

October 29, 2024

Tim Gropp  
Town Manager  
Town of McCordsville  
6280 W CR 800  
McCordsville, IN 46055

Re: Owner's Representative Services  
Community Center & Town Hall Renovations  
2024-207.000

Dear Tim:

We are pleased to submit this Letter of Agreement for owner's representative services for the Community Center and Town Hall renovation projects.

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.

Direction will be provided by Tim Gropp.

## SCOPE OF THE PROJECT

The Town of McCordsville has two renovation/adaptive reuse projects to complete—the renovation of the Volunteer Fire Department building into a Community Center and the renovation of existing Town Hall. These projects will be treated as phases within contracting and scheduling. The scope of services for both projects are the same.

## SCOPE OF THE SERVICES

### PROJECT DEFINITION AND GOAL SETTING

**Scope and Objectives:** Define project scope, objectives, timeline, and budget.

**Stakeholder Management:** Identify and communicate with key stakeholders to ensure alignment and support.

### BUDGET AND FINANCIAL PLANNING

**Initial Budgeting:** Estimate costs related to land acquisition, design, permits, and construction.

**Funding Strategy:** Explore financing options and create cash flow projections to ensure financial feasibility.

### PERMITTING AND ENTITLEMENTS

**Permit Acquisition Strategy:** Develop a plan to secure necessary permits and navigate regulatory requirements.

**Community Engagement:** Manage public approvals and address community concerns effectively.

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### WAYPOINT STRATEGIES

A DIVISION OF  
SCHMIDT ASSOCIATES

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### LOCATIONS

415 MASSACHUSETTS AVENUE  
INDIANAPOLIS, IN 46204  
317.263.6226

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### PRINCIPALS

SARAH HEMPSTEAD, AIA, LEED AP  
KEVIN SHELLEY, AIA, LEED AP  
BRETT QUANDT, CDA  
LISA GOMPERTS, FAIA, LEED AP  
ANNA MARIE BURRELL, AIA, RID  
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#### **PROCUREMENT AND CONTRACTING STRATEGY**

**Procurement Planning:** Decide on project delivery methods and prequalify contractors.

**Contract Management:** Develop RFPs, evaluate proposals, and negotiate favorable contracts.

#### **SCHEDULE DEVELOPMENT**

**Master Scheduling:** Create and manage a detailed pre-construction timeline to track key milestones and deadlines.

#### **RISK MANAGEMENT**

**Risk Identification and Mitigation:** Recognize potential challenges and establish contingency plans to address them.

#### **REPORTING AND COMMUNICATION**

**Regular Updates:** Provide consistent status reports and facilitate meetings to keep all stakeholders informed.

#### **CONSTRUCTION MANAGEMENT**

**Coordination:** Day-to-day coordination with construction manager, vendors and contractors, ensuring project delivery and overall schedule adherence

**Change Requests:** Manage all change requests, evaluating their impact on time, cost and quality, and negotiating the best outcomes.

#### **DOCUMENTATION & RECORD KEEPING**

**Record Maintenance:** Maintain records for all contracts, invoices, change orders, meetings, communications, and other vital project documents.

#### **STAKEHOLDER MANAGEMENT**

**Stakeholder Engagement:** Serve as the conduit between project stakeholders including architects, contractors, subcontractors, local authorities and the Town.

**Project Alignment:** Facilitate meetings, resolve issues, and ensure all parties are aligned with the project goals.

#### **PROJECT CLOSEOUT**

**Project Hand-off:** Ensure smooth project handover, including punch lists, final inspections, and occupancy.

### **OPTIONAL ADDITIONAL SCOPE OF THE SERVICES**

These optional additional services will compliment base services and will be an extension of work being completed at the new police station, providing consistency amongst buildings and processes.



### **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.

### **ASSET INVENTORY**

Creation of asset inventories to support efficient maintenance materials purchasing and long-term management of assets

### **DOCUMENTATION**

Documentation of routine and preventative maintenance procedures for each asset.

### **DELIVERABLES**

The following deliverables represent Waypoint Strategies' commitments throughout each Phase and at project close-out. The deliverables for the optional additional services are also included.

For each project/phase:

- Weekly written project updates.
- Monthly detailed budget and schedule updates, including documentation associated with change requests.
- Coordination of OAC meetings throughout the project, to include Town leadership, as needed.
- Quarterly written updates for McCordsville Town Leadership.
- Ongoing communication and coordination with project stakeholders, including Town personnel and the AEC team.
- Additional project communications, as needed or requested.

Optional Additional 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.

### **SCHEDULE OF ACTIVITIES**

This preliminary schedule was created based upon an initial review of the provided documents for each project. It is understood that schedules are subject to change based upon updated information and coordination with other project stakeholders.

### **PHASE 1: TOWN HALL**

- Contractor Procurement: November 2024
- Final Design, Design Review & Pre-Construction: December 2024



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- Bidding and Contracting: January 2025
- Construction: February 2025 – June 2025
- Project Close-Out: July 2025
- Optional Additional Scope: August – September 2025

## **PHASE 2: COMMUNITY CENTER**

- Contractor Procurement: November 2024
- Project Scoping & Preliminary Design: November 2024
- Design, Design Review & Pre-Construction: December 2024 – March 2025
- Construction Documents & Final Estimating: April 2025
- Bidding & Contracting: May 2025
- Construction: June – September 2025
- Project Close Out: October 2025
- Optional Additional Scope: November - December 2025

## **OWNER-PROVIDED ITEMS**

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.

## **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.

## **FEE AND PAYMENT**

The fee is based upon the current schedule, as outlined above. The fee will be a fixed amount, billed monthly per project/phase, as noted in the chart below. Additional services requested by the Owner will be billed according to Waypoint Strategies' current Hourly Rate Schedule.

### **Phase 1: Town Hall Renovation**

- Total Fee: \$28,600
- Monthly Billing: \$2,600



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## **Phase 2: Community Center**

- Total Fee: \$31,200
- Monthly Billing: \$2,400

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 thirty (30) days from the date of the invoice. Amounts unpaid thirty (45) days after the invoice date shall bear interest at the rate of 1.5% per month.

## **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*  
Audra Blasdel  
Division Lead/Project Manager  
ablasdel@waypoint-strat.com

*Sarah Hempstead*  
Sarah Hempstead, AIA, LEED AP  
Chief Executive Officer / Principal  
shempstead@schmidt-arch.com

Accepted: \_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed name and title)

Copy: Kevin Shelley, Schmidt Associates  
Brett Quandt, Schmidt Associates  
Julie Kost, Schmidt Associates



**SCHMIDT**  
ASSOCIATES

# Hourly Rate Schedule

CEO – Principal / COO – Principal	\$350.00
Principal-In-Charge	\$300.00
Project Manager – Principal	\$280.00
Energy and Optimization Service Manager - Associate	\$265.00
Project Manager – Associate / Client Liaison	\$265.00
Sr. Project Architect – Principal	\$265.00
Project Delivery Systems Manager	\$250.00
Sr. Project Architect - Associate / Sr. Engineer - Associate	\$230.00
Design Architect / Design Landscape Architect	\$270.00
Sr. Project Architect / Sr. Engineer	\$220.00
Energy Engineer / Project Manager / Project Coordinator	\$215.00
BIM Specialist / Sr. Engineering Designer - Associate	\$210.00
Sr. Construction Administration / Field Manager	\$200.00
Sr. Engineering Designer / Technology Specialist / Associate	\$200.00
Engineer / Project Architect	\$180.00
Graphic Visualization Specialist	\$180.00
Sr. Landscape Architect / Manager	\$180.00
Urban Planner / LEED® Administrator	\$180.00
Sr. Engineering Designer / Controls Systems Specialist	\$180.00
Tech Resources Specialist / Sr. Interior Designer	\$175.00
Permitting Coordinator	\$165.00
Architect / BIM Designer / Technology Designer / CA	\$150.00
Landscape Architect	\$145.00
Sr. Architectural Graduate / Civil Designer	\$145.00
Interior Designer / Engineering Designer	\$145.00
Sr. Administrative / BIM Coordinator	\$140.00
Graduate Architect / Graduate Engineer	\$130.00
BIM Technician	\$125.00
Graduate Interior Designer / Administrative	\$120.00
Graduate Landscape Architect / Digital Media Specialist	\$120.00
Office Support	\$110.00
Interns	\$75.00

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**BETTER FORESIGHT.  
BETTER INSIGHT.  
BETTER ON-SITE.**

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## LOCATIONS

415 MASSACHUSETTS AVENUE  
INDIANAPOLIS, IN 46204  
317.263.6226

731 BRENT STREET, SUITE 203  
LOUISVILLE, KY 40204  
502.581.0042

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Hourly rates include payroll expenses, taxes, insurance, overhead and profit, and local telephone. Staffing and equipment selection is at the discretion of Schmidt Associates, Inc.

*Confidential - not for unauthorized distribution.*

*Rates Effective 2/22/2024*

**Form ST-105**

State Form 49065 R4/ 8-05

Indiana Department of Revenue  
**General Sales Tax Exemption Certificate**

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

**Sales tax must be charged unless all information in each section is fully completed by the purchaser.** Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

<b>Section 1</b> (print only)	Name of Purchaser _____		
	Business Address _____ City _____ State _____ Zip _____		
	Purchaser must provide minimum of one ID number below.*		
	Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.....		
	TID# (10 digits)		LOC# ( 3 digits)
<b>Section 2</b>	If not registered with the Indiana DOR, provide your State Tax ID Number from another State.....		
	State ID#		State of Issue
	<b>*See instructions on the reverse side if you do not have either number.</b>		

<b>Section 3</b>	Is this a <input type="checkbox"/> blanket purchase exemption request or a <input type="checkbox"/> single purchase exemption request? (check one)		
	Description of items to be purchased. _____		

<b>Section 4</b>	Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)		
	<input type="checkbox"/> Sales to a retailer, wholesaler, or manufacturer for <b>resale</b> only.		
	<input type="checkbox"/> Sale of manufacturing machinery, tools, and equipment to be used directly in direct <b>production</b> .		
	<input type="checkbox"/> Sales to <b>nonprofit organizations</b> claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)		
	<input type="checkbox"/> Sales of tangible personal property predominately used (greater than 50 percent) in providing <b>public transportation</b> - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a <b>school bus operator</b> , must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT# _____		
	<input type="checkbox"/> Sales to persons, occupationally engaged as farmers, to be used directly in production of <b>agricultural</b> products for sale. <b>Note:</b> A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.		
	<input type="checkbox"/> Sales to a <b>contractor</b> for exempt projects (such as public schools, government, or nonprofits).		
	<input type="checkbox"/> Sales to <b>Indiana Governmental Units</b> (agencies, cities, towns, municipalities, public schools, and state universities).		
<b>Section 5</b>	<input type="checkbox"/> Sales to the <b>United States Federal Government</b> - show agency name. _____ <b>Note:</b> A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.		
	<input type="checkbox"/> Other - explain. _____		

<b>Section 6</b>	I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.		
	I confirm my understanding that misuse, ( <i>either negligent or intentional</i> ), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.		
	Signature of Purchaser _____		Date _____
<b>Section 7</b>	Printed Name _____		Title _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.

**Seller must keep this certificate on file to support exempt sales.**



**Form ST-105**  
**General Information and Instructions**

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.
- Federal Government** – place your FID# in the State ID# space.
- Farmer** – place your SS# or FID# in the State ID# space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.
- Nonprofit Organization** – must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

**Note:** The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.