



LETTER OF PROPOSAL

November 8, 2024

Project No.: P0802.AB

Tom Lindenman and Judith Galloway
Centre Township Fire Department
19971 Kern Road
South Bend, IN 46614

RE: Feasibility Study

Dear Tom and Judith,

Thank you for the opportunity to present this proposal to study options for adding on to the current Centre Township Fire Station, (CTFS). The proposal covers services to study the feasibility of various additions and renovations. Upon completion of the Feasibility Study phase, if there is approval of a project scope, we can provide a proposal for remaining services as described in this letter under "Future Scope of Services."

PROJECT UNDERSTANDING

Based upon our visit on October 29, we understand you are considering addressing the need for additional space at the fire station. As of January 2025, CTFS will no longer be part of a fire district. Expectations are that more dormitory space will be needed for added fire fighters.

You shared the current shift accommodates three firefighters and will likely grow to five per shift. Goals you have shared: 1) Increase in dormitory space for both male and female firefighters, 2) Improved personal area in dorms for lockers, bed, night stand, 3) additional office space, 4) a larger meeting room, 5) more storage, 6) update existing restrooms, 7) improved workout space and 8) modifications to associated support spaces, i.e. radio room, gear room, etc.

The feasibility study will consider both short term and long-term growth. It will also compare the impact during the renovation of the existing space to a new addition and develop a phase plan if necessary. We discussed several challenges with your team. One option will study adding a 2nd floor to the current dormitory while still in use. Another option will study adding to the north and coordination with several potential site restrictions. The feasibility study process will be important to help arrive at a financial and logistical solution to the goals and ambitions of CTFS.

SCOPE OF SERVICES

Feasibility Study

We will facilitate a kickoff meeting to gather information, outline team member responsibilities, establish goal and priorities for the intended improvements. This meeting will focus on and initiate the following services:

- We will verify and document existing conditions.
- We will conduct meetings with stakeholders (identified by your team) to confirm project goals.
- We will analyze the site, including zoning restrictions, storm water, parking count and easements. MACOG GIS mapping will be utilized if topographic surveys are not available.
- Review available existing documents in, as well as any program documents you may provide.

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- Compile applicable planning standards, codes and ordinances, and industry data.
- Develop several design options that incorporate the project goals into a building plan.
- Develop exterior elevation studies.
- Study interior and exterior amenity improvements.
- Review each of these concepts with you, with the intent to find consensus and a preferred direction for the addition/renovation.
- Study of a phased project/occupancy plan to maintain operations.
- Provide a final, bound, and digital copy of the full Feasibility Study. Final deliverables will include:
 - A basic building and system assessment.
 - Code analysis and requirements.
 - Site plan, floor plans and exterior elevation images.
- Meetings
 - We have included up to three design review meetings.
 - We will incorporate the feedback received from the review meetings and refine the documents throughout the process to get to a final Feasibility Study available for your use in building support and donation efforts with your members.

FUTURE SCOPE OF SERVICES

After completion of the Feasibility Study and a determination of the scope of the construction project, we will provide a proposal for the basic architectural, interior design, and landscape architectural services outlined below, including usual and customary structural, site/civil, mechanical, and electrical engineering services.

Design Phase

We will review your program, schedule, budget, and other project requirements. Based on this information, we will prepare design documents consisting of plans, elevations, sections, and other applicable drawings to illustrate and describe the size and character of the project. The documents will also include outline specifications that identify major materials and systems and establish their general quality levels. We will present illustrations, photographs, or actual samples of interior materials, colors, and finishes.

Construction Documents

Upon your approval of the design phase documents, we will prepare construction documents consisting of drawings and specifications as necessary for the construction of the project. We will incorporate the requirements of the authorities having jurisdiction over the project. We will submit these documents for your review.

Bidding

We assist in obtaining competitive bids through the public bid process. We will assist with drafting an advertisement for bids for you to publish. We will provide the bid documents to the General Contractors/Construction Managers for preparation of their bids, attend a pre-bid meeting and walkthrough at the project site, and respond to questions and issue addenda to bidders. Upon your receipt of bids, we will attend the bid opening, record and tabulate the bids, review the bid documents for completeness and provide a letter of recommendation for award. After the Board of Trustees awards the bids, we will assist you in preparation of the contracts for construction.

Construction Administration

We will provide administration of the contract for construction including regular visits to the site at appropriate intervals for observation, reports to you on the progress and quality of the work, review of the contractor's submittals, review and certification of payments due to the contractors, and authorization of minor changes in the work. We will conduct observations to determine the dates of substantial and final completion. Our reviews will be focused on conformance of the work with the design intent.

COMPENSATION

Compensation shall be a fixed fee for the following phases:

Feasibility Study	\$ 15,000
<i>Design Phase</i>	<i>TBD*</i>
<i>Construction Documents</i>	<i>TBD*</i>
<i>Construction Administration</i>	<i>TBD*</i>
Total Fixed Fee	\$ 15,000

* Our fixed-fee proposal for the future design phases will be determined based on the scope of the project identified following the Feasibility Study.

In addition to the fee, we will charge for reimbursable expenses incurred directly related to the project. These include:

- Transportation and travel to meetings and the project site.
- Fees paid for securing approval of authorities having jurisdiction.
- Printing, reproduction, plots, and standard form documents.
- Postage, handling, and delivery.
- Other similar project-related expenditures.

We anticipate reimbursable expenses will be approximately **\$ 300**.

ADDITIONAL SERVICES

When requested or as required, we will provide services not included above for additional compensation. Such services may include:

- Revision due to change in scope, quality, or budget.
- Replatting services, guidance through the zoning process, and attendance at related hearings.
- Redesign or reselection for Value Engineering.
- Civil, Structural, Mechanical, and Electrical Engineering.
- Low voltage systems design including data, phone, and security.
- Acoustical design, audio/visual systems, and specialty lighting.

SCHEDULE

Our services will begin within two weeks of receipt of this signed proposal. We anticipate the feasibility study to be completed in approximately eight (8) weeks. These are tentative dates and rely on reasonable availability of CTFS staff and board representatives.

OTHER PROVISIONS

The compensation and schedule outlined above are based on the following assumptions and exclusions:

- Existing building drawings are available.
- We are not responsible for evaluation or abatement of hazardous materials, including but not limited to asbestos and lead.

This proposal incorporates the following documents:

- Terms and Conditions of Agreement.

ACCEPTANCE OF AGREEMENT

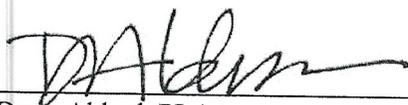
If you agree with the above, please sign below. Keep a copy for your files and return one to us.

We appreciate the opportunity to serve you.

Sincerely,



Jeff Anglemeyer, AIA
Senior Principal-Architect



Darla Aldred, PLA
President

Accepted by:

(Signature)

(Title)

(Date)



TERMS AND CONDITIONS OF AGREEMENT

AGREEMENT

This Agreement is the offer of Arkos Design Studio, Inc. (the Architect) to perform the services described in the attached Proposal. The Client is the person or entity signing the Agreement authorizing the services of the Architect. Acceptance by the Client is limited to the attached Proposal, these Terms and Conditions, and those documents specifically referenced in the Proposal, together forming the parties' Agreement.

This Agreement supersedes all prior written or oral proposals and/or negotiations not referenced herein between the parties and is conditioned upon the Client's agreement to these Terms.

This Agreement may only be modified in writing signed by both parties.

ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services described in the Scope of Services in the preceding Proposal. The Architect shall perform its services consistent with professional standards of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. The Architect shall perform its services in an expeditious and timely manner for the orderly progress of the Project. The Architect shall provide services in compliance with all applicable local, state, and federal codes, regulations, and ordinances and with those of the authorities having jurisdiction over the Project.

Architect's Representative. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

CLIENT'S RESPONSIBILITIES

The Client shall provide the Architect with a full description of the Project requirements. The Client shall furnish required information and services and shall render approvals and decisions in an expeditious and timely manner for the orderly progress of the Architect's services.

Project Budget. The Client shall establish a budget with reasonable contingencies that meets the Project requirements. The budget shall be established by the Client prior to the Architect proceeding with the Scope of Services.

Project Representative. The Client shall identify a Project Representative authorized to answer questions and make timely decisions. The Architect shall assume that the Client shall be the Project Representative unless the Client notifies the Architect, in writing, that another Project Representative has been appointed.

Base Drawings and/or Surveys. Unless otherwise specified in the Proposal, base building drawings and site surveys are not included in the Scope of Services. The Architect shall assume that, if required, these shall be made readily available by the Client or the Client shall furnish services of a professional surveyor, including but not limited to boundary and topographical surveys. The Architect assumes all information in these documents is accurate and is not responsible for any information completed by others.

Geotechnical Services. If required, the Client shall furnish services of geotechnical engineers, which may include but are not limited to test borings, determinations of soil bearing values, or percolation tests with written reports and appropriate recommendations. The Architect assumes all information in these documents is accurate and is not responsible for any information completed by others.

COMPENSATION

Fees. The Proposal describes the Scope of Services and compensation. Fees are based on the schedule described in the Proposal. Any modifications, such as accelerated schedules, project delays, or extensions, which are not under the control of the Architect, are subject to an increase in the Architect's compensation.

Additional Services. The Architect may provide Additional Services beyond those listed in the Scope of Services. All Additional Services shall be approved by the Client and Architect in writing prior to proceeding. Compensation for Additional Services may be a negotiated sum or an hourly-rate basis.

Hourly Billing Rates. Where compensation is an hourly-rate basis, the Architect's billing rates shall be as follows:

Senior Principal:	\$190 per hour
Principal:	\$170 per hour
Senior Project Architect:	\$150 per hour
Project Architect:	\$140 per hour
Senior Interior Designer:	\$140 per hour
Interior Designer:	\$130 per hour
Senior Landscape Architect:	\$140 per hour
Landscape Architect:	\$130 per hour
Design Associate IV:	\$120 per hour
Design Associate III:	\$110 per hour
Design Associate II:	\$100 per hour
Design Associate I:	\$90 per hour
Technician II:	\$95 per hour
Technician I:	\$85 per hour
Intern II:	\$80 per hour
Intern I:	\$65 per hour
Visualization Artist:	\$100 per hour
Administrative III:	\$90 per hour
Administrative II:	\$80 per hour
Administrative I:	\$65 per hour

The billing rates are valid for one (1) year from the date of the Proposal and are subject to increase to reflect market conditions and employee compensation. Adjusted rates will be issued in writing by the Architect.

Reimbursable Expenses. Reimbursable expenses include printing, reproductions, plots, standard form documents, postage, handling, delivery, transportation, long-distance travel, lodging, meals, fees paid for securing approval of authorities having jurisdiction, and/or other similar Project-related expenditures. Expenses shall be reimbursed to the Architect at cost plus fifteen percent (15%), or at the specific cost listed below:

Prints/Copies (8.5"x11" B/W)	\$ 0.15 each
Prints/Copies (8.5"x11" Color)	\$ 0.50 each
Prints/Copies (11"x17" B/W)	\$ 0.30 each
Prints/Copies (11"x17" Color)	\$ 1.00 each
Travel Mileage (2024 rate)	\$ 0.67 per mile

Printing costs and travel mileage rates are subject to change to reflect material and equipment costs and IRS standard mileage rates.

Payments. The Architect shall submit invoices monthly in proportion to the services performed, together with reimbursable expenses incurred in the previous month. Payment is due upon the Client's receipt of the invoice. Amounts unpaid thirty (30) days after the invoice date shall accrue interest at the rate of one and one-half percent (1-1/2%) per month (18% per annum). The Client may request time cards, receipts, invoices, and other records to support the amount requested.

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Payments shall not be withheld, delayed, or made contingent upon the construction, completion, or success of the Project or upon receipt by the Client of offsetting reimbursement or credit from third parties.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect under this Agreement are instruments of the Architect's professional service, and the Architect shall retain ownership. The Architect grants the Client license to use, retain, and reproduce these instruments for the purpose of constructing, using, and maintaining this specific Project. Reuse, reproduction, and/or modification of any documents for any other purpose is prohibited without the Architect's written permission. In the event that such permission is given, it shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages, and expenses, including attorney's fees, arising out of such use by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements, and/or plans created, developed, or prepared by the Architect shall not be used or disclosed for any purpose without the Architect's written permission.

INSURANCE, INDEMNITY, AND LIMITATIONS

Insurance. The Architect shall maintain General Liability, Professional Liability, Automobile Liability, and Workers Compensation Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The Client shall require the Contractor to name the Architect as an Additional Insured on the Contractor's insurance policy.

Indemnification. The Client shall indemnify and hold harmless the Architect and its personnel from and against any claim, damage, loss, injury, or expense, including attorney's fees, arising out of or resulting from the performance of the services of this Agreement provided that any such claim, damage, loss, injury, or expense is caused in whole or in part by the Client's error, omission, breach of contract, or negligence.

Limitation of Liability. To the fullest extent permitted by law, any claim, damage, loss, injury, or expense, including but not limited to claims arising out of or resulting from the Architect's error, omission, breach of contract, or other professional negligence, the Architect's liability shall be limited to the lesser of the amount of professional liability recovered by the Client in any claim against the Architect or the amount paid to the Architect by the Client for the services performed under this Agreement.

Waiver of Consequential Damages. The Architect and Client 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 in accordance with the termination provisions.

DISPUTE RESOLUTION

The Architect and Client shall endeavor to resolve claims, disputes, or other matters arising out of or relating to this Agreement by mediation as a condition precedent to binding dispute resolution. If not resolved through mediation, then the dispute shall be subject to arbitration. The mediation and arbitration shall take place in St. Joseph County, Indiana.

SUSPENSION OR TERMINATION

Suspension. The Client may, with written notice, suspend or delay the services of this Agreement in whole or in part for such period of time as the Client may determine.

In the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

Late Payments. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges.

Termination for Cause. Either party may terminate this Agreement upon seven (7) days written notice should either party fail substantially to perform its duties through no fault of the party initiating the termination.

Termination for Convenience. The Client may terminate this Agreement, in whole or in part, upon at least seven (7) days written notice to the Architect.

The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration phase of the work.

Compensation. In the event of suspension or termination not the fault of the Architect, the Architect shall be entitled to compensation for all services performed to the termination date, together with reimbursable expenses then due. If the Client terminates this Agreement for convenience or the Architect terminates this Agreement, the Client shall pay a license fee as compensation for continued use of the Architect's instruments of service solely for the purpose of completing, using, and maintaining the Project.

MISCELLANEOUS PROVISIONS

Proposal Validity. This Proposal shall remain in effect for thirty (30) days from the Proposal date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.

Applicable Law. This Agreement shall be governed by the laws of the place where the Project is located.

Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or cause action in favor of a third party against either the Architect or Client.

Publicity. The Architect and its consultants shall have the right to photograph the Project and to use the photographs and artistic representations in the promotion of its professional services through publication, advertising, public relations, brochures, website, or other marketing media. The Architect shall not include information identified in writing by the Client as confidential or proprietary.

Cost Estimates. Unless otherwise specified in the Proposal, the Architect is not contracted to provide cost estimating services. In providing opinions of probable cost, the Client is advised that the Architect has no control over the contractor's cost or the price of labor, equipment, and materials, or over the contractor's method of pricing, and that the opinions of probable costs that may be provided as part of the Architect's services are to be made based on current prevailing prices. The Architect and its consultants do not warranty, guarantee, or certify the construction cost for the Project or any part of the Project.

Hazardous Substances. The Architect shall not be responsible for the discovery, presence, identification, testing, handling, removal, or disposal of or exposure of persons to any hazardous materials or toxic substances at the Project site.

Unforeseen, Latent, or Hidden Conditions. Unforeseen, latent, or hidden conditions may not be readily ascertainable regardless of the extent of investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When the Architect's services are required to address these conditions, those services shall be deemed Additional Services.