals while ensuring our contributions to the built environment improve the quality of place and lives of those around us. Design performance modeling is a tool that will be used to explore options to reduce operational energy and embodied carbon from all studio projects as part of our standard services. We design at a higher energy efficiency standard than our competitors in order to provide our clients with more resilient and energy efficient designs that lower utility bills and increase resale value.

Building performance and health + wellness are complimentary. We care how our designs impact our clients after we are finished. STUDIOAXIS’s commitment to the advocacy and practice of sustainable design across our work involves more improved designs over our competitors. Long and short term improvements of energy efficient design include lower utility bills, less building maintenance, increased resale value, less moisture problems, and improving equipment longevity. Project certification is proof of green compliancy.

Approach to Project Scope of Work:

STUDIO**AXIS** creates smart, people-centric buildings and spaces that prioritize human experience. We believe in a process that is thorough, engaging, and collaborative. The necessary time will be taken to focus on creating a design solution that will respond to the needs, values, vision, and desires with the fundamental goal of creating a better quality of life and supporting the work and activities taking place within.

While all phases are extremely important to the success of a project, ‘Starting Smart’ may be the most vital. Smart design is the result of incredible inquiry, and with the investment the City of Westfield is making for the new fire station, we are taking ‘starting smart’ very seriously. This is the time for us to understand goals and vision for the project..your aspirations. We will kick off the Start Smart phase with a meeting to validate all programming completed to date and complete the project goals document to ensure we are completing all project objectives.

STUDIO**AXIS**, working together with the City of Westfield and the selected Construction Manager as Contractor (CMc) and Owner’s Representative, will refine the Project Workplan for the development of the Schematic Design and Design Development Stage documents of the approved scheme to ensure that the design documents are well coordinated among all the design disciplines and the work of the specialty design consultants. Prior to the completion of each phase of work, **STUDIO****AXIS** will prepare a cost estimate package for the review of the CMc and a cost consultant to provide a check and balance when preparing the project budget.

Prior to the completion of the Construction Documents, **STUDIO****AXIS**, working together with the CMc and Owner’s Representative, will verify that each system of the project can be built for the amount allocated from the target budget for that system. Should any portion of the project exceed the target budget, STUDIOAXIS will alter the appropriate system for compliance to meet the target budget. Drawing packages will be submitted for review at 50%, 75%, and 95% completion to confirm the project budget and prepare the bid scope.

Project Approach and Scope of Work



START SMART PROJECT GOALS

- Establish Client's Goals. What are their aspirations for the project?
- Research the Client and their culture
- Conduct site visits with photographs
- Research Context and Zoning requirements
- Research the Community and its history
- Research Building Typology – Red dot/Green Dot Exercise
- Identify Project Issues and challenges
- Identify the Project Budget: Is there an anticipated budget?
- Develop the Building Program and establish Space Standards
- Establish Design Team Goals
- Project Positioning: The Tangible & intangible
- Project Timeline (Design)
- Deliverable: Project Brief



IDEATION & CONCEPTUAL DESIGN

- Initial Design Charrette
- Develop Clear and Distinctly different Concepts
- Test concepts on colleagues – “two heads are better than one”
- Develop a Site Plan and coordinate with zoning requirements
- Develop Floor Plans with a deeper dive into issues surrounding the program
- Develop Building Forms and typologies with 3D modeling
- Develop Exterior and Interior material Palettes
- Work with Engineering Design consultants to develop options for engineering systems
- Selection of a Final Concept
- Deliverable: Concept Design presentation and Client Approval



SCHEMATIC DESIGN

- Refine Scope and Scale of Project
- Develop the Site Plan, Floor Plans, Ceiling Plans, Elevations, and Building Sections
- Illustrate the design with 3D Effects, including flyovers and walk-throughs
- On-going Materials Research and design Studies
- Incorporate Wellness Design and NFPA Standards
- Building Code Analysis and Life Safety Narrative
- Develop the Revit Model for submission to the Engineering Consultants
- On-going Coordination with the Engineering Consultants and the Client's Consultants
- On Board the Construction Manager
- Update Project Timeline and Construction Schedule
- Deliverable: Schematic Design Package and Cost Estimate



DESIGN DEVELOPMENT

- Refine and finalize floor plans and site plans based on the approved program.
- Prepare illustrative plans, renderings, and 3D walkthroughs as visualization tools for the client and any additional stakeholders.
- Begin coordination with Owner's preferred FF&E and low voltage vendors to determine necessary infrastructure needs.



CONSTRUCTION DOCUMENTS

- Submit documents for review to the CMc, Owner's Representative, and client at 50%, 75%, and 95% completion for cost estimating.
- Continue coordination with Owner's preferred vendors for FF&E and low voltage.
- Provide full construction documents and specifications to the CMc to bid out the project.



BIDDING AND CONSTRUCTION ADMINISTRATION

- Answer bidder questions, attend pre-bid meeting(s), issue addendum and review bids
- Submit drawings to Indiana DHS for Construction Design Release.
- Review submittals, respond to RFI's, issue clarifications, and complete bi-weekly site visits.
- Review Certificates for Payment prepared by the CMc.
- Prepare a Certificate of Substantial Completion and coordinate the Punch List with the CMc.



Project Team

STUDIOAXIS and our team of engineering consultants have extensive experience working together and designing Public Safety Projects. Our proposed team has designed over fifty (50) public safety facilities throughout the State of Indiana and abroad, as well as many municipal buildings **STUDIOAXIS** is committed to operating in a manner that seeks and embraces diversity, actively pursues equity, and fosters an environment of inclusion.

CE Solutions Structural Engineering

With a purpose to “make a difference in the quality of life in the communities where we work,” CE Solutions focuses its structural engineering practice on providing exceptional service to public and private clients on a range of building types. Demonstrating care is central to the way CE Solutions approaches its work. We take great care in the structural engineering solutions we design. CE Solutions approaches each project with thoroughness, attention to detail, constructibility and personalized service that create both peace of mind and a successful outcome for our clients. We also care about the individuals we work with and the communities our projects serve. Steve Osborn established CE Solutions in 1998 on the principles of solid relationships, mutual respect, integrity and ethical practice. Our structural engineers strive to make each project an enjoyable and memorable experience that contributes to a lasting relationship with our clients and partners.

HWC Engineering Landscape Architecture, Site Engineering, Civil Engineering

For more than three decades, HWC Engineering has been serving public and private clients throughout the State of Indiana and surrounding states. A deep and diverse bench of professionals who advise, plan, design, review, and represent our clients enables us to guide you toward enhanced quality of life in your community. Whether your consulting need involves water, wastewater, storm water, transportation, construction inspection, land development, surveying, landscape architecture, economic development, planning – or in most cases – a combination of these services, HWC offers the right mix of experienced professionals who serve our partners in a comprehensive manner, integrating our complementary disciplines. This team approach is a by-product of working together for over 30 years and realizing that our clients are best served when our combined talents are shared with each project. The results of our methodology are transparent commitment and projects of the utmost quality. The notably high percentage of long term, repeat, and trusting clients provides real testimony to our dedication and professionalism.

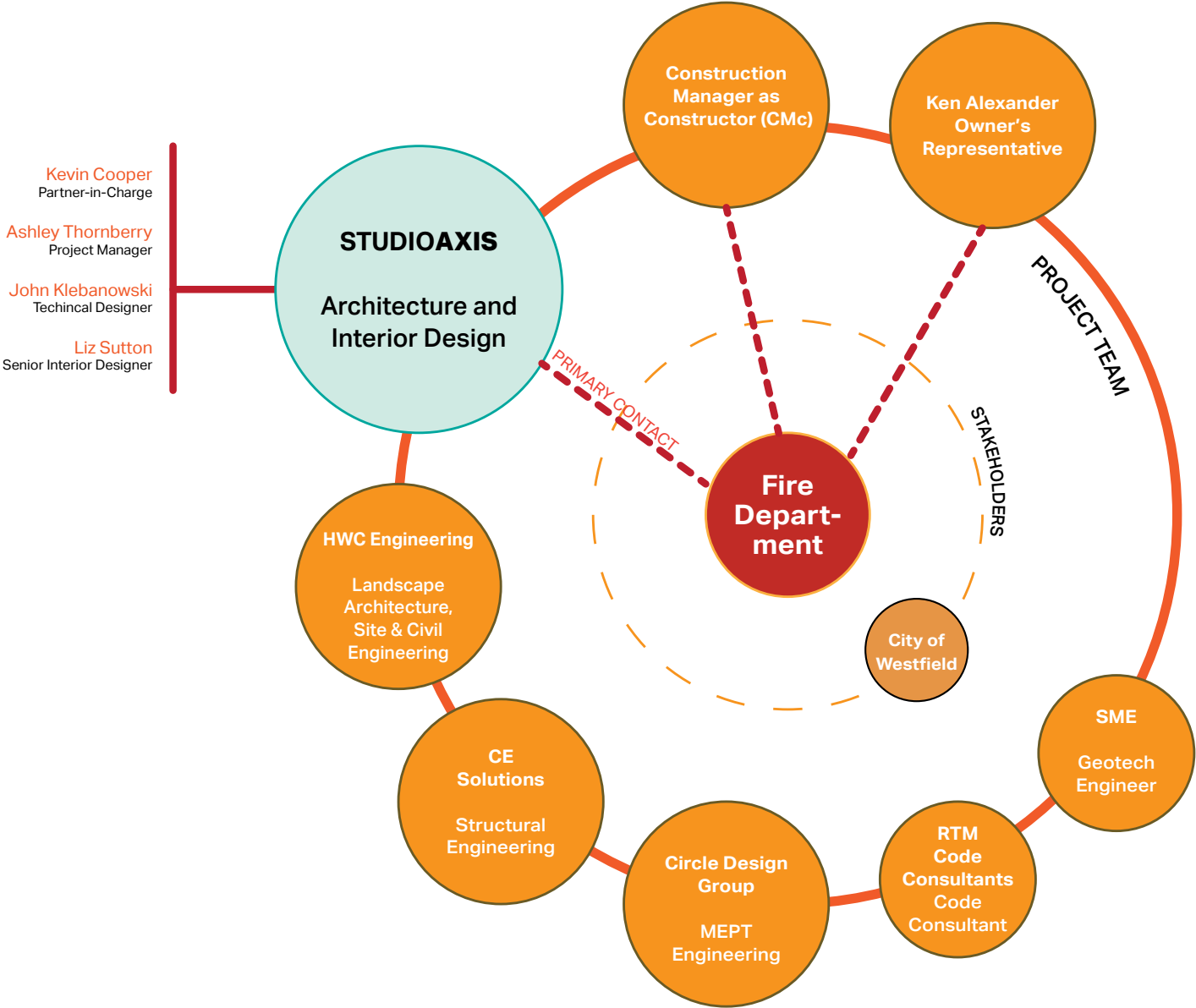
Circle Design Group Mechanical, Electrical, Plumbing, and Technology Engineering

Circle Design Group is a consulting engineering firm offering services in mechanical, plumbing/fire protection, electrical, lighting and civil engineering disciplines. We may have 4 decades of experience, but we continue to be very enthusiastic about our future knowing how blessed we are to be the “Circle” team. Circle Design Group is led by its CEO, Ross Maue. He is supported by a team of directors including David Barrientos, David Huffman, Barry Simpson, and Brian Rothenberger, along with a cast of talented individuals who make us who we are.

Code Consultant RTM Code Consultants

Our experienced code consultants, fire protection engineers, and surveyors provide professional building and fire code services and solutions for all types of facilities including but not limited to commercial buildings, office spaces, restaurants, universities, historic buildings, government facilities, and healthcare facilities.

Team Organizational Chart



Project Team

*All team members will be committed to this project for it’s duration, regardless of other projects happening concurrent.

Kevin Cooper

Associate AIA



STUDIOAXIS Founding Partner

Hourly Rate: \$275

Kevin is a partner at AXIS Architecture + Interiors, which he co-founded in 1995 with Drew White. He has over 30 years of experience working on civic, corporate, healthcare, housing, industrial, and retail projects. Kevin is the leading expert in Fire Station design in Indiana, having worked on over 30 stations. He leads the AXIS Architecture + Interiors team with a constructively critical view of design and ability to empower staff. He believes good design is the result of incredibly inquiry, and his philosophy and leadership has led to the firm receiving more than 80 awards at the state and local level.

Select Experience

Carmel Fire Department Station No. 44
Crawfordsville Fire Department Station No. 2
Hammond Fire Department Station No. 8
Indianapolis Fire Department Station No. 7
Kokomo Fire Department Station No. 2
Monticello Fire Department Station No. 1
New Albany City Hall
New Albany Fire Department Station No. 4
Shelbyville Fire Department Station No. 1
Shelbyville Fire Department Station No. 2
Wayne Township Fire Department Station No. 82
West Lafayette City Hall
West Lafayette Fire Department Station No. 3
White River Township Fire Department - Station 53

Carmel, IN
Crawfordsville, IN
Hammond, IN
Indianapolis, IN
Kokomo, IN
Monticello, IN
New Albany, IN
New Albany, IN
Shelbyville, IN
Shelbyville, IN
Indianapolis, IN
West Lafayette, IN
West Lafayette, IN
Greenwood, IN

Ashley Thornberry

AIA



STUDIOAXIS Project Architect

Hourly Rate: \$185

An Indianapolis native, Ashley graduated from Ball State University with a Bachelor of Science in architecture and a Master of Architecture. At **STUDIOAXIS**, Ashley enjoys being part of a variety of projects, including civic projects. Ashley has worked on many fire stations over the span of her career and her insights are shaped by years of study into the safety features and configurations of those spaces. She has also had the opportunity to present at national conferences on the importance of health and welfare within public safety buildings. Ashley is also the recipient of several AIA awards for service, and she is passionate about helping others.

Select Experience

Bloomington Public Safety Center
Carmel Fire Department Station No. 44 and Emergency Operation Center
Center Grove Community Schools Emergency Operation Center
Crawfordsville Fire Department Station No. 2
Greenwood Fire Department Station No. 93, 95
Hammond Fire Department Station No. 2, 7
Monticello Fire Department Station No. 1
Sugar Creek Township Fire Department Station No. 42
Vernon Township Fire Department Station No. 3
White River Township Fire Department Station No. 53

Bloomington, IN
Carmel, IN
Center Grove, IN
Crawfordsville, IN
Greenwood, IN
Hammond, IN
Hammond, IN
Monticello, IN
New Palestine, IN
Fortville, IN
Greenwood, IN

John Klebanowski



STUDIOAXIS Technical Designer

Hourly Rate: \$150

John is a Ghost Lab 8 participant, a graduate of the UNC-Charlotte Master of Architecture program and spent two years in northern California working on high-end housing with Thomas Anderson before coming to STUDIOAXIS. In his spare time, he often does hands-on construction and landscaping projects around his family’s property in Michigan, as he worked in construction prior to entering the field of architecture. His construction background is also reflected in his dedication to clear communication with contractors via detailed drawings that understand construction sequences thoroughly. John’s proudest moments at STUDIOAXIS include his work on the Lincoln Apartments, a LEED Platinum-certified development that provides housing for veterans.

Select Experience

Carmel Fire Department Station No. 43
Hammond Fire Department Station No. 2, 7, 8
Indianapolis Fire Department Station No. 32
Morton School Senior Apartments
New Albany Police Station Headquarters
Washington Township Fire Station No. 141
West Lafayette Margerum City Hall

Carmel, IN
Hammond, IN
Indianapolis, IN
Indianapolis, IN
New Albany, IN
Avon, IN
West Lafayette, IN

Liz Sutton

NCIDQ, RID



STUDIOAXIS Senior Interior Designer

Hourly Rate: \$150

Liz brings a diverse and holistic viewpoint to **STUDIOAXIS’** team. Her focus is on simplicity with clean lines but a good mix of geometric shapes, graphic patterns, textures, and natural finishes. Liz believes that architecture and interiors go hand in hand and that they should be an approached keeping in mind the impact they will have on the community. Liz grew up in West Lafayette, calling it home. Working on projects that impact her community is her passion.

Select Experience

The Assembly (former Ford Assembly plant)
Community Health Network - The Foundation Group
Conner Prairie - Prairie House
District at 6th
Eskenazi Health - Pecar Farm
Greenwood Fire Department - Station No. 93
Hammond Fire Department Station No. 2
Haywood Apartments
Indianapolis Public Library Martindale - Brightwood
LaGrotte Square (Milano Inn renovation)
Elements Office Interior

Indianapolis, IN
Indianapolis, IN
Indianapolis, IN
Indianapolis, IN
Indianapolis, IN
Greenwood, IN
Hammond, IN
West Lafayette, IN
Indianapolis, IN
Indianapolis, IN
Indianapolis, IN

Project Team

*All team members will be committed to this project for it’s duration, regardless of other projects happening concurrent.

JD Taylor
PE



CE Solutions
Structural Principal in Charge
Hourly Rate: \$300

JD’s impressive collection of projects encompasses numerous high-profile, large-scale, intricate structures across various industries and architectural styles. He is dedicated to working diligently, striving for continuous improvement, and upholding his principles. His exceptional talent lies in his ability to comprehend potential difficulties in their broader context, fostering consensus among relevant parties. As an outstanding project manager and partner, he employs his ingenuity to overcome engineering challenges while maintaining a strong focus on feasibility and practicality.

Select Experience	
City of Kokomo Fire Station	Kokomo, IN
Shelbyville Fire Station No. 1	Shelbyville, IN
Carmel Police Headquarters Renovation/Expansion	Carmel, IN

Rebekah Miner
EIT



CE Solutions
Project Manager
Hourly Rate: \$142

Rebekah is passionate about making designs that can use creative solutions to improve one’s quality of life. She uses her artistic ability and experiences in construction to see the big picture scenarios for each design. Looking for ways to better the community around her, Rebekah provides the communication, passion, and values that ensure a successful outcome for our clients.

Select Experience	
City of McCordsville Fire Station	McCordsville, IN
Lebanon Fire Station	Lebanon, IN
Indianapolis Fire Station Maintenance & Contamination Facility	Indianapolis, IN

Matt Maple
PE



HWC Engineering
Senior Project Manager
Hourly Rate: \$210

Matt has more than 20 years of experience in municipal, commercial, medical, industrial, and residential site design. As a Project Designer and Manager, he has been involved in initial planning, research, feasibility studies, master plans, schematic design, and code compliance associated with various local, State, and federal agencies. Matt has also been involved in all areas of design, such as utility coordination, site planning, transportation engineering, drainage analysis and design, storm water management, wastewater management, stream and floodplain management, earthwork, grading, water resource management, erosion control, and storm water quality.

Select Experience	
Crawfordsville Fire Station	Crawfordsville, IN
New Albany Fire Station	New Albany, IN
Rensselaer Fire Station	Rensselaer, IN
Seymour Fire Station	Seymour, IN
Sugar Creek Fire Station	Crawfordsville, IN
Vernon Township Fire Station	Hancock County, IN
Terra Haute Police Station	Terra Haute, IN
New Albany Police Station	New Albany, IN

Catherine Puckett
PLA



HWC Engineering
Landscape Architect Lead
Hourly Rate: \$135

Catherine has more than 17 years of experience and has served as Project Manager for a wide range of place-based design projects. This includes urban mixed use, infill/redevelopment, streetscape, and public space projects for public and private clients. She has experience working on community development projects that range in size from small pocket parks to large community public spaces. With an eye for design and compassion for both the client and end-user, she prides herself on the successful implementation of quality-of-life improvement projects. She is also familiar with NACTO and other standards for integrating all users in the built environment.

Select Experience	
Woodstone Creek Development	Jeffersonville, IN
City Hall Renovation, West Lafayette	West Lafayette, IN
Nickel Plate District Spark Apartments	Fishers, IN
New Municipal Campus	Zionsville, IN
Vale Park Development	Valparaiso, IN
White River Canal District Plaza	Muncie, IN
Fort Wayne Avenue Apartments	Indianapolis, IN
Beazer Homes Residential Development	Carmel, IN
Beechwood Court Neighborhood Development	New Albany, IN
Greenway Commons Development	New Albany, IN
Avon Town Center	Avon, IN
New Municipal Campus	Zionsville, IN

Ross Maue



Circle Design Group
Principal -in Charge
Hourly Rate: \$300

Growing up, Ross was always by his father’s side in the family construction business. A native of Minnesota and a gearhead as a teen, he came to Indiana in 1986 for an engineering degree from Rose-Hulman Institute of Technology in his pursuit of a career in the automotive industry. At graduation, the “big three” had a hiring freeze and he fatefully accepted an offer in the A/E/C industry. More than thirty-years later, he has shared his talents on projects across the nation, with most of them in Central Indiana.

Select Experience	
Greenwood Fire Station No. 93	Greenwood, IN
Indiana State Forensics Lab	Fort Wayne, IN
Terra Haute Convention Center	Terra Haute, IN
Indianapolis Airport	Indianapolis, IN
Indiana Convention Center	Indianapolis, IN
Lucas Oli Stadium	Indianapolis, IN
IUPUI Natatorium	Indianapolis, IN
Eskanazi Health Center	Indianapolis, IN
JW Mariott Hotel Campus	Indianapolis, IN

Project Team Qualifications

Fire Station & Public Safety Project Experience:

- 911 Emergency & Transportation Operation Center

Avon Fire Station No. 141 Renovation

Beech Grove City Hall

Beech Grove Fire Department

Beech Grove Police Station

Carmel Fire Department Station No. 43

Carmel Fire Department Station No. 44

Carson City Justice Complex

Center Grove Emergency Operations Center

Cicero Façade Study

City Center Trailhead Pavilion

City County Building Curtain Wall Modification

City County Building North Entrance

City Facilities West Lafayette

Combined Transportation and Emergency Communications

Conceptual Study Downtown New Albany

Crawfordsville Fire Station No. 2

Department of Child Services

Eli Lilly and Company M28

Eli Lilly and Company East Commons Band Shell

Eli Lilly and Company – Lilly LIFE Center

Ellettsville Amphitheater Park

Fishers Arts & Municipal Complex

Franklin Fire Station Feasibility Study

Governor George Deukmejian Courthouse

Greenwood Façade Program

Greenwood Fire Station No. 93

Hammond Fire Department Station No. 2

Hammond Fire Department Station No. 8

Honolulu Joint Traffic Management Center Parking

Indianapolis Fire Department Station No. 7

Indianapolis Fire Department Station No. 14

Indianapolis Fire Department Station Headquarters

Indianapolis Fire Department Training Center

Indianapolis Public Library East 38th Street

Indianapolis Public Library Martindale-Brightwood

Indianapolis Public Library Garfield Park

Inland Empire Traffic Management Center

Jack Elstro Plaza

Kokomo Conference Center

Kokomo Fire Department Station No. 2

Kokomo Garage Bridge

Los Angeles Event Center

Metropolitan Transportation & Communications Dispatch

Midtown Carmel North Parking Facility

Midtown Carmel South Parking Facility

Monroe County Parking Facility

Lawrence Township Fire Department - Station No. 332
- Lawrence Township Fire Department - Station No. 333

Lebanon Fire Station

Lincoln Township Fire Station Preliminary Design

Munster Town Hall and Public Safety Facility

Monticello Fire Department - Station No. 1

McCordsville Fire Station

New Albany Fire Department - Station No. 4

New Albany Police Station Headquarters

Noblesville Police Station Headquarters Master Plan

Noblesville Public Safety Building

Pike Township Fire Station

Portage Police Station

Shelbyville Fire Department - Station No. 1

Shelbyville Fire Department - Station No. 2

Sugar Creek Township Fire Department - Station No. 42

Tarvares Public Safety Facility

Terre Haute Police Station Headquarters

Town of Plainfield Police Station

Union Township Fire Station

Valparaiso Police Station

Vernon Township Fire Department - Station No. 3

Warren Township Fire Station No. 443

Washington Township Fire Department - Station No. 141

Wayne Township Fire Department - Station No. 1

Wayne Township Fire Department - Station No. 82

Wayne Township Fire Department - Station No. 84

West Lafayette Fire Department

West Lafayette Fire Department - Station No. 2 & 4

West Lafayette Police Station

Westfield Fire Station No. 83

Westfield Public Safety Facility

Westminster Police Department

White River Township Fire Department - Station No. 53

Winchester Library

Zionsville Police Station

Zionsville Police Station Renovation Feasibility Study





Anticipated Design Schedule

Task Name	Start Date	End Date	Duration (days)	Duration (weekdays)	Duration (weeks)
Start Smart Phase	9/1/23	9/8/23	7	6	1
City Kickoff Meeting + Program Planning	9/5/23	9/8/23	3	4	
Ideation Phase	9/11/23	10/6/23	25	20	4
Space Assessment	9/11/23	9/14/23	3	4	
Sustainability Kickoff Meeting	9/18/23	9/22/23	4	5	
Deliverable: Conceptual Presentation for City Approval	9/11/23	10/6/23	25	20	
Schematic Design Phase	10/9/23	11/17/23	39	30	6
Final Space Program + Physical Needs Assessment	10/9/23	10/13/23	4	5	
Code Review	10/17/23	10/21/23	4	4	
CMc or BOT procurement	10/17/23	10/21/23	4	4	
Westfield-Washington Township TAC Filing *Survey Dependent	11/3/23	11/21/23	18	13	
Deliverable: Schematic Design Package for City Approval	10/9/23	11/17/23	39	30	
Design Development Phase	11/20/23	12/29/23	39	30	6
Construction Manager Cost Estimate of SD Package	11/20/23	11/30/23	10	9	
Westfield-Washington Township TAC Review Process	11/21/23	1/20/24	60	44	9
Deliverable: Design Development Package for City Approval	11/20/23	12/29/23	39	30	
Construction Documents Phase	1/1/24	3/1/24	60	45	9
Construction Manager Budget Update per DD Package	1/1/24	1/5/24	4	5	
Construction Manager Budget Update per 75% CD Package	2/5/24	2/9/24	4	5	
Issue Site, Structural & Early Procurement Package	2/12/24	2/13/24	1	2	
First Advertisement for Bids	2/19/24	2/23/24	4	5	
Construction Documents	1/1/24	3/1/24	60	45	
Bidding Phase	3/4/24	4/4/24	31	24	4
Second Advertisement for Bids	3/4/24	3/8/24	4	5	
GMP Issued to Westfield	3/18/24	3/22/24	4	5	
Addendum #1	3/18/24	3/19/24	1	2	
Bid Opening	4/4/24	4/5/24	1	2	
Construction Administration Phase	2/26/24	9/30/25	582	417	83
Site Utilities & Civil Construction Start	2/26/24	9/30/25	582	417	83
Building Construction Start	4/1/24	9/30/25	547	392	78

Survey must be completed by September 1st

Fee Proposal

Lump Sum Fee Proposal

The fees for services outlined in the RFP – “Anticipated Scope of Services” are proposed on a lump sum basis of \$413,650 and are inclusive of work in conjunction with our design consultants. Fees are based on a Seven Million, Five Hundred Thousand Dollar (\$7.5 million) budget for hard and soft costs. The fees are further defined by each of the design phases as follows:

Phase	Architecture	Civil/LA	Structure	MEP	Geotech	T o t a l
Start Smart/ Concept Design	\$ 39,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 45,000
Schematic Design	\$ 35,450	\$ 13,750	\$ 3,000	\$ 6,300	\$ 0	\$ 58,500
Design Development	\$ 21,000	\$ 13,750	\$ 8,000	\$ 15,750	\$ 0	\$ 58,500
Construction Documents	\$ 90,800	\$ 23,500	\$ 18,000	\$ 31,500	\$ 0	\$ 163,800
Bidding	\$ 10,700	\$ 0	\$ 1,000	\$ 0	\$ 0	\$ 11,700
Construction Admin	\$ 43,200	\$ 9,000	\$ 12,000	\$ 9,450	\$ 0	\$73,650
Total	\$ 240,150	\$ 60,000	\$ 42,000	\$ 63,000	\$ 8,500**	\$ 413,650

**Geotech Engineering services are inclusive of Four (4) borings advanced to a depth of 20 feet each (building area). Four (4) borings advanced to a depth of 10 feet each (pavement areas). four (8) soil borings within the footprint of the building. Additional borings can be provided for an allowance of \$40/ft.

We will bill monthly based on the percentage of work completed in each project phase. Our invoices will be due within thirty (30) days. We reserve the right to charge interest at the rate of 3% per month on unpaid balances due beyond forty-five (45) days. We also reserve the right to terminate work completely if invoices remain unpaid beyond sixty (60) days.

Reimbursables

Reimbursable expenses are in addition to compensation for the work described above and include expenses incurred by the Architect and the Architect’s consultants directly related to the projects, as follows:

- a. Transportation/mileage.
- b. Long distance services, project web sites, and extranets.
- c. Permitting and other fees required by authorities having jurisdiction over the project.
- d. Printing, reproductions, plots, and standard form documents.
- e. Postage, handling, and delivery.
- f. Physical models, renderings, mock-ups, professional photography, material boards, and presentation materials required for the project.

Compensation for reimbursable expenses shall be the expenses incurred by the Architect plus ten percent (10%) of the expenses incurred.

Additional Services

Supplemental or additional services, which are not included in this proposal, shall be provided if authorized or confirmed in writing by the Client. Additional services, if required, will be billed at a mutually agreed lump sum or the hourly rate for the corresponding design discipline. STUDIOAXIS will not proceed with additional services without prior communication and approval.

1. ALTA Boundary surveys, topographic surveys, easement surveys or descriptions.
2. Title work, platting, or re-platting.
3. Services provided for easements and exhibits.
4. Phase I or Phase II Environmental Studies.
5. Re-zoning or zoning variances. If the Client is not represented by a zoning attorney, additional services will apply for special use hearings, submittals, applications, variances, and presentations to the zoning board. This includes certified mailings and public notices.
6. Services related to the specification of audio/visual systems, voice/data (IT), and security systems that are not provided by the Client’s Preferred vendors.
7. Building Information Modeling (BIM) services.
8. Certifications for LEED, Well, FitWel or other extensive environmental design services.
9. Furniture, furnishings, and equipment design and specifications.
10. Application or permit fees.
11. Commissioning services for MEP systems.
12. Architectural or engineering services necessitated by changes or additions or deletions in the approved scope of work.
13. Code consulting services for state variances.
14. Changes or redesigns of the construction documents necessitated by revisions beyond our control after they are issued for bidding or redesign efforts made necessary by unforeseen existing conditions.
15. Architectural or engineering services necessitated by changes or additions or deletions in the approved scope of work.
16. Architectural or engineering services related to correcting construction problems due to the use of unapproved materials, products, or methods.
17. Services required for arbitration or mediation of construction problems that are not the fault of the design team.
- Additional services will be billed at an agreed upon lump sum fee or per the hourly billing rates listed within this proposal.



Sugar Creek Township Fire Department Station No. 42

The Sugar Creek Township Fire Department Station No. 42, located 14 miles east of downtown Indianapolis, is a replacement facility and designed to increase response times and to modernize the living quarters for the men and women firefighters of Sugar Creek Township.

Station No. 42 is a single-story structure appropriately scaled to the context and environment along South 500 West Road. The materials palette is a blend of classic materials along with a new approach including bright red overhead apparatus doors, red brick in various textures, the use of Indiana Limestone lintels over the apparatus doors, and the design of the obelisk which stands proud representing civic symbolism to solidify the fire station's presence.

The three drive-through apparatus bays provide service to the community on a rural site in a lightly populated area. The Sugar Creek Township Fire Department Station No. 42 features glazed overhead metallic doors that provide the apparatus high-bay space visibility outside and with limited illumination at night. The program called for living and individual sleeping quarters for men and women to create a more comfortable and restful home base for the first responders.

Location:
New Palestine, Indiana, USA

Client:
Sugar Creek Township

Type:
Civic

Size:
10,600 F²

Indianapolis Fire Department Station No. 7

To accommodate the city's growing population, the City of Indianapolis has taken a progressive approach to public works projects. Station No. 7 is sited on a diagonal collection street on the north side of downtown and borders a historic and funky neighborhood comprising late 1800s commercial buildings, row houses, and Civil War-era cottages.

A stair tower with a hint of verticality breaks up the rationality of the composition and gives a nod to a neighborhood residential tower. Glass overhead doors, transoms, and clerestory windows lighten the masonry facades, flood the apparatus bays with natural light, and create transparency and illumination at night. The remaining facades are an assemblage of textured masonry units, composite metal panels, and glass storefronts that reinforce functions within the station. A polished red ribbon dominates the elevation, creating cohesion. Catching the eye.

The kitchen and dining room serve as the public social hub of the fire station. They are appropriately located in the center of the first floor, flanked by training rooms and administrative spaces. The second floor is devoted to the privacy of the firefighters. It includes space for dormitories and locker room amenities typical of an around-the-clock facility.

Location:
Indianapolis, Indiana, USA

Client:
City of Indianapolis

Type:
Civic/New Construction

Size:
21,630 F²

Key Personnel:
Chris Hagan

Project Delivery Method:
BOT

Reference:
Chief Mark Harvey, Battalion Chief
317.519.3068



Wayne Township Fire Department Station No. 82

Station No. 82 was a challenging, but highly rewarding, design opportunity. The station is built directly over its predecessor, a former Kroger grocery that had been converted into a fire station in the 1980s.

Site limitations also required living quarter spaces be located directly above the apparatus bays. This atypical stacking is expressed through an assemblage of metal, glass, and brick on the exterior facade. The project expanded the fire department and created plenty of space for Wayne Township's county court system to better serve the community. Highlights of the space include the expansions of the fitness area, kitchen, and truck bay, as well as an outdoor balcony overlooking the city.

Location:
Indianapolis, Indiana, USA

Client:
Wayne Township Fire Department

Type:
Civic/New Construction

Size:
23,000 F²

Cost:
6 Million

Client Contact:
Captain Pedro Caceros
317-246-6200
Pedro.caceros@waynetwp.org



White River Township Fire Station No. 53

The station occupies nearly 24,000 square feet of living and firehouse space over 2 stories. It functions as a combination firehouse, headquarters, and sheriff’s substation and has 3.5 apparatus bays that are common to both the fire and police departments.

This unique concept sits on the corner of Pleasant Grove Elementary School, a desire expressed by the school corporation to facilitate quick response times in the event of an active shooter incident, medical emergency, and during fire drills. The entire station is divided into red, yellow, and green zones which indicate the level of contamination. Special consideration was given to the layout and ventilation of these areas to facilitate the rapid removal of exhaust carcinogens and combustible vapors in the apparatus bay, as well as preventing fumes and vapors from reaching the interior living areas.

In addition to including a Johnson County Sheriff Department substation, the new fire station will include a larger community room for the public as well as additional bay areas, and the ability to expand staffing quarters as the community continues to grow. A design committee made up of White River Township Fire Department firefighters, paramedics, officers and employees worked with STUDIOAXIS to help determine the needs of the building, including addressing separate areas to lessen the risk of cancer and designing a station for the specific community.

Location:
Greenwood, Indiana

Client:
White River Township

Size:
23,840 F²

Project Delivery:
Construction Manager as Advisor (CMa)

Shelbyville Fire Department Station No. 2

The Shelbyville Fire Department Station No. 2, located in a planned technology park along Progress Road, is a substation to the fire department headquarters located in downtown yet represents an important civic structure fitting for the context.

Station No. 2 is a low-slung single-story structure appropriately scaled to the context and environment along Progress Road. The materials palette is a blend of classic materials along with a new approach including red brick in various textures, the use of Indiana Limestone details, composite metal fascia accentuating the roof overhang, and the design of the obelisk which stands proud representing civic symbolism, solidifying the fire station’s presence.

The three drive-through apparatus bays provide service to the community on a rural site in a lightly populated area. The Shelbyville Fire Department Station No. 2 features overhead glass doors, transoms, and clerestory windows, that provides the apparatus high-bay space with natural light and creates transparency and illumination at night. The program called for living and sleeping quarters provided for eight firefighters.

Location:
Shelbyville, Indiana, USA

Client:
City of Indianapolis

Type:
Civic

Size:
11,500 F²

Cost:
2.4 Million

Client Contact:
Chief Tony Logan
317-392-5119
tlogan@cityofshelbyvillein.com



Shelbyville Fire Department Station No. 1

The Shelbyville Fire Department Station No. 1 skillfully balances the existing streetscape along West Broadway Street, in a modern building that is respectful of the commercial district of downtown Shelbyville and sets a new standard for development in the district.

The award-winning design presents a modern approach to the traditional and historic fire stations found throughout the mid-western part of the United States. Appropriately scaled to the fabric along West Broadway Street, the materials palette is a blend of classic materials along with a new approach including red brick in various textures, the use of Indiana Limestone as window lintels and other details, composite metal panels along with glass in various configurations, and the design of the tower which emulates the surrounding structures, solidifying the fire station’s civic presence along the street.

The four drive-through apparatus bays provide service to the community on an infill site that spans between West Broadway and West Jackson Streets. The Shelbyville Fire Department Station No. 1 features overhead glass doors, transoms, and clerestory windows along with a light monitor, that provides the apparatus high-bay space with natural light and creates transparency and illumination at night. The program called for administration space for the fire departments headquarters, living quarters for the firefighters, and a large meeting space for the community. The sleeping quarters provides individual dormitories for firefighters with a private place to rest.

Location:
Shelbyville, Indiana, USA

Client:
City of Indianapolis

Type:
Civic

Size:
21,300 F²

Awards:
AIA Indiana – Honor Award / 2007
AIA Indianapolis – Citation Award / 2009



Carmel Fire Department Station No. 44

Cited as one of the best places to live in America, Carmel, Indiana is home to the Carmel Fire Department Station No. 44 that was designed as a replacement facility serving the local community in a station that is contextual in its design, materiality, and scale.

Located along East Main Street approximately 17 miles north of downtown Indianapolis, Station No. 44 is surrounded by residential neighborhoods and located north of the Carmel Clay School District and was designed in a contextual response to the classic and historic buildings found in Carmel. A design that is composed entirely of brick facades with Indiana Limestone details, the bright red doors of the Apparatus bays are in contrast to the traditional materials palette.

Appropriately scaled to the surrounding context in a design that is residential in its scale, Station No. 44 is a two-story structure housing three drive-through Apparatus bays, a gear room, office/workspace for those on duty, and living quarters that include a large open kitchen, a dining space, and TV room. The second floor is the sleeping quarters with personal dorm rooms and toilet rooms.

Location:
Carmel, Indiana, USA

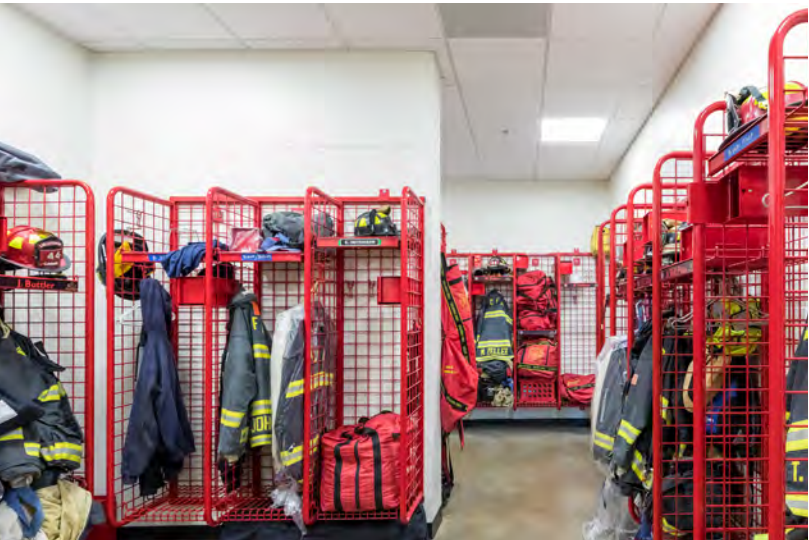
Client:
City of Carmel

Type:
Civic

Size:
16,200 F²

Cost:
4.6 Million

Client Contact:
Orbie Bowles, Chief of Facilities
317-571-2655
obowles@carmel.in.gov



Fire Station Projects

Greenwood Fire Station No. 93



Greenwood Fire Station No. 95



Hammond Fire Station No. 2



Hammond Fire Station No. 7



IFD Fire Station No. 32



Sullivan Fire Station No. 1





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MONTICELLO
FIRE DEPARTMENT

1



References

Client References

Chief Todd Bailey

Police Chief, City of New Albany
812.948.5307
tbailey@napdin.net

Deputy Mayor Mary Catherine Carmichael

Deputy Mayor, City of Bloomington
812.349.3406
carmichm@bloomington.in.gov

Assistant Chief Brad Coy

Assistant Fire Chief, City of Greenwood
317.882.2599
coyb@greenwood.in.gov

Chief Jeremy Pell

Fire Chief, White River Township Fire Department
317.888.8337
jbell@wrtfd.org

Chief Jeff Smith

Fire Chief, City of Hammond
219.853.6416
firechief@gohammond.com

Construction Manager (CMc) References

Frank Duck

Vice President of Operations, Shiel Sexton
317.423.6048
fduck@shielsexton.com

Bruce Molter

Chief Operating Officer, The Hagerman Group
317.577.6836
bmolter@hagermangc.com

Brad Skillman

President, The Skillman Corporation
317.783.6151
bskillman@skillman.com



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MONTICELLO
FIRE DEPARTMENT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Holly Gill-Gaither	
Walker Professional Insurance		PHONE (A/C, No, Ext): (317) 759-9321	FAX (A/C, No):
PO BOX 55		E-MAIL ADDRESS: Certificate@WalkerProfessional.com	
Carmel IN 46082		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: RLI Insurance Co.	13056
		INSURER B: Travelers Casualty And Surety Co Of America	31194
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Axis Architecture + Interiors			
studioAXIS US			
618 E. Market St.			
Indianapolis IN 46202			

COVERAGES CERTIFICATE NUMBER: 23-24 Master REVISION NUMBER:

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY			PSB0009855	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐							MED EXP (Any one person)	\$ 10,000
	☐	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
A	☐	POLICY ☒ PRO-JECT ☐ LOC			PSA0003172	01/01/2023	01/01/2024	GENERAL AGGREGATE	\$ 2,000,000
	☐	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐								\$
	☐							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	☐	AUTOMOBILE LIABILITY			PSE0004836	01/01/2023	01/01/2024	BODILY INJURY (Per person)	\$
	☐	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☒	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐								\$
A	☒	UMBRELLA LIAB			PSW0005379	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 5,000,000
	☐	EXCESS LIAB						AGGREGATE	\$ 5,000,000
	☐	DED ☒ RETENTION \$ 0							\$
	☐								\$
A	☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			107196998	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER	
	☐	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	☐	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	☐							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	☐	Professional Liability				01/01/2023	01/01/2024	Per Claim Limit	\$2,000,000
	☐	Claims Made Form						Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where allowable by law: General Liability, Automobile and Umbrella coverage shown above provides for additional insured when agreed by written contract or agreement. General Liability, Automobile and Umbrella coverage is provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile, Umbrella, and Workers Compensation includes waiver of subrogation when required by written contract or agreement. General liability does not exclude explosion, collapse or underground exposures. 30 days notice of cancelation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy. Umbrella liability does NOT extend over professional liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract.

CERTIFICATE HOLDER	CANCELLATION
INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
INFORMATION ONLY	AUTHORIZED REPRESENTATIVE
INFORMATION ONLY	



E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Contractor, by entering into this agreement with the City, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Contractor is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Contractor states that it does not knowingly employ an unauthorized alien and further affirms that, prior to entering into the agreement with the City, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this representation, the City's fiscal body should fail to appropriate sufficient funds to continue this representation, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of the representation during each budget cycle during the initial term or subsequent term of this representation. The City agrees to inform Contractor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

Non-Discrimination. Consistent with Ind. Code §22-9-1-10, Contractor agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.