



Building Resources LLC

16848 Southpark Drive • Suite 300
Westfield, Indiana 46074
Tel-317-867-8505 Fax-317-867-8506

February 27, 2009

Mr. Bill Doty
Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131

Re: Proposal for Roof Specifications, Bid Procedure and Administrative Services for Franklin High School – 2009 Roof Replacement, Swimming Pool

Dear Mr. Doty:

In accordance with your request, STR Building Resources LLC, hereinafter referred to as STRBR, is pleased to submit the following proposal for Franklin Community School Corporation, herein after referred to as Owner, for the analysis, design and implementation for the roof work at the subject location including specifications, installation quality assurance observation, and construction administration.

STRBR proposes the following scope of services:

DESIGN DEVELOPMENT

- STRBR will review the Owner's Requirements and related information, including but not limited to the results of an independent Infrared Roof Moisture Survey, schedule, opinion of probable cost, service life expectations, warranties, history, building usage, and contractor insurance requirements.
- STRBR will conduct a Pre-Design Survey of the subject roof areas to evaluate conditions. Based on the survey, STRBR will make recommendations to the Owner on the scope of work required and will provide opinion of probable cost estimates for the proposed work.
- Based on the information gathered in the Pre-Design survey, STRBR will review with the Owner STRBR's recommendations and opinion of probable cost estimates as they relate to the owner's objectives and requirements. Following the review and approval of the Pre-Design Survey by the Owner, STRBR will start project design.

CONSTRUCTION DOCUMENTS and BIDDING

- STRBR will prepare a Specification Package from the data obtained during the Pre-Design Survey. The specifications will be nonproprietary, listing quality manufacturers capable of providing equivalent materials. The Specification

Package will include a roof plan and roofing details along with information on proper methods of application for each component of the roof system. The Specification Package will be prepared to promote competitive bidding by qualified contractors using STRBR-approved products, resulting in a manufacturer's warranty.

- STRBR will assist the Owner in preparing a List of Qualified Contractors from which to solicit bids.
- If required, a Pre-bid Meeting will be held at the job site. STRBR will attend the Pre-bid Meeting to answer bidder questions and make clarifications for equivalent competitive bids.
- STRBR will assist in the Analysis of the Bids.
- If requested by the Owner STRBR will prepare the Owner-Contractor Contract.

CONSTRUCTION ADMINISTRATION

- STRBR will provide Construction Administration Services for the project commencing at the award of the contract. Construction Administration Services will include:
 - Review of shop drawings, submittals and change orders.
 - Review of permits and licensing.
 - Review of the contractor's application for payment.
 - Review of contractor and manufacturer warranties.
- STRBR will conduct a Project Start-up Meeting to review the project and Owner requirements and conditions.
- A qualified representative of STRBR will make periodic Site Visits to observe the quality and progress of the work and will apprise the Owner of construction activities and issues that may arise. These site visits will be unscheduled and will occur at different times to observe various aspects of the work.
- STRBR will prepare a Punch List of deficient or outstanding items at substantial completion and upon notification by the contractor that the project is ready for final review will conduct a Final Review of the completed work prior to final acceptance.

OTHER PROVISIONS

In accordance with the rules and regulations for the practice of Architecture in the State of Indiana, all architectural services and architectural design for this project will be prepared and executed under the full authority and responsible charge of Colby Lewis, AIA, Indiana License number AR1070089, Principal and Director of STR Partners, LLC., Chicago, Illinois.

COMPENSATION

Professional Services

Compensation for professional services, described above and pursuant to the STRBR General Conditions (STRBR-GC) shall be on a flat fee basis. The fee will be Forty Thousand Dollars (\$40,000.00).

The invoicing for the professional services provided shall be as follows:
20% of the total fee upon completion of Design Development.
50% of the total fee upon completion of Construction Documents and Bidding.
Upon completion of quality assurance, documentation and closeout, the remaining 30% will be due.

Reimbursable Expenses

Reimbursable expenses are in addition to fees for professional services and represent STRBR's out-of-pocket expenses made in the interest of the project not included in the base fee per the attached General Conditions.
Reimbursable expenses will be invoiced at cost.

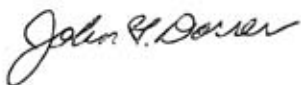
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If this proposal meets with your understanding of the project requirements and is agreeable to you, kindly indicate your acceptance by signing both originals of this proposal. Return one original (along with a purchase order, if applicable) to STRBR and keep one original for your file. Upon receipt of an executed proposal or purchase order, STRBR will proceed with scheduling the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity to serve you and look forward to working with you on this project.

A C C E P T E D

Yours truly,
STR Building Resources LLC


John G. Dorrer
Senior Account Manager

Franklin Community School Corporation

By: _____
Title: _____
Date: _____

STRBR Proposal #6554

GENERAL CONDITIONS TO THE CONTRACT

1. **PARTIES AND SCOPE OF WORK:** STR Building Resources, LLC (herein after referred to as STRBR) shall include said company, and its subcontractors performing the work. "Work" means the specific STRBR services as set forth in the proposal. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose. The authorization of the work by the Client shall constitute acceptance of the terms of the proposal and these General Conditions.
2. **TESTING:** Any necessary testing of existing or newly installed materials shall be done outside of the accepted proposal terms and the costs of these tests will be born by the Client.
3. **SCHEDULING OF WORK:** The services set forth in the proposal will be accomplished in a timely, workmanlike and professional manner by STRBR personnel as per the prices quoted.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the sites as is necessary for STRBR to perform the work.
5. **RESPONSIBILITY:** STRBR's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. STRBR shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. STRBR's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
6. **PAYMENT:** Client shall be invoiced for work performed to date as outlined in the proposal. Client agrees to pay each invoice within thirty (30) days of receipt. Payment made beyond this period shall be subject to interest at Prime Rate plus 5% APR.
7. **TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, Client shall compensate STRBR for all services performed up to and including the termination date, including reimbursable expenses.
8. **SERVICES:** STRBR's services will be performed and documents prepared in accordance with its proposal, Client's acceptance thereof, these General Conditions, and with generally accepted principles and practices in performing its professional services. STRBR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its professions. Statements made in STRBR's reports are opinions based upon professional judgment and are not to be construed as representations of fact.
9. **PROVISIONS SEVERABLE:** In the event any of the provisions of these general conditions should be found to be unenforceable it shall be stricken and the remaining provisions shall be enforceable.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This Agreement may be modified only in writing, signed by each of the parties hereto.
11. STRBR shall have no responsibility for the presence, discovery, removal or exposure of persons to hazardous materials of any kind, including asbestos or other toxic substances.