

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

CONTRACT FEE ADJUSTMENT
FOR PROFESSIONAL DESIGN SERVICES

No. **PC1204-A1**

AGREEMENT made as of this _____ day of _____, **2015**, at Warren County, by and between Warren County School District (hereinafter called the "School District") AND

HALLGREN, RESTIFO, LOOP & COUGHLIN ARCHITECTS
4380 W. 12TH STREET; ERIE, PA 16505

A corporation, Federal Identification No. **25-1881262** (hereinafter called the "Professional" or "Architect" or "Architect/Engineer").

The Professional shall act as the designer and project administrator for the professional services prescribed in this Agreement for the duration specified for a project for **Sheffield Elementary Addition** (hereinafter called the "PROJECT"), designated as Project No. **WCSD 1204**, and as more particularly described in the "SCOPE" attached hereto as Rider A, which is made a part hereof.

The School District and the Professional in consideration of their mutual covenants herein agree in respect of the performance of professional architectural and engineering services by the Professional and the payment for those services by the School District as set forth in the original Agreement No. **PC1204**, dated **May 14, 2012**.

WITNESSETH THAT:

The parties hereto, intending to be legally bound hereby, do agree as follows:

1. In that the Warren County School District changed the original scope of work in such a manner that the original estimated project cost increased; hence the Professional is due an adjustment.
2. All of the Terms and Conditions of the original agreement, No. PC1204, remain in full force and effect. This action was approved by the Warren County School District Board of School Directors at the May 14, 2012, Board Meeting.
3. Adherence to Time Schedule. The Professional shall strictly adhere to submission schedules set forth in Paragraph 2. Should the Professional become aware that he will be unable to meet any of the dates set forth in Paragraph 2, the Professional shall immediately notify the School District in writing. The Professional shall include in the notice the reason(s) for the Professional's inability to meet the date(s) and a request that the School District amend the time schedule. The School District shall review the Professional's notice and determine whether or not to amend the time schedule.

If the School District determines that the delay is due to the fault of the Professional, the School District may: 1) amend the schedule and direct the Professional to expeditiously proceed with the design of the Project, in which case the School District may hold the Professional responsible for any costs attributable to the delay, or 2) terminate the Agreement for default of the Professional, in accordance with the provisions of the General Conditions. If the School District determines that the delay is not due to the fault of the Professional, the School District may amend the time schedule. The Professional agrees that such an amendment of the time schedule is his exclusive remedy for a delay and that he may not make any claims against the School District for increased costs due to the delay.

4. Compensation and Cost Allocation. The Professional's compensation, for Basic Services, shall be \$ 221,384.00, and for Special Conditions shall be \$ 30,610.00, for a **Total Compensation to be rendered under this Agreement to be \$ 251,994.00**, to be paid according to the provisions of Rider B, Exhibit D-Basic Services Compensation and Payment Schedule and Rider D-Special Conditions. A not-to-exceed allowance of \$ 5,000.00 for reimbursable expenses is established in accordance with Rider B, Exhibit D.

The revised construction cost allocation for this project is \$ 5,172,619.00. It is a condition of the Agreement that the Professional design this project within the Allocation unless that Allocation is changed in accordance with the terms and conditions of this Agreement.

5. Incorporation by Reference. This Agreement is made subject to and is governed by the School District's General Conditions of the Standard Form of Agreement of Professional Design Services (Rider B) and all Plans, Specifications and other contract documents shall be prepared in conformity with the School District's Engineering/Architecture Instructions in effect at the time of execution of the Agreement which are hereto referenced and made a part hereof as if attached. The Agreement is also subject to and governed by any Special Conditions hereto attached (Rider D) and made a part thereof.

6. Assignment. This Agreement is for the personal/professional services of the Professional and performance hereunder may not be assigned or transferred by Professional without written consent of the School District, but this provision shall not prevent an assignment for financing purposes of moneys due, or to become due under this Agreement, nor the retaining, by the Professional, on his own responsibility and at his own expense, of such specialized architects or professional engineers as may be necessary for the proper design and development of the Project.

7. Amendment. The Professional hereby acknowledges receipt of notice that no person has any authority to amend or modify this Agreement or waive any term or provision hereof except by written amendment hereto signed by an authorized representative of the School District.

8. Notices. Wherever the term "notice" is used, such notices to be effective shall be in writing and, if to the School District, shall be mailed certified mail,

postage and fees prepaid, or delivered to the School District, and if to the Professional shall be similarly mailed or delivered to him at the address set forth in the caption of this Agreement, unless and until notice of another address shall be given hereunder, in which case notices shall be so delivered or mailed to the address last so given.

9. Integration. This Agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement exist.

10. No Third Party Rights. Nothing in this Agreement or in the General or Special Conditions or in any other document incorporated herein by reference or issued hereunder, expressed or implied, is intended to or shall be construed to confer upon, or give to, any person, firm or corporation or any Governmental Agency other than the School District, its successors and assigns, and the Professional, any right, remedy or claim, legal or equitable, whether as third party beneficiary or otherwise; this Agreement and all provisions applicable hereto or incorporated herein being intended to be, and being for the sole and exclusive benefit of the School District, its successors and assigns and the Professional.

11. Hold Harmless Clause. The Professional agrees to protect, indemnify, and save harmless the School District from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, or judgments of any nature arising out of or resulting from performance by the Professional of this Agreement, provided that such liability, loss, damages, costs, expenses, causes of action, suits, claims, demands or judgments are caused in whole or in part by the negligent acts or omissions of the Professional, its employees, its agents, or its consultants or by the failure of the Professional to perform its obligations hereunder.

12. Professional Evaluations. In signing this Agreement, the Professional consents to the evaluation of its performance by the School District and understands that any such evaluation may be used in future selections of Professionals. Furthermore, the Professional's consultants will also be evaluated. The Professional is required to notify each of its consultants that in contracting with the Professional, the consultant consents to the School District's evaluation of the consultant and to the use of any such evaluation in future selections of Professionals.

13. Riders. Additional terms, requirements, conditions, and considerations of this Agreement are specified in Riders A, B, C, D, E and F, which are attached by reference and made a part of the Agreement.

IN WITNESS WHEREOF, This Agreement has been executed and delivered as of the date set forth in the caption hereof, for School District Project # WCSD 1204.

FOR THE SCHOOL DISTRICT:

Attest

By:_____

Name:_____

Title:_____

FOR THE PROFESSIONAL:

Attest

By:_____

Name:_____

Title:_____