

BOARD MEETING
ADMINISTRATION OFFICE
December 10, 2018
7:00 P.M.

Call to Order – All Members Present, Melissa Smith, Phil Foster, Shane Steimel, Brian Gott, Rick Davis, Dennis Reagan, Mike Martin

Pledge of Allegiance
Prayer

The chair turned the floor over to Kent Frandsen, attorney, to begin the 1028 hearing.

Public Meeting-1028 Project Hearing

1. Kent Frandsen, Legal Counsel
2. Kyle Miller, Schmidt Associates
3. Belvia Gray, Umbaugh Associates, Financial Consultants
4. Action Items for 1028 Project Hearing
 - 1) Testimony and questions from the public
 - 2) Board discussion
 - 3) Project Resolution – Jr/Sr High School Project
 - 4) Preliminary Bond Resolution-Jr/Sr High School Project
 - 5) Reimbursement Resolution

Mr. Steimel introduced Board counsel Kent Frandsen who explained to the Board and audience that under Indiana law whenever a school corporation proposes to construct or renovate a school building at a cost in excess of one million dollars it must first hold a public hearing, which is being conducted this evening. The proof of publication of the notice of this project hearing was noted to be in the school's file. Mr. Frandsen further explained that at this hearing presentations would be received concerning the proposed renovation of and improvements to the Junior/Senior High School and other school facilities (the "Project") in order to (a) to inform the public as to the proposed Project, and (b) to allow all interested parties, taxpayers and patrons of the School Corporation to voice their opinions as to the Project and ask any questions.

A presentation regarding the need for the Project was then made by Kyle Miller of Schmidt and Associates, Architects. He presented a Power Point evaluation of the existing facility with the scope and details of the proposed Project, its estimated cost and the anticipated completion schedule. Belvia Gray of Umbaugh, the Board's financial advisor, then explained that the Project would be funded by the issuance of up to \$5 million

in building corporation bonds, and she outlined a proposed schedule of lease rental payments and their projected tax rate impact on the community.

After the above presentations, Mr. Frandsen invited testimony, comments or questions from the public, but no one from the public asked to speak. So the public hearing was closed.

The Board then considered a resolution to move forward with the Project. The resolution attached as Exhibit A was read by Mr. Frandsen and unanimously approved by the Board.

The Board was advised that it needed to consider the financing of the Project. After it was presented, the Board adopted the resolution attached as Exhibit B by a unanimous vote.

Mr. Frandsen further stated that the Board needed to consider a Reimbursement Resolution and the resolution attached as Exhibit C was read and adopted by a unanimous vote.

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the November 5, 2018, School Board Meeting.

Motion: Mike Martin, Second: Dennis Reagan, (Discussion) Vote: 7-0

- **SPECIAL PRESENTATIONS/RECOGNITIONS**

- Matt Foxworthy – Radio/TV
 - Matt and his students talked about their roles in live broadcasting and the successes that were achieved. The board thanked them for all their efforts and commended them for bringing the community together.
- Jobs for America's Graduates
 - Representatives from JAG presented about a new program at WBHS beginning in January 2019. This program is designed for students who may not be currently plugged into an extra-curricular activity at this time and will help them build relationships with positive adults in hopes of assisting with future career goals.

- **REPORTS – No Reports**

ACTION ITEMS

By individual motions, the Board approves/adopts the following items or actions.

- **PERSONNEL**- All employment recommendations are pending completed satisfactory criminal background history report.

- **Corporation**

- Jillian Leffeck – Employment – part time cook effective November 19, 2018

- **Thorntown**

- Alynda Neubeck – Employment – Cafeteria Supervisor effective November 19, 2018

- Robin Osborne – Change in position from full-time Cafeteria Supervisor to part time effective November 26, 2018
- **ECA Recommendations**
- Elijah Allen – 5th Grade Volunteer Boys Basketball Coach 2018-2019
- **Granville Wells**
- **ECA Recommendations**
- Todd Smith – 5th Grade Volunteer Assistant Coach Girls Basketball 2018-2019
- Chris Faulk – 5th Grade Volunteer Boys Basketball Coach 2018-2019
- Darla Kopriva – 5th Grade Volunteer Boys Basketball Coach 2018-2019
- Shay Yancey – 5th Grade Volunteer Boys Basketball Coach 2018-2019
- **Western Boone**
- Jean Labrie – Retirement – Cook effective December 21, 2018
- **Western Boone Athletics**
- Mark Ransom – Co-Ed Varsity Swimming & Diving Volunteer Assistant Coach

The Chair entertained a motion to approve the personnel as presented

Motion: Brian Gott , Second Phil Foster, (Discussion), Vote: 7-0

- **BUSINESS**

- **Approval of Architect Contract**
- Superintendent Ramey recommended the Board approve Schmidt Associates for architectural services
- Mr. Ramey stated Kent Frandsen has reviewed the contract and Mr. Ramey asks for approval.*

Motion: Phil Foster, Second: Brian Gott, (Discussion), Vote: 7-0

- **Municipal Advisory Services Contract**
- Superintendent Ramey recommended the Board approve H.J. Umbaugh Associates Proposed First Mortgage Bonds, Series 2019
- Mr. Ramey stated Kent Frandsen reviewed the contract and Mr. Ramey recommends the contract be approved.*

Motion: Rick Davis, Second: Melissa Smith, (Discussion) Vote: 7-0

- **End of Year Accounting**
- Superintendent Ramey recommended the Board pre-approve the payment of claims, invoices, and allowances received prior to December 31, 2018.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote 7-0

- Superintendent Ramey recommended the Board pre-approve the corporation treasurer to make any and all adjustments to appropriations to close the financial accounting for the budget year 2018 on December 31, 2018.

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 7-0

- **Donation**

- Superintendent Ramey recommended the Board to approve the following:
 - Thorntown Elementary School received a \$200.00 anonymous donation for the Thorntown Elementary Student Assistance Fund
 - Thorntown Elementary School received a \$100.00 donation from The Knights of Pythias to 30 certified teachers

Motion: Rick Davis, Second: Dennis Reagan, (Discussion), Vote: 7-0

- **Non-Resident Student**

- Superintendent Ramey recommended the Board to approve the following Non-Resident Student:
 - Mia Stadler - Western Boone Jr.-Sr. High School, 12th Grade, 2018-2019 school year

Motion: Rick Davis, Second: Dennis Reagan, (Discussion), Vote: 7-0

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of November 5, 2018, through December 10, 2018, as submitted
Mr. Whiteley reviewed the claims and ask for board approval.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 7-0

- **MONTHLY FINANCIAL REPORTS**

Mr. Whiteley reviewed the current financial situation as of month end, November 30, 2018.

- **OTHER**

- **BUSINESS**

- **Donation**

- Superintendent Ramey recommended the Board to approve the following:
 - Granville Wells Elementary School received a \$100.00 donation from Jerry Brown for the Student Assistance Fund
 - Granville Wells Elementary School received a \$200.00 donation from Patty Whitehouse for the Student Assistance Fund

Motion: Dennis Reagan, Second: Mike Martin, (Discussion), Vote: 7-0

- **ANNOUNCEMENTS**

- Western Boone – Band Concert December 12, 2018, 7:00 P.M.
- Thorntown Elementary – Christmas Program December, 13, 2018, 7:00 P.M.
- Granville Wells Elementary – Christmas Program December 17, 2018, Grades 1, 3, 5
- Granville Wells Elementary – Christmas Program December 18, 2018, Grades K, 2, 4, 6th
- Western Boone – End of First Semester December 21, 2018
- Western Boone – Christmas Break Begins December 21, 2018
- Western Boone School Corporation – Second Semester Begins January 8, 2019, Students First Day Back

- **ADJOURNMENT**

The Chair asked for any final business and none was mentioned. The Chair entertained a motion to adjourn.

Motion: Dennis Reagan, Second: Mike Martin, (Discussion), Vote: 7-0

**EXCERPTS FROM MINUTES OF A MEETING
OF THE BOARD OF SCHOOL TRUSTEES
WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION**

A meeting of the Board of School Trustees (the "Board") of Western Boone County Community School Corporation (the "School Corporation") was held at the Administration Center, 1201 North SR 75, Thorntown, Indiana, on Monday, December 10, 2018 at the hour of 7:00 p.m. (Local Time), pursuant to notice duly given in accordance with the rules of the Board.

The meeting was called to order by the Shane Steimel, President of the Board.

On call of the roll, the members of the Board were shown to be present or absent as follows:

Present: Shane Steimel, Mike Martin, Rick Davis, Brian Gott, Melissa Smith, Phil Foster and Dennis Reagan

Absent: None

(Among other proceedings had and actions taken were the following:)

Mr. Steimel introduced Board counsel Kent Frandsen who explained to the Board and audience that under Indiana law whenever a school corporation proposes to construct or renovate a school building at a cost in excess of one million dollars it must first hold a public hearing, which is being conducted this evening. The proof of publication of the notice of this project hearing was noted to be in the school's file. Mr. Frandsen further explained that at this hearing presentations would be received concerning the proposed renovation of and improvements to the Junior/Senior High School and other school facilities (the "Project") in order to (a) to inform the public as to the proposed Project, and (b) to allow all interested parties, taxpayers and patrons of the School Corporation to voice their opinions as to the Project and ask any questions.

A presentation regarding the need for the Project was then made by Kyle Miller of Schmidt and Associates, Architects. He presented a Power Point evaluation of the existing facility with the scope and details of the proposed Project, its estimated cost and the anticipated completion schedule. Belvia Gray of Umbaugh, the Board's financial advisor, then explained that the Project would be funded by the issuance of up to \$5 million in building corporation bonds, and she outlined a proposed schedule of lease rental payments and their projected tax rate impact on the community.

After the above presentations, Mr. Frandsen invited testimony, comments or questions from the public, but no one from the public asked to speak. So the public hearing was closed.

The Board then considered a resolution to move forward with the Project. The resolution attached as Exhibit A was read by Mr. Frandsen and unanimously approved by the Board.

The Board was advised that it needed to consider the financing of the Project. After it was presented, the Board adopted the resolution attached as Exhibit B by a unanimous vote.

Mr. Frandsen further stated that the Board needed to consider a Reimbursement Resolution and the resolution attached as Exhibit C was read and adopted by a unanimous vote.

Mike Martin, Secretary

ATTEST:

Shane Steimel, President

EXHIBIT A

PROJECT RESOLUTION

WHEREAS, the Board of Trustees (the "Board") of Western Boone County Community School Corporation (the "School Corporation") at a meeting on December 10, 2018 held a public hearing in accordance with Indiana Code § 20-26-7-37 for the purpose of answering questions and listening to taxpayers' comments and any evidence they may present about the proposed renovation of and improvements to Junior/Senior High School and other school facilities (the "Project"); and

WHEREAS, the Board has carefully studied all of the known options and feels that the proposed Project is in the best interests of the present and future students to be served by these facilities; now, therefore,

BE IT RESOLVED, that the purpose of the Project is to provide an improved educational environment for students.

BE IT FURTHER RESOLVED, that the estimated hard and soft costs of the Project are \$4,710,000, with estimated costs of issuance of \$290,000, resulting in total estimated Project cost of \$5,000,000.

BE IT FURTHER RESOLVED, that the estimated \$5,000,000 will be funded by one or more of the following: Capital Projects Fund, and a building corporation bond issue with an anticipated impact on the Debt Service Fund tax rate of \$0.3457 per \$100 assessed valuation based on an estimated \$664,491,306 assessed valuation beginning in 2020. However, as existing obligations mature, the anticipated net impact on the Debt Service Fund tax rate will be \$0.0027.

Passed and adopted this 10th day of December, 2018.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT B

RESOLUTION DETERMINING NEED FOR PROJECT

WHEREAS, an investigation has been conducted by the Board of School Trustees (the "Board") of Western Boone County Community School Corporation (the "School Corporation") with respect to the renovation of and improvements to Junior/Senior High School and other school facilities (the "Project") and leasing all or a portion of the Project from the Western Boone Multi-School Building Corporation (the "Building Corporation"); and

WHEREAS, this Board now finds that a need exists for the Project, and that the School Corporation cannot provide the necessary funds to pay the cost of the Project required to meet such need; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the financing of the Project by the Building Corporation and the lease of such facility to the School Corporation; now, therefore,

BE IT RESOLVED, that a need exists for the Project, and that the Project cannot be funded from sufficient funds available to the School Corporation, and that this Board proceed to take such steps as may be necessary to secure the Project and leasing of such school facility as provided by the Indiana Code Title 20, Article 47, Chapter 3.

Passed and Adopted this 10th day of December, 2018.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT C

DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, Western Boone County Community School Corporation (the "School Corporation") intends to finance the renovation of and improvements to Junior/Senior High School and other school facilities (the "Project"); and

WHEREAS, the School Corporation reasonably expects to reimburse certain costs of the Project with proceeds of obligations to be incurred on behalf of the School Corporation in an amount not to exceed \$5,000,000; and

WHEREAS, the School Corporation, acting through a leasing entity, expects to have obligations issued on its behalf for the Project and to use the proceeds hereof to reimburse or pay costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the School Corporation declares its official intent to acquire, construct or rehabilitate the Project with proceeds of obligations incurred on behalf of the School Corporation in an amount not to exceed \$5,000,000 for the purpose of paying or reimbursing costs of the Project; and to approve obligations issued by a leasing entity that will lease the Project to the School Corporation.

BE IT FURTHER RESOLVED, that the School Corporation reasonably expects to reimburse itself from proceeds of obligations issued on behalf of the School Corporation for costs of the Project paid prior to the issuance of the obligations.

Passed and Adopted this 10th day of December, 2018.

President, Board of School Trustees

Secretary, Board of School Trustees

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-sixth day of November in the year 2018

BETWEEN the Architect's client identified as the Owner:

Western Boone Community Schools
1201 North State Road 75
Thorntown, IN 46071
(765) 482-6333

and the Architect:

Schmidt Associates, Inc.
415 Massachusetts Avenue
Indianapolis, IN 46204

for the following Projects:

- 2018-013
Western Boone Community Schools
1201 North State Road 75
Thorntown, IN 46071
1. Swimming Pool Renovations
 2. WEBO Junior/Senior High School 2nd Floor Ceiling Renovations
 3. Running Track Reconstruction
 4. New Synthetic Turf Football Field

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. Refer to the Proposed Project List, dated 11/26/2018 (copy attached).

(Paragraphs deleted)

§ 1.1.2 The Project's physical characteristics:

All work will be located at Western Boone Jr./Sr. High School.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Refer to the Proposed Project List, dated 11/26/2018 (copy attached).

§ 1.1.4 The Owner's anticipated design and construction milestone dates (Swimming Pool Project):

.1 Design phase milestone dates, if any:

October 2018 to February 2019

.2 Construction commencement date:

March 2019

.3 Substantial Completion date or dates:

October 2019

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Western Boone Community Schools
1201 North State Road 75
Thorntown, IN 46071
(765) 482-6333

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(Paragraph deleted)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(Paragraph deleted)

.1 Geotechnical Engineer:

N/A

.2

(Paragraphs deleted)

Other, if any:

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Kyle Miller
Principal/Project Manager
Schmidt Associates
415 Massachusetts Avenue
Indianapolis, IN 46204
317-263-6226

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(Paragraph deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Lynch, Harrison & Brumleve, Inc.
550 Virginia Avenue
Indianapolis, IN 46203
317-423-1550

.2

(Paragraphs deleted)

Other, if any:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event, shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million (\$ 3,000,000) per claim and three million (\$ 3,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary site design (civil engineering and landscape architecture), interior design, structural, mechanical, and electrical engineering services. Also, as part of the Architect's Basic Services, the Architect will provide Design Services for the Telecommunications Systems and supporting Infrastructure. This entails spaces, pathways, components and systems included as part of the Construction Cost, which includes Telephone System, Local Area Network/ Wide Area Network (LAN/WAN), Wireless Networks, Paging/Intercommunications, Sound Reinforcement Systems, Instructional Video, Electronic Building Access Control, Surveillance, and Structured Cabling. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

- .1 Refer to 4.2.1 for a description of Additional Services related to obtaining approvals and permits by local authorities.

Int.

- .2 Refer to the attached "Permitting Checklist" for a description of permitting related activities and an indication of Basic Services or Additional Services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 If applicable, the Architect shall assist the Owner in the procurement of consultants providing surveys, digital "point clouds", geotechnical evaluation and commissioning services as described in Article 5.

§ 3.2 Project Definition Phase Services – Not Applicable

(Paragraphs deleted)

§ 3.3 Final Design Phase Services

§ 3.3.1 The Architect shall prepare Final Design Documents for the Owner's approval. The Final Design Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Final Design Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the Project Schedule and the estimate of the Cost of the Work prepared in accordance with Section 6.3. A more detailed, line item cost estimating technique will be provided.

§ 3.3.3 The Architect shall submit the Final Design Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Final Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the technical requirements of the approved Final Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect, in conjunction with the Owner's legal counsel, shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the Project Schedule and the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, in conjunction with the Owner's legal counsel, in (1) obtaining either competitive bids or negotiated proposals; (2) confirming

responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 In public Bid situations, developing legal notices for Bidding to be placed by the Owner in the appropriate newspapers;
- .2 assisting in the procurement of the reproduction of Bidding Documents and facilitating the distribution of Bidding Documents to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner and, when applicable, consistent with state laws on public bidding.

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals – Not Applicable

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect may interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect 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 or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct on-site reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final on-site review indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's on-site reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 11.2 below or attach the description of services as an exhibit to this Agreement.)

(Table deleted)

§ 4.1.1.1 **Document Existing Conditions.** The Architect will prepare measured BIM drawings of existing conditions or facilities when none exist and are necessary for the execution of the project. This investigation is based upon visual observation to the extent available to the Architect at the time the investigation occurs.

§ 4.1.1.2 **Procurement of Furnishings and Equipment.** The Architect will create a list of furnishings and equipment to be purchased for the new facility. Working in concert with administration and staff, a complete list will be compiled, specifications written, bids taken, and deliveries verified to accommodate facility needs. All discounts shall be passed direct to the Owner.

§ 4.1.1.3 **Procurement of Technology Equipment.** The Architect will provide Design Services for the design and procurement of technology loose equipment that is not included as part of the Construction Cost. This includes monitors, disc players, file servers, computers, printers, fax machines, scanners, document cameras, and copiers.

§ 4.1.1.4 **Utility Company Rebates.** The Architect will assist the Owner with the preparation and submission of information requested to obtain possible rebates from local utility companies.

§ 4.1.1.5 **Building Optimization.** The Architect will assist the Owner in optimizing the building's energy performance so as to operate within the range of the design model. This is a post-occupancy service, which includes monitoring the building systems' operation, analyzing actual performance and energy use against the computer-generated design model, and providing recommendations that optimize the systems.

§ 4.1.1.6 **Post Construction Documentation.** The Architect will obtain the changes to the site plans and floor plans that have occurred during construction, including those provided by the Owner and the Contractor, and input into a digital set of drawings for the continued use by the Owner in the management and operation of the facility. This digital set will be provided in PDF and DWF formats. To enable the Owner to have easy access to detailed information, the complete set of bid / construction drawings will be included with the modified site plans and floor plans.

§ 4.1.2 Compensation of Supplemental Services

§ 4.1.2.1 Refer to Section 11.2 for a basis of compensation for each Supplemental Service identified in Section 4.1.1 as the Architect's

(Paragraphs deleted)
responsibility.

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, which are not included as part of the Cost of Work and the Fee for Basic Services;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing related to obtaining approvals and permits by local authorities (refer to the attached "Permitting Checklist");
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor or by failure of performance of either the Owner or Contractor under the Contract for Construction;
- .13 Services indicated as Additional Services on the attached "Permitting Checklist".

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2

(Paragraphs deleted)

Refer to Article 12 for a description of limits as it relates to the Contractor's obligation to complete Punch List items.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; flood plains with 100 and 500 year flood elevations; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 If applicable and available, the Owner shall provide copies of all drawings and documentation describing the construction of existing facilities that are associated with this Project. The Architect shall be entitled to rely on the accuracy and completeness of the drawings and documentation.

§ 5.4.2 If applicable and if the drawings of the existing facilities are incomplete, unreliable or unavailable, the Owner shall furnish services to provide a digital "point cloud" documenting the existing construction.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect'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 as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 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.

§ 5.9 The Owner will obtain the services of a Commissioning Agent to conduct testing, validate the operations, and facilitate training of the Owner's staff for the Heating, Ventilation, and Air Conditioning Systems modified and installed as part of this Project.

§ 5.10 The Owner 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner based on current market rates of labor and materials, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. A reasonable allowance for contingencies shall be included in the Cost of Work for market conditions at the time of Bidding and changes in the Work. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement and payment pursuant to this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted

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herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 8.1.3 The Architect 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 in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraph deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

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expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.4 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.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Paragraph deleted)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The licensing fee shall be ten percent (10%) of the total fee for Basic Services.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12. Any litigation that is initiated must be filed in Marion County, Indiana and that is where proper venue will lie for all claims.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 The Architect 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.

§ 10.6.1 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, its employees and agents from and against all claims, losses, damages, and costs (including but not limited to court, attorney's fees, or other dispute resolution costs, and the time the Architect expended in defense of such claims) caused by, arising out of or relating to the presence, discharge, dispersal, release, or escape of toxic mold at, on, under or from the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows (indicate only the basis of fee that applies and remove items that do not apply):

(Paragraphs deleted)

The Project Budget is \$5,000,000. For the purpose of establishing the professional fee, it will be assumed the "Cost of the Work" for the Project, including construction costs and contingencies, will be \$4,400,000. The professional fee shall be established at 7.0% of the Cost of the Work, Therefore, the professional fee will be \$308,000. This fee will be reviewed and adjusted as appropriate when the cost estimate is updated at the end of Final Design.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.2, the Owner shall compensate the Architect as follows:

§ 11.2.1 Documenting Existing Conditions. The fee for this additional service is to be negotiated upon request.

§ 11.2.2 Procurement of Furnishings and Equipment. The fee for this additional service is to be negotiated upon request.

§ 11.2.3 Procurement of Technology Equipment. The fee for this additional service is to be negotiated upon request.

§ 11.2.4 Utility Company Rebates. The fee to provide this additional service shall be on an hourly rate basis in accordance with the attached Hourly Rate Schedule.

§ 11.2.5 Building Optimization. The fee to provide this service through each full heat/cooling cycle is a lump sum of \$7,500 per building.

§ 11.2.6 Post Construction Documentation. The fee for this additional service is as follows:

Construction Cost	Additional Fee
Up to \$10,000,000	\$ 5,000
Up to \$20,000,000	\$7,500
Over \$20,000,000	\$10,000

§ 11.2.10 Permitting. The fee for this additional service is on an hourly basis in accordance with the attached Hourly Rate Schedule and attached "Permitting Checklist".

§ 11.3 For Additional Services that may arise during the course of the Project,
(Paragraphs deleted)

under Section 4.2, the Owner and Architect shall agree in writing as to the adjustment of the Architect's compensation. Such adjustment shall be calculated based on the Cost of the Work as defined in Article 6, using the amounts shown in the Fee Schedule for Basic Services (if used as the basis of the fee). For services based on hourly charges, adjustments shall be calculated based on an hourly rate or a lump sum fee basis designating a maximum not-to-exceed fee amount. Hourly rates shall be based upon the rates set forth in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

ten percent (10 %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services, for each project, shall be as follows:

Final Design Phase (Row deleted)	Twenty-five	percent (25	%)
Construction Documents Phase	Fifty	percent (50	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

(Table deleted)

Refer to the attached Hourly Rate Schedule.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees and costs required by authorities and code / regulatory agencies having jurisdiction over the Project, including fees for Code Consultants or permit expeditors;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .12 Costs for specialty consultants associated with the design and procurement of items such as, acoustical, food service, theatrical, aquatic/pool or geotechnical; and,
- .13 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

- .1 An allowance shall be established in the Project budget equal to 10% of the professional fee established by this Agreement to be used by the Owner for reimbursable expenses incurred by the Architect. Therefore, the allowance for reimbursable expenses shall be \$30,800.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect.

1.5% per month

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

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

(Paragraphs deleted)

ARTICLE 12 ADDITIONAL SERVICES, SPECIAL TERMS AND CONDITIONS

Additional Services, Special Terms and Conditions that modify this Agreement are as follows:

§ 12.1 The Owner recognizes that the facility being designed for their purposes is a unique, one of a kind solution. It is unlikely that Construction Documents will be all-inclusive for construction requirements. Thereby, it is agreed that a construction contingency of 3.5% of construction cost for renovation and 2.5% for new construction be set aside for pre-existing, unforeseen site conditions, required interpretations of documents, and omissions from the Contract Documents. In addition to these amounts, the construction contingency will include an amount for Owner initiated changes in scope. A separate contingency amount will be established for changes in scope during the design phase.

§ 12.2 In the performance of the duties enumerated herein, and the preparation of the Contract Documents, the Architect shall exercise due skill and care and follow accepted architectural practices so as to guard against errors and/or omissions. In the event an error or omission by the Architect occurs during the performance of this Agreement, upon its discovery the Owner must give written notice to the Architect of said error and/or omission. If it is determined by the Architect that said error and/or omission increases the cost of construction and results in additional reimbursable expense to the Contractor, said expense shall be broken down by the Contractor into two categories:

§ 12.2.1 Value received by the Owner (i.e., the cost for performing the same Work entailed by the error and/or omission had that Work been required originally by the Contract Documents and no error and/or omissions had occurred).

§ 12.2.2 The cost directly attributable to correcting the error and/or omission at the point in time in the construction of the Project at which it occurs (i.e., the balance of the reimbursable expense over and above the value received by the Owner).

§ 12.3 The Owner shall pay to the Contractor and assume all liability for costs associated with 12.2.1 and 12.2.2, as long as the amount is less than 2% of the original construction amount. In the event the value received exceeds 2% of the original cost of construction, the Architect shall reimburse the Owner 10% of the value received which exceeds the 2%. The Architect shall also pay to the Owner, for payment to the Contractor, and assume all liability for 100% of the costs associated with the balance of the reimbursable expense. (Category 12.2.2 above.) The Architect shall not otherwise be responsible or liable for any other costs, damages, or delays incurred by the Owner by reason of said error and/or omission.

§ 12.4 If, upon the Architect's completion of the initial Punch List review and after a second review to clear the Punch List, there remain items of incomplete or unsatisfactory Work on the part of the Contractor, the time and effort incurred by the Owner and the Architect subsequent thereto to finally clear the Punch List shall be separately identified and calculated as though they were additional services, and pursuant to the Contract with the Contractor and the General Conditions of the Contract for Construction, shall be deducted by the Owner from any sums then remaining to be paid to the Contractor, including any retainage being held, even if being held in escrow.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203-2013 - Building Information Modeling and Digital Data Exhibit
(Paragraphs deleted)
- .3 AIA Document G201-2013 - Project Digital Data Protocol Form
(Paragraphs deleted)
- .4 Proposed Project List, dated 11/26/2018
- .5 Hourly Rate Schedule
- .6 Permitting Checklist

This Agreement entered into as of the day and year first written above.

Western Boone Community Schools

Schmidt Associates, Inc.



OWNER *(Signature)*

ARCHITECT *(Signature)*

Shane Steimel Board President
(Printed name and title)

Ronald W. Fisher, COO/Principal

AIA[®] Document E203[™] – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the twenty-sixth day of November in the year 2018 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

2018-013
Western Boone Community Schools
1201 North State Road 75
Thorntown, IN 46071
(765) 482-6333

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
3	DIGITAL DATA PROTOCOLS
4	BUILDING INFORMATION MODELING PROTOCOLS
5	OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201[™]-2013, Project Digital Data Protocol Form and AIA Document G202[™]-2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third-party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201-2013 and G202-2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201[™]-2013, Project Digital Data Protocol Form, and G202[™]-2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203-2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201-2013 and G202-2013.

Init.

sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days of receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model (BIM).** A Building Information Model (BIM) is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or

materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Not Applicable	
Project communications	Applicable	
Architect's pre-construction submittals (Design Intent)	Applicable	
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Applicable	
Modifications	Applicable	
Project payment documents	Applicable	
Notices and claims	Applicable	
Building Information Modeling	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Project Milestone

Init.

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

- The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Civil	Schmidt Associates Inc.
Landscape	Schmidt Associates Inc.
Structure	Lynch Harrison & Brumleve, Inc.
Architecture	Schmidt Associates Inc.
Mechanical	Schmidt Associates Inc.
Plumbing	Schmidt Associates Inc.
Electrical	Schmidt Associates Inc.
Telecommunications	Schmidt Associates Inc.
Construction	Contractor

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.

- Analysis
- Cost Estimating
- Schedule
- Design Intent Coordination

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202-2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202-2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;

- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

init.

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Not Applicable		
§ 4.9.2 Wayfinding and Mapping	Not Applicable		
§ 4.9.3 Asset/FF & E Management	Not Applicable		
§ 4.9.4 Energy Management	Not Applicable		
§ 4.9.5 Space Management	Not Applicable		
§ 4.9.6 Maintenance Management	Not Applicable		
§ 4.9.7 Design Intent COBie Data	Not Applicable	Schmidt Assoc.	
§ 4.9.8 Construction COBie Data	Not Applicable	Contractor	
§ 4.9.9 Record BIM	Not Applicable	Contractor	

Int.

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

§ 4.10.1	Remodeling			
§ 4.10.2	Wayfinding and Mapping			
§ 4.10.3	Asset/FF & E Management			
§ 4.10.4	Energy Management			
§ 4.10.5	Space Management			
§ 4.10.6	Maintenance Management			
§ 4.10.7	Design Intent COBie Data			
§ 4.10.8	Construction COBie Data			

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:



AIA® Document G201™ – 2013

Project Digital Data Protocol Form

PROJECT: *(Name and address)*

2018-013

Western Boone Community Schools
 1201 North State Road 75
 Thorntown, IN 46071
 (765) 482-6333

PROTOCOL VERSION NUMBER: 1.0

DATE: 11/26/2018

PREPARED BY: Kyle Miller

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*

ADDITIONS AND DELETIONS:
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with a project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA
- 2 DIGITAL DATA MANAGEMENT PROTOCOLS
- 3 TRANSMISSION AND USE OF DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated 11/26/18, into its agreement for the Project:

Project Participant	Discipline
Schmidt Associates, Inc.	Architectural
Schmidt Associates Inc.	Civil Engineering
Schmidt Associates, Inc.	Landscape Architecture
Lynch, Harrison & Brumleve	Structural Engineering
Schmidt Associates, Inc.	Interior Design
Schmidt Associates, Inc.	Mechanical Engineering
Schmidt Associates, Inc.	Electrical Engineering
Schmidt Associates, Inc.	Telecommunication Design
<Contractor>	Construction Administration

§ 1.2 Project Participants. For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information
Schmidt Associates	Kyle Miller	kmiller@schmidt-arch.com
Lynch, Harrison & Brumleve	Wes Harrison	wharrison@lhb-eng.com

Init.

§ 1.3 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 **Electronic Document Management System.** If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:

(The requirements for the system shall address, among other things, access to and security of Digital Data.)

Use of Newforma (*Schmidt-Arch Site*) to share digital files is required by all Project Participants not collocated with the Architect. At a minimum, required files must be uploaded/downloaded individually or synchronized on a weekly basis. During design phases more, frequent file sharing may be required.

§ 2.1.2 **System Startup Requirements.** Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any initial training or other startup requirements.)

Reference the Newforma website (http://help.newforma.com/Newforma_Info_Exchange_Twelfth_Edition/) for startup training.

§ 2.1.3 **Ongoing System Requirements.** Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any ongoing training or support programs to be implemented.)

§ 2.2 **Digital Data Storage Requirements.** The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

§ 2.3 **Digital Data Archiving Requirements.** The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

All Owner Deliverables must be archived in a dated folder located in the 10-Delivered directory of the project on the Electronic Document Management System.

§ 2.4 Other Digital Data Management protocol requirements, if any, are as follows:

(Describe in detail any other requirements.)

Refer to Section 013123 – Web Based Project Management for Construction related digital data requirements.

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 **Digital Data Protocol Table.** The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number (See Sec. 3.2)
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AIA[®] Document G201[™] – 2013

Project Digital Data Protocol Form

§ 3.1.1	Project Agreements and Modifications	PDF	EM	1	1
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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with a project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

§ 3.1.2 Project communications				
General communications	Email	EM	1	1
Meeting notices	Email	EM	1	1
Agendas	PDF	EM, DMS	1	1
Minutes	PDF	EM, DMS	1	1
Requests for information	PDF	EM, PMS	1	1
Architect's Supplemental Instructions	PDF	EM, PMS	1	1
§ 3.1.3 Architect's pre-construction (Design Intent) submittals				
Project Definition Documents (Schematic Design)	PDF	DMS	1	1,2
<i>(Row deleted)</i>				
Final Design Documents (Design Development)	PDF	DMS	1	1,2
Construction Documents				
§ 3.1.4 Contract Documents				
Drawings	PDF, DWG	PR, DMS	S	1,2
Specifications	PDF	PR, DMS	S	1
§ 3.1.5 Contractor's submittals				
Product data				
Submitted by Contractor	PDF	EM	1	1
Returned by Architect	PDF	EM	1	1
Shop drawings				
Submitted by Contractor	PDF	EM	1	1
Returned by Architect	PDF	EM	1	1
§ 3.1.6 Subcontractor's submittals				
Product data				
Submitted by Subcontractor	PDF	EM	1	1
Returned by Contractor	PDF	EM	1	1
Shop drawings				
Submitted by Subcontractor	PDF	EM	1	1
Returned by Contractor	PDF	EM	1	1
§ 3.1.7 Modifications				
Requests for proposal	PDF	EM,PMS	1	1
Architect's order for a minor change in the Work	PDF	EM	1	1
Proposals	PDF	EM,PMS	1	1
Construction Change Directives	PDF	EM,PMS	1	1
Change Orders	PDF	EM,PMS	1	1
§ 3.1.8 Project payment documents				
§ 3.1.9 Notices and Claims				
§ 3.1.10 Closeout documents				
Record documents	PDF	EM,DMS	S	1
Operations and Maintenance Manual	PDF	EM,DMS	S	1

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:

(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition
PDF	Adobe Portable Document Format
DWF	Autodesk Drawing Web Format v2013

Init.

Digital Data Format	Definition
DWG	Autodesk Drawing Format v2013
XLS	Microsoft Excel v2007

Transmission Method:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System
PMS	Web-Based Project Management for Construction related digital data requirements

Authorized Uses of Digital Data:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only

Notes:

(List by number shown on table.)

1. Reference DIVISION 01 - GENERAL REQUIREMENTS for additional required procedures and digital format requirements.
2. PDF upon request.

Western Boone Community Schools



Proposed Projects List

11/26/2018

* Estimates include an additional 5% for inflation for 2019 construction

** Costs are Preliminary and updated estimates will be prepared at end of FD and CD Phase.

Cost of the Work

Swimming Pool Renovations	\$2,100,000
WEBO Jr/Sr HS - 2nd Floor Ceiling Renovations	\$700,000
Running Track Reconstruction - 6 lane	\$350,000
New Synthetic Turf Football Field	\$950,000
Design and Construction Contingency	\$300,000
	<hr/>
Total "Cost of the Work"	\$4,400,000
Soft Costs (Financing, Design Fees, Reimbursables, Contingencies, Cost of Issuance, Legal, Miscellaneous)	\$600,000
TOTAL PROJECT BUDGET	\$5,000,000



SCHMIDT ASSOCIATES

Hourly Rate Schedule

CEO – Principal / COO – Principal	\$325.00
Principal-In-Charge	\$275.00
Project Manager – Principal	\$235.00
Sr. Energy Engineer - Associate	\$235.00
Program Manager	\$235.00
Project Manager – Associate	\$200.00
Design Delivery Systems Manager	\$200.00
Construction Delivery Systems Manager	\$200.00
Project Manager / Project Coordinator	\$190.00
Energy Engineer / Design Architect	\$190.00
Sr. Project Architect / Sr. Engineer	\$190.00
BIM Specialist	\$190.00
Construction Administration	\$175.00
Technology Specialist / Associate	\$175.00
Engineer / Project Architect	\$165.00
Sr. Landscape Architect / Manager	\$165.00
Urban Planner / LEED® Administrator /	\$165.00
Sr. Engineering Designer / Controls Systems Specialist	\$165.00
Tech Resources Specialist / Sr. Interior Designer	\$165.00
Architect / BIM Designer / Technology Designer	\$135.00
Landscape Architect	\$135.00
Sr. Architectural Graduate / Civil Designer	\$125.00
Interior Designer / Engineering Designer	\$125.00
Sr. Administrative / BIM Coordinator	\$125.00
BIM Technician / Architectural Graduate / Interiors Architect	\$100.00
Graduate Interior Designer / Graduate Engineer / Administrative	\$100.00
Graduate Landscape Architect / Digital Media Specialist	\$100.00
Office Support	\$80.00
Interns	\$60.00

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 September 1, 2017

415 Massachusetts Avenue
Indianapolis, IN 46204
317.263.6226
317.263.6224 (fax)
www.schmidt-arch.com

Principals

David Schmitt, P.E., P.E.A.
Timothy J. Callahan
Sally Thompson, AIA, LEED AP
Debra Bogard, AIA, LEED AP
Loren Callahan, LEED AP
Thomas W. Callahan
Bryan D. Callahan
Walter M. Burnett, AIA, P.E.

Chris M. Callahan, P.E.

Associates

Scott Albaugh, AIA, LEED AP
Bob Ball, P.E.
Ryan Bowen, AIA
Tim Brown, P.E., CEM
Cynthia D. Callahan, LEED AP
Craig Flanagan, P.E., LEED AP
Tom Flanagan
Christopher Jones, AIA, LEED AP
Cody Marshall, AIA
Teresa Schmitt, AIA, P.E.
Peggy Sear, P.E.
Charles Wilson, P.E., LEED AP
Mary E. Wolf, AIA, LEED AP
Dwight Young, R.A., LEED AP

Registered Professionals

Cliff Burdette, P.E.
Asia Callahan, P.E., P.E.
Sharon Callahan
Matt Callahan, P.E., MSE
Loren Callahan, P.E., P.E.
Allen Callahan, P.E.
Ed. J. Callahan, AIA, P.E., P.E.
R. Lynn Callahan, P.E., P.E.
Tom Callahan, P.E.
Jeff Callahan, P.E.
Sara Callahan, P.E., P.E., P.E.
Cliff Callahan, P.E., P.E.
James Wilson, P.E.

Permitting Checklist

Check if Applicable	Permit Number	Contact Person and Phone/Email Address	Start Date/Meeting Date	Permit Type/Activity	Jurisdiction/Description/Calculation Method	Estimated Time	When should process be started?	Estimated Cost* (Does not include design fees)	Check if included in Base Design Services	Responsible Party Contractor, Architect, Owner, Permitting Consultant or Process	Who Pays for Fee?	Estimated Design Hours/Fee	Check when approval had been given to Contractor/Owner
1				Rezoning	City/County Jurisdiction - Requires a public hearing. Includes application fee (based on project size), public sign (approx. \$15/4sqn), notices, and Publication	11-12 Weeks		\$1,000-\$6000		A/E or Consult.	Owner		
2				Variance of Use	City/County Jurisdiction	8-10 Weeks		\$1,000-\$6000		A/E or Consult.	Owner		
3				Variance of Development Sids	City/County Jurisdiction	8-10 Weeks		\$4,000-\$6000		A/E or Consult.	Owner		
4				Regional Center Approval	City/County Jurisdiction - Specific to 1 Mile area in Indianapolis	2-4 Weeks		\$1,000 to \$3,000		A/E or Consult.	Owner		
5				DIVID Admin. Approval	City/County Jurisdiction - Affects any School, University or Park	1-2 Weeks		\$150-\$300		A/E or Consult.	Owner		
6				HPC - Certificate of Appropriateness	City (Historic Preservation Comm. - Indy) Pay by the SF	2 Weeks-6 Mo.		Varies		A/E or Consult.	Owner		
7				New Address Determination	Department of Code Enforcement	1-2 Weeks		None		A/E or Owner	Owner		
8				Utility Pre-Design Meetings (Water, Sanitary, Electrical)	Utility Companies	1-2 Weeks		Varies - Need to understand tap fees		A/E or Consult.	Owner		

Zoning and Permitting

9				Fire Safety Review	Fire Department	1-2 Weeks		None	X	A/E with Consultant	N/A		
10				Drainage Approval	Department of Code Enforcement	8-12 Weeks		\$4,000-\$6,000	X	A/E	A/E to be Reimbursed		
11				Sanitary Approval	Utility	8-12 Weeks		\$2,000-\$4,000	X	A/E	A/E to be Reimbursed		
12				Rule 5	IDEM	2 Weeks		\$100 filing fee with Public notice fees	X	A/E	A/E to be Reimbursed		
13				Right of Way permit	City Street Construction, Encroachment license	6-8 Weeks		\$1,500 to \$20,000		A/E or Consult.	A/E to be Reimbursed		
14				Section 401 and 404	IDEM/Army Corp - Construction Impacting Waters of the US/Wetlands	10-12 Weeks		\$3,000 each (to cover consultant time if required)		Consultant	A/E to be Reimbursed		
15				Signage Permit	City/County Jurisdiction	4-12 Weeks		\$5,000 (varies)		A/E or Consult.	A/E to be Reimbursed		
16				Road Impact Fee	City/County Jurisdiction or INDOT	2-4 Weeks/ 2-3 Months		\$2,000 - \$5,000		A/E or Consult.	A/E to be Reimbursed		
17				DNR (Construction in Floodway)	Application Fee and Notification	3-4 Months		\$500 - \$1,000		A/E or Consult.	A/E to be Reimbursed		
18				Wellfield Protection	Department of Code Enforcement	4-6 Weeks				A/E or Consult.	A/E to be Reimbursed		
19				On-site Septic System	Indiana State Department of Health	2-3 Months				A/E or Consult.	A/E to be Reimbursed		
20				Domestic Water Well	IDEM	2-3 Months				A/E or Consult.	A/E to be Reimbursed		
21				Flora Permit	Department of Code Enforcement	4-6 Weeks		None		A/E	A/E to be Reimbursed		
22				Construction Design Release - Structure/Foundation	Homeland Security - Comcheck required (Verify Dept. of Health)	3-4 Weeks			X	A/E	A/E to be Reimbursed		
23				Plan Review	City/County	3-4 Weeks			X	A/E	A/E to be Reimbursed		

Technical Reviews and Submittals

24				ILP (Improvement Location Permit)	Department of Code Enforcement	3-10 Days		\$4,000 - \$20,000		Contractor	Cont. to be Reimbursed		
25				Sanitary Permit/Inspection (See Notes under Tab)	Utility	6-8 Weeks		\$65/Hour		Contractor	Cont. to be Reimbursed		
26				Drainage Permit/Inspection (See Notes under Tab)	Department of Code Enforcement	6-8 Weeks		\$705/BNP & \$65/Hour		Contractor	Cont. to be Reimbursed		
27				Water Main Permit (See Notes under Tab)	Utility	4-6 Weeks				Contractor	Cont. to be Reimbursed		
28				Gas Line Extension Permit (See Notes under Tab)	Utility	4-6 Weeks				Contractor	Cont. to be Reimbursed		
29				Construction Design Release - Fire Suppression/Flood	Homeland Security	3-4 Weeks				Contractor	Cont. to be Reimbursed		
30				Class 1 Structural Permit	Department of Code Enforcement	3-4 Weeks				Contractor	Cont. to be Reimbursed		
											Total Cost	\$	

* Need to confirm costs with each jurisdiction

General Notes

1. Confirm who names the various applications should be under.
2. Acquire Address when there are multiple addresses at a site. Note permits this pertains to.
3. Many items above may not be applicable depending on Project and Location.

Consultants	Zoning and Planning
David Kingen	Permitting
A-1 Expeditors	Wetlands
Burke	Wetlands
JF New	Wetlands
Williams Creek	Wetlands

UMBAUGH

H. J. Umbaugh & Associates
Certified Public Accountants, LLP
8305 Keystone Crossing
Suite 300
Indianapolis, IN 46240 2687
Phone: 317 465 1500
Fax: 317 465 1550
www.umbaugh.com

November 2, 2018

Western Boone County Community Schools
c/o Mr. Rob Ramey, Superintendent
1201 North State Road 75
Thorntown, IN 46071

Re: Western Boone County Community Schools - Proposed Municipal Advisory Services -
Proposed First Mortgage Bonds, Series 2019

Dear Mr. Ramey:

Thank you for requesting that H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Firm") provide to Western Boone County Community Schools (the "Client") those services more fully set forth in Exhibit A hereto (the "Services").

Fees and Costs

Fees charged for work performed are generally based on hourly rates, as set forth in Exhibit B, for the time expended, a fixed amount or other arrangement as mutually agreed upon as more appropriate for a particular matter. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit C and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement. Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Termination

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, the scope of services provided in Exhibit A will terminate 60 days after completion of the services in each Article.

Accountants' Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. The services provided may include financial advisory services, consulting services, and accounting report services such as compilation, preparation, and agreed upon procedures reports. Please see Exhibit A. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees to indemnify and hold us harmless for any liability and all reasonable costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The responsibility for auditing the records of the Client rests with the Indiana State Board of Accounts and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

E-Verify Program

The Firm participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Firm does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Western Boone County Community Schools
c/o Mr. Rob Ramey, Superintendent
Re: Western Boone County Community Schools - Proposed Municipal Advisory Services -
Proposed First Mortgage Bonds, Series 2019
November 2, 2018
Page 3

Investments

The Firm certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* the Firm is not now engaged in investment activities in Iran. The Firm understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Municipal Advisor Registration

The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Mediation Provision

The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in Indianapolis, Indiana, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Indianapolis, Indiana.

Other Financial Industry Activities and Affiliations

Umbaugh Cash Advisory Services, LLC ("UCAS") is a wholly-owned subsidiary of the Firm. UCAS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. UCAS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. UCAS may provide advisory services to the clients of the Firm.

UCAS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

Western Boone County Community Schools
c/o Mr. Rob Ramey, Superintendent

Re: Western Boone County Community Schools - Proposed Municipal Advisory Services -
Proposed First Mortgage Bonds, Series 2019

November 2, 2018

Page 4

If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and Western Boone County Community Schools.

Very truly yours,

H.J. Umbaugh & Associates
Certified Public Accountants, LLP

By:

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Western Boone County Community Schools

Date: _____

By: _____

Exhibit A

Services Provided

Scope of Services

The Firm agrees to furnish and perform the following services with respect to the issuance of the Proposed Bonds (the "Bonds").

Article I. Preliminary Planning and Development Services (Municipal Advisory Services)

A. Financial Feasibility and Analysis

Based upon discussions with Client officials and members of the working group, such as local counsel and bond counsel, the Firm will develop a preliminary estimate of project costs and provide a financial feasibility study to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client. Considerations in the preliminary planning stage will include, but not be limited to:

1. The general obligation debt limit of the Client, and available debt margin.
2. Excise tax collections.
3. Internal Revenue Code restrictions for arbitrage and bank qualification.
4. Anticipated future capital needs.

B. Discussion of the Funding Options

The findings of the financial feasibility study will be discussed with the Client and other members of the working group. Items to be considered will include but not be limited to:

1. Maturity schedule of the proposed financing.
2. Total interest cost over the term of the Bond issue.
3. Effect upon the Client's debt service tax rate, and interrelationship of overlapping taxing units, if applicable.
4. Method of sale of the Client's Bonds (e.g., competitive/negotiated, multiple series of bonds, Indiana Bond Bank, etc.)

Exhibit A

Services Provided (cont'd)

Article II. Financial Development (Municipal Advisory Services)

A. Development of Financial Plans

1. Establish, in conjunction with the Client's other professionals, a budget of project costs including bond issuance expenses.
2. Suggest interest rates based upon varying lengths of maturities for the Bonds.
3. Suggest the probable annual debt service and/or lease rental payment requirements over the term of the Bonds.
4. Provide attorneys with financial data needed in the preparation of the Bond documents, bond sale notice, and other documents required for the project.

B. Meetings

1. Attend meetings of the Client's architect, attorney, bond counsel and other professionals as may be required to explain the financing of the project.
2. Attend public meetings to provide a detailed explanation of the financing and other matters in connection with the project.

Article III. Marketing, Sale of Bonds and Post Issuance Filings (Municipal Advisory Services)

A. Disclosure Services

1. Assist the Client in connection with the preparation, composition and distribution of an offering document (e.g. Preliminary Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Bonds.
2. Provide information to rating agencies and bond insurance companies as may be appropriate for the determination of a bond rating and potential qualification for insurance on the Bonds, if applicable. Provide information to providers of credit facilities or other credit enhancement providers, if applicable.
3. Analyze the savings realized due to bond insurance and credit enhancement, if applicable.
4. Provide additional information to underwriters or others as may be needed throughout the period between advertising and sale of the Bonds.
5. For negotiated sales or private placement of bonds, assist the Client with a Request for Proposal ("RFP") for the selection of underwriters, banks or other sophisticated investors to underwrite, place, or purchase bonds. Prepare a financing term sheet for the Client to use in preliminary discussions with potential underwriters, bond placement agents or bond purchasers.

Exhibit A

Services Provided (cont'd)

B. Sale of the Bonds

1. Facilitate the Bond sale for the purpose of assisting the Client in the receipt of bids, compute or verify bid calculations to identify lowest interest cost and to recommend such bid for acceptance by the Client.
2. As an alternative to sub-paragraph "1" above, analyze the interest rates offered by the underwriter and make recommendations concerning the acceptance of such rates and the execution of a purchase agreement for the Bonds with the underwriter if the Bonds are sold by a negotiated sale.
3. Distribute, on behalf of the Client, the Final Official Statement or other documents, if applicable.
4. Prepare instructions related to closing and delivery of the Bonds including distribution of proceeds, flow of funds, and procedures for repayment of the Bonds.
5. Prepare and file Gateway information as required by the Department of Local Government Finance ("DLGF") after the Bond sale.

Article IV. Lease Sufficiency Report (Consulting Services) (If Required)

- A. Evaluate the sufficiency of Lease Rental Payments to be received to meet debt service obligations.
- B. Prepare a written report for submission to the Client's attorneys for the inclusion in official transcripts of the proceedings in connection with the issuance of the Bonds.

Article VI. Continuing Disclosure (Consulting Services)

The Firm will assist the Client with the annual preparation of materials required for compliance with *SEC Rule 15c2-12* as described within the Continuing Disclosure Undertaking Agreement for the Bonds. On an annual basis, the Firm will amend the existing Continuing Disclosure Engagement Letter between the Client and the Firm to include the Bonds and related requirements.

Exhibit B

Fees

For the services set forth in Exhibit A, Articles I-III and V-VI, the Firm's fees will be billed at the Firm's standard billing rates based upon the actual time and expenses incurred.

Article IV. Lease Sufficiency Report (Consulting Services) (If Required) \$4,000

Standard Hourly Rates by Job Classification
1/1/2018

Partners / Principals	\$240.00	to	\$550.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Exhibit C

Disclosure Statement of Municipal Advisor

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

The fees due under this Agreement are based on hourly fees of the Firm's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

- II. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

Exhibit C

Disclosure Statement of Municipal Advisor (cont'd)

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001610268>.
- III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint. Accordingly, the Firm sets out below the required information.

- I. The Firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00278) and the Municipal Securities Rulemaking Board (K0171).
- II. The website address for the Municipal Securities Rulemaking Board is www.msrb.org.
- III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

Western Boone Jr./Sr. High School - 2019 Projects 1028 Hearing

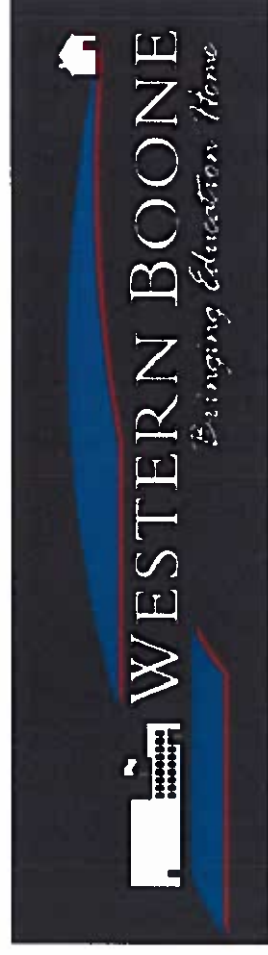
Prepared For:

Western Boone Community Schools
1201 N. State Road 75
Thorntown, IN 46071

Prepared By:

Schmidt Associates, Inc.
HJ Umbaugh & Associates
Ice Miller, LLP

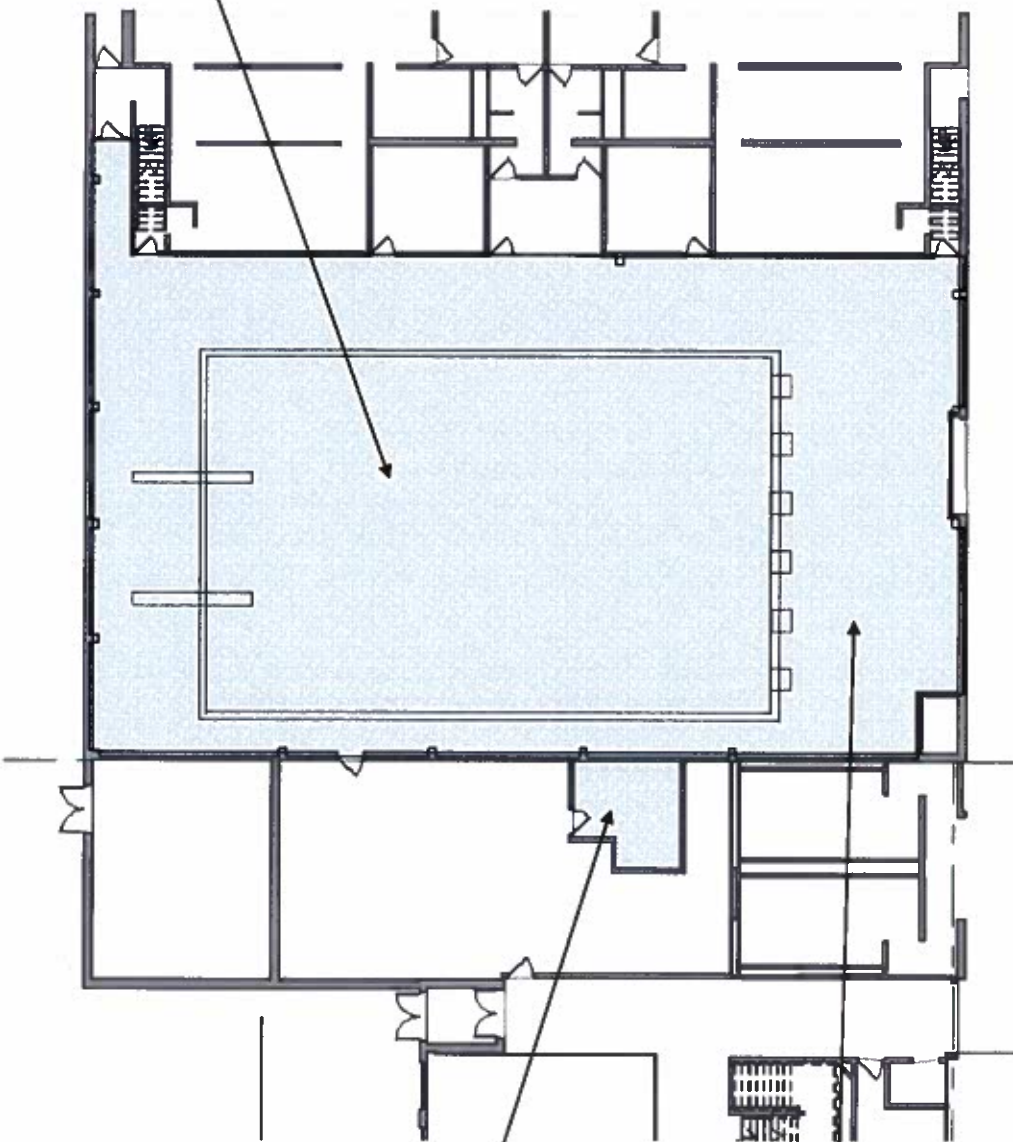
December 10, 2018



Priority of Work

- Swimming Pool Renovation
- WEBO Jr./Sr. HS Ceiling & Lighting Renovations
- Rebuild Existing Running Track
- New Synthetic Turf Football Field

*** Project Budget: \$5,000,000**



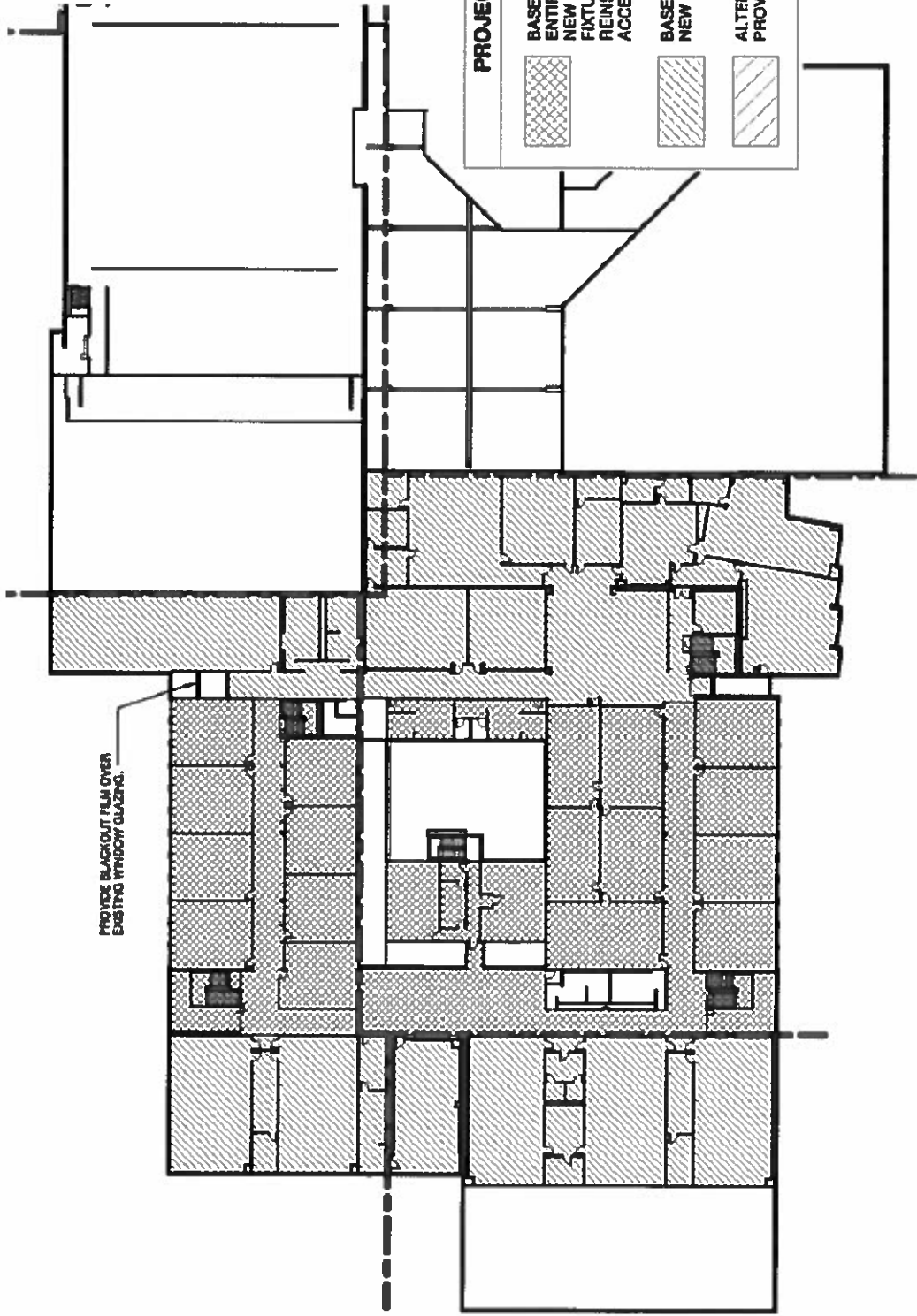
- Construct new 25-yard, 6-lane swimming pool in the same location as the existing pool.
- Install new HVAC system for pool area. Ceiling fans to be added in 2nd level seating area.

- Other Work (as budget allows):**
- Replace existing locker room doors and frames.
 - Reinstall or provide new diving boards, starting platforms, lifeguard chairs, etc.
 - Repair corroded column wraps and paint as required
 - Replace windows within pool area.
 - New diving scoreboard and timing system

- Pool Mechanical Work:**
- Install new pool mechanical equipment including chemical treatment, filtration, pumps with VFD's, controls, and associated plumbing and electrical.
 - Improve architectural components, as budget allows.
 - Reuse pool heaters.
 - Maintain electrical service

- Construct new concrete deck and flooring around pool perimeter

NEW POOL WORK - GENERAL



PROVIDE BLACKOUT FILM OVER EXISTING WINDOW GLAZING.

PROJECT SCOPE SCHEDULE



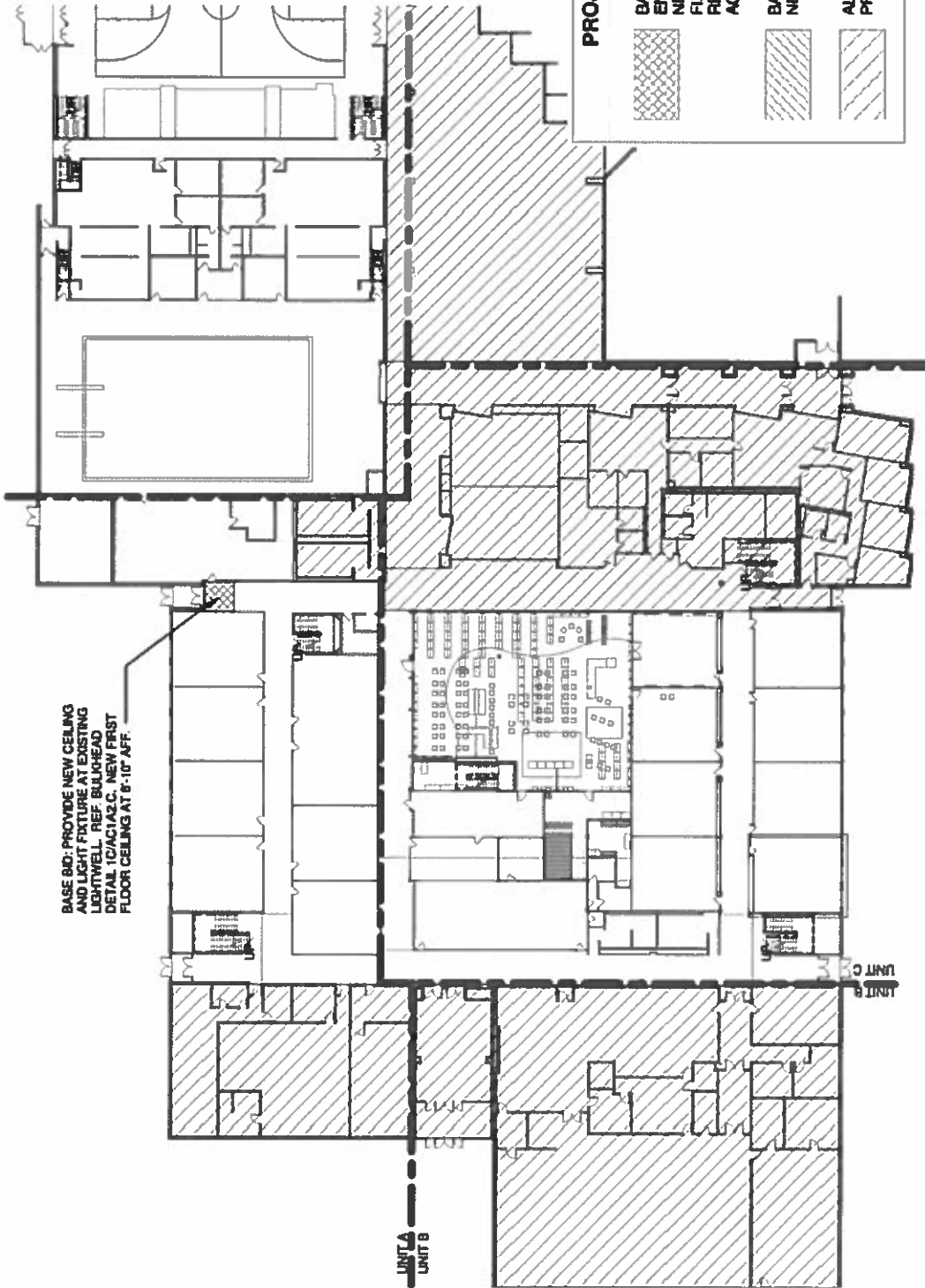
BASE BID: REMOVE EXISTING INTEGRAL CEILING SYSTEM IN ITS ENTIRETY. BRACE ALL EXISTING PARTITION WALLS. PROVIDE NEW SUSPENDED ACOUSTICAL CEILING SYSTEM, LIGHT FIXTURES, DIFFUSERS AND COORDINATE WITH OWNERS. REINSTALL OF ALL EXISTING CAMERAS, PROJECTORS, WIFI ACCESS POINTS AND OTHER CEILING MOUNTED EQUIPMENT.



BASE BID: REMOVE EXISTING LIGHT FIXTURE AND PROVIDE NEW LED LIGHT FIXTURES.



ALTERNATE BID: REMOVE EXISTING LIGHT FIXTURE AND PROVIDE NEW LED LIGHT FIXTURES.



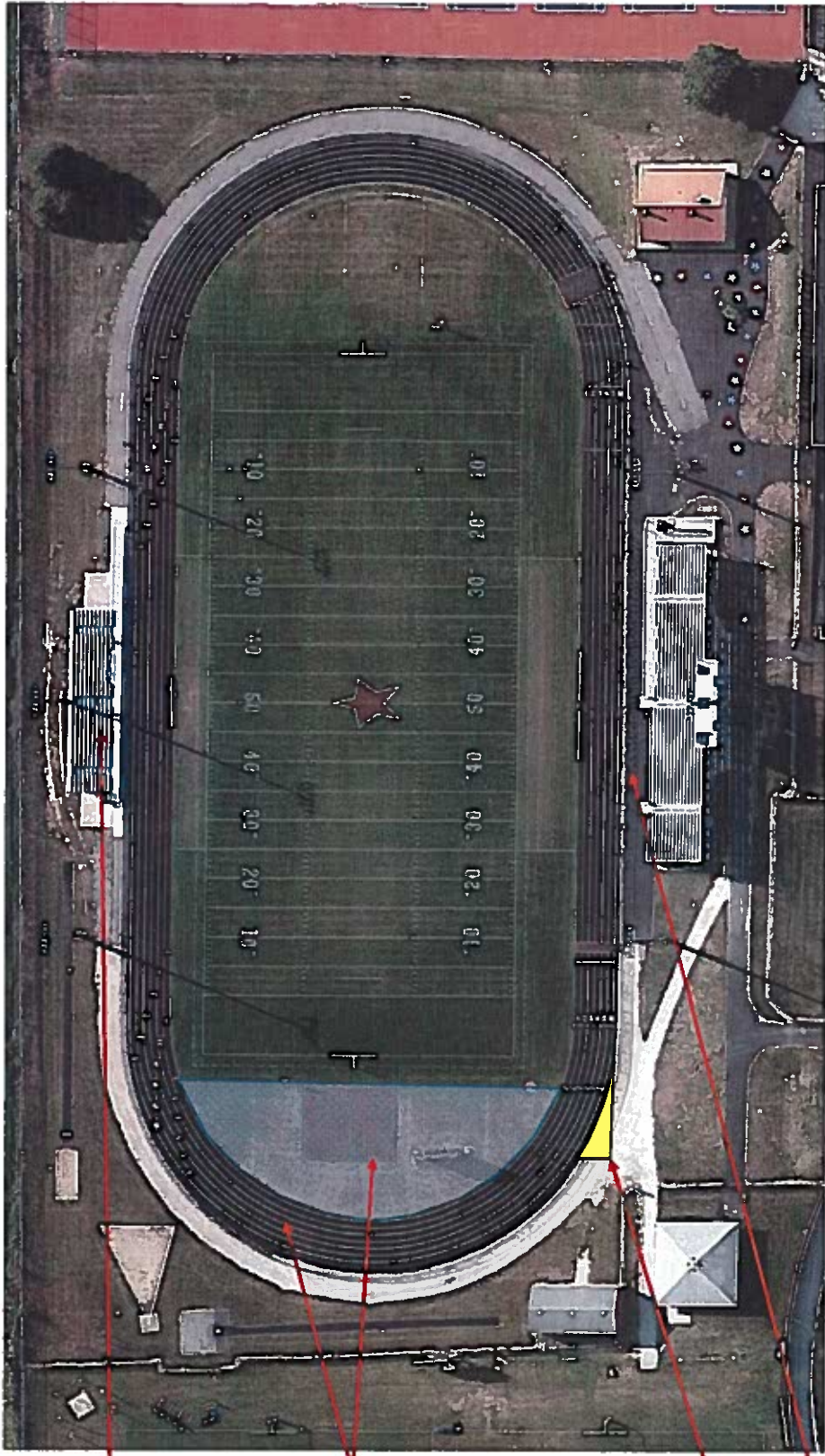
PROJECT SCOPE SCHEDULE

-  BASE BID: REMOVE EXISTING INTEGRAL CEILING SYSTEM IN ITS ENTIRETY. BRACE ALL EXISTING PARTITION WALLS. PROVIDE NEW SUSPENDED ACOUSTICAL CEILING SYSTEM, LIGHT FIXTURES, DIFFUSERS AND COORDINATE WITH OWNER'S REINSTALL OF ALL EXISTING CAMERAS, PROJECTORS, WIFI ACCESS POINTS AND OTHER CEILING MOUNTED EQUIPMENT.
-  BASE BID: REMOVE EXISTING LIGHT FIXTURE AND PROVIDE NEW LED LIGHT FIXTURES
-  ALTERNATE BID: REMOVE EXISTING LIGHT FIXTURE AND PROVIDE NEW LED LIGHT FIXTURES

BASE BID: PROVIDE NEW CEILING AND LIGHT FIXTURE AT EXISTING LIGHTWELL. REF. BULLHEAD DETAIL 12/A1/A2. NEW FIRST FLOOR CEILING AT 6'-10" AFF.

UNIT A
UNIT B

UNIT B
UNIT C



Visitor bleachers – no work

- Running Track (maintain 6-lane):**
- Remove & rebuild full depth asphalt, new latex surface, new striping for track and field events paving.
 - Build asphalt "D" zone.
 - Maintain pole vault pad, long jump pit, discus, shot put as is.
 - Replace pole vault box and long jump board.
 - Review perimeter fence replacement, as needed.

Extend straight-away for sprint events; adjust fence, walk, and driveway around track as required.

Home bleachers (no work)





Football Field:

- Remove natural turf field, irrigation system, review storm.
- Install new outer perimeter curb, perimeter storm sewer, underdrains, sub-base stone, shock pad, synthetic turf field.
- Review existing goal posts; location may dictate relocation or replacement.
- New delay-of-game clocks.
- Maintain scoreboard and lights.
- Re-route water service to outside of field area.
- New field to be striped for football and soccer with end zone and center field logos.



North

Summary of Costs

<u>Construction Costs</u>	
• Swimming Pool	\$2,145,000
• 2nd Floor Renovations	\$ 724,500
• Running Track	\$ 403,000
• Synthetic Turf Field	\$ 987,500
• Contingencies	<u>\$ 199,200</u>
• Total Construction Costs	\$4,459,200
<u>Soft Costs</u>	
• AE Fees, Expenses, Finance, Survey, etc.	<u>\$ 540,800</u>
Total Project Cost Estimate	\$5,000,000
Project Budget	\$5,000,000

Suggested Alternate Bid Items

<u>ALTERNATE BID ITEMS</u>	<u>Cost</u>
Swimming Pool - Scoreboard and Timing System Replacement	\$50,000
Swimming Pool - Tile Flooring	\$75,000
Swimming Pool Deck - Tile Flooring	\$50,000
Swimming Pool - New Starting Platforms	\$30,000
Swimming Pool - Replace Windows	\$20,000
Swimming Pool - New Diving Board, Platforms, Misc. Equipment	\$50,000
Swimming Pool - Pool Mechanical Room Architectural Improvements Allowance	\$50,000
WEBO 1st Floor Renovations - Lighting Alternate	\$175,000
TOTAL	\$500,000

Project Timeline

Construction Documents and Bidding

- 2/7/2019 – Complete 100% Construction Documents – Begin Bidding
- 3/7/2019 – Receive Bids (all Work)
- 3/11/2019 – Board Meeting – Award Bids

Construction

- 3/18/2018 – Issue Notices to Proceed for all Work
- **3/18/2019 – Begin Swimming Pool Construction (Swimming Season Ends)**
- 5/14/2019 – Begin Running Track & Field Construction (Track Season Ends)
- 7/13/2019 – Running Track & Field Construction Complete
- 5/23/2019 – Summer Break (Begin WEBO 2nd Floor Renovation Work)
- 8/6/2019 – First day of School (Complete WEBO 2nd Floor Renovation Work)
- **10/18/2019 – Swimming Pool Construction Complete**

WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

SCHEDULE OF EXISTING BONDED INDEBTEDNESS

(Unaudited)

Year	Common School Fund Loan #A1856	Common School Fund Loan #A1914	Common School Fund Loan #A2879	Common School Fund Loan #A2978	First Mortgage Refunding Bonds, Series 2008	General Obligation Bonds of 2016	First Mortgage Refunding Bonds, Series 2016	Total Annual Payment from Debt Service
2017	(1) \$32,792	(1) \$32,792	(1) \$34,861	(2)	\$543,000	\$341,931	(3) \$2,741,000	\$3,726,376
2018	32,475	32,475	34,527		543,000	358,701	2,771,000	3,772,178
2019	32,157	32,157	34,192	\$14,236	541,000	364,400	2,791,000	3,809,142
2020	15,959	15,959	33,858	13,583		364,600	3,084,000	3,527,959
2021			16,804	13,452		363,450	3,120,000	3,513,706
2022				13,321		366,800	3,122,000	3,502,121
2023				13,190		369,950	3,126,000	3,509,140
2024						372,900	3,117,000	3,489,900
2025						380,650	3,122,000	3,502,650
2026							3,120,000	3,120,000
2027							3,122,000	3,122,000
2028							3,122,000	3,122,000
Total	\$113,383	\$113,383	\$154,242	\$67,782	\$1,627,000	\$3,283,382	\$36,358,000	\$41,717,172

(1) Currently showing on Budget Year basis.

(2) Currently showing on Calendar Year basis.

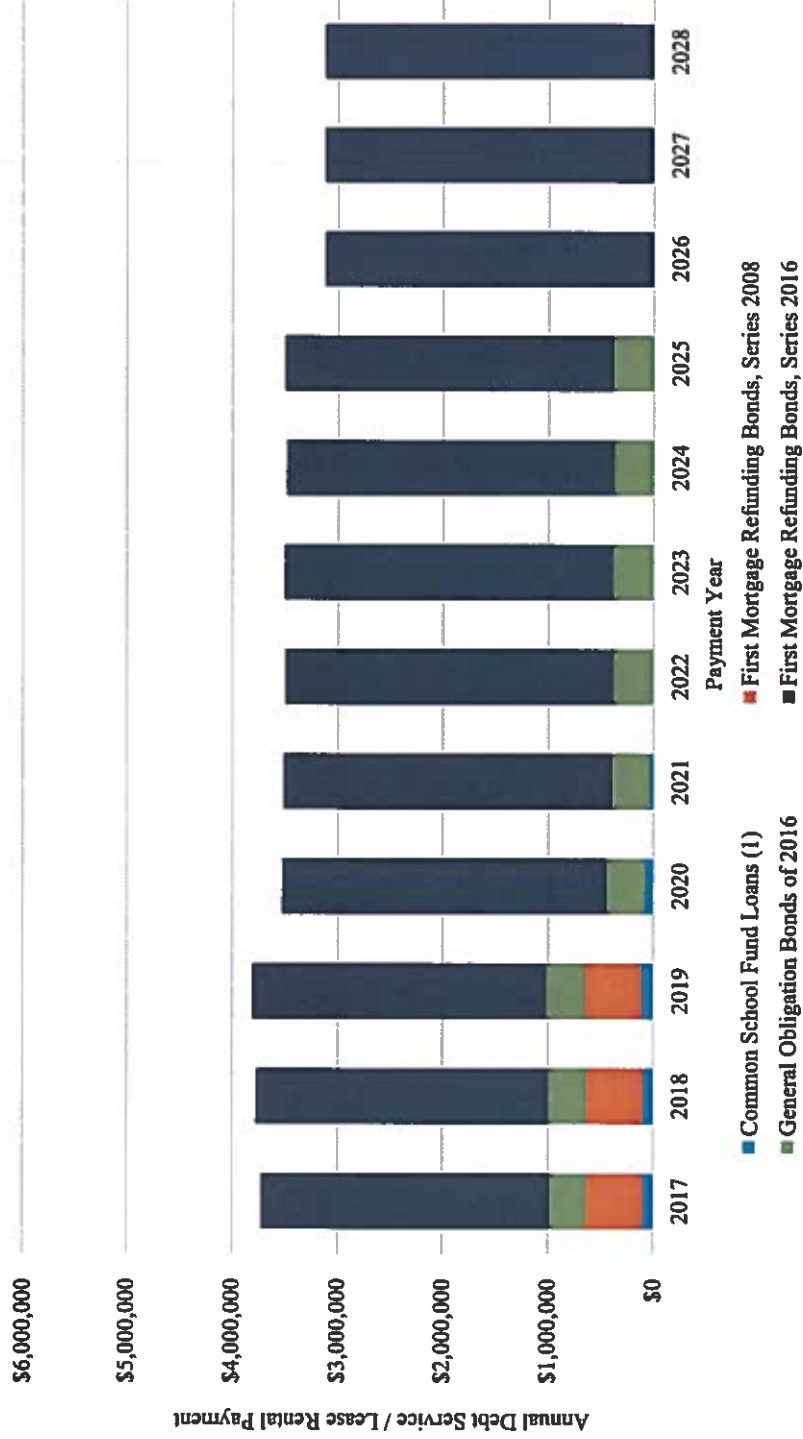
(3) Refunded the First Mortgage 2009 Bonds on November 29, 2016.

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WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION
SCHEDULE OF EXISTING DEBT SERVICE / LEASE RENTAL PAYMENTS



(1) Includes Common School Fund Loans A1865, A1914, A2879 and A2978.

Note: Excludes interest on temporary loans and unreimbursed textbooks.

Western Boone County Community School Corporation

Summary of Preliminary Financing Option

	Proposed First Mortgage Bonds, Series 2019
Estimated Borrowing Amount	\$5,000,000
Estimated Total Interest Expense (1)	\$1,720,362
Estimated Increase over 2019 Payment	\$19,000
Estimated Increase over 2019 Tax Rate (2) (3)	\$0.0027
Estimated Maximum Annual Payment	\$2,418,000
Estimated Maximum Tax Rate (2) (4)	\$0.3457

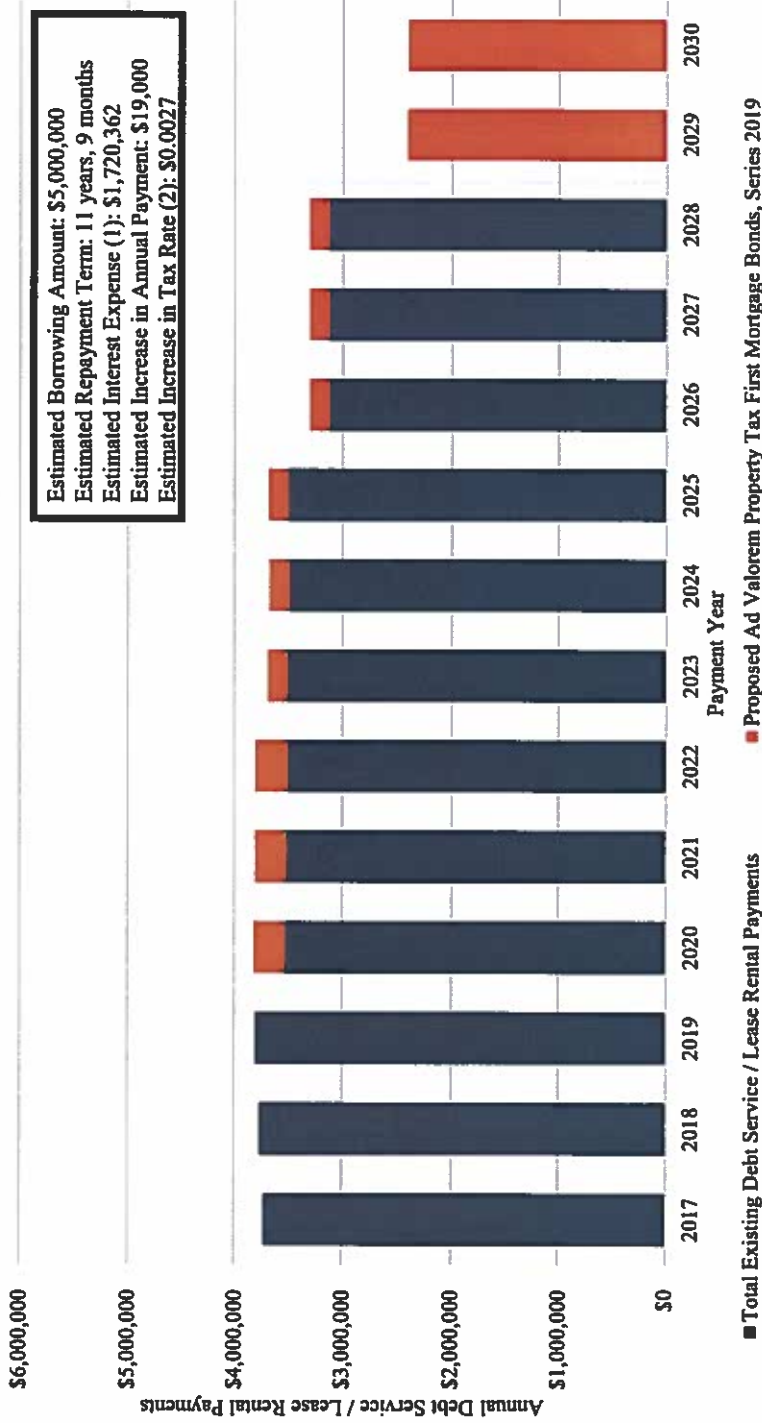
- (1) Based upon current market interest rates as of the date of this report, plus 0.25%. Actual interest rates will be determined at the time of the sale, and resulting interest expense, annual payments and capacity for borrowing could vary significantly from what is shown in this analysis. The maximum interest expense approved was \$2,477,415.
- (2) Based on the 2019 certified net assessed value of \$664,491,306 for Western Boone County Community School Corporation per the Department of Local Government Finance. Assumes 5% license excise/financial institutions factor. Per \$100 of assessed value.
- (3) Represents estimated increase in debt service tax rate based upon estimated increase in overall annual debt payments. The School Corporation could utilize a portion of its operating balance to reduce the incremental impact.
- (4) Represents estimated maximum tax rate allocable to the bond issue based upon the maximum annual payment.

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WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

SCHEDULE OF EXISTING & PROPOSED DEBT SERVICE / LEASE RENTAL PAYMENTS



Estimated Borrowing Amount: \$5,000,000
 Estimated Repayment Term: 11 years, 9 months
 Estimated Interest Expense (1): \$1,720,362
 Estimated Increase in Annual Payment: \$19,000
 Estimated Increase in Tax Rate (2): \$0.0027

- (1) Based upon current market interest rates as of the date of this report, plus 0.25%. Actual interest rates will be determined at the time of the sale, and resulting interest expense, annual payments and capacity for borrowing could vary significantly from what is shown in this analysis. The maximum interest expense approved was \$2,477,415.
- (2) Based on the 2019 certified net assessed value of \$664,491,306 for Western Boone County Community School Corporation per the Department of Local Government Finance. Assumes 5% license excise/financial institutions factor. Per \$100 of assessed value.



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Summary of Estimated Annual Taxpayer Impact \$5,000,000 First Mortgage Bonds

(Assumes taxpayers not at Circuit Breaker Tax Cap and School Corporation does not utilize operating balance)

Market Value of Property	Net Assessed Value (1)	Estimated Tax Impact Over Current Levels: \$0.0027
\$75,000	\$16,500	\$0.45
100,000	32,750	0.88
150,900 (2)	65,835	1.78
200,000	97,750	2.64
300,000	162,750	4.39
Farmland	Net Assessed Value	Estimated Tax Impact Over Current Levels: \$0.0027
1 Acre of Agricultural Property (3)	\$1,610	\$0.04
100 Acre of Agricultural Property (3)	161,000	4.35
Commercial/Rental Property	\$100,000	\$2.70

Note: Based upon current market interest rates as of the date of this report, plus 0.25%. Actual interest rates will be determined at the time of the sale, and resulting interest expense, annual payments and capacity for borrowing could vary significantly from what is shown in this analysis. The maximum interest expense approved was \$2,477,415.

- (1) Tax impact based upon net assessed valuation of home which includes the standard deduction, supplemental homestead deduction, and the mortgage deduction.
- (2) Represents the median home value of \$150,900 within the School Corporation, per the U.S. Census Bureau, 2012-2016 American Community Survey 5 year Estimates.
- (3) Per the DLGF, agricultural land is assessed at \$1,610/acre for taxes payable in 2019. Actual value will vary based on productivity factors.

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