

CREDIT AGREEMENT

THIS AGREEMENT is made this 12th day of September, 2005, by and between the **WARREN COUNTY SCHOOL DISTRICT** of Warren County, Pennsylvania, sometimes hereinafter referred to as ----- **"DISTRICT,"**

AND

WTW ARCHITECTS, INCORPORATED, of 127 Anderson Street, Suite 310, Pittsburgh, Pennsylvania 15212, sometimes hereinafter referred to as ----- **"WTW."**

WHEREAS, the parties hereto have previously entered into an Agreement identified as WCSD #PC 202, which contract pertains to the project sometimes known as the Warren Area Elementary Center (hereinafter "WAEC"); and

WHEREAS, pursuant to Rider "D" of the aforesaid contract, the parties agreed that the architectural work performed by WTW for the District would be submitted to a third party review firm, Redi-Check International, for review, and that following said review, WTW would thereafter have opportunity to correct items identified by Redi-Check International as needing correction; and

WHEREAS, Rider "D" further provided that in the event WTW failed to correct any of said identified items and such items were thereafter the subject of change orders during construction, WTW would bear the cost of said items; and

WHEREAS, the parties acknowledge that WTW employed RPA/Sturgeon for part of the services provided by WTW to the District; and

WHEREAS, for the purposes of this Agreement, the parties agree that in several instances, WTW or its employee RPA/Sturgeon failed to correct items identified by Redi-Check, which items thereafter became the subject of change orders (hereinafter the “QUALIFIED CHANGE ORDERS”); and

WHEREAS, the parties agree that the total sum of said Qualified Change Orders is the amount of Fifty-One Thousand One Hundred Twelve and 97/100ths Dollars (\$51,112.97); and

WHEREAS, in recognition of their agreement to resolve the disputed issues as set forth above, the parties agree to exchange the consideration as set forth below in order to resolve all issues arising from the provisions of Rider “D” as set forth above.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The parties incorporate the terms of the recitals as set forth above.
2. Within ten (10) days of the execution of this Agreement by both parties hereto, WTW agrees to pay cash to the District in the amount of Twenty-Five Thousand Five Hundred Fifty-Six and 48/100ths Dollars (\$25,556.48).
3. As additional consideration, WTW agrees to afford to District a credit in the amount of Twenty-Five Thousand Five Hundred Fifty-Six and 49/100ths Dollars (\$25,556.49) (hereinafter the “CREDIT AMOUNT”) which Credit Amount may, at the election of the District, be utilized in the following way:
 - A. The District may utilize the Credit Amount as a credit against project design fees owed by the District to WTW on the next major project designed by

WTW for the District. As utilized in the preceding sentence, the term "major project" is intended to mean a project having an estimated construction cost in excess of Ten Million Dollars (\$10,000,000); the term "project design fee" is intended by the parties to mean those design fees as specified by the Pennsylvania Department of General Services on the fee charts issued by the same, and WTW agrees to utilize said fees as the basis for its charges to the District.

4. There shall be no time limit for the District's utilization of the Credit Amount as set forth above. However, said Credit Amount shall not bear interest. In the event that the District does not select WTW as a design firm, WTW shall have no obligation to repay the Credit Amount to the District.

5. As a consequence of this Agreement, the District acknowledges that WTW and RPA/Sturgeon are professionals in good standing with the District and that neither shall be precluded from consideration for providing design services to the District in the future as a result of any matter arising from the WAEC project.

6. The parties agree that the provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

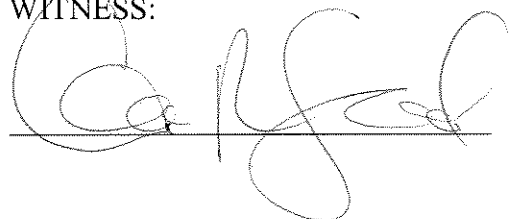
WITNESS: (seal)

WARREN COUNTY SCHOOL DISTRICT

Ruth Huck, Secretary

By _____
Jacki Nuttall, School Board President

WITNESS:



WTW ARCHITECTS, INCORPORATED

By _____
Richard DeYoung, President