

CONSTRUCTION MANAGER AS ADVISOR AGREEMENT BY AND BETWEEN CITY OF FISHERS AND CAPITOL CONSTRUCTION SERVICES, INC.

THIS CONSTRUCTION MANAGER AS ADVISOR AGREEMENT BY AND BETWEEN CITY OF FISHERS, INDIANA by and through its Board of Public Works (“Owner”) and CAPITOL CONSTRUCTION SERVICES, INC., an Indiana corporation, (“Construction Manager”) (“Agreement”), is made and entered into this 9th day of January, 2024 (the “Effective Date”) as follows:

WHEREAS, the City of Fishers desires a remodel of certain locations within the Fishers Police Department at 4 Municipal Drive, Fishers, IN (“Project”);

WHEREAS, the City desires to hire a construction manager as an advisor to manage the Project, the contractors and contractors’ scope of work as described in Exhibit A attached hereto and incorporated herein (“Work”);

WHEREAS, Capitol Construction Services, Inc. has the experience and expertise to provide construction manager as advisor services to the City; and

WHEREAS, the City and Capitol Construction Services, Inc. desire to enter into this Agreement to define the rights and responsibilities of each party.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Construction Manager hereby covenant, stipulate and agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. CONSTRUCTION MANAGER OBLIGATIONS

§ 2.1 General

§ 2.1.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.1.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall assist the Owner in fulfillment of its statutory obligations to publish and let for bidding the contract documents in accordance with Ind. Code §36-1-12-1 et seq (“Contract Documents”). Otherwise, Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or requirements of any applicable certifying authority, but the Construction Manager shall promptly report to the Owner any nonconformity discovered by or made known to the Construction Manager.

§ 2.1.3 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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

§ 2.1.5 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.1.5.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.1.5.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.1.5.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.1.5.4 Workers' Compensation as required by statute.

§ 2.1.5.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

§ 2.1.5.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.2 Preconstruction Phase

§ 2.2.1 The Construction Manager shall review the Project details furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's Project details, schedule and construction budget requirements, each in terms of the other.

§ 2.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 2.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 2.2.4 Based on preliminary design and other design criteria prepared for the Project, the Construction Manager shall prepare preliminary estimates of the Cost of the Work using area, volume or similar conceptual estimating techniques for the Owner's approval. If the Owner suggests alternative materials

and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 2.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Owner's review and acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 2.2.7 The Construction Manager shall prepare estimates of the Cost of the Work. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Owner's approval. The Construction Manager shall advise the Owner if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 2.2.8 Omitted.

§ 2.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 2.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding contracts. If multiple contracts are to be awarded, the Construction Manager shall review the drawings and specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 2.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 2.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 2.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 2.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2.17 Following the Owner's approval of the drawings and specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Owner's approval.

§ 2.2.18 The Construction Manager shall submit the list of prospective bidders for the Owner's review and approval.

§ 2.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders, if necessary. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist Owner in answering questions from bidders and issuing addenda, if necessary.

§ 2.2.20 The Construction Manager shall assist the Owner in receipt of bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of contracts or rejection of bids.

§ 2.2.21 The Construction Manager shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 2.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 2.3 Construction Phase Administration of the Construction Contract

§ 2.3.1 The Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial contract for construction and terminates on the date the Owner issues the final Certificate for Payment.

§ 2.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 2.3.3 The Construction Manager shall provide on-site administration of the Contract Documents for construction.

§ 2.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager and the Owner. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 2.3.5 Utilizing the construction schedules provided by the Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner.

§ 2.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 2.3.7 Utilizing information from the Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 2.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities and arrange for the delivery of test and inspection reports to the Owner.

§ 2.3.9 The Construction Manager shall use all reasonable efforts to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when the requirements of a contract are not being fulfilled.

§ 2.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 2.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 2.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of applications for payment by Contractors for progress and final payments.

§ 2.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- a. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's application for payment, review the application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's application and certificate for payment to the Owner.
- b. Where there are Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's application for payment: (1) review the applications and certify the amount the Construction Manager determines is due each Contractor, (2)

prepare a summary of Contractors' applications for payment by summarizing information from each Contractor's application for payment, (3) prepare a certificate for payment, (4) certify the total amount the Construction Manager determines is due all Contractors collectively, and (5) forward the summary of Contractors' applications for payment and certificate for payment to the Owner.

§ 2.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' applications for payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a certificate for payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount certified.

§ 2.3.12.4 The certification of an application for payment by the Construction Manager shall not be a representation that the Construction Manager 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 for the Contractor's own Work, or procedures or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Construction Manager shall however observe the Work in accordance with this Agreement and shall perform its duties as a Construction Manager as Advisor consistent with the professional skill and care ordinarily provided by construction managers as advisors practicing in the same or similar locality under the same or similar circumstances. The certification of an application for payment by the Construction Manager shall constitute Construction Manager's representation that it has reviewed copies of requisitions received from subcontractors and material suppliers applicable to subcontractors and material suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment for work performed by such subcontractors and material suppliers.

§ 2.3.13 The Construction Manager shall review the safety programs developed by each of the Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, subcontractors, agents or employees of the Contractors or subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 2.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work, but the Construction Manager shall make its determinations regarding defects and deficiencies in the Work consistent with the professional skill and care ordinarily provided by construction managers as advisors practicing in the same or similar locality under the same or similar circumstances. The

Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Owner. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Owner of when and where the tests and inspections are to be made so that the Owner may be present for such procedures.

§ 2.3.15 The Construction Manager shall advise and consult with the Owner during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Contractors, subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 2.3.16 The Construction Manager shall transmit to the Owner requests for interpretations and requests for information of the meaning and intent of the drawings and specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Owner, and, if they are accepted, prepare change orders and construction change directives that incorporate the modifications to the Contract Documents.

§ 2.3.18 Omitted.

§ 2.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Owner for approval. The Construction Manager shall promptly review all drawings and other submittals from the Contractors for compliance with the submittal requirements of the Contract Documents, coordinate submittals with information contained in related documents, and transmit to the Owner those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Owner, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors or the Owner.

§ 2.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 2.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information identified below:

- a. Work completed for the period;
- b. Project schedule status;
- c. Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- d. Request for information, Change Order, and construction change directive status reports;
- e. Tests and inspection reports;
- f. Status report of nonconforming and rejected Work;
- g. Daily logs;
- h. Summary of all Contractors' applications for payment;
- i. Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- j. Cash-flow and forecast reports; and
- k. Any other items the Owner may require:

§ 2.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- a. Contractor's work force report;
- b. Equipment utilization report;
- c. Cost summary, comparing actual costs to updated cost estimates; and
- d. Any other items as the Owner may require:

§ 2.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved drawings and other required submittals.

§ 2.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 2.3.23 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 2.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Owner in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 2.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Owner shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the individual Contractor(s) and make recommendations to the Owner when Work is ready for final inspection. The Construction Manager shall assist the Owner in conducting final inspections.

§ 2.3.26 The Construction Manager shall forward to the Owner the following information received from the Contractors: (1) certificates of insurance received from the Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (4) E-Verify affidavits and (5) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 2.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Owner a final application for payment and certificate for payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

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

§ 2.3.30 If the services covered by this Agreement have not been completed within thirteen (13) months of the start of Construction, through no fault of the Construction Manager, or by request of Owner, extension of the Construction Manager's services beyond that time and compensation therefore shall be negotiated between Owner and Construction Manager and incorporated into a change order.

ARTICLE III. OWNER'S OBLIGATIONS

§ 3.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 3.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined herein, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 3.4 Omitted.

§ 3.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a

timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 3.6 Omitted.

§ 3.7 Omitted.

§ 3.8 The Owner may coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 in this Agreement, or authorize the Construction Manager to furnish them as an additional service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 3.9 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.

§ 3.10 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.

§ 3.11 The Owner shall provide prompt written notice to the Construction Manager if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Owner's direction or requests or any fault or defect in the Construction Manager's services.

§ 3.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 3.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractors about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 3.14 Before executing the contract for construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the contract for construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the contracts for construction.

§ 3.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor's to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE IV. COST OF WORK AND CONSTRUCTION MANAGER COMPENSATION

§ 4.1 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 Construction Manager and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager during the Pre-Construction and Construction Phase, including compensation for reimbursable expenses at the job site, if any.

§ 4.2 The Owner's budget for the Cost of the Work will be provided to Construction Manager, and may be adjusted throughout the Project. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 4.3 Omitted.

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

§ 4.5 For the Construction Manager's services, the Owner shall compensate the Construction Manager as follows:

§ 4.5.1 For Preconstruction Phase Services:

\$4,000.00

The Preconstruction Phase cost is \$____, which shall be invoiced and paid separately and is not included within the Contract Sum

§ 4.5.2 For Construction Phase Services in Section 3.3:

Construction Manager shall be paid **Thirteen Thousand, Eight Hundred Dollars (\$13,800.00)** for its staffing costs ("Staffing Costs") as set forth in Exhibit B. Construction Manager shall be further compensated for **Ten Percent (10%)** multiplied by the sum of all Cost of the Work and the Construction Manager's Staffing Costs as set forth herein.

§ 4.6 For Additional Services, the Owner shall compensate the Construction Manager as follows:

\$75 an hour for Superintendent

\$95 an hour for Project Manager

§ 4.7 For Additional Services that may arise during the course of the Project, the Owner shall compensate the Construction Manager as follows:

Change Order cost plus General Contractor Fee = 15%

§ 4.8 Compensation for Reimbursable Expenses

§ 4.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager directly related to the Project and are broken down further on Exhibit C.

§ 4.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager plus **Fifteen Percent (15%)** of the expenses incurred.

§ 4.9 Payments to the Construction Manager

§ 4.9.1 An initial payment of **Sixty Seven Thousand, One Hundred Eighty One Dollars and Sixty Three Cents (\$67,181.63)** 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.

§ 4.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) 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 Construction Manager.

§ 4.9.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amount.

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

ARTICLE V. CLAIMS AND DISPUTES

§ 5.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement 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 Construction Manager waive all claims and causes of action not commenced in accordance with this Section 5.1.1.

§ 5.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages. The Owner or the Construction Manager, 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.

§ 5.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims for bodily injury, death, or property damage by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 5.4 The Construction Manager 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 herein.

ARTICLE VI. TERMINATION OR SUSPENSIONS

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

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

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

§ 6.4 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.

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

§ 6.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

§ 6.7 omitted.

§ 6.8 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 6.9 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE VII. MISCELLANEOUS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 7.2 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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.

§ 7.3 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 Construction Manager.

§ 7.4 Unless otherwise required in this Agreement, the Construction Manager 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.

§ 7.5 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 7.6 Construction Manager represents and warrants to the Owner that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Construction Manager will state, in all solicitations or advertisements for employees placed by or on behalf of Construction Manager, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

§ 7.7 Construction Manager understands and agrees that terms defined in IND. CODE § 22-5-1.7 et seq. are adopted and incorporated into this Section, and pursuant to IND. CODE § 22-5-1.7 et seq., Construction Manager covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Construction Manager shall execute the affidavit included as Exhibit D affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Construction Manager shall provide Owner with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Construction Manager and delivered to the Owner.

City of Fishers, Hamilton County, Indiana

By: _____
 Scott Fadness, Mayor

Capitol Construction Services, Inc.

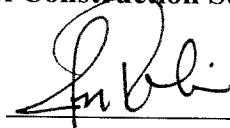
By:  _____
 Its: President

EXHIBIT A
WORK

EXHIBIT B
STAFFING COSTS

EXHIBIT C
REIMBURSEABLE EXPENSES


EXHIBIT D
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Capitol Construction Services, Inc.
an Indiana _____ ("Construction Manager"), effective as of _____, 2024 (the
"Effective Date"), hereby certifies and affirms the following on behalf of Contractor:

1. Construction Manager is enrolled in and is participating in the E-Verify program;
2. Construction Manager does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Construction Manager has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Construction Manager and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Construction Manager.

CAPITOL CONSTRUCTION SERVICES, INC.



Its: President
[SIGNATORY'S POSITION]



CAPITOL
Construction
Services, Inc.

11051 Village Square Lane
Fishers, IN 46038

(317) 574-5488
(317) 574-5482 fax

ATTN: James Hawkins
Company: Fishers Police Department
Project: Forensics Office Area
Location: Four Municipal Drive 3rd flr
Project Mgr: Pam Fox
Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

Version: 2
Date: 1/17/24
Quote: Q2218
RSF:
Cost/SF

Proposal for Construction Services	Qty	Unit	Total
General Conditions			\$35,505.00
General conditions, cleaning, lift rental & floor protection	1	lot	
Visquine plastic barrier to separate construction area from storage	1	lot	
Final construction cleaning	1	lot	
Supervision	1	lot	
Project management	1	lot	
Pre-construction phase	1	lot	
Dumpsters	1	ea	
OH&P	1	lot	
Demo / Carpentry			\$14,100.00
Demo openings in corridor wall for future transom windows	2	ea	
New deck-high insulated wall to enclose office area	60	lin ft	
General wall touch-up for paint	1	lot	
TV blocking	2	lot	
Ceiling Work			\$0.00
N/A	0	lot	
Doors / Glass / Windows			\$10,725.00
Remove 3'6"x7' metal door from vestibule & replace with wood door machined for B-mortise Schlage lock w/ 6"x34" narrow lite; install includes relocating hardware on new door	1	lot	
New HM frame for "Chuck area" and relocate salvaged metal door; HES 1006 CS electric strike	1	lot	
New HM frame & metal door 3'6"x7'; HES 1006 CS electric strike	1	lot	
New HM 4x6 transom window frames	2	ea	
Installation	1	lot	
Standard 1/4" clear glass for new windows	2	lot	
Furniture Budget (RJE)			\$30,000.00
Relocate "Chuck" workstation to new location	1	lot	
Relocate & reconfigure existing Lab furniture stations	4	lot	
Purchase similar work stations components to existing Lab furniture for an additional 4 work stations	4	lot	
New tasks chairs	4	ea	
Movable File Storage			\$8,000.00
Relocate sect of movable file system including floor to new location in Evidence storage; labor only	1	lot	



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Proposal for Construction Services	Qty	Unit	Total
Low Voltage & Card Access			\$19,930.00
Cat6 cables to various work area outlets & camera locations	25	lot	
Cat6 cables to new door access control locations	2	ea	
Terminate all category runs to Cat6 jacks & test	1	lot	
18 gauge 4-conductor wire for REX	1	lot	
16-2 wire for door strikes	1	lot	
22/2 wire for door contacts	1	lot	
Power I/O pigtails	2	ea	
Flip ISONAS reader on existing door	1	lot	
Install ISONAS wall mount keypad reader (13.56Mhz, 125Khz, BLE, backlit)	3	ea	
Install external door kits	3	ea	
PIR RTE motion sensing (white)	3	ea	
3/4" flush mount door contacts	3	ea	
Cat6 48-port patch panel & terminate cables	1	lot	
Hanwah 4MP fixed lens camera with wall-mount bracket	1	lot	
HVAC			\$60,750.00
Remove & reconfigure existing duct back to evidence room	1	lot	
Relocate existing ductless split to make room for new wall, includes relocating controls	1	lot	
Install new Trane ductless split for new office area	1	lot	
Design-build engineering & stamped permit drawings	1	lot	
Roof flashing allowance (\$1200)	1	lot	
Sprinkler			\$3,750.00
Modify existing sprinkler heads to accommodate new wall layout	1	lot	
Stamped drawings submitted to State for review	1	lot	
Electrical			\$12,630.00
Demo as needed & permit	1	lot	
Relocate existing pendant lighting: (3) short pendants on Evidence side; (3) short pendants, (3) wall sconces & (5) pendants from current office space for new office/corridor lighting	1	lot	
3-way switching to control lighting from each door into office area	1	lot	
Exit lights	2	ea	
Standard duplex receptacles to include TVs	6	ea	
Dedicated duplex receptacle for "Chuck's new area"	1	ea	
Dedicated copier receptacle inside office area	1	ea	
Furniture power feeds	3	ea	
LV rough-in boxes w/ pullstrings (cabling by others)	5	ea	



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Location: Four Municipal Drive 3rd flr
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Proposal for Construction Services	Qty	Unit	Total
Power for new Trane split system	1	lot	
Fire alarm allowance to relocate devices as needed for new wall layout	1	lot	
Update panel schedule	1	lot	
Plumbing			\$0.00
N/A	0	lot	
Floorcovering / Tile			\$3,826.00
New carpet tile in office area (\$30/sy installed ALLOWANCE)	101	sq yds	
VCB inside office & Evidence side of new wall	218	lin ft	
Carpet to concrete transition strips	1	lot	
Floor prep (\$250 ALLOWANCE)	1	lot	
Wall Finishing / FRP			\$7,137.50
Prime & paint inside new office & Evidence side of new wall	3270	sq ft	
Paint corridor side of wall corner-to-door frame where windows cut-in	780	sq ft	
Touch-up metal deck paint	1	lot	
Paint window frames	2	lot	
Paint door frames	3	ea	
Paint new metal doors	2	lot	
Stain new wood door	1	lot	
<i>Thank you for the opportunity to bid.</i>	Base Bid		\$206,353.50

Exclusions/Comments:

Excludes moving boxed contents
Any items not mentioned in proposal

Alternates:	Qty	Unit	
N/A	0	lot	\$0.00

Signature: _____ **Date:** _____



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Proposal for Construction Services

Qty Unit Total

Bid is based upon current material & equipment prices and assumes that these items will be available in the time frames required to complete the project in the owner's provided schedule. However, because of the recent scarcity of materials due to global supply chain issues caused by the worldwide pandemic, any substantial price increases or the need to use alternates for items specified in the drawings, will need to be addressed on a case-by-case basis during the construction process, as will any changes in costs or additions to the schedule. Capitol Construction will attempt to find solutions to any issues that presents itself; but Capitol Construction and our subcontractors cannot be held liable for these occurrences, which are considered to be acts of Force Majeure outside of any parties' foreseeable control.



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11051 Village Square Lane
Fishers, IN 46038

(317) 574-5488
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ATTN: James Hawkins
Company: Fishers Police Department
Project: DNA Lab Expansion & VMD Connection
Location: Four Municipal Drive 3rd flr
Project Mgr: Pam Fox
Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

Version: 2
Date: 1/17/24
Quote: Q2218
RSF:
Cost/SF

Proposal for Construction Services	Qty	Unit	Total
General Conditions			\$37,000.00
General conditions, cleaning, lift rental & floor protection	1	lot	
Visquine plastic barrier to separate construction area from storage	1	lot	
Final construction cleaning	1	lot	
Supervision	1	lot	
Project management	1	lot	
Pre-construction phase	1	lot	
Dumpsters	1	ea	
OH&P	1	lot	
Demo / Carpentry			\$10,332.00
Demo existing deck-high wall in new Lab	10	lin ft	
Demo carpet & VCB	416	sq ft	
New deck-high insulated wall to enlarge Lab	26	lin ft	
General wall touch-up for paint	1	lot	
Ceiling Work			\$4,672.00
New acoustical ceiling in 2x2 pattern; standard white 15/16" grid & \$5/sf ALLOWANCE for ceiling tile	584	sq ft	
Doors / Glass / Windows			\$0.00
N/A	0	lot	
Furniture Budget (RJE)			\$0.00
N/A (included in Office quote)	0	lot	
Movable File Storage			\$10,000.00
Remove end cap of movable file system to another location in Evidence lab to allow for Lab wall expansion	1	lot	
Add (2) new carriages & shelving to fill-in 4' of vacant space near the end cap relocation; includes new material, freight & labor	1	lot	
Low Voltage & Card Access			\$0.00
N/A	0	lot	
HVAC			\$148,700.00
Reconfigure & add duct to include the Lab expansion area	1	lot	
Convert Lab from open concept to acoustical ceiling using duct, diffusers & grilles; includes duct insulation	1	lot	
Relocate thermostat as needed	1	lot	



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Project: DNA Lab Expansion & VMD Connection
Location: Four Municipal Drive 3rd flr
Project Mgr: Pam Fox
Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

Version: 2
Date: 1/17/24
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Cost/SF

Proposal for Construction Services	Qty	Unit	Total
VMD: provide & install 1000 cfm exhaust to remove 10kw heat load; includes capture hood, duct & insulation	1	lot	
VMD set equipment & install hosing to chiller (\$4,000 ALLOWANCE)	1	lot	
Design-build engineering & stamped permit drawings	1	lot	
Roof flashing allowance (\$3700)	1	lot	
HVAC: Make-up air unit	1	lot	
Fan coil unit (including drain-down of glycol system)	1	lot	
Ductless split system	1	lot	
Controls & balancing	1	lot	
VMD installation and connections only; does not include calibration. If required, assumed that will be completed by a VMD representative			
Sprinkler			\$3,750.00
Turn-down existing sprinkler heads into new acoustical grid	1	lot	
Stamped drawings submitted to State for review	1	lot	
Electrical			\$14,200.00
Demo as needed & permit	1	lot	
New LED 2x4 flat panel lights in new grid of Lab	10	ea	
Dedicated circuits for Lab general area	3	ea	
VMD circuit & connection 40amp 120/208 volt 3-phase 4-wire (plus ground)	1	lot	
Chiller circuit & connection	1	lot	
Exhaust circuit & connection	1	lot	
LV rough-in boxes w/ pullstrings (cabling by others)	3	ea	
Fire alarm allowance to relocate devices as needed for new wall layout	1	lot	
Update panel schedule	1	lot	
HVAC power for MUA unit, fan coil unit & ductless split	1	lot	
Plumbing			\$0.00
N/A	0	lot	
Floorcovering / Tile			\$8,400.00
New 3-coat solid epoxy floor system in new Lab area (includes grind floor prep)	584	sq ft	
Grind & apply 3-coat solid epoxy floor system to existing Lab 325	1	lot	
VCB inside Lab & Evidence side of new wall	218	lin ft	
Wall Finishing / FRP			\$4,470.00
Prime & paint inside new Lab & Evidence side of new wall (inside corner to inside corner)	3960	sq ft	
Touch-up metal deck paint	1	lot	



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Proposal for Construction Services	Qty	Unit	Total
<i>Thank you for the opportunity to bid.</i>			Base Bid
			\$241,524.00

Exclusions/Comments:

Excludes furniture moving/storage (included in Office portion of pricing)
Excludes any work in existing Lab 325 other than new epoxy application
Excludes calibration of VMD unit; install included
Excludes delivery of VMD to 3rd flr
Any items not mentioned in proposal

Alternates:	Qty	Unit	
N/A	0	lot	\$0.00
N/A	0	lot	\$0.00

Signature: _____ **Date:** _____

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