



May 23, 2024

Chief Brian Hartman
Greenfield Police Department
116 State Street
Greenfield, Indiana 46140

Re: Greenfield Police Department Programming
Proposal No. 2024.01054

Dear Chief Hartman:

Thank you for allowing American Structurepoint, Inc. this opportunity to submit this proposal for a pre-design study for the Greenfield Police Department. Our team enjoyed meeting with you to discuss this project and your vision for the growth of the Greenfield Police to respond to the growth being experienced in the Greenfield community. Our mission at American Structurepoint is to "Improve the quality of life for our communities and people." We will certainly strive to improve the quality of life for the dedicated police personnel in Greenfield.

This proposal is for a conceptual programming study to understand the needs both short term and long term as it relates to physical space and site evaluation. Once this initial phase is complete, we will then assemble a full proposal of design services with all the necessary design disciplines.

PROJECT SCOPE

Police Station Programming

- A. Kick-Off/Stakeholder Reviews
 - 1. Discuss goals and objectives for the project
 - 2. Review issues with current building size and utilization of existing spaces
- B. Due Diligence
 - 1. Interview department heads
 - 2. Site concept layouts
- C. Program Report
 - 1. Room quantities
 - 2. Room Type

2024.01054

- 3. Square Footage Tabulations Adjacencies
- D. Program Masterplan
 - 1. Provide graphic representations that illustrate proposed solutions
 - 2. Review options with stakeholders
- E. Opinion of Cost based on Historical Square Footage Data for similar building types
- F. Final Report

ANTICIPATED PATH

- 1. Initial Meeting/Interviews
- 2. Program Validation
- 3. Preparation of conceptual layouts using diagrammatic block plans
- 4. Virtual meeting to review conceptual site and building layouts
- 5. Presentation of final study
 - a. One (1) meeting

PROJECT SCHEDULE

The anticipated period for completing this study is approximately three (3) to five (5) weeks from receipt of the notice to proceed.

DESIGN INVESTMENT

Compensation for services rendered will be lump sum and invoiced monthly on a percent-complete basis.

Total Lump Sum Investment (This Phase)..... \$28,900

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at 1.1 times their direct cost on the monthly invoices. We anticipate reimbursable expenses will not exceed \$1,000.

- 1. Expenses of mileage or travel associated with this project
- 2. Expenses associated with overnight, express, or normal delivery charges
- 3. Reproduction services for other than normal coordination purposes

ADDITIONAL SERVICES

Services that fall outside of the original scope may be required to complete the project. Additional services beyond those identified under Project Scope and Project Deliverables will be invoiced at the hourly rate of the personnel assigned to the task. These services will be provided only if authorized in writing, in advance.

Chief Brian Hartman

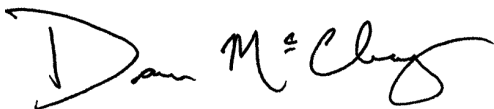
May 23, 2024

Page 3

Thank you again for your confidence in our abilities at American Structurepoint. We have the talent and staff to assist you through this programming phase, establish a direction for the project, and bring this project to fruition. To bring it to fruition, we trust that American Structurepoint could still be your trusted partner. Upon future review of a full design proposal, American Structurepoint would consider a portion of the fee associated with this phase to be credited toward that full design contract.

If you have any questions regarding this proposal, please do not hesitate to contact me at (317) 547-5580; I will gladly answer them.

Very truly yours,
American Structurepoint, Inc.



Daniel L. McCloskey RA, CSI
Project Manager

DLM:mma

Attachments

General Conditions

If the terms of this proposal and the attached general conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____

HOURLY RATE SCHEDULE

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$385
Practice Leader / Group Leader	\$310
Senior Project Manager	\$275
Senior Project Architect II	\$240
Senior Design Architect II	\$240
Project Manager	\$240
Senior Project Architect	\$195
Senior Designer	\$200
Senior Project Engineer	\$200
Senior Planner	\$180
Senior Landscape Architect	\$165
Project Engineer	\$175
Project Planner	\$145
Project Architect	\$155
Senior Project Coordinator	\$190
Senior Interior Designer	\$155
Designer	\$155
Senior Technician / Senior BIM Technician	\$155
Staff Engineer / Design Engineer	\$145
Technician / BIM Technician	\$130
Interior Designer	\$130
Intern	\$90

General Conditions

These general conditions apply to the letter agreement dated May 23, 2024, referencing Proposal Number 2024.01054 – Greenfield Police Programming by and between Greenfield Police Department, hereinafter referred to as “Client”, and American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as “Consultant,” wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall become the property of the Client upon payment in full of all monies due to Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Consultant shall provide the Client with a copy of final documents in digital format to be used in the operation and maintenance of the project. Any unauthorized modification of the documents by the Client or anyone who obtains the documents from the Client is without liability to the Consultant.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a change in scope, character, or complexity of the Consultant’s services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance in amounts not less than the limits set forth herein.

- ◆ Worker’s Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, with the aggregate limit to apply on a per project basis
- ◆ Professional Liability insurance with a limit of \$1,000,000 per claim and aggregate

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' written notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and, upon mutual agreement between the parties, there may be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. Consent from either party will not be unreasonably withheld.

Termination. In the event of termination of this Agreement by either party, the Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any

way related to the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to insurance proceeds available at the time limited to the amounts listed in this agreement.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.