



MIDDLE BUCKS MEMORANDUM

TO: Middle Bucks Area Vocational Technical School Authority Members

FROM: Thomas L. Seidenberger

DATE: October 7, 2022

SUBJECT: October 13, 2022 – Middle Bucks Area Vocational Technical School Authority Meeting

Attached please find the packet for the October 13, 2022 Middle Bucks Area Vocational Technical School Authority meeting. The meeting will be held in Room 101 at 5:30 pm. If you have any questions or concerns, please feel free to call me

TLS/rcj

Attachments

Distribution: Barry L. Pflueger, Jr., Chairperson
David Ely
Charles Kleinschmidt
Hon. Bernie O'Neill
Greg Rodgers
Christopher Mahoney, Esquire

cc: Warren Anders
Frank Ayata

MIDDLE BUCKS AVTS AUTHORITY

October 13, 2022 – 5:30 p.m.

Room 101

MEETING AGENDA

1. Approval of August 16, 2022 Minutes. (Attachment 1)
2. Review of Cash Activity – Authority & Bond Accounts (Attachment 2)
3. A motion to approve payment of invoices/bills. (Attachment 3)
4. South Plaza Project Proposals (Attachment 4)
5. Welding Lab Update
6. Culinary Arts – Refrigerator/Freezer Update
7. Roof Section A-B-C – Update
8. Roof Sections FGHIKLNOP Project Update
9. North Plaza Concrete Project Update
10. Cosmetology Lab Update
11. Discuss next meeting date
12. Adjournment

MINUTES OF MIDDLE BUCKS AREA
VOCATIONAL TECHNICAL SCHOOL AUTHORITY
MEETING OF August 16, 2022

A duly advertised meeting of the Middle Bucks Area Vocational Technical School Authority was called to order at 5:32 P.M. on Tuesday, August 16, 2022, by Chairman Barry L. Pflueger, Jr. In addition to Mr. Pflueger, Jr., the following persons were present at the meeting: Authority Members David Ely, Honorable Bernie O'Neill, John Gamble, and Charles Kleinschmidt. Also present at the meeting were Thomas Seidenberger, Interim Administrative Director; Frank Ayata, Business Manager; Warren Anders, Facility Supervisor; and Christopher S. Mahoney, for the Solicitor.

After discussion, and upon motion made by Mr. Gamble, seconded by Mr. Ely and carried, all Members voting aye, the Minutes of the June 16, 2022 meeting were approved with one modification to Mr. Ely as the second on the Motion to approve the May 12, 2022 minutes.

Frank Ayata reviewed the cash activity of the Authority for the period of June 1, 2022 to June 30, 2022.

Copies of the bills submitted to the Authority for payment were circulated to the Authority Members for review prior to the meeting. The bills presented constituted bills to be paid from the U.S. Bank Bond Administration Expense Fund, Series 2015; U.S. Bank Bond Administration Expense Fund, Series 2020; the U.S. Bank Settlement Fund, Series 2020; and capital reserve funds. Upon motion made by Mr. O'Neill, seconded by Mr. Gamble and carried, all Members

voting aye, the bills were approved for payment. It was noted in the approval the bill from Stuckert and Yates was \$360.00, not \$330.00 as contained in Attachment 3, but the approval form and reflection of that invoice in the cash activity reflected the correct amount. A true and correct copy of a list of the bills being authorized to be paid is attached hereto, made a part hereof and marked Exhibit "A."

Warren Anders advised the Authority Members that he had met with contractors submitting bid packages on the welding lab project. Two packages were already received. There was discussion that Warwick Township was making requests regarding approval of a Land Development Waiver Application. These requests include paving approximately 2,000 linear feet of gravel path. The Solicitor for MBIT, Jeffrey Garton, Esq., was apprised of the situation. By way of context, Mr. Gamble advised that the approval for the gravel path initially was conditioned on not paving it. Further discussions with Warwick Township were likely to ensue.

Mr. Anders provided an update on the culinary arts, refrigerator/freezer project. While the system currently works, it does continue to need to be replaced. When sufficient bids are received, they will be opened and one will be presented for acceptance. There is approximately six or eight months of lead time on the project due to supply issues.

Mr. Anders provided an update on Roof Sections FGHIKLNOP. Munn Roofing was waiting on fasteners to move forward as supply chain issues were holding up the project.

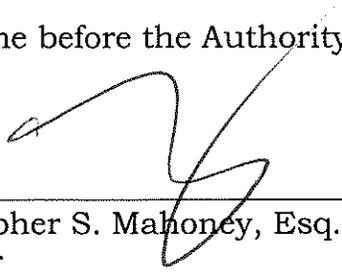
The Bid package from Munn Roofing for Roof Sections ABC was presented to the Authority members in advance of the meeting for review. At the meeting, Mr. Anders presented the package for approval. Munn Roofing represented the lowest responsible bidder at \$496,800.00. The Authority was advised that two additional bids had been received at substantially higher amounts of approximately \$593,000.00 and \$689,000.00. On Motion made by Mr. Ely, seconded by Mr. Gamble, all members voting aye, the bid package from Munn Roofing was approved.

Mr. Anders provided an update on the North Plaza Concrete project. The project was moving forward and had an expected completion date sometime in late October, early November. MBIT has made arrangements for alternative entrance and parking for students, staff, and visitors. Mr. Anders advised that core samples were being tested throughout the project to ensure quality control.

Mr. Anders provided an updated on the South Plaza Project. The proposal specifications were reviewed and modifications were requested. Once they are approved by MBIT's Solicitor, they will be presented to the Authority Members for approval before the bidding process can begin.

The next meeting has been tentatively scheduled for October 13, 2022.

There being no further business to come before the Authority the meeting was duly adjourned at 6:00 o'clock P.M.



Christopher S. Mahoney, Esq.
Solicitor

			Local FNBN	US Bank 2020 Bond-6000	US Bank 2020 Admin. Exp 6001	US Bank 2020 Settlement-6002	US Bank 2015 Bond-9000	US Bank 2015 Admin. Exp 9001	US Bank 2015 Settlement-9002	Combined Total
Cash balance August 1, 2022			\$ 1,774.46	\$ 383.62	\$ 2,686.72	\$ 336,344.33	\$ 12.98	\$ 3,096.23	\$ 1,202.32	\$ 345,500.66
Transfers -							\$ 516.40			\$ 516.40
Receipts:				\$ 82,667.01			\$ 3,859.38			
	Interest income		\$ 0.44	\$ 3.06	\$ 383.17	\$ 0.01	\$ 3.53	\$ 1.37		\$ 391.58
Total Receipts			\$ -	\$ 82,667.45	\$ 3.06	\$ 383.17	\$ 4,375.79	\$ 3.53	\$ 1.37	\$ 87,434.37
Transfers				\$ 820.91						\$ 820.91
Distributions				\$ 80,362.50	\$ 418.68	\$ 336,128.67	\$ 3,959.38			\$ 420,869.23
Total Disbursements			\$ -	\$ 81,183.41	\$ 418.68	\$ 336,128.67	\$ 3,959.38	\$ -	\$ -	\$ 421,690.14
Cash balance August 31, 2022			\$ 1,774.46	\$ 1,867.66	\$ 2,271.10	\$ 598.83	\$ 429.39	\$ 3,099.76	\$ 1,203.69	\$ 11,244.89
Transfer to be made by Trustee/Board										
To Be Paid upon approval and in future										\$ -
	CNA Payments									\$ -
	Courier Times/Intelligencer			\$ 46.30						\$ 46.30
	Stuckert & Yates			\$ 570.00						\$ 570.00
	US Bank									\$ -
			\$ -	\$ -	\$ 616.30	\$ -	\$ -	\$ -	\$ -	\$ 616.30
Remaining cash after payments			\$ 1,774.46	\$ 1,867.66	\$ 1,654.80	\$ 598.83	\$ 429.39	\$ 3,099.76	\$ 1,203.69	\$ 10,628.59

MIDDLE BUCKS AVTS AUTHORITY					
INVOICES TO BE APPROVED FOR PAYMENT					
October 13, 2022					
US BANK BOND ADMIN EXP FUND 2015 & 2020					
<u>PAYEE</u>	<u>REF #</u>	<u>DESCRIPTION</u>	<u>SERIES</u>	<u>BOND ACCOUNT</u>	<u>AMOUNT</u>
Courier Times/Intelligencer	7722898	Advertising meeting date October 12, 2022	2020	US Bank 2020 Admin. Exp 6001	\$ 46.30
Stuckert & Yates	27429	Bill dated September 14th, 2022 for professional services relating to Authority Meeting.	2020	US Bank 2020 Admin. Exp 6001	\$ 570.00
					\$ 616.30
US BANK SETTLEMENT FUND 2020					
<u>PAYEE</u>	<u>REF #</u>	<u>DESCRIPTION</u>	<u>SERIES</u>		<u>AMOUNT</u>
					\$ -
					\$ -

Frank Ayata

From: Jackiewicz, Roberta C.
Sent: Tuesday, August 30, 2022 10:41 AM
To: Frank Ayata; Herter, Rachel
Subject: FW: 7722898 Acct# 1-075522005 Legal Notice Advertising Intelligencer - MBAVTS Authority Meeting on 10/13/22 - Ad to run 9/1/22
Attachments: 7722898.pdf

RE - Legal Notice Advertising – 10/13/22 MBAVTS Authority Meeting

Roberta Jackiewicz

Director's Administrative Assistant
Middle Bucks Institute of Technology
2740 York Road
Jamison, PA 18929
215-343-2480 Ext. 210
215-491-2697 (Fax)
rjackiewicz@mbit.org



From: Gannett Legals Public Notices 7 <ganlegpubnotices7@gannett.com>
Sent: Tuesday, August 30, 2022 10:30 AM
To: Jackiewicz, Roberta C. <rjackiewicz@mbit.org>
Subject: RE: 7722898 Acct# 1-075522005 Legal Notice Advertising Intelligencer - MBAVTS Authority Meeting on 10/13/22 - Ad to run 9/1/22

Hello Roberta,

Please find attached your order confirmation and proof of the ad.

Your ad is set to run in:

· The Intelligencer 1x on 9/1/2022

The total cost is **\$46.30** which includes an affidavit, which will be mailed to you after the ad publishes. Please reply by **11AM Wednesday, August 31, 2022** with changes for the ad. **Your notice is scheduled to run per your request and will publish unless you advise otherwise.** You will be able to receive an affidavit **7-10 business days** after the last day of printing.

Thanks,

William Stockton
Public Notice Representative

Office: 833-790-0905

From: Jackiewicz, Roberta C. <rJackiewicz@mbit.org>

Sent: Tuesday, August 30, 2022 10:12 AM

To: LNG-Legals <legals@couriertimes.com>

Subject: 7722898 Acct# 1-075522005 Legal Notice Advertising Intelligencer - MBAVTS Authority Meeting on 10/13/22 - Ad to run 9/1/22

Good morning,

Attached please find a legal notice we would like to publish in the Intelligencer on Thursday, September 1, 2022. Please let me know the cost for the legal notice and proof of publication.

Thank you,

Roberta Jackiewicz

Director's Administrative Assistant
Middle Bucks Institute of Technology

2740 York Road

Jamison, PA 18929

215-343-2480 Ext. 210

215-491-2697 (Fax)

rjackiewicz@mbit.org



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Erie Times-News | The Intelligencer
 Bucks County Courier Times
 The Daily American | Beaver County Times
 Pocono Record | Burlington County Times

Order Confirmation

Not an Invoice

Account Number:	799579
Customer Name:	Middle Bucks Inst Of Tech
Customer Address:	Middle Bucks Inst Of Tech 2740 York RD Jamison PA 18929-1046
Contact Name:	Middle Bucks Inst Of Tech
Contact Phone:	2153432480
Contact Email:	
PO Number:	

Date:	08/30/2022
Order Number:	7722898
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	10.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LNG Intelligencer	1	09/01/2022 - 09/01/2022	Public Notices
LNG classifiedonline.com	1	09/01/2022 - 09/01/2022	Public Notices

Total Order Confirmation	\$46.30
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NOTICE

The Middle Bucks Area Vocational Technical School Authority meeting will be held on Thursday, October 13, 2022 at 5:30 p.m. in Room 101 at Middle Bucks Institute of Technology, 2740 York Road, Jamison, PA 18929.



INVOICE

Invoice # 27429
Date: 09/14/2022

2 North State Street
Newtown, PA 18940
Phone: (215) 968-4700
www.stuckertyates.com

Middle Bucks Area Vocational Technical School Authority
2740 York Road
Jamison, PA 18929

97401-CSM

Meeting Invoice

Date	Professional Services Rendered:	Hours	Rate
08/16/2022	Review packet and prepare for meeting.	0.30	\$300.00
08/16/2022	Attend meeting.	0.50	\$300.00
08/17/2022	Draft Minutes from August 16, 2022 Meeting.	0.40	\$300.00
08/17/2022	Research into Authority's obligations regarding new Administrative Director.	0.70	\$300.00
		Total Hours	1.9
		Total Hours	1.9
		Subtotal	\$570.00
		Total	\$570.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
27429	10/14/2022	\$570.00	\$0.00	\$570.00
			Outstanding Balance	\$570.00
			Amount in Escrow	\$0.00
			Total Amount Outstanding	\$570.00

Please make all amounts payable to: Stuckert and Yates
Payment is due upon receipt. To assure proper credit, please include your bill number on your payment.

Please pay within 30 days.

CORPORATE OFFICE:
44 Grant 65
Sheridan, AR 72150



PHONE: (870) 942-5613
FAX: (870) 942-2666
WEB: www.paveconnect.com

Professional Services Agreement No. 1
Professional Services – Construction Services
Drive Lanes B and D and Parking Lot East Pavement Repairs
Middle Bucks Institute of Technology
Jamison, Bucks County, PA

Project Understanding:

In preparation of this PSA, we have taken the following matters into consideration:

- Previous discussions with MBIT personnel and PaveConnect relative to the site design and objective.
- The 2018 Pavement Evaluation report, prepared by Gilmore & Associates, Inc. (dated 1/25/2019).
- Field view to observe the existing site pavement conditions.
- PaveConnect will prepare basic scope of work area.
- PaveConnect will prepare front-end and technical construction specifications for the project.
- PaveConnect will assist in the construction administration services related to facilitating contractor bids, selection of contractor(s), project management, etc.
- It is anticipated that some permitting may be required from Warwick Township; however, the exact permitting requirements will not be determined until the project's detailed scope of work is confirmed.
- Permitting is anticipated by the Bucks County Conservation District (BCCD); although, this may also be dictated by Warwick Township requirements.
- It is understood that site disturbance is any area requiring moving of earth or exposing of earth (subgrade).

Based upon the foregoing information, our PSA has been prepared to include two (2) service categories for the work of PaveConnect. These service categories include Basic Services and Additional Services. First, Basic Services are those required based on our experience and knowledge of your project. Second, Additional Services are an outline of services specifically excluded, but which can be performed when requested. We have also provided a list of Services Specifically Excluded, services that must be provided by others.

The Scope of Basic Services outlined below is based on our team's prior experience with similar design and construction projects within various municipalities, past experience with the various review agencies, as well as experience with planning/design and processing of other projects of similar scope and nature.

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Scope of Basic Services:

1. Site Analysis: PaveConnect will perform the following services:

- A. PaveConnect will document and photograph the site, as needed, to confirm scope of work area.
- B. PaveConnect will evaluate pavement within the scope of work area and provide a recommendation for pavement repairs. (Note: The previous 2018 Pavement Evaluation report, prepared by Gilmore & Associates, Inc., will be utilized as background information).

2. Warwick Township Permitting: ELA will perform the following services:

- A. PaveConnect will submit a Zoning Permit for the proposed work.
- B. A Grading Permit will also be required if the disturbance area exceeds 1000 SF. This will be determined once a final design scope of work is identified. If this becomes necessary, this will be an Additional Service and will be billed on a Time and Material (T&M) basis.

3. Erosion and Sedimentation Control Permitting: PaveConnect will prepare an Erosion and Sediment Control Plan in accordance with PADEP Chapter 102 requirements because the project may disturb more than 5,000 SF of total site area, but less than 1 acre.

- A. It is anticipated that the project will be less than 1 acre of disturbance, so an NPDES permit will not be required. If disturbance exceeds 1 acre, an NPDES permit will be required.
 - 1. If an NPDES Permit is required, this will be an Additional Service and will be billed on a Time and Material (T&M) basis.
 - 2. If an NPDES Permit is required, the project will need to be reviewed with Owner, since it will not align with current project schedule.

B. Erosion and Sediment Control Permitting includes the following:

- 1. Contact the Bucks County Conservation District (BCCD) to establish acceptability of design, coordinate required submission components, and review all other required compliance components.
 - a. Since the proposed disturbance area is anticipated to exceed 1,000 SF, an E&S application will be required to be submitted to BCCD for review and approval.
 - b. It should be noted that the disturbance area for this proposed work may be considered inclusive with the disturbance area of the North Plaza Renovations, which would put some limitations on the scope of this project. This is pending confirmation from the BCCD.
- 2. Prepare the Erosion and Sediment Control Plan for the project site in accordance with DEP Chapter 102 regulations and the DEP Erosion and Sediment Pollution Control Manual.
- 3. Prepare the project narrative and supporting calculations, drainage area maps, standard worksheets, details, and other information as required to support the Erosion and Sediment Control Plan, if required.

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4. Prepare the required BCCD Application and submit with the required number of plans, reports, and supporting documentation to the BCCD for technical review, if required.

5. If the BCCD should make the formal determination that submission to the Department of Environmental Protection (DEP) is required for the Erosion and Sediment Control Permitting, the coordination associated with this, including meetings, potential design changes, additional documentation, and the like, will be considered an Additional Service. The involvement of DEP, for Erosion and Sediment Control Permit approval, increases the overall review period, technical requirements, and design elements of the project.

6. During the review process, revise the plans, calculations, and supporting documentation when required to address technical review comments. If required, attend one meeting with the BCCD to review the plan comments and discuss possible resolutions.

7. Coordinate with the Bucks County Conservation District and the Owner during the review process.

4. Construction Documents: PaveConnect will perform the following services:

A. Prepare a basic scope of work plan from Google earth, past design drawings, or an equivalent alternate.
B. Attend one (1) meeting with the Project Team during the Construction Document Phase to review progress, provide scheduling updates, and address coordination issues.

C. Prepare Opinion of Probable Cost for anticipated construction cost.

D. Prepare front-end and technical specifications for the project utilizing EJCDC format.

5. Bidding/Construction Administration: PaveConnect will perform the following services:

A. Bid Phase: During the Bid Phase, ELA will assist the PaveConnect/Owner in bidding the project through providing the following services:

1. Attend Pre-Bid meeting and answer questions, if required.

2. Prepare and issue Addenda and Bulletins when required.

3. Respond to Contractor Requests for Information (RFI) in standard EJCDC format and incorporate these items into Addenda when required.

4. Attend bid opening, if requested by PaveConnect/Owner.

5. Review project bids and provide written recommendation regarding award, as required.

6. Attend a meeting with the Project Team to review the bids and recommendation for award, if required.

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B. Construction Administration: During the Construction Phase, ELA will assist PaveConnect/Owner in administration of the construction contract through providing the following services:

1. Attend the pre-construction meeting with the selected contractor(s) following award of the contract and prior to proceeding with the work, as required.
2. Review shop drawing submittals for the site work and for all items required by the project specifications.
3. Review meeting minutes and job correspondence as prepared by others and as required.
4. Attend project progress meetings at times when key site work construction is occurring or as requested by the PaveConnect/Owner. Attend two (2) project progress meetings or a total of eight (8) hours of meetings. Meetings beyond this will be billed as an Additional Service.
5. Perform periodic review of the site work at intervals appropriate to the progress of the work or as requested by PaveConnect/Owner and provide written Construction Observation Reports to the Project Team. A total of sixteen (16) hours is allocated for the observations as part of this PSA. Time above and beyond sixteen (16) hours will be billed as an Additional Service.
6. Review payment requests and provide recommendations to the Project Team, as required.
7. Respond to Contractor's RFI's related to the site work to clarify the work or intent of the design, including preparation of supplemental drawings and sketches. This service does not include design and preparation of sketches or plans for changes to the work requested by the Project Team, PaveConnect/Owner, regulatory agencies or other consultants, as this would be an Additional Service.
8. Review Change Order Proposals, distribute Change Order Proposals to appropriate consultants for review, and provide written recommendation to the Project Team regarding the Change Order.
9. Perform punch-list inspection to determine Substantial Completion and issue list/report.
10. If required, perform a second Substantial Completion inspection prior to recommendation for release of final payment to verify punch-list items have been completed. This will be an Additional Service and be billed on a Time and Material (T&M) basis.
11. Review Contractor's as-built drawings for the site work, if required.
12. Review Contractor's final payment request.

Additional Services:

The following services or other unanticipated services may become required. These will be performed when authorized in writing and an agreed upon fee adjustment has been approved by PaveConnect/Owner.

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1. Any specific service noted in the above Scope of Basic Services as being considered an Additional Service.
2. Any service that is not specifically listed under Scope of Basic Services above.
3. Any work related to changes to the plan drawings or specifications resulting from changes to the site program.
4. Any work related to off-site improvements (out of original scope of work area).
5. Geotechnical investigation, testing and report for storm water infiltration design.
6. Topographic Survey work and base mapping.
7. Any hydrogeologic studies, geotechnical or other subsurface investigations (including private sewage disposal system and private wells).
8. Geotechnical investigation and services related to unsuitable soils or subgrades.
9. Confirmation of existing utilities, including televising of utility lines, field excavation, restoration and surveying of underground utilities to determine actual depth and alignment as related to "uncharted" utilities such as gas, water, force mains, electric, cable, phone and similar utilities not having visual surface identification.
10. Township, or other review agencies having jurisdiction, submissions and permitting beyond those identified in the Scope of basic Services.
11. Demolition permitting, underground storage tank removal permitting or other environmental permitting.
12. Phase I/all appropriate inquiries or Phase II Environmental Impact Studies or Assessments.
13. Preparation of legal descriptions or drawing exhibits to accompany legal agreements.
14. Site identification signage design or details.
15. Preparation of Record Drawings, As-Built Surveys and related computations and certifications.
16. Preparation and submission of Pennsylvania Historic and Museum Commission (PHMC) and Pennsylvania Natural Diversity Inventory (PNDI) to determine if the site has historic, cultural, archeological, endangered species or habitat significance.

Specific Services Excluded:

The Scope of Basic Services and related costs described in this Professional Services Agreement do not include the following:

1. Improvement guarantee, operation and maintenance agreements, and legal agreements. These are to be provided by the Owner's legal counsel.

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2. Review, application, inspection, and recording fees as may be incurred by review agencies. These are to be provided by the Owner.

3. Reimbursable expenses. We encourage you to budget approximately 8% of our fee estimate to these costs.

Schedule:

Once the PSA is approved and executed, PaveConnect will proceed immediately with the Scope of Basic Services. Awarding of the Bid is anticipated to occur as soon as all approvals/permits are obtained from the appropriate governing agencies. If possible, work is anticipated to occur during the Summer 2022 while school is out of session.

Compensation:

Professional Services will be provided as outlined in this Agreement in accordance with the PaveConnect Terms and Conditions for Consulting, Design and Construction Phase, a copy of which is attached and included as part of this Professional Services Agreement. Based on our understanding of the work involved and our understanding of the project, we estimate our fees to be a total of:

- \$16,200.00 for the Scope of Basic Services.

All invoices will be rendered every four (4) weeks using our standard hourly rates for the professional staff that performed the work, including expenses, reimbursable expenses, and subconsulting fees incurred during period. A copy of our current applicable rate schedule is enclosed. The rate schedule may be altered at the end of each calendar year to reflect our cost of doing business in the coming year.

If it appears during the completion of the services that the total cost may exceed this estimate, we will notify the PaveConnect in writing prior to the cost exceeding the above estimate and indicate the reasons for the increase. No work will be performed beyond the estimate without PaveConnect approval. Any services performed in addition to those mentioned in the Scope of Basic Services will be billed as an Additional Service and will be delineated as such on the applicable invoice.

CORPORATE OFFICE:
44 Grant 65
Sheridan, AR 72150



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Authorization

In order to authorize the work outlined in this Professional Services Agreement and in accordance with the attached Terms and Conditions, please sign the authorization statement below and return one signed copy to our office.

Again, PaveConnect is pleased to have the opportunity of submitting this Professional Services Agreement. Should you have any questions, please email kris.costas@roofconnect.com.

PaveConnect is authorized to proceed with the Scope of Basic Services as outlined in this Professional Services Agreement.

By: _____

Date: _____

CORPORATE OFFICE:
44 Grant 65
Sheridan, AR 72150



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Drive Lanes B, D, and Parking Lot East
Pavement Restoration & Repairs

PAVECONNECT
TERMS AND CONDITIONS
FOR CONSULTING, DESIGN AND CONSTRUCTION PHASE

1. GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS: The Terms and Conditions set forth herein are incorporated by reference in the Proposal for the performance of services described as the "Project" in the Proposal.

1.2 AGREEMENT: The Agreement between PaveConnect and the CLIENT ("the Agreement") consists solely of these Terms and Conditions and the Proposal to which they are attached. In the event that PaveConnect and the CLIENT have not executed the Agreement, the CLIENT's authorization to PaveConnect to proceed with the performance of the services set forth in the Proposal shall constitute acceptance of these Terms and Conditions.

Specific terms set forth in the Proposal shall take precedence over these Terms and Conditions to the extent they are inconsistent or contradictory.

1.3 STANDARD OF CARE: PaveConnect shall endeavor to perform the services under this Agreement with the care and skill ordinarily used by members of PaveConnect's profession practicing under similar conditions at the same time and in the same locality.

Estimates of cost, approvals, recommendations, opinions and decisions by PaveConnect are made on the basis of PaveConnect's experience, qualifications and professional judgment. PaveConnect makes no other warranty or guarantee, express or implied.

1.4 TIMING OF PROPOSAL: PaveConnect agrees that the Agreement shall remain open and may be accepted by the CLIENT for thirty (30) days from the date of the Agreement. Acceptance of the Agreement after the end of the 30-day period shall be valid only if PaveConnect elects, in writing, to reaffirm the Agreement and waives its right to reevaluate and resubmit the Agreement.

1.5 SUBCONSULTANTS: PaveConnect has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required.

1.6 OTHER WORK: If the CLIENT requests PAVECONNECT to provide engineering services on other projects before a written agreement is consummated for the other project, the terms and conditions of this Agreement shall apply there to.

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2. CLIENT COOPERATION

2.1 INFORMATION: The CLIENT shall cooperate with PAVECONNECT at all times to enable PAVECONNECT to complete the Project. The CLIENT shall provide PAVECONNECT with all information pertinent to the project reasonably requested by PAVECONNECT to enable it to complete the Project.

2.2 ACCESS: CLIENT shall provide access to the site of the Project at all reasonable times to enable PAVECONNECT to complete the Project at no cost to PAVECONNECT.

2.3 HAZARDOUS SUBSTANCES: The CLIENT represents and warrants to PAVECONNECT that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify PAVECONNECT of any notices concerning such matters. The CLIENT agrees to hold harmless, indemnify and defend PAVECONNECT from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, to the extent permitted by law.

2.4 SAFETY RESPONSIBILITY: PAVECONNECT is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for PAVECONNECT's own employees.

3. USE OF PAVECONNECT'S DOCUMENTS

3.1 USE OF DOCUMENTS: All documents, including drawings and specifications, prepared by PAVECONNECT pursuant to this Agreement, are instruments of PAVECONNECT's service for use solely with respect to this Project. They are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse without written verification or adaptation by PAVECONNECT for the specific purpose intended is at the CLIENT's sole risk and will not impose liability upon PAVECONNECT.

3.2 COPYRIGHT: PAVECONNECT shall be deemed the author of the documents prepared for this Project and shall retain all common law, statutory and other reserved rights, including the copyright. Notwithstanding the foregoing, upon CLIENT'S payment in full of all invoices rendered by PAVECONNECT, plans and surveys prepared for this Project shall be the property of CLIENT, but shall be used by CLIENT solely in connection with this Project. If plans are used for completion of or for additions to this Project by others without PAVECONNECT'S involvement: (1) any seal of PAVECONNECT'S architects or engineers shall be removed from the plans or a statement placed on such documents that PAVECONNECT is not involved; and (2) CLIENT shall engage another engineer or architect as applicable to review the plans and take full responsibility for suitability for use. The ownership rights of CLIENT shall not under any circumstances preclude PAVECONNECT'S use of designs or components of the documents for other purposes or projects.

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4. LIMITATION OF LIABILITY/INDEMNIFICATION

4.1 INDEMNIFICATION: The CLIENT shall indemnify and hold harmless PAVECONNECT, its officers, directors, shareholders, or agents, employees, consultants and subcontractors from and against any and all liabilities, damages, or expenses in connection with (1) any personal injury or property damage arising out of any negligent acts or omissions by the CLIENT, its officers, directors, agents, employees and contractors, or (2) the CLIENT's breach of this agreement. The CLIENT further agrees to indemnify and hold harmless PAVECONNECT for any and all fees and expenses incurred in enforcing or defending PAVECONNECT's right under this Agreement or the performance of its duties under this Agreement. PAVECONNECT may settle any claim for which it has a right of indemnification against CLIENT without CLIENT's consent. PAVECONNECT shall not be required to prove its liability or the reasonableness of the settlement to obtain indemnification from the CLIENT.

4.2 LIMITATION OF LIABILITY: PAVECONNECT shall not be liable to CLIENT unless CLIENT establishes PAVECONNECT breached the Agreement by failing to render services in accordance with the applicable professional standard of care. CLIENT hereby waives its right to pursue any other cause of action of any nature whatsoever against PAVECONNECT including, but not limited to, negligence, strict liability, and breach of warranty. Notwithstanding anything to the contrary, under no circumstances shall PAVECONNECT be liable to CLIENT for consequential, incidental, special, or punitive damages. To the fullest extent permitted by law, PAVECONNECT's total liability to CLIENT shall not exceed the greater of the total compensation received by PAVECONNECT under this Agreement, or the amount of any deductible plus the amount PAVECONNECT's insurers pay in settlement or satisfaction of CLIENT'S claims under PAVECONNECT's professional insurance policy, subject to all limits and conditions of such insurance. PAVECONNECT shall not be obligated to challenge an insurer's determination as to whether or not to provide coverage to PAVECONNECT in any given situation or as to the amount of coverage it will provide to PAVECONNECT in any given situation.

4.3 INSURANCE: PAVECONNECT presently carries professional liability insurance coverage with an annual aggregate limit of liability of \$4,000,000. Certificates of insurance or copies of policies will be provided upon request. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits.

4.4 CLIENT/MANUFACTURER SUPPLIED DESIGNS: In the event that the Project requires the furnishing and supplying of design services for such products as pre-manufactured buildings, tanks, special structures and systems, etc, the CLIENT shall not hold PAVECONNECT responsible for any design which is furnished by others.

5. PAYMENT/INVOICES

5.1 PAYMENTS: PAVECONNECT will submit invoices to the CLIENT every four weeks as the work proceeds. Payment is due and payable in full on receipt of an invoice by the CLIENT without retainage and is not contingent upon receipt of funds from third parties. The CLIENT recognizes that prompt payment of invoices is an essential aspect of overall consideration for this Agreement. The CLIENT agrees to pay all charges not in dispute within 30 days of the invoice date. If payment in full is not made within

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30 days of the invoice date, PAVECONNECT reserves the right to pursue all remedies, including withdrawing certifications, withholding the submission (to CLIENT or third-party municipality or agency) and/or recording of plans or other documents, stopping work on seven (7) days' prior written notice, and retaining all documents without recourse. The CLIENT agrees to pay a service charge of 1-1/2% per billing period on any amount outstanding over 30 days.

In the event CLIENT breaches its obligation to pay amounts invoiced by or otherwise due PAVECONNECT under the Agreement and PAVECONNECT obtains a judgment for any such amount, interest shall accrue on the total amount of the judgment at the rate of 1 1/2 % per month notwithstanding the fact that such interest rate may exceed the legal rate of post-judgment interest.

The CLIENT further agrees to reimburse PAVECONNECT for all expenses PAVECONNECT incurs in the collection process or to enforce payment under this Agreement, including, but not limited to, court costs, arbitrators' and attorneys' fees and other claim related expenses.

Timely payments of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this Agreement and cause for termination of the Agreement if PAVECONNECT so chooses.

5.2 DISPUTED CHARGES: Any charges the CLIENT disputes must be brought to PAVECONNECT's attention within 30 days of receipt of the invoice. The CLIENT and PAVECONNECT shall work together in good faith to resolve any disputed charges. If the CLIENT and PAVECONNECT are unable to resolve their differences within 30 days, PAVECONNECT shall have the right to suspend or terminate service. PAVECONNECT has the right to suspend service if undisputed charges are not paid within 45 days of the invoice date.

5.3 INVOICES: All invoicing will be substantiated by PAVECONNECT cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work. Any increase in PAVECONNECT's cost resulting from state or federal legislation shall be reimbursed by the CLIENT.

If CLIENT asks PAVECONNECT to issue invoices or bills to any entity or individual other than CLIENT, such invoicing or billing shall not in any way relieve CLIENT of its liability under the Agreement to pay such invoices or bills or any other obligation and such invoicing or billing shall not in any way interfere with or prejudice PAVECONNECT's right to pursue CLIENT for the breach of any such obligation.

5.4 CREDIT: The CLIENT shall provide credit references and shall authorize PAVECONNECT to conduct credit checks at PAVECONNECT's request. PAVECONNECT shall not be bound by this Agreement unless and until PAVECONNECT approves in writing the CLIENT's credit history. The CLIENT's inability to provide credit references and/or a credit history acceptable to PAVECONNECT constitutes a substantial failure to perform under this Agreement.

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6. TERMINATION

6.1 TERMINATION: This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no part of the party initiating the termination. The CLIENT agrees to be liable and pay PAVECONNECT for all labor done, work performed, materials furnished, and all expenses incurred for all work and additional work up to and including the day work is terminated.

6.2 DEFAULT: In addition to its other remedies, PAVECONNECT reserves the right to withhold submission (to the CLIENT or any third-party municipality or agency) of any plans or other documents and withhold performance of any other term of this Agreement upon default by the CLIENT of any of the CLIENT's obligations under this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 ARBITRATION: Any and all disputes of any nature whatsoever between PAVECONNECT and CLIENT shall be submitted to binding arbitration at PAVECONNECT's sole election in accordance with this paragraph. To initiate arbitration under this paragraph, PAVECONNECT shall send written notice to CLIENT specifying the dispute that will be submitted to arbitration. Any arbitration under this paragraph shall be conducted by a single arbitrator selected using the arbitrator selection process offered by the American Arbitration Association. The arbitrator so selected shall be licensed to practice law in Pennsylvania and shall have substantial experience arbitrating commercial disputes. Any arbitrator selected to resolve a dispute between PAVECONNECT and CLIENT shall have authority to: (a) decide the dispute in accordance with rules promulgated by the American Arbitration Association that the arbitrator determines are most appropriate based on the facts and circumstances; and (b) allocate the costs of arbitration among the parties as he or she deems appropriate. Each dispute submitted to arbitration under the Agreement shall be subject to the respective statute or statutes of limitations that would otherwise have applied had the dispute been brought in a court of law, all limitations of liability set forth in the Agreement, and Pennsylvania law. A judgment of any court having jurisdiction may be entered upon any arbitration award.

7.2 VENUE: If a dispute between PAVECONNECT and CLIENT is submitted to arbitration, the arbitration shall be conducted at a location in Lancaster, Pennsylvania selected by the arbitrator. If, however, a dispute between PAVECONNECT and CLIENT is submitted to the judicial process including, but in no way limited to, a dispute over an arbitrator's jurisdiction, such dispute shall be submitted to the Bucks County Court of Common Pleas in Lancaster, Pennsylvania.

7.3 CONTROLLING LAW: The Agreement is governed by the laws of the Commonwealth of Pennsylvania.

7.4 ASSIGNS: To the extent permitted by law, this Agreement cannot be assigned or transferred by either party without the prior written consent of both parties.

7.5 THIRD PARTY BENEFICIARIES: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to any third party.

7.6 MODIFICATION: This Agreement may be amended only by written instrument signed by both parties.

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7.7 ENTIRE AGREEMENT: These Terms and Conditions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the Project.

8.CONSTRUCTION PHASE SERVICES

8.1 GENERAL: If the proposal to which these Terms and Conditions are attached specifically includes Construction Phase services, the following provisions shall apply to those services, in addition to the provisions set forth in Articles 1-7 above.

8.2 VISITS TO THE SITE: In connection with observation of the work of Contractor(s) while it is progress, PAVECONNECT shall visit the site at intervals PAVECONNECT deems appropriate for the various stages of the Project in order to observe the progress and quality of the Contractor(s)' work. Such visits and observations by PAVECONNECT are not intended to be exhaustive or to extend to every aspect of the work in progress; instead, the visits and observations are intended to enable PAVECONNECT to determine if, in PAVECONNECT's professional judgment, the work is proceeding in accordance with the Agreement. PAVECONNECT will keep the CLIENT informed of how work is progressing.

8.3 RESIDENT PROJECT REPRESENTATIVE: If recommended by PAVECONNECT and approved by the CLIENT, PAVECONNECT shall provide the services of a Resident Project Representative to provide day-to-day observation of the work. The Resident Project Representative (and any assistants) shall be PAVECONNECT's agent or employee and under PAVECONNECT's supervision. The specific duties and responsibilities of the Resident Project Representative shall be set forth in detail in Exhibit A, "Duties and Responsibilities of Resident Project Representative."

8.4 PURPOSE: The purpose of PAVECONNECT's visits to the site and/or representation by a Resident Project Representative will be to enable PAVECONNECT to better carry out the duties and responsibilities assigned to and undertaken by PAVECONNECT during the Construction Phase, and, in addition, to provide the CLIENT with a greater degree of confidence that the Contractor(s)' work will be performed in accordance with the Agreement. However, PAVECONNECT shall not, during such visits or observation, supervise, direct or have control over Contractor(s)' work, nor shall PAVECONNECT have the authority over or responsibility for the means, methods, techniques, or procedures of construction selected by Contractor(s), for safety precautions or programs used by Contractor(s), or for Contractor(s)' failure to comply with the laws, rules, regulations, codes or orders applicable to Contractor(s)' work. PAVECONNECT therefore cannot and does not guarantee the quality or performance of the Contractor(s)' work or assume responsibility for any acts or omissions of the Contractor(s) in the performance of the work.

8.5 DEFECTIVE WORK: During its visits to the site and based on its observation of the work, PAVECONNECT may disapprove or reject Contractor(s)' work while it is in progress if PAVECONNECT believes the work will not produce a finished product consistent with the Agreement or that it will damage the integrity of the design concept of the Project.

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8.6 INTERPRETATION OF DOCUMENTS: PAVECONNECT shall issue necessary interpretations and clarifications of Project documents. PAVECONNECT shall prepare work change directives and change orders as required.

8.7 SHOP DRAWINGS: PAVECONNECT shall review and take appropriate action with respect to shop drawings, samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the Agreement.

8.8 SUBSTITUTES: PAVECONNECT shall evaluate and determine the acceptability of substitute materials or equipment of Contractor(s).

8.9 INSPECTIONS AND TESTS: PAVECONNECT shall be authorized to require special inspection or testing of the work, to enable PAVECONNECT to determine generally that the work complies with the requirements of, and the results certified demonstrate compliance with, the Agreement.

8.10 APPLICATION FOR PAYMENT TO CONTRACTOR(S): Upon review of Contractor(s)' applications for payment, PAVECONNECT shall determine the amount owing to Contractor(s) based on PAVECONNECT's on-site observation of the Project (and on information provided by the Resident Project Representative, where applicable). PAVECONNECT shall then recommend in writing payment of that amount to Contractor(s). This recommendation shall constitute representation to the CLIENT that based on its observation of the Project, the work has progressed to the point indicated, and that to the best of PAVECONNECT's knowledge, information and belief at that time, the quality of the work is consistent with the Agreement. By recommending payment, PAVECONNECT does not represent that it has made exhaustive, detailed or continuous reviews of the Project. Such recommendation does not impose on PAVECONNECT responsibility to ascertain how or in what manner any Contractor has used the moneys paid or to determine that title to any work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interests or encumbrances. Such recommendation also does not mean that there may not be other matters at issue between the CLIENT and Contractor(s) that might affect the amount to be paid.

8.11 CONTRACTOR(S)' DOCUMENTS: PAVECONNECT shall receive and review all documents to be assembled by Contractor(s) under the Agreement. Such review will only be to determine that their content complies with the requirements of the Agreement. PAVECONNECT shall transmit these documents to the CLIENT with written comments, where appropriate.

8.12 FINAL PAYMENT: PAVECONNECT shall conduct an inspection to determine if the work is substantially complete. PAVECONNECT shall also conduct a final inspection to determine if the completed work is acceptable. If upon final inspection the work is acceptable, PAVECONNECT may recommend final payment to Contractor(s) and may give written notice to the CLIENT that the work is acceptable (subject to any conditions expressed therein).

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**HOURLY BILLING RATE SCHEDULE
FOR 2022 CONSULTING SERVICES**

STAFF TYPE	HOURLY BILLING RATE
PAVECONNECT- ENGINEERS AND LANDSCAPE ARCHITECTS	
President	\$ 198.00
Division Director/Principal/Vice President	\$ 153.00 - \$ 238.00
Senior Project Manager/Engineer	\$ 142.00 - \$ 181.00
Project Manager	\$ 125.00 - \$ 153.00
Project Engineer/Landscape Architect Designer	\$ 85.00 - \$ 153.00
CAD Manager	\$ 130.00
Senior CAD Designer	\$ 113.00 - \$ 136.00
CAD Designer	\$ 102.00 - \$ 113.00
GIS	\$ 153.00
Administration	\$ 68.00 - \$ 96.00

REIMBURSABLE EXPENSES

Reimbursable expenses are at cost including, but not limited to the following:

- o Mileage
- o Travel Expenses, including meals
- o Prints
- o Copies
- o Postage
- o Outside Consultants
- o Testing Services
- o Equipment Rental
- o Traffic Counter Rental
- o Application/Recording Fees
- o Permit and/or Other Fees
- o Other Project Related Expenses

PAVECONNECT adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective December 18, 2021, through December 16, 2022. For projects in progress that extend past the dates of the fee schedule attached to executed contracts, rates will be adjusted on the invoices and may adjust the amount of the project contracted fee.



July 18, 2022

Professional Services Agreement No. 1

Professional Services – Engineering, Design & Construction Services

Middle Bucks Area Vocational Technical School Authority

Jamison, Bucks County, PA

Proposal No.: PLO3-1471 South Plaza Renovations

On behalf of PAVECONNECT, we are pleased to submit this Professional Services Agreement (PSA) for the South Plaza Renovations. We are excited to be part of the design team for the proposed Middle Bucks Area Vocational Technical School Authority (MBIT) at 2740 York Road, Jamison, PA18929. PAVECONNECT encourages a highly participatory design process aimed at efficient, responsible, and informed design/decision-making, ensuring close communications with the design team. PAVECONNECT's team includes landscape architects, civil engineers, and traffic engineers, who work closely with each other to ensure an efficient, thorough and successful project.

Pursuant to the Request for Proposals (RFP), PAVECONNECT proposes to provide the following professional services for the above-referenced project as identified in the Scope of Basic Services below.

Project Understanding:

In preparation of this PSA, we have taken the following matters into consideration:

- Previous discussions with MBIT personnel and PAVECONNECT to the site design and objective.
- Field view to observe the existing site conditions.
- PAVECONNECT will engineer and design the redesigned south plaza area, including layout and grading, ADA accessibility (routes), landscaping, concrete walkways, details, etc.
- PAVECONNECT will prepare specifications and construction drawings for the project.
- PAVECONNECT will provide construction administration services to facilitating contractor bids, selection of contractor(s), project management, etc.



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- Based upon the project understanding, we do not anticipate any utility work (i.e. water, sanitary sewer, etc.). It is anticipated that there may be some modifications to existing stormwater system(s).
- It is assumed that the site is serviced by public water and sanitary sewer. Per the project scope, it is not anticipated that any work will be required PaveConnect to public water or sanitary sewer.
- PAVECONNECT is highly experienced with zoning, land development planning, stormwater design/calculations and erosion and sedimentation control design/calculations. PAVECONNECT has experience with dealing with municipal engineering staff and personnel from previous projects of similar nature.

Based upon the foregoing information, our PSA has been prepared to include two (2) service categories for the work of PAVECONNECT. These service categories include Basic Services and Additional Services. First, Basic Services are those required based on our experience and knowledge of your project. Second, Additional Services are an outline of services specifically excluded, but which can be performed when requested. We have also provided a list of Services Specifically Excluded, services that must be provided by others.

The Scope of Basic Services outlined below is based on our team's prior experience with similar design and construction projects within various municipalities, experience with the various review agencies, as well as experience with planning/design and processing of other projects of similar scope and nature.

Scope of Basic Services:

1. **Site Survey:** PAVECONNECT will perform the following services:
 - A. Coordinate and obtain Professional Services Agreement from surveyor for a topographic survey of the South Plaza Renovation area, which will serve as the base drawing upon which all construction drawings will be developed.
 - B. The new survey will provide detailed information for the South Plaza Renovation area as follows:
 1. Prepare topographic survey including all features, elevations, buildings, parking/drives, utilities, overhead utilities, vegetation, roadways and the like. The survey will provide spot grade elevations for all physical features included on the survey.
 2. Utilities, including poles and overhead utilities will also be included on the survey. Top of grate or rim elevations, inverts, pipe size and materials will be identified for all utilities.
 - C. Surveyor will provide PAVECONNECT a base drawing with a surface and all the detailed information identified above for utilization for the engineering, design and creation of the Construction Drawings.
2. **Due Diligence/Site Analysis:** PAVECONNECT will perform the following services:
 - A. Meet with the Project Team to review and confirm the design intentions for the project. (Note that this was already discussed at previous field view site meeting).



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- B. PAVECONNECT will photograph the site with particular attention to the areas immediately surrounding the site, existing utilities, overhead utilities, and the like.
 - C. Evaluate existing drainage patterns within the project area.
 - D. Evaluate existing pedestrian patterns within the project area.
 - E. Review the Warwick Township Ordinances. Contact Warwick Township to review procedure and ask for any pertinent information on or PaveConnect to the subject site.
 - F. Determine the review/approval requirements of all regulatory agencies, including Warwick Township, County Conservation District, etc.
3. **Conceptual Design:** PAVECONNECT will perform the following services:
- A. Meet with the Project Team to discuss the site program/design including:
 - 1) Plaza layout.
 - 2) Pedestrian circulation within the plaza (and surrounding) area, including American Disabilities Act (ADA) access points.
 - 3) Lighting requirements and (existing/proposed) locations within the site. Photometric lighting design is not included in the Scope of Basic Services.
 It is anticipated that, at the conclusion of this meeting, a preferred Concept Plan (or combinations of several) will be identified.
 - B. Prepare a base drawing utilizing the site survey information provided by the surveyor.
 - C. Prepare a Conceptual Layout and Site Grading Plan for the site including proposed contours, spot grades, storm drainage, and locations of connections of these facilities to the existing utilities at the site, as necessary.
 - D. PAVECONNECT recommends the coordination of informal meetings/discussions with Warwick Township to determine the most time-efficient approach to obtaining project approvals. As soon as the site design is determined, PAVECONNECT will coordinate a meeting with Warwick Township Zoning, Building Inspection, Engineering, and/or Staff and the Project Team, as necessary.
 - E. Confirm the review/approval requirements of all regulatory agencies, including Warwick Township, County Conservation District, etc.
 - F. Coordinate with the Project Team on potential Value Engineering items as the Conceptual Design is developed.



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G. Meet with the Project Team to review the findings of all above items to finalize the Conceptual Design.

4. **Zoning Permit Application:** PAVECONNECT will perform the following services:

A. Based on the preliminary investigation (and previous correspondence) with Warwick Township, it is anticipated that a zoning permit application will be required.

- 1) Proposed Plaza Redesign
 - a) Two copies of site plan, including impervious coverage calculations (existing/decreased square footages).
 - b) A \$50 permit application deposit (provided by Owner).

5. **Building Permit Application:** PAVECONNECT will perform the following services:

A. Based on the preliminary investigation (and previous correspondence) with Warwick Township, it is anticipated that a building permit application will be required.

- 1) Proposed Plaza Redesign
 - a) Two copies of the project specifications.
 - b) A \$50 permit application deposit (provided by Owner).

6. **Gardening, Earth Disturbance and Drainage Permit Application:** PAVECONNECT will perform the following services:

A. Based on the preliminary investigation (and previous correspondence) with Warwick Township, it is anticipated that a building permit application will be required.

- 1) Proposed Plaza Redesign
 - a) Two copies of the project specifications.
 - b) A \$50 permit application deposit (provided by Owner).

7. **Subdivision and Land Development Planning:**

A. Based upon preliminary investigation (and previous correspondence) with Warwick Township, it is anticipated that Subdivision and Land Planning will not be required.

- 1) If Subdivisional and Land Development Planning is required, this will be an Additional Service and will be billed on a Time and Material (T&M) basis.

8. **Erosion and Sedimentation Control Permitting:** PAVECONNECT will prepare an Erosion and Sediment Control Plan in accordance with PADEP Chapter 102 requirements because the project will disturb more than 5,000 SF of total site area, but less than 1 acre.

A. It is anticipated that the project will be less than 1 acre of disturbance, so an NPDES permit will not be required. If disturbance exceeds 1 acre, an NPDES permit will be required.



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1) If an NPDES Permit is required, this will be an Additional Service and will be billed on a Time and Material (T&M) basis.

B. Erosion and Sediment Control Permitting includes the following:

- 1) Attend a pre-application meeting with the County Conservation District, if deemed necessary, in order to establish acceptability of design, coordinate required submission components, and review all other required compliance components.
- 2) Prepare the Erosion and Sediment Control Plan for the project site in accordance with DEP Chapter 102 regulations and the DEP Erosion and Sediment Pollution Control Manual.
- 3) Prepare the project narrative and supporting calculations, drainage area maps, standard worksheets, details, and other information as required to support the Erosion and Sediment Control Plan.
- 4) Prepare the required Conservation District Application and submit with the required number of plans, reports, and supporting documentation to the County Conservation District for technical review, if required.
- 5) If the County Conservation District should make the formal determination that submission to the Department of Environmental Protection (DEP) is required for the Erosion and Sediment Control Permitting, the coordination associated with this, including meetings, potential design changes, additional documentation, and the like, will be considered an Additional Service. The involvement of DEP, for Erosion and Sediment Control Permit approval, increases the overall review period, technical requirements, and design elements of the project.
- 6) During the review process, revise the plans, calculations, and supporting documentation when required to address technical review comments. If required, attend one meeting with the Conservation District to review the plan comments and discuss possible resolutions.
- 7) Coordinate with the Conservation District and the Owner during the review process.

9. **Storm Water Management:** Based upon previous project correspondence with Warwick Township, it is not anticipated that a formal Stormwater Management Plan submission will be required. It is anticipated that stormwater calculations identifying an existing decrease in impervious coverage will be required as part of the Township permitting process. If a Stormwater Management Plan is required, this will be an Additional Service and will be billed on a Time and Material (T&M) basis.

10. **Construction Documents:** PAVECONNECT will perform the following services:



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- A. All drawings will be prepared on PAVECONNECT title sheets and standard sheet format. Drawing setup, line types, line colors and other drawing set-up requirements will be based on PAVECONNECT CAD Drawing Standards. Site Drawings will be sealed, as necessary for approvals, by the appropriate licensed professional at PAVECONNECT.
 - B. It is PAVECONNECT's understanding that there will be one (1) set of construction documents. If multiple prime contracts are planned to be awarded, the same construction documents will be used for all bids.
 - C. Attend one (1) meeting with the Project Team during the Construction Document Phase to review progress, provide scheduling updates, and address coordination issues.
 - D. Prepare bidding documents and technical specifications utilizing EJDC format.
 - E. Where required, designate on the plans or prepare additional plans/details for Bid Alternates as required to provide flexibility to the Project Team in award of the Construction Contract.
 - F. Address MBIT Solicitor review comments.
 - G. Prepare Opinion of Probable Cost for anticipated construction cost.
11. **Bidding/Construction Administration:** PAVECONNECT will perform the following services:
- A. **Bid Phase:** During the Bid Phase, PAVECONNECT will assist in bidding the project through providing the following services:
 - 1) Attend Pre-Bid meeting and answer questions, if required.
 - 2) Prepare and issue Addenda and Bulletins when required.
 - 3) Respond to Contractor Requests for Information (RFI) in standard EJDC format and incorporate these items into Addenda when required.
 - 4) Attend bid opening.
 - 5) Review project bids and provide written recommendation regarding award, as required.
 - 6) Attend a meeting with the Project Team to review the bids and recommendation for award, if required.
 - B. **Construction Administration:** During the Construction Phase, PAVECONNECT will assist Pave Connect/Owner in administration of the construction contract through providing the following services:
 - 1) Attend the pre-construction meeting with the selected contractor(s), Warwick Township, Township Engineer, and County Conservation District following award of the contract and prior to proceeding with the work, as required.



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- 2) Review shop drawing submittals for the site work and for all items required by the project specifications.
- 3) Prepare meeting minutes and job correspondence.
- 4) Attend project progress meetings at times when key site work construction is occurring, or as requested. Attend four (4) project progress meetings or a total of twenty (20) hours of meetings. Meetings beyond this will be billed as an Additional Service.
- 5) Perform periodic review of the site work at intervals appropriate to the progress of the work or as requested by PAVECONNECT/Owner and provide written Construction Observation Reports to the Project Team. A total of forty (40) hours is allocated for the observations as part of this PSA. Time above and beyond forty (40) hours will be billed as an Additional Service.
- 6) Review payment requests and provide recommendations to the Project Team, as required.
- 7) Respond to Contractor's RFI's PAVECONNECT to the site work to clarify the work or intent of the design, including preparation of supplemental drawings and sketches. This service does not include design and preparation of sketches or plans for changes to the work requested by the Design Team, PAVECONNECT/Owner, regulatory agencies or other consultants, as this would be an Additional Service.
- 8) Review Change Order Proposals, distribute Change Order Proposals to appropriate consultants for review, and provide written recommendation to the Project Team regarding the Change Order.
- 9) Perform punch-list inspection to determine Substantial Completion and issue list/report.
- 10) Perform inspection prior to recommendation for release of final payment to verify punch-list items have been completed.
- 11) Review Contractor's as-built drawings for the site work, if required.
- 12) Review Contractor's final payment request.

Additional Services:

The following services or other unanticipated services may become required. These will be performed when authorized in writing and an agreed upon fee adjustment has been approved by PAVECONNECT and Owner.

1. Any specific service noted in the above Scope of Basic Services as being considered an Additional Service.



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2. Any service that is not specifically listed under Scope of Basic Services above.
3. Any work related to changes to the plan drawings resulting from changes to the site program.
4. Any work related to off-site improvements (out of original scope of work area).
5. Geotechnical investigation, testing and report for storm water infiltration design.
6. Coordination of additional Survey work beyond that described in the Scope of Basic Services.
7. Any hydrogeologic studies, geotechnical or other subsurface investigations (including private sewage disposal system and private wells).
8. Structural design and preparation of plans/documents related to site retaining walls or remediation of unsuitable soils or subgrades.
9. Confirmation of existing utilities beyond that provided on the site survey, including televising of utility lines. Field excavation, restoration and surveying of underground utilities to determine actual depth and alignment as related to “uncharted” utilities such as gas, water, force mains, electric, cable, phone and similar utilities not having visual surface identification.
10. Electrical work related to existing modifications or proposed features.
11. Township, or other review agencies having jurisdiction, submissions and permitting beyond those identified in the Scope of basic Services.
12. Demolition permitting, underground storage tank removal permitting or other environmental permitting.
13. Phase I/all appropriate inquiries or Phase II Environmental Impact Studies or Assessments.
14. Preparation of legal descriptions or drawing exhibits to accompany legal agreements.
15. Site identification signage design or details.
16. Preparation of Record Drawings, As-Built Surveys and related computations and certifications.
17. Preparation and submission of Pennsylvania Historic and Museum Commission (PHMC) and Pennsylvania Natural Diversity Inventory (PNDI) to determine if the site has historic, cultural, archeological, endangered species or habitat significance.

Specific Services Excluded:

The Scope of Basic Services and related costs described in this Professional Services Agreement do not include the following:

1. Improvement guarantee, operation and maintenance agreements, and legal agreements. These are to be provided by the Owner’s legal counsel.



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2. Review, application, inspection, and recording fees as may be incurred by review agencies. These are to be provided by the Owner.
3. Reimbursable expenses. We encourage you to budget approximately 8% of our fee estimate to these costs.

Compensation:

Professional Services will be provided as outlined in this Agreement in accordance with the PAVECONNECT Terms and Conditions for Consulting, Design and Construction Phase, a copy of which is attached and included as part of this Professional Services Agreement. Based on our understanding of the work involved and our understanding of the project, we estimate our fees to be a total of **\$44,795.50** for the Scope of Basic Services.

All invoices will be rendered every four (4) weeks using our standard hourly rates for the professional staff that performed the work, including expenses, reimbursable expenses, and subconsulting fees incurred during period. A copy of our current applicable rate schedule is enclosed. The rate schedule may be altered at the end of each calendar year to reflect our cost of doing business in the coming year.

If it appears during the completion of the services that the total cost may exceed this estimate, we will notify PAVECONNECT in writing prior to the cost exceeding the above estimate and indicate the reasons for the increase. No work will be performed beyond the estimate without PAVECONNECT approval. Any services performed in addition to those mentioned in the Scope of Basic Services will be billed as an Additional Service and will be delineated as such on the applicable invoice.

Authorization

In order to authorize the work outlined in this Professional Services Agreement and in accordance with the attached Terms and Conditions, please sign the authorization statement below and return one signed copy to our office.

Again, PAVECONNECT is pleased to have the opportunity of submitting this Professional Services Agreement. Should you have any questions, please call me.

Sincerely



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PAVECONNECT is authorized to proceed with the Scope of Basic Services as outlined in this Professional Services Agreement.

By: _____

Title: _____ **Date:** _____



**PAVECONNECT
TERMS AND CONDITIONS
FOR CONSULTING, DESIGN AND CONSTRUCTION PHASE**

1. GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS: The Terms and Conditions set forth herein are incorporated by reference in the Proposal for the performance of services described as the "Project" in the Proposal.

1.2 AGREEMENT: The Agreement between PAVECONNECT ("PAVECONNECT") and the CLIENT ("the Agreement") consists solely of these Terms and Conditions and the Proposal to which they are attached. In the event that PAVECONNECT and the CLIENT have not executed the Agreement, the CLIENT's authorization to PAVECONNECT to proceed with the performance of the services set forth in the Proposal shall constitute acceptance of these Terms and Conditions.

Specific terms set forth in the Proposal shall take precedence over these Terms and Conditions to the extent they are inconsistent or contradictory.

1.3 STANDARD OF CARE: PAVECONNECT shall endeavor to perform the services under this Agreement with the care and skill ordinarily used by members of PAVECONNECT's profession practicing under similar conditions at the same time and in the same locality.

Estimates of cost, approvals, recommendations, opinions and decisions by PAVECONNECT are made based on PAVECONNECT's experience, qualifications and professional judgment. PAVECONNECT makes no other warranty or guarantee, express or implied.

1.4 TIMING OF PROPOSAL: PAVECONNECT agrees that the Agreement shall remain open and may be accepted by the CLIENT for thirty (30) days from the date of the Agreement. Acceptance of the Agreement after the end of the 30-day period shall be valid only if PAVECONNECT elects, in writing, to reaffirm the Agreement and waives its right to reevaluate and resubmit the Agreement.

1.5 SUBCONSULTANTS: PAVECONNECT has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required.

1.6 OTHER WORK: If the CLIENT requests PAVECONNECT to provide engineering services on other projects before a written agreement is consummated for the other project, the terms and conditions of this Agreement shall apply thereto.

2. CLIENT COOPERATION

2.1 INFORMATION: The CLIENT shall always cooperate with PAVECONNECT to enable PAVECONNECT to complete the Project. The CLIENT shall provide PAVECONNECT with all information pertinent to the project reasonably requested by PAVECONNECT to enable it to complete the Project.



2.2 ACCESS: CLIENT shall provide access to the site of the Project at all reasonable times to enable PAVECONNECT to complete the Project at no cost to PAVECONNECT.

2.3 HAZARDOUS SUBSTANCES: The CLIENT represents and warrants to PAVECONNECT that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify PAVECONNECT of any notices concerning such matters. The CLIENT agrees to hold harmless, indemnify and defend PAVECONNECT from and against all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, to the extent permitted by law.

2.4 SAFETY RESPONSIBILITY: PAVECONNECT is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for PAVECONNECT's own employees.

3. USE OF PAVECONNECT'S DOCUMENTS

3.1 USE OF DOCUMENTS: All documents, including drawings and specifications, prepared by PAVECONNECT pursuant to this Agreement, are instruments of PAVECONNECT's service for use solely with respect to this Project. They are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse without written verification or adaptation by PAVECONNECT for the specific purpose intended is at the CLIENT's sole risk and will not impose liability upon PAVECONNECT.

3.2 COPYRIGHT: PAVECONNECT shall be deemed the author of the documents prepared for this Project and shall retain all common law, statutory and other reserved rights, including the copyright. Notwithstanding the foregoing, upon CLIENT'S payment in full of all invoices rendered by PAVECONNECT, plans and surveys prepared for this Project shall be the property of CLIENT but shall be used by CLIENT solely in connection with this Project. If plans are used for completion of or for additions to this Project by others without PAVECONNECT's involvement: (1) any seal of PAVECONNECT's architects or engineers shall be removed from the plans or a statement placed on such documents that PAVECONNECT is not involved; and (2) CLIENT shall engage another engineer or architect as applicable to review the plans and take full responsibility for suitability for use. The ownership rights of CLIENT shall not under any circumstances preclude PAVECONNECT's use of designs or components of the documents for other purposes or projects.

4. LIMITATION OF LIABILITY/INDEMNIFICATION

4.1 INDEMNIFICATION: The CLIENT shall indemnify and hold harmless PAVECONNECT, its officers, directors, shareholders, or agents, employees, consultants and subcontractors from and against any and all liabilities, damages, or expenses in connection with (1) any personal injury or property damage arising out of any negligent acts or omissions by the CLIENT, its officers, directors, agents, employees and contractors, or (2) the CLIENT's breach of this agreement. The CLIENT further agrees to indemnify and hold harmless PAVECONNECT for any and all fees and



expenses incurred in enforcing or defending PAVECONNECT's right under this Agreement or the performance of its duties under this Agreement.

PAVECONNECT may settle any claim for which it has a right of indemnification against CLIENT without CLIENT's consent. PAVECONNECT shall not be required to prove its liability or the reasonableness of the settlement to obtain indemnification from the CLIENT.

4.2 LIMITATION OF LIABILITY: PAVECONNECT shall not be liable to CLIENT unless CLIENT establishes PAVECONNECT breached the Agreement by failing to render services in accordance with the applicable professional standard of care. CLIENT hereby waives its right to pursue any other cause of action of any nature whatsoever against PAVECONNECT including, but not limited to, negligence, strict liability, and breach of warranty. Notwithstanding anything to the contrary, under no circumstances shall PAVECONNECT be liable to CLIENT for consequential, incidental, special, or punitive damages. To the fullest extent permitted by law, PAVECONNECT's total liability to CLIENT shall not exceed the greater of the total compensation received by PAVECONNECT under this Agreement, or the amount of any deductible plus the amount PAVECONNECT's insurers pay in settlement or satisfaction of CLIENT'S claims under PAVECONNECT's professional insurance policy, subject to all limits and conditions of such insurance. PAVECONNECT shall not be obligated to challenge an insurer's determination as to whether or not to provide coverage to PAVECONNECT in any given situation or as to the amount of coverage it will provide to PAVECONNECT in any given situation.

4.3 INSURANCE: PAVECONNECT presently carries professional liability insurance coverage with an annual aggregate limit of liability of \$4,000,000. Certificates of insurance or copies of policies will be provided upon request. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits.

4.4 CLIENT/MANUFACTURER SUPPLIED DESIGNS: In the event that the Project requires the furnishing and supplying of design services for such products as pre-manufactured buildings, tanks, special structures and systems, etc., the CLIENT shall not hold PAVECONNECT responsible for any design which is furnished by others.

5. PAYMENT/INVOICES

5.1 PAYMENTS: PAVECONNECT will submit invoices to the CLIENT every four weeks as the work proceeds. Payment is due and payable in full on receipt of an invoice by the CLIENT without retainage and is not contingent upon receipt of funds from third parties.

The CLIENT recognizes that prompt payment of invoices is an essential aspect of overall consideration for this Agreement. The CLIENT agrees to pay all charges not in dispute within 30 days of the invoice date. If payment in full is not made within 30 days of the invoice date, PAVECONNECT reserves the right to pursue all remedies, including withdrawing certifications, withholding the submission (to CLIENT or third-party municipality or agency) and/or recording of plans or other documents, stopping work on seven (7) days' prior written notice and retaining all documents without recourse. The CLIENT agrees to pay a service charge of 1-1/2% per billing period on any amount outstanding over 30 days.



In the event CLIENT breaches its obligation to pay amounts invoiced by or otherwise due PAVECONNECT under the Agreement and PAVECONNECT obtains a judgment for any such amount, interest shall accrue on the total amount of the judgment at the rate of 1 1/2% per month notwithstanding the fact that such interest rate may exceed the legal rate of post-judgment interest.

The CLIENT further agrees to reimburse PAVECONNECT for all expenses PAVECONNECT incurs in the collection process or to enforce payment under this Agreement, including, but not limited to, court costs, arbitrators' and attorneys' fees and other claim related expenses.

Timely payments of invoices are a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this Agreement and cause for termination of the Agreement if PAVECONNECT so chooses.

5.2 DISPUTED CHARGES: Any charges the CLIENT disputes must be brought to PAVECONNECT's attention within 30 days of receipt of the invoice. The CLIENT and PAVECONNECT shall work together in good faith to resolve any disputed charges. If the CLIENT and PAVECONNECT are unable to resolve their differences within 30 days, PAVECONNECT shall have the right to suspend or terminate service. PAVECONNECT has the right to suspend service if undisputed charges are not paid within 45 days of the invoice date.

5.3 INVOICES: All invoicing will be substantiated by PAVECONNECT cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work. Any increase in PAVECONNECT's cost resulting from state or federal legislation shall be reimbursed by the CLIENT.

If CLIENT asks PAVECONNECT to issue invoices or bills to any entity or individual other than CLIENT, such invoicing or billing shall not in any way relieve CLIENT of its liability under the Agreement to pay such invoices or bills or any other obligation and such invoicing or billing shall not in any way interfere with or prejudice PAVECONNECT's right to pursue CLIENT for the breach of any such obligation.

5.4 CREDIT: The CLIENT shall provide credit references and shall authorize PAVECONNECT to conduct credit checks at PAVECONNECT's request. PAVECONNECT shall not be bound by this Agreement unless and until PAVECONNECT approves in writing the CLIENT's credit history. The CLIENT's inability to provide credit references and/or a credit history acceptable to PAVECONNECT constitutes a substantial failure to perform under this Agreement.

6. TERMINATION

6.1 TERMINATION: This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no part of the party initiating the termination. The CLIENT agrees to be liable and pay PAVECONNECT for all labor done, work performed, materials furnished, and all expenses incurred for all work and additional work up to and including the day work is terminated.



6.2 DEFAULT: In addition to its other remedies, PAVECONNECT reserves the right to withhold submission (to the CLIENT or any third-party municipality or agency) of any plans or other documents and withhold performance of any other term of this Agreement upon default by the CLIENT of any of the CLIENT's obligations under this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 ARBITRATION: Any and all disputes of any nature whatsoever between PAVECONNECT and CLIENT shall be submitted to binding arbitration at PAVECONNECT's sole election in accordance with this paragraph. To initiate arbitration under this paragraph, PAVECONNECT shall send written notice to CLIENT specifying the dispute that will be submitted to arbitration. Any arbitration under this paragraph shall be conducted by a single arbitrator selected using the arbitrator selection process offered by the American Arbitration Association. The arbitrator so selected shall be licensed to practice law in Pennsylvania and shall have substantial experience arbitrating commercial disputes. Any arbitrator selected to resolve a dispute between PAVECONNECT and CLIENT shall have authority to: (a) decide the dispute in accordance with rules promulgated by the American Arbitration Association that the arbitrator determines are most appropriate based on the facts and circumstances; and (b) allocate the costs of arbitration among the parties as he or she deems appropriate. Each dispute submitted to arbitration under the Agreement shall be subject to the respective statute or statutes of limitations that would otherwise have applied had the dispute been brought in a court of law, all limitations of liability set forth in the Agreement, and Pennsylvania law. A judgment of any court having jurisdiction may be entered upon any arbitration award.

7.2 VENUE: If a dispute between PAVECONNECT and CLIENT is submitted to arbitration, the arbitration shall be conducted at a location in Lancaster, Pennsylvania selected by the arbitrator. If, however, a dispute between PAVECONNECT and CLIENT is submitted to the judicial process including, but in no way limited to, a dispute over an arbitrator's jurisdiction, such dispute shall be submitted to the Bucks County Court of Common Pleas in Doylestown, Pennsylvania.

7.3 CONTROLLING LAW: The Agreement is governed by the laws of the Commonwealth of Pennsylvania.

7.4 ASSIGNS: To the extent permitted by law, this Agreement cannot be assigned or transferred by either party without the prior written consent of both parties.

7.5 THIRD PARTY BENEFICIARIES: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to any third party.

7.6 MODIFICATION: This Agreement may be amended only by written instrument signed by both parties

7.7 ENTIRE AGREEMENT: These Terms and Conditions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the Project.



8. CONSTRUCTION PHASE SERVICES

8.1 GENERAL: If the proposal to which these Terms and Conditions are attached specifically includes Construction Phase services, the following provisions shall apply to those services, in addition to the provisions set forth in Articles 1-7 above.

8.2 VISITS TO THE SITE: In connection with observation of the work of Contractor(s) while it is progress, PAVECONNECT shall visit the site at intervals PAVECONNECT deems appropriate for the various stages of the Project in order to observe the progress and quality of the Contractor(s)' work. Such visits and observations by PAVECONNECT are not intended to be exhaustive or to extend to every aspect of the work in progress; instead, the visits and observations are intended to enable PAVECONNECT to determine if, in PAVECONNECT's professional judgment, the work is proceeding in accordance with the Agreement. PAVECONNECT will keep the CLIENT informed of how work is progressing.

8.3 RESIDENT PROJECT REPRESENTATIVE: If recommended by PAVECONNECT and approved by the CLIENT, PAVECONNECT shall provide the services of a Resident Project Representative to provide day-to-day observation of the work. The Resident Project Representative (and any assistants) shall be PAVECONNECT's agent or employee and under PAVECONNECT's supervision. The specific duties and responsibilities of the Resident Project Representative shall be set forth in detail in Exhibit A, "Duties and Responsibilities of Resident Project Representative."

8.4 PURPOSE: The purpose of PAVECONNECT's visits to the site and/or representation by a Resident Project Representative will be to enable PAVECONNECT to better carry out the duties and responsibilities assigned to and undertaken by PAVECONNECT during the Construction Phase, and, in addition, to provide the CLIENT with a greater degree of confidence that the Contractor(s)'s work will be performed in accordance with the Agreement. However, PAVECONNECT shall not, during such visits or observation, supervise, direct or have control over Contractor(s)' work, nor shall PAVECONNECT have the authority over or responsibility for the means, methods, techniques, or procedures of construction selected by Contractor(s), for safety precautions or programs used by Contractor(s), or for Contractor(s)' failure to comply with the laws, rules, regulations, codes or orders applicable to Contractor(s)' work. PAVECONNECT therefore cannot and does not guarantee the quality or performance of the Contractor(s)' work or assume responsibility for any acts or omissions of the Contractor(s) in the performance of the work.

8.5 DEFECTIVE WORK: During its visits to the site and based on its observation of the work, PAVECONNECT may disapprove or reject Contractor(s)' work while it is in progress if PAVECONNECT believes the work will not produce a finished product consistent with the Agreement or that it will damage the integrity of the design concept of the Project.

8.6 INTERPRETATION OF DOCUMENTS: PAVECONNECT shall issue necessary interpretations and clarifications of Project documents. PAVECONNECT shall prepare work change directives and change orders as required.

8.7 SHOP DRAWINGS: PAVECONNECT shall review and take appropriate action with respect to shop drawings, samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the Agreement.



8.8 SUBSTITUTES: PAVECONNECT shall evaluate and determine the acceptability of substitute materials or equipment of Contractor(s).

8.9 INSPECTIONS AND TESTS: ELA shall be authorized to require special inspection or testing of the work, to enable ELA to determine generally that the work complies with the requirements of, and the results certified demonstrate compliance with, the Agreement.

8.10 APPLICATION FOR PAYMENT TO CONTRACTOR(S): Upon review of Contractor(s)' applications for payment, PAVECONNECT shall determine the amount owing to Contractor(s) based on PAVECONNECT's on-site observation of the Project (and on information provided by the Resident Project Representative, where applicable). PAVECONNECT shall then recommend in writing payment of that amount to Contractor(s). This recommendation shall constitute representation to the CLIENT that based on its observation of the Project, the work has progressed to the point indicated, and that to the best of PAVECONNECT's knowledge, information and belief at that time, the quality of the work is consistent with the Agreement. By recommending payment, PAVECONNECT does not represent that it has made exhaustive, detailed or continuous reviews of the Project. Such recommendation does not impose on PAVECONNECT responsibility to ascertain how or in what manner any Contractor has used the moneys paid or to determine that title to any work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interests or encumbrances. Such recommendation also does not mean that there may not be other matters at issue between the CLIENT and Contractor(s) that might affect the amount to be paid.

8.11 CONTRACTOR(S)' DOCUMENTS: PAVECONNECT shall receive and review all documents to be assembled by Contractor(s) under the Agreement. Such review will only be to determine that their content complies with the requirements of the Agreement. PAVECONNECT shall transmit these documents to the CLIENT with written comments, where appropriate.

8.12 FINAL PAYMENT: PAVECONNECT shall conduct an inspection to determine if the work is substantially complete. PAVECONNECT shall also conduct a final inspection to determine if the completed work is acceptable. If upon final inspection the work is acceptable, PAVECONNECT may recommend final payment to Contractor(s) and may give written notice to the CLIENT that the work is acceptable (subject to any conditions expressed therein).



**HOURLY BILLING RATE SCHEDULE
FOR 2022 CONSULTING SERVICES**

STAFF TYPE	HOURLY BILLING RATE
ELA GROUP, INC. – ENGINEERS AND LANDSCAPE ARCHITECTS	
President	\$ 175.00
Division Director/Principal/Vice President	\$ 135.00 - \$ 185.00
Senior Project Manager/Engineer	\$ 125.00 - \$ 160.00
Project Manager	\$ 110.00 - \$ 135.00
Project Engineer/Landscape Architect Designer	\$ 75.00 - \$ 135.00
CAD Manager	\$ 115.00
Senior CAD Designer	\$ 100.00 - \$ 120.00
CAD Designer	\$ 80.00 - \$ 100.00
GIS	\$ 135.00
Administration	\$ 60.00 - \$ 85.00
ELA SPORT – ATHLETIC FACILITY PLANNING	
Principal-In-Charge: ELA Sport	\$ 170.00
Senior Project Manager	\$ 170.00 - \$ 180.00
Project Manager	\$ 90.00 - \$ 100.00
Senior Designer	\$ 110.00 - \$ 130.00
Design Technician	\$ 65.00 - \$ 75.00
ELA TECHNOLOGIES – ELECTRONIC DATA MANAGEMENT	
Tech Support	\$ 80.00 - \$ 110.00
Scanning (Document Imaging)	\$ 60.00

REIMBURSABLE EXPENSES

Reimbursable expenses are at cost including, but not limited to the following:

- Mileage
- Testing Services
- Travel Expenses, including Meals
- Equipment Rental
- Prints
- Traffic Counter Rental
- Copies
- Application/Recording Fees
- Postage
- Permit and/or Other Fees
- Outside Consultants
- Other Project Related Expenses

PaveConnect adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective December 19, 2021 through December 16, 2022. For projects in progress that extend past the dates of the fee schedule attached to executed contracts, rates will be adjusted on the invoices and may adjust the amount of the project contracted fee.