

Professional Services Agreement Between Owner and Consultant

AGREEMENT made as of the _____ day of _____ in the year of Two Thousand Eighteen

BETWEEN the Consultant's client identified as the Owner:

Warren County School District
6820 Market Street
Russell, PA 16345

And the Consultant:

Thomas & Williamson Program Management
3270 Babcock Boulevard
Pittsburgh, PA 15237

For the following Project:

The Consultant shall prepare a Study of Demographics & Enrollment Projections. The Study shall include the following consultative services:

Community Overview:

a summary of housing and population distribution among the communities in the school district and a summary of the planning housing starts and their impact on enrollment.

District-wide Attendance Boundary Maps:

a total of eighteen (18) maps, divided by township, showing the overall attendance areas of Warren County School District. Maps shall show contrasting colors depicting each of the attendance boundaries as well as major points of interest.

Demographics Analysis:

a qualitative analysis and report of the social and economic factors influencing the population in the various communities contained within the school district.

Enrollment Projections Analysis:

an analysis of all district grade levels and development of enrollment projections for the next ten (10) school years using the following data: (1) birth factors; (2) mobility factors; (3) student yield factors. All factors used in the analysis will be developed by the consultant using historic enrollment records provided by the Owner, housing information acquired through various sources, and birth data obtained from the Pennsylvania Department of Health.

The Owner and Consultant agree as set fourth below:

WITNESSETH: That the Consultant in consideration of the covenants, conditions and agreements of the Owner herein contained, does hereby agree to furnish all labor, materials and equipment and to perform all work necessary to complete, in a skillful manner, the following:

The Consultant is to perform the services described in Rider A for the Owner. The Consultant shall provide the required Consulting and consulting services necessary in accordance with the attached Riders, which by this reference are incorporated herein and made part of this Agreement:

Rider A - Proposal, including Scope of Services and Fee Proposal, consisting of thirty-five (35) pages.

Rider B - Agreement General Provisions, consisting of four (4) pages.

Rider C - Payment to Consultant for Service and Reimbursable Expenses, consisting of two (2) pages

The term shall begin upon receipt of a fully executed Agreement and written authorization to proceed from Owner. The term shall end upon the acceptance of completion by the Owner.

The Consultant shall not perform services in excess of the Agreement without prior written authorization to proceed from the Owner.

Consultant shall report to the Owner's Contact: Dr. Norbert Kennerknecht, Director of Buildings and Grounds Services.

The Total amount of expended under this Agreement shall not exceed \$26,572.00.
Payment shall be made in accordance with Rider C.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.

OWNER *(Signature)*

CONSULTANT *(Signature)*

Printed Name

Jon M. Thomas
President

Title

Rider A- Proposal

Rider B- Agreement General Provisions

- I. Consultant agrees to hold harmless, defend and indemnify the Owner and the officers, agents and employees of each of them from any and all claims, damages, losses, causes of action, and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligence on the part of the Consultant, its officers, agents, and employees, in the performance of this Agreement.
- II. Consultant shall provide all necessary Workers' Compensation insurance at Consultant's own expense.
- III. Consultant, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Owner.
- IV. Owner may cancel this Agreement should the Consultant fail to perform as herein provided. In the event of such cancellation, Owner shall be relieved of the obligation to make any payment to Consultant and Owner may proceed with the work in any manner Owner deem proper.
- V. Owner may terminate this Agreement upon giving 15 days written notice. In the event of such termination, Consultant shall be paid only for the work satisfactorily completed.
- VI. Consultant shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Owner. Thus, Consultant may not assign any moneys due or to become due hereunder without the written consent of the Owner.
- VII. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.
- VIII. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Oral understandings or other agreements not incorporated herein shall not be binding.
- IX. Owner may issue a written order for extra services with respect to the services to be performed under this Agreement at any time prior to the completion of the services. Owner shall pay Consultant an amount for such extra services as provided in this Agreement, or if not so provided, Owner shall pay Consultant a reasonable amount which shall be agreed upon by the parties.
- X. Any notice which may be proper or necessary for either of the parties hereto to serve on the other, in case of Owner may be served effectual upon Owner by delivering it in writing, addressed to the Owner, attention of the Owner's Contact at the address appearing on the first page of this Agreement, or by depositing it in a United States mail deposit box with first class postage thereon fully prepaid and addressed to Owner at the above-mentioned address; and in the case of Consultant, may be served effectual upon Consultant by delivering it in writing

to Consultant at the address appearing on the first page of this Agreement or depositing it in a United States mail deposit box with first class postage thereon fully prepaid, and addressed to Consultant at Consultant's above-mentioned address; or any notice may be served effectually by delivering or mailing it, as in this section provided, addressed to Owner or Consultant at any other place or places which Owner or Consultant, by written notice served upon the other, may designate, provide, however, that nothing herein shall preclude the giving of notice by personal service.

- XI. Nondiscrimination:
- A. During the performance of this contract, Consultant and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - B. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - C. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- XII. Consultant shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for the pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Consultant is or is not under contract at the time such gain is realized.
- XIII. The report, survey, or other product developed by Consultant pursuant to this Agreement is the property of Owner and shall not be used in any manner by Consultant unless authorized by Owner.
- XIV. In executing this Agreement, Consultant swears, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board. Owner may rescind this contract if Consultant falsely swears to this statement.
- XV. Payments to Consultant
- A. Methods of Payment for Services and Reimbursable Expenses of Consultant
 - 1. For Basic Services. Owner shall pay Consultant for Basic Services performed or furnished under Rider A, as set forth in Rider C.

2. For Additional Services. Owner shall pay Consultant for Additional Services performed as set forth in Rider C.
3. For Reimbursable Expenses. In addition to payments provided for in paragraphs XV.A.1 and XV.A.2, Owner shall pay Consultant for Reimbursable Expenses incurred by Consultant and Consultant's Consultants as set forth in Rider C.

B. Other Provisions Concerning Payments

1. Preparation of Invoices. Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Owner by Consultant, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Rider C.
2. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, therefor, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Owner suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
3. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. Payments Upon Termination
 - A. In the event of any termination Consultant will be entitled to invoice Owner and will be paid in accordance with Rider C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - B. In the event of termination by Owner for convenience or by Consultant for cause, Consultant, shall be entitled to invoice Owner and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Rider C.
5. Records of Consultant's Costs. Records of Consultant's costs pertinent to Consultant's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent

necessary to verify Consultant's charges and upon Owner's timely request, copies of such records will be made available to Owner at cost.

6. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on Consultant's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by the Owner as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to Consultant's estimated total compensation.

Rider C – Payment to Consultant for Services and Reimbursable Expenses

I. For Basic Services Having A Determined Scope –Lump Sum Method of Payment

A. Owner shall pay Consultant for each of those Basic Services selected as set forth in Rider A, as follows:

1. A Lump Sum amount of \$26,752.00 based on the following distribution of compensation unless the Owner eliminates a service and its respective fee.

| WBS | Task/Sub-task | Qty | Totals | Principal | Project Engineer | Executive Admin. | Planner | Demographics Consultant |
|------------|--|-----|-----------------|-----------|------------------|------------------|---------|-------------------------|
| 0.0 | Meetings | | | | | | | |
| 0.1 | Meetings/conference calls with municipalities to collect residential housing information and other pertinent information | 1 | \$2,060 | \$0 | \$1,610 | \$450 | \$0 | |
| 0.2 | Progress Meeting: Demographics (Meeting Location: WCSD District Administrative Offices) | 1 | \$525 | \$0 | \$525 | \$0 | \$0 | |
| 0.5 | Final presentation (Meeting Location: WCSD District Administrative Offices) | 1 | \$2,213 | \$1,688 | \$525 | \$0 | \$0 | |
| | Subtotal Costs for 0.0 - Meetings | | \$4,798 | \$1,688 | \$2,660 | \$450 | \$0 | |
| | Travel Expenses (\$0.545/mi.) | | \$474 | | | | | |
| | Total Costs for 0.0 - Meetings & Presentation | | \$5,272 | | | | | |
| 1.0 | Demographics and Enrollment Study | | | | | | | |
| 1.1 | Coordination between T&W and Davis Demographics | 1 | \$1,010 | \$450 | \$560 | \$0 | \$0 | |
| 1.2 | Develop maps, by township (18 total), showing current enrollment zones | 18 | \$2,790 | \$0 | \$630 | \$2,160 | \$0 | |
| 1.3 | Acquisition / setup of computer GIS base maps for District | 1 | \$0 | \$0 | \$0 | \$0 | \$0 | ↓ |
| 1.4 | Creation of GIS data: existing school boundaries, plan areas, etc. | 1 | \$0 | \$0 | \$0 | \$0 | \$0 | ↓ |
| 1.5 | Geocoding of four years of district-supplied data | 1 | \$0 | \$0 | \$0 | \$0 | \$0 | ↓ |
| 1.6 | Research & analysis of other relevant demographic statistics | 1 | \$0 | \$0 | \$0 | \$0 | \$0 | ↓ |
| 1.7 | Acquisition of development project information & timing | 1 | \$0 | \$0 | \$0 | \$0 | \$0 | ↓ |
| 1.8 | Development of 10-yr enrollment forecasts | 1 | \$0 | \$0 | \$0 | \$0 | \$0 | ↓ |
| | Total Costs for 1.0 - Demographic Trends & Enrollment Projections | | \$21,300 | \$450 | \$1,190 | \$2,160 | \$0 | \$17,500 |
| | Total Cost for Study: | | \$26,572 | | | | | |

2. The Lump Sum includes compensation for Consultant’s services and services of Consultant’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for Consultant’s services will be based upon Consultant’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

**Appendix 1 to Rider C
Standard Hourly Rates and Reimbursable Expenses**

Fees for Basic Services billed as a Lump Sum in accordance with Rider C, Paragraph 'I' have been computed to include the following standard rates and reimbursable expenses. Those fees include all travel, travel time, lodging, meals, 15 reproductions of our reports, taxes, tolls, insurance (including professional liability), electronic media charges, telephone, fax, CAD charges, video and photographs. Those fees do not include reproductions of the Owner's existing building drawings and specifications.

Fees for Owner Approved Additional Services shall be billed using Standard Hourly Rates in accordance with Rider C, Paragraph 'II'. Additional Reimbursable Costs approved by the Owner shall be billed at cost multiplied by a factor of 1.0.

Standard Hourly Rates:

| Project Assignment | Name | Hourly Rate |
|---------------------------|---------------|--------------------|
| Principal | Jon Thomas | \$225.00/hr |
| Project Engineer | Blake Leibert | \$70.00/hr |
| Executive Administrator | Alicia Zevola | \$60.00/hr |
| Planner | Katie Dedola | \$50.00/hr |