August 29, 2024

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| Town of McCordsville  Attn: Tim Gropp, Town Manager  6280 W 800 N  McCordsville, IN 46055 |  |  |

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| Re: | Facilities Management Post-Occupancy Services  2024-106.000 |

Dear Tim:

We are pleased to submit this Letter of Agreement for the facilities management post-occupancy services to the Town of McCordsville.

By this Letter and subject to the terms and conditions contained herein the Town of McCordsville, (Owner) authorizes Waypoint Strategies, Inc., (Waypoint Strategies) to undertake the Services as described in this Letter.

* 1. SCOPE OF THE PROJECT

The Owner is currently in the process of completing construction on a new police station and has a need to ensure smooth opening and operation of the police station, including asset inventories, documentation maintenance processes and materials documentation, and appropriate coverage for maintenance tasks by Owner personnel and contracted services.

* 1. Scope OF THE SERVICES

1. Waypoint Strategies will work with the Town of McCordsville leadership to provide the following services:

* Pre-occupancy, post-construction preparation of facilities for management by the town, including necessary code and safety compliance materials, maintenance contracts, warranty follow-ups, security measures, etc.
* Creation of asset inventories to support efficient maintenance materials purchasing and long-term management of assets.
* Documentation of routine and preventative maintenance procedures for each asset.
* Other related support and management duties as requested by the Town and agreed to in writing.
  1. Deliverables

At the conclusion of the project, Waypoint Strategies will deliver to Owner the following information, in both written and digital form:

* Copies and organization of necessary building paperwork, warranty information, preventative and routine maintenance procedures.
* Asset inventory listing for materials purchasing.
* 5- year preventative maintenance plan.
  1. Schedule of Activities

Key activities with approximate timeframes are as follows:

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| **Activity** | **Estimated Timeframe** |
| Project kick-off with building tour | Mid-September |
| Stakeholder meetings to include A/E, Contractor, Suppliers, Owner Stakeholders | Late September |
| Information gathering | Late September - October |
| Data Aggregation | October - November |
| Completion | Beginning of December |
| Project updates and/or meetings with Owner contact | Bi-weekly (minimum) |

* 1. owner-provided items

1. Owner will provide access to all available building and construction plans, specifications, materials information, and construction project close-out documents. Owner will also provide access to appropriate personnel and the building to complete the project.
   1. ASSUMPTIONS/CLARIFICATIONS

Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, Waypoint Strategies assumes no responsibility for its accuracy.

New information or unforeseen conditions that require services beyond those indicated in this Letter will be identified as Additional Services and may be subject to an adjustment in the schedule and/or fee. Written authorization from the Owner is required prior to performing any Additional Services.

* 1. Fee AND PAYMENT

The fee will be billed on an hourly basis, as indicated by the fee schedule below, not to exceed $30,000 total. Additional services requested by the Owner will be billed according to Waypoint Strategies’ current Hourly Rate Schedule.

Hourly Fee Schedule

PM (Audra Blasdel): $240

Project Support: $100

Reimbursed expenses include mileage, printing, and Owner authorized costs related to travel, testing and/or permitting. Reimbursed expenses will be billed at cost times 1.10, estimated to be less than $250 per month.

The fee will be billed monthly. Payments are due and payable fifteen (15) days from the date of the invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month.

Waypoint Strategies will provide updates on hours utilized during bi-weekly owner meetings and will provide ample notice for any potential need for additional hours on the project.

* 1. ADDITIONAL TERMS

Waypoint Strategies is not responsible for any loss, damage or liability arising from negligent acts by any persons or companies other than employees or consultants of Waypoint Strategies. It is agreed that any liability of Waypoint Strategies is limited to the amount of the fee. Further, Waypoint Strategies’ responsibility and liability is limited to the Owner.

The use by third parties of documents and electronic data prepared as a part of this Agreement without the knowledge and consent of Waypoint Strategies shall be at the risk of the Owner and/or the third parties.

If the Owner cancels this Agreement, the Owner agrees to pay to the Waypoint Strategies upon notice of cancellation for any time or costs incurred before receipt of said notice. Should either party of this Agreement institute legal proceedings because of alleged failure to perform in accordance with its terms, the party against whom judgment is rendered shall pay for all costs, both legal and otherwise, incurred by the other during said action.

Please indicate your acceptance of the terms and conditions of this Letter by signing and returning one copy of this Agreement. Receipt of the executed Letter will serve as our authorization to proceed with the Work. Also enclosed is the Indiana Department of Revenue General Sales Tax Exemption Certificate which should be filled out and if tax exempt, the appropriate reason code should be checked. Please return this form with the executed Letter of Agreement.

Thank you for this opportunity to be of service.

Sincerely,

WAYPOINT STRATEGIES

A Division of Schmidt Associates

|  |  |
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| Audra Blasdel  Division Lead/Project Manager  ablasdel@waypoint-strat.com | Sarah Hempstead, AIA, LEED AP  Chief Executive Officer / Principal  shempstead@schmidt-arch.com |

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| Accepted: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | *(Signature)* | *(Date)* |
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|  | *(Printed name and title)* | |