



PHOENIXVILLE AREA SCHOOL DISTRICT  
Phoenixville, Pennsylvania

## **BOARD FINANCE AND PERSONNEL COMMITTEE MEETING**

October 24, 2022 5:30 PM  
Administration Office Board Room

### **AGENDA**

#### **CALL TO ORDER**

Board Finance and Personnel Committee Meeting – Betsy Ruch, Chairperson

#### **A. APPROVAL OF MINUTES**

1. [Approval of the Minutes of the September 27, 2022 Finance and Personnel Committee Meeting](#)

#### **B. APPROVAL ITEMS**

##### **PERSONNEL**

***\*Potential Voting Item at October 24, 2022 Meeting***

1. \*Personnel Report – [October 2022](#)
  - a. Resignation
  - b. Approval of Renewal of Agreement
  - c. Appointments
  - d. Leave Request
  - e. Volunteers
  - f. Informational Items
    1. Conference Requests
    2. FMLA – Family Medical Leave of Absence

##### **FINANCE**

##### **Business Office Report**

1. Approve the Disbursement of School District Funds – [September 2022](#)  
Check # 3629 (9/2/2022) – Check # 3755 (9/30/2022)  
ACH # 222300349 (9/2/2022) – ACH # 222300569 (9/30/2022)
2. [Acknowledge the Receipt of District Financial Reports – September 2022](#)

##### **Business Office Items**

***\*Potential Voting Items at October 24, 2022 Meeting***

1. [Approval of Contract with Accurate Construction Management, LLC as Construction Manager for the Hares Hill Road Property Construction Project](#)

2. [Approval of Contract with Environmental Standards for Environmental Consulting Services for the Hares Hill Property Construction Project](#)
3. [Approval of Contract with Bellwoar Kelly, LLP for Legal Professional Services for the Hares Hill Road Property Construction Project](#)
4. [Approval of Contract with Schrader Group Architecture, LLC for Architectural Services for the Hares Hill Road Property Construction Project](#)

***\*Potential Voting Items at November 14, 2022 Meeting***

5. [Approval of Resolution authorizing the Waiver of Additional Charges for the Late Payment of Real Estate Taxes that Comply with Act 57 of 2022](#)

**C. DISCUSSION ITEMS**

**Personnel**

None

**Business Office**

1. [Presentation on Financing Projections for the Hares Hill Road Construction Project](#)

**D. INFORMATION ITEMS**

**Personnel**

None

**Business Office**

1. Monthly Bank Statements
  - a. Meridian Bank
    - Money Market Account – [September 2022](#)
    - Business Banking Account – [September 2022](#)
  - b. Peoples Security – [September 2022](#)
  - c. Phoenixville Federal
    - Student Activities – [September 2022](#)
    - Phoenixville Summer – [September 2022](#)
  - d. PLGIT – [September 2022](#)
  - e. PSDLAF – General Fund – [September 2022](#)
  - f. PNC Bank – Easy Procure – [September 2022](#)
  - g. TD Wealth – [September 2022](#)
  - h. Univest Bank – CD & Money Market – [September 2022](#)
  - i. WSFS
    - Capital Reserve – [September 2022](#)
    - Construction – [September 2022](#)
    - Food Services – [September 2022](#)
    - General Fund – [September 2022](#)
    - Money Market – [September 2022](#)
    - Payroll – [September 2022](#)

j. Credit Cards

- E. **RECOGNITION OF VISITORS** — The Committee respectfully asks that comments be no more than three (3) minutes
  
- F. **NEXT MEETING** — November 28, 2022 — 5:30 PM

PHOENIXVILLE AREA SCHOOL DISTRICT  
Phoenixville, Pennsylvania

**MINUTES**  
**of the FINANCE / PERSONNEL Committee Meeting**  
**September 27, 2022**

**DRAFT**

**Finance / Personnel Committee Members Present:**

Betsy Ruch, Chair  
Caitlyn Carminito  
Scott Overland

**Finance / Personnel Committee Members Absent:**

None

**Board Members Present:**

Susan Turner  
Jerry Weiss  
Victoria Walker

**Administrators Present:**

Dr. Alan D. Fegley – Superintendent  
Dr. Jeremy Melber – Director of Finance  
Sylvia Rockwood – Director of Human Resources  
Ken Gibson – Director of Operations & Technology  
Dr. Jessica Kilmetz, Assistant Superintendent  
Phil Vontor, Supervisor of Maintenance

**Others Present:**

John Mraz  
Emily Shanley  
Becky McCarron

**Call Board Finance / Personnel Committee Meeting to Order**

The Finance Committee meeting was held in person and was called to order at 5:31 p.m. by Mrs. Betsy Ruch Chairperson.

**A. APPROVAL OF MINUTES**

**1. APPROVAL OF THE AUGUST 22, 2022 FINANCE/PERSONNEL COMMITTEE MEETING MINUTES**

The committee approved the minutes as presented.

**B. APPROVAL ITEMS**

**PERSONNEL**

**1. PERSONNEL REPORT – SEPTEMBER 2022**

- a) Resignations
- b) Appointments
- c) Leave Request
- d) Volunteers

e) Informational Items

1. Conference Requests
2. FMLA – Family Medical Leave of Absence

The committee recommended approval to the full Board.

2. APPROVAL OF TSA CONSULTING GROUP AS THE DISTRICT'S THIRD PARTY ADMINISTRATOR FOR DEFERRED COMPENSATION PROGRAM (NO COST TO THE DISTRICT)

Mrs. Ruch detailed the items of the personnel report for approval. Mr. Weiss questioned how we are in terms of staffing. Mrs. Rockwood discussed that we are in great shape, but we still have a few openings left to be filled. There was a brief discussion regarding a few of the open positions including Family & Consumer Science.

Mrs. Rockwood provided information on the approval of the TSA Consulting Group as the third party administrator for the district's deferred compensation program.

The committee recommended approval to the full Board.

## FINANCE

### BUSINESS OFFICE REPORT

1. APPROVE THE DISBURSEMENT OF SCHOOL DISTRICT FUNDS – AUGUST 2022  
Check # 3533 (8/5/2022) – Check #3628 (8/26/2022)  
ACH # 222300189 (8/5/2022) – ACH # 222300348 (8/26/2022)

The committee agreed to recommend approval to the full Board.

2. ACKNOWLEDGE THE RECEIPT OF DISTRICT FINANCIAL REPORTS – AUGUST 2022

Mrs. Ruch noted the items under the business office report.

Dr. Sereni questioned a few items on the check report -asked to have the list of vendors lengthened as the names are being cut off. She went through a list of checks in question.

Ms. Ruch discussed the Possible voting items this evening pertaining to the e-rate contract. Dr. Melber explained that nothing is changing in the amount of work being done and that it will just be done by a different contractor.

The committee agreed to recommend approval to the full Board.

### BUSINESS OFFICE ITEMS

1. APPROVAL OF E-RATE CONTRACT WITH CSM CONSULTANTS FOR THE 2022-2023 SCHOOL YEAR  
Dr. Melber discussed that this is one of 15 assessment appeals, 9th settlement that we have and will be a gain of \$85,871. Of the nine total settled it is an increase of \$308,309 overall.

The committee agreed to recommend approval to the full Board.

2. APPROVAL OF TAX ASSESSMENT SETTLEMENT FOR 1000 NUTT ROAD, PARCEL ID 15-07-0017.0100 FOR AN ASSESSMENT OF \$5,370,000 (INCREASE OF \$2,630,890.)

Ms. Ruch questioned that in the past the district set aside \$100,000 to replace field and why did we stop.

Dr. Melber explained that the budget line item was removed prior to his start in the district, but that the district did start again by creating a \$300,000 transfer for capital reserve and future turf replacement will come out of that account.

The committee agreed to recommend approval to the full Board.

**C. DISCUSSION ITEMS:****Personnel**

None

**Business Office**

None

**D. INFORMATION ITEMS****Personnel**

None

**Business Office****1. MONTHLY BANK STATEMENTS**

- a. Meridian Bank
  - Money Market Account – August 2022
  - Business Banking Account – August 2022
- b. Peoples Security – August 2022
- c. Phoenixville Federal
  - Student Activities – August 2022
  - Phoenixville Summer – August 2022
- d. PLGIT – August 2022
- e. PSDLAF – General Fund – August 2022
- f. PNC Bank – Easy Procure – August 2022
- g. TD Wealth – August 2022
- h. Univest Bank – CD & Money Market – August 2022
- i. WSFS
  - Capital Reserve – August 2022
  - Construction – August 2022
  - Food Services – August 2022
  - General Fund – August 2022
  - Money Market – August 2022
  - Payroll – August 2022
- j. Credit Cards

**E. RECOGNITION OF VISITORS**

John Mraz, Schuylkill township, questioned the treasurers report and asked where the specific line items are on the treasurer's report and check report.

Becky McCarron questioned the \$60,000 yearly contract for a grants/wellness coordinator and why it exists.

**NEXT MEETING – October 24, 2022 – 5:30 PM**

**Adjournment**

The meeting adjourned at 6:05 PM.

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Mrs. Betsy Ruch, Chairperson

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The minutes of the September 27, 2022 Board Finance-Personnel Committee meeting are scheduled to be approved at the October 24, 2022 Board Finance-Personnel Committee meeting. The September 27, 2022 minutes were prepared by Dr. Jeremy Melber, Director of Finance, Lenore Filipovic – Executive Assistant to the Superintendent & Cabinet, and Sharon Oleski, Executive Assistant to the Cabinet.

1. **RESIGNATION** – The administration respectfully requests Board approval of the following resignation:

A. Nora Sicher, ELD teacher, Schuylkill Elementary School. Effective date to be determined.

**BOARD MOTION**

*Move that the Board approve the above-listed Resignation, as recommended.*

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2. **APPROVAL OF RENEWAL OF AGREEMENT** – The administration respectfully requests Board approval of the renewal of the [Unrepresented Agreement](#) 2021-2025 as presented.

**BOARD MOTION**

*Move that the Board approve the attached Unrepresented Agreement, as recommended.*

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3. **APPOINTMENTS** – The administration respectfully requests Board approval of the following appointments, pending completion of required pre-employment paperwork including background checks:

A. Extra Pay – It is recommended that the following be appointed to the Extra Pay for Extra Duty positions as indicated. The rate of pay will be per the collective bargaining agreement.

Kris Evan	Math/Reading Tutor – Manavon
Molly Beyer	ELD Homework Tutor
Ruth Dougherty	ELD Homework Tutor
Gabrielle Holmes	ELD Homework Tutor
MaryPat McLaughlin	ELD Homework Tutor
Brianna Plaxe	ELD Homework Tutor
Elizabeth Sokol	ELD Homework Tutor
Eva Werley	ELD Homework Tutor
Katie Skrzat	Elementary Choral Director – Schuylkill
Mike Donnelly	M.S. Fall Play Producer
Mike Donnelly	M.S. Fall Play Director
Ian Carney	M.S. Fall Play Assistant Director
Carl Saville	M.S. Fall Play Assistant Director
Ben Spinelli	M.S. Fall Play Assistant Director
Amy Darby	M.S. Fall Play Stage Manager/Set Director
Tammy Kurtz	M.S. Fall Play Choreographer
Christine Trafford	M.S. Fall Play Assistant Choreographer
Ian Carney	M.S. Fall Play Technician
Jonathan Gabb	M.S. Fall Play Technician
Ben Spinelli	M.S. Fall Play Technician
Carl Saville	M.S. Fall Play Technician
Amy Darby	M.S. Fall Play Technician
Kate Shier	M.S. Fall Play Technician (2 positions)

**BOARD MOTION**

*Move that the Board approve the above-listed Appointments, as recommended.*

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4. **LEAVE REQUESTS** – The administration respectfully requests Board approval of the following leave requests:

A. Allison Clinton, instructional aide

Date of Leave: November 30, 2022 through February 7, 2023

Type of Leave: Childrearing Leave of Absence

B. Tanya Kelly, instructional aide

Date of Leave: October 17, 2022 through approximately November 8, 2022.

Type of Leave: Unpaid Leave of Absence

**BOARD MOTION**

*Move that the Board approve the above-listed Leave Request, as recommended.*

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5. **VOLUNTEERS** – The administration respectfully requests Board approval of the following volunteers:

**BOARD MOTION**

*Move that the Board approve the above-listed Volunteers, as recommended.*

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6. **INFORMATIONAL ITEMS**

- A. **CONFERENCE REQUESTS** – The [attached conference requests](#) were approved by the administration.

- B. **FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVES OF ABSENCE** – The administration respectfully informs the Board of the following leaves. The employees listed below have met the Federal criteria for the leave:

1. Jessica Bicker, teacher

Effective: March 1, 2023 through May 30, 2023

2. Scott Smiley, teacher

Effective: November 1, 2022 through December 23, 2022

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	BANK CODE
09/09/2022	1214	25.00	JAHN, APRIL	WSFS CAFET
09/02/2022	222300349	2,827.61	ARAMARK SERVICES, IN	WSFS CAFET
09/09/2022	222300404	470.00	AMAZON CAPITAL SERVI	WSFS CAFET
		3,322.61	Totals for CAFE	
09/02/2022	1010	70,238.39	GOLD STANDARD CONSUL	WSFS CAPIT
09/02/2022	1011	92,220.19	P.C. CURRY FLOOR COV	WSFS CAPIT
		162,458.58	Totals for CAP R	
09/23/2022	1004	980.51	SCHUYLKILL TOWNSHIP	WSFS CONST
09/26/2022	1005	156,450.00	JACINTA MANNION & DE	WSFS CONST
		157,430.51	Totals for CONS	
09/02/2022	3629	700.60	ACCO BRANDS USA LLC	WSFS GENER
09/02/2022	3630	1,325.95	APPLE INC	WSFS GENER
09/02/2022	3631	1,280.00	BEYOND THE LEAF TREE	WSFS GENER
09/02/2022	3632	62.22	CLARK INDUSTRIAL SUP	WSFS GENER
09/02/2022	3633	148.15	CRYSTAL SPRINGS	WSFS GENER
09/02/2022	3634	59.28	EMPLIT, CLAIRE	WSFS GENER
09/02/2022	3635	833.04	FRANKLIN CLEANING EQ	WSFS GENER
09/02/2022	3636	7,975.66	INTRADO INTERACTIVE	WSFS GENER
09/02/2022	3637	256.00	JAMIE M SCHWARTZ	WSFS GENER
09/02/2022	3638	3,075.00	KAHOOT ! AS	WSFS GENER
09/02/2022	3641	13,301.39	KEYSTONE FIRE PROTEC	WSFS GENER
09/02/2022	3642	56.99	LAKESHORE EQUIPMENT	WSFS GENER
09/02/2022	3643	375.00	PASA	WSFS GENER
09/02/2022	3644	129.40	PENNSYLVANIA AMERICA	WSFS GENER
09/02/2022	3645	651.46	PHOENIXVILLE HARDWAR	WSFS GENER
09/02/2022	3646	37,265.22	PRESIDIO HOLDINGS, I	WSFS GENER
09/02/2022	3647	52.35	STAPLES ADVANTAGE	WSFS GENER
09/02/2022	3648	2,319.41	VERIZON WIRELESS SER	WSFS GENER
09/02/2022	3649	1,789.80	VERIZON	WSFS GENER
09/02/2022	3650	183.02	WARD'S SCIENCE	WSFS GENER
09/02/2022	3651	2,655.50	WENGER CORPORATION	WSFS GENER
09/09/2022	3652	160.00	A/CAPA	WSFS GENER
09/09/2022	3653	4,149.11	AQUA PA	WSFS GENER
09/09/2022	3654	2,063.39	BCPE ULYSSES BUYERCO	WSFS GENER
09/09/2022	3655	2,391.36	BERKS COUNTY INTERME	WSFS GENER
09/09/2022	3656	400.00	BOOKSOURCE	WSFS GENER
09/09/2022	3657	1,975.00	CAMP PAGASUS	WSFS GENER
09/09/2022	3658	112.48	COLONIAL ELECTRIC SU	WSFS GENER
09/09/2022	3659	154.00	COMCAST	WSFS GENER
09/09/2022	3660	199.00	COMMITTEE FOR CHILDR	WSFS GENER
09/09/2022	3661	500.00	DATA RECOGNITION COR	WSFS GENER
09/09/2022	3662	83.00	DAVE'S MOBILE LOCK S	WSFS GENER
09/09/2022	3663	459.50	DESIGN SCIENCE INC	WSFS GENER
09/09/2022	3664	115.75	EAGLE WIRELESS COMMU	WSFS GENER
09/09/2022	3665	1,700.82	HOME DEPOT CREDIT SE	WSFS GENER
09/09/2022	3669	12,534.05	KEYSTONE FIRE PROTEC	WSFS GENER
09/09/2022	3670	40.00	KSLA	WSFS GENER
09/09/2022	3671	559.62	LEARNWELL SERVICES	WSFS GENER
09/09/2022	3672	13,000.00	MALVERN PREPARATORY	WSFS GENER
09/09/2022	3673	45.00	PACAC	WSFS GENER
09/09/2022	3674	800.00	PASBO	WSFS GENER
09/09/2022	3675	4,586.68	PHOENIXVILLE AREA CO	WSFS GENER
09/09/2022	3676	279.14	PHOENIXVILLE HARDWAR	WSFS GENER
09/09/2022	3677	4,400.00	PHOENIXVILLE AREA HI	WSFS GENER
09/09/2022	3678	935.97	QUADIENT LEASING USA	WSFS GENER
09/09/2022	3679	1,865.29	REPUBLIC SERVICES	WSFS GENER

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	BANK CODE
09/09/2022	3680	3,530.40	SALISBURY TOWNSHIP S	WSFS GENER
09/09/2022	3681	78.64	SHARPS COMPLIANCE IN	WSFS GENER
09/09/2022	3682	52.14	STAPLES ADVANTAGE	WSFS GENER
09/09/2022	3683	763.02	T-MOBILE	WSFS GENER
09/09/2022	3684	294.00	UHS OF PENNSYLVANIA,	WSFS GENER
09/09/2022	3685	600.00	WESTERMAN'S LAWN & T	WSFS GENER
09/09/2022	3686	89.59	WIESER EDUCATIONAL,	WSFS GENER
09/16/2022	3687	104.76	AQUA PENNSYLVANIA IN	WSFS GENER
09/16/2022	3688	180.00	BIGEAST BOOKS, LLC	WSFS GENER
09/16/2022	3689	339,505.41	DELL FINANCIAL SERVI	WSFS GENER
09/16/2022	3690	158.46	FULL COMPASS SYSTEMS	WSFS GENER
09/16/2022	3691	40.81	KEYSTONE COLLECTIONS	WSFS GENER
09/16/2022	3692	496.00	ONE SOURCE OFFICE RE	WSFS GENER
09/16/2022	3693	119.20	PHOENIXVILLE HARDWAR	WSFS GENER
09/16/2022	3694	925.00	PIAA	WSFS GENER
09/16/2022	3695	1,534.20	QCC INSURANCE COMPAN	WSFS GENER
09/16/2022	3696	117,951.06	SJ THOMAS COMPANY, I	WSFS GENER
09/16/2022	3698	3,000.00	TREASURER OF CHESTER	WSFS GENER
09/16/2022	3699	1,400.00	UNIVERSITY OF OREGON	WSFS GENER
09/16/2022	3700	436.08	VERIZON	WSFS GENER
09/16/2022	3701	3,378.00	WILBY, ALEXANDRA	WSFS GENER
09/16/2022	3702	780.00	WILMINGTON TRUST	WSFS GENER
09/23/2022	3703	5,340.45	AGORA CYBER CHARTER	WSFS GENER
09/23/2022	3704	392.56	AMERICAN TIME	WSFS GENER
09/23/2022	3705	332.46	BOOKSOURCE	WSFS GENER
09/23/2022	3706	723.00	CHESTER COUNTY BAR A	WSFS GENER
09/23/2022	3707	908.63	COLONIAL ELECTRIC SU	WSFS GENER
09/23/2022	3708	325.05	CRYSTAL SPRINGS	WSFS GENER
09/23/2022	3709	270.00	DAKTRONICS INC	WSFS GENER
09/23/2022	3710	1,165.30	DAVE'S MOBILE LOCK S	WSFS GENER
09/23/2022	3711	1,548.00	GARCIA, PETER	WSFS GENER
09/23/2022	3712	4,114.61	INSIGHT PA CYBER CHA	WSFS GENER
09/23/2022	3713	834.00	JOHN KENNEDY FORD	WSFS GENER
09/23/2022	3714	822.06	JUNIOR LIBRARY GUILD	WSFS GENER
09/23/2022	3715	132.35	KEYSTONE COLLECTIONS	WSFS GENER
09/23/2022	3716	339.92	LIMERICK HARDWARE	WSFS GENER
09/23/2022	3717	230.00	OVERHEAD DOOR CORP	WSFS GENER
09/23/2022	3718	140.50	PENNSYLVANIA AMERICA	WSFS GENER
09/23/2022	3719	145.84	PHOENIXVILLE HARDWAR	WSFS GENER
09/23/2022	3720	2,818.56	SCHRADER GROUP ARCHI	WSFS GENER
09/23/2022	3721	635.00	SIGNATURE PROMOTIONA	WSFS GENER
09/23/2022	3722	5,641.50	SJ THOMAS COMPANY, I	WSFS GENER
09/23/2022	3723	58.93	STAPLES, INC.	WSFS GENER
09/23/2022	3724	88.38	STAPLES ADVANTAGE	WSFS GENER
09/23/2022	3725	14,348.83	TALK INC	WSFS GENER
09/23/2022	3726	141.18	TURF EQUIPMENT & SUP	WSFS GENER
09/23/2022	3727	2,460.92	VERIZON WIRELESS SER	WSFS GENER
09/23/2022	3728	1,782.55	VERIZON	WSFS GENER
09/23/2022	3729	303.22	YORK INTERNATIONAL C	WSFS GENER
09/30/2022	3730	28.54	ALBERTSONS / SAFEWAY	WSFS GENER
09/30/2022	3731	4,563.58	AQUA PA	WSFS GENER
09/30/2022	3732	52.00	THE CERAMIC SHOP LLC	WSFS GENER
09/30/2022	3733	154.00	COMCAST	WSFS GENER
09/30/2022	3734	120.00	DAMASCENO, DEUSDEDIT	WSFS GENER
09/30/2022	3735	1,629.50	FEESER'S INC	WSFS GENER
09/30/2022	3736	62.00	JAMIE M SCHWARTZ	WSFS GENER

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	BANK CODE
09/30/2022	3737	1,930.00	KEYSTONE COLLECTIONS	WSFS GENER
09/30/2022	3738	495.00	KLINE, CARLA	WSFS GENER
09/30/2022	3739	10.39	LAKESHORE EQUIPMENT	WSFS GENER
09/30/2022	3740	512.23	LYNN PEAVEY COMPANY	WSFS GENER
09/30/2022	3741	3,040.00	MONTOUR SCHOOL DISTR	WSFS GENER
09/30/2022	3742	5,600.00	NUTRIEN AG SOLUTIONS	WSFS GENER
09/30/2022	3743	188.87	PHOENIXVILLE HARDWAR	WSFS GENER
09/30/2022	3744	306.00	SHEEHAN'S OFFICE INT	WSFS GENER
09/30/2022	3745	80.00	SHEP'S YARD LLC	WSFS GENER
09/30/2022	3746	4,000.00	SMART FUTURES	WSFS GENER
09/30/2022	3747	1,449.90	STAGES PUBLISHING IN	WSFS GENER
09/30/2022	3748	13.87	STAPLES ADVANTAGE	WSFS GENER
09/30/2022	3749	58.93	STAPLES CREDIT PLAN	WSFS GENER
09/30/2022	3750	271.09	STEPS TO LITERACY	WSFS GENER
09/30/2022	3751	683.00	VANCOTT, STEPHEN	WSFS GENER
09/30/2022	3752	1,619.87	VERIZON	WSFS GENER
09/30/2022	3753	271.20	WARD'S SCIENCE	WSFS GENER
09/30/2022	3754	123.20	WIESER EDUCATIONAL,	WSFS GENER
09/30/2022	3755	35,000.00	WOODLYNDE SCHOOL	WSFS GENER
09/02/2022	222300350	250.73	AHOLD FINANCIAL SERV	WSFS GENER
09/02/2022	222300351	167.16	AIRGAS, INC	WSFS GENER
09/02/2022	222300352	842.55	AMAZON CAPITAL SERVI	WSFS GENER
09/02/2022	222300353	193.54	BARNES & NOBLE INC	WSFS GENER
09/02/2022	222300354	109.24	BLICK ART MATERIALS	WSFS GENER
09/02/2022	222300355	213,776.00	CCIU	WSFS GENER
09/02/2022	222300356	441.00	CHEMSEARCH	WSFS GENER
09/02/2022	222300357	840.00	DARBY, AMY	WSFS GENER
09/02/2022	222300358	122.57	DENNEY ELECTRIC	WSFS GENER
09/02/2022	222300359	13,720.00	DEVEREUX FOUNDATION	WSFS GENER
09/02/2022	222300360	1,042.52	DRI-STICK DECAL CORP	WSFS GENER
09/02/2022	222300361	157.90	EAI EDUCATION	WSFS GENER
09/02/2022	222300362	2,414.76	ESS NORTHEAST LLC	WSFS GENER
09/02/2022	222300363	321.56	FERGUSON ENTERPRISES	WSFS GENER
09/02/2022	222300364	81.00	FLINN SCIENTIFIC INC	WSFS GENER
09/02/2022	222300365	12.19	GARBER, DAVID	WSFS GENER
09/02/2022	222300366	21.25	GARRITANO, FRANK	WSFS GENER
09/02/2022	222300367	1,479.17	GENUINE PARTS CO NAP	WSFS GENER
09/02/2022	222300368	1,372.32	W. W. GRAINGER INC	WSFS GENER
09/02/2022	222300369	230.70	GREENWOOD PUBLISHING	WSFS GENER
09/02/2022	222300370	224.04	IMPERIAL BAG & PAPER	WSFS GENER
09/02/2022	222300371	499.50	KAMPUS KLOTHES INC	WSFS GENER
09/02/2022	222300372	6,500.00	KINETIC PHYSICAL THE	WSFS GENER
09/02/2022	222300373	897.75	KNABB, EMILY	WSFS GENER
09/02/2022	222300374	1,155.50	KURTZ BROS INC	WSFS GENER
09/02/2022	222300375	6,625.00	LUKENS & WOLF, LLC D	WSFS GENER
09/02/2022	222300376	12,000.00	MALWAREBYTES INC	WSFS GENER
09/02/2022	222300377	59.99	MCMILLAN, JAMES	WSFS GENER
09/02/2022	222300378	2,666.86	OFFICE BASICS INC	WSFS GENER
09/02/2022	222300380	33,941.91	PECO	WSFS GENER
09/02/2022	222300381	16,042.50	PERSONAL REFLECTIONS	WSFS GENER
09/02/2022	222300382	4,586.68	PHOENIXVILLE AREA CO	WSFS GENER
09/02/2022	222300383	2,740.16	PHOENIXVILLE AREA ED	WSFS GENER
09/02/2022	222300384	5.00	PHOENIXVILLE COMMUNI	WSFS GENER
09/02/2022	222300385	144,585.00	PHOENIXVILLE PUBLIC	WSFS GENER
09/02/2022	222300386	5.00	POLIS, STEPHEN	WSFS GENER
09/02/2022	222300387	42.50	PSBA -PENNSYLVANIA S	WSFS GENER

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	BANK CODE
09/02/2022	222300388	24.00	QBS LLC	WSFS GENER
09/02/2022	222300389	869.12	REALLY GOOD STUFF LL	WSFS GENER
09/02/2022	222300390	165,286.09	RESCHINI AGENCY INC	WSFS GENER
09/02/2022	222300391	25.00	ROTARY CLUB OF PHOEN	WSFS GENER
09/02/2022	222300392	89.34	SCHOLASTIC INC	WSFS GENER
09/02/2022	222300393	5,582.04	SCHOOL SPECIALTY LLC	WSFS GENER
09/02/2022	222300394	410.00	[REDACTED]	WSFS GENER
09/02/2022	222300395	1,273.83	SHERWIN WILLIAMS	WSFS GENER
09/02/2022	222300396	9,170.00	SUNTEX INTERNATIONAL	WSFS GENER
09/02/2022	222300397	520.51	TAGUE LUMBER	WSFS GENER
09/02/2022	222300398	2,537.00	THERAPY SOURCE INC	WSFS GENER
09/02/2022	222300399	1,161.00	THOMAS, JORDAN	WSFS GENER
09/02/2022	222300400	16,950.07	TOSHIBA FINANCIAL SV	WSFS GENER
09/02/2022	222300401	604.53	TRANE U.S. INC.	WSFS GENER
09/02/2022	222300402	28.95	VIDEON CHEVROLET	WSFS GENER
09/02/2022	222300403	1,750.00	WISMER, TABITHA	WSFS GENER
09/09/2022	222300405	1,119.49	AMAZON CAPITAL SERVI	WSFS GENER
09/09/2022	222300406	79.38	BLICK ART MATERIALS	WSFS GENER
09/09/2022	222300407	426.83	COUGHLAN COMPANIES L	WSFS GENER
09/09/2022	222300408	209.86	CAROLINA BIOLOGICAL	WSFS GENER
09/09/2022	222300409	3,027.04	CCIU	WSFS GENER
09/09/2022	222300410	2,167.28	CENGAGE LEARNING, IN	WSFS GENER
09/09/2022	222300411	40.33	DISCOUNT SCHOOL SUPP	WSFS GENER
09/09/2022	222300412	1,548.00	EDGAR, JESSICA	WSFS GENER
09/09/2022	222300413	120.00	EVERYDAY SPEECH LLC	WSFS GENER
09/09/2022	222300414	5,940.00	EXPLORELEARNING, LLC	WSFS GENER
09/09/2022	222300415	84.34	FERGUSON ENTERPRISES	WSFS GENER
09/09/2022	222300416	1,447.45	FLINN SCIENTIFIC INC	WSFS GENER
09/09/2022	222300417	57.96	GENUINE PARTS CO NAP	WSFS GENER
09/09/2022	222300418	861.78	W. W. GRAINGER INC	WSFS GENER
09/09/2022	222300419	300.00	H A WEIGAND INC	WSFS GENER
09/09/2022	222300420	1,297.00	HOUGHTON MIFFLIN HAR	WSFS GENER
09/09/2022	222300421	1,103.40	KAMPUS KLOTHES INC	WSFS GENER
09/09/2022	222300422	43,701.00	KENCOR, LLC	WSFS GENER
09/09/2022	222300423	362.65	LANGUAGE LINE SERVIC	WSFS GENER
09/09/2022	222300424	2,762.50	LUSTMAN, BEVIN	WSFS GENER
09/09/2022	222300425	28.02	MACKIN BOOK CO DBA M	WSFS GENER
09/09/2022	222300426	325.43	MCGRAW HILL SCHOOL E	WSFS GENER
09/09/2022	222300427	1,188.64	MCKESSON MEDICAL-SUR	WSFS GENER
09/09/2022	222300428	110.00	MENCHEY MUSIC SERVIC	WSFS GENER
09/09/2022	222300429	244.22	OFFICE BASICS INC	WSFS GENER
09/09/2022	222300430	1,161.00	PALMER, KERRI	WSFS GENER
09/09/2022	222300431	13,165.69	PECO	WSFS GENER
09/09/2022	222300432	98,347.61	RESCHINI AGENCY INC	WSFS GENER
09/09/2022	222300433	2,542.25	SDIC	WSFS GENER
09/09/2022	222300434	375.00	SPRINGHOUSE EDU & CO	WSFS GENER
09/09/2022	222300435	511.18	STAR PRINTING INC	WSFS GENER
09/09/2022	222300436	1,150.00	SWEET, STEVENS, KATZ	WSFS GENER
09/09/2022	222300437	288.00	TITANIUM SECURITY &	WSFS GENER
09/09/2022	222300438	4,565.17	TRANE U.S. INC.	WSFS GENER
09/09/2022	222300439	2,218.42	UNITED REFRIGERATION	WSFS GENER
09/09/2022	222300440	116.14	US SUPPLY CO INC	WSFS GENER
09/09/2022	222300441	1,000.00	VOYAGER SOPRIS LEARN	WSFS GENER
09/09/2022	222300442	41.52	WALLS, MARTINA	WSFS GENER
09/09/2022	222300443	18,000.00	YMIC FOUNDATION, INC	WSFS GENER
09/16/2022	222300444	692.04	AMAZON CAPITAL SERVI	WSFS GENER

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	BANK CODE
09/16/2022	222300445	143.70	B & H PHOTO-VIDEO	WSFS GENER
09/16/2022	222300446	79.38	BLICK ART MATERIALS	WSFS GENER
09/16/2022	222300447	952.54	CAROLINA BIOLOGICAL	WSFS GENER
09/16/2022	222300448	26,408.08	CCIU	WSFS GENER
09/16/2022	222300449	842.57	DENNEY ELECTRIC	WSFS GENER
09/16/2022	222300450	203.43	FRAMES POWER EQUIPME	WSFS GENER
09/16/2022	222300451	37.71	GENUINE PARTS CO NAP	WSFS GENER
09/16/2022	222300452	1,326.34	W. W. GRAINGER INC	WSFS GENER
09/16/2022	222300453	13,805.50	IMPERIAL BAG & PAPER	WSFS GENER
09/16/2022	222300454	675.99	J W PEPPER & SON INC	WSFS GENER
09/16/2022	222300455	595.85	KAMPUS KLOTHES INC	WSFS GENER
09/16/2022	222300456	610.00	KENCOR, LLC	WSFS GENER
09/16/2022	222300457	6,500.00	KINETIC PHYSICAL THE	WSFS GENER
09/16/2022	222300458	144.25	KURTZ BROS INC	WSFS GENER
09/16/2022	222300459	500.00	MACKIN BOOK CO DBA M	WSFS GENER
09/16/2022	222300460	309.34	MCKESSON MEDICAL-SUR	WSFS GENER
09/16/2022	222300470	33,098.53	OFFICE BASICS INC	WSFS GENER
09/16/2022	222300471	6,331.25	PHOENIXVILLE COMMUNI	WSFS GENER
09/16/2022	222300472	638.20	REALLY GOOD STUFF LL	WSFS GENER
09/16/2022	222300473	133,420.20	RESCHINI AGENCY INC	WSFS GENER
09/16/2022	222300474	2,221.90	STAR PRINTING INC	WSFS GENER
09/16/2022	222300475	3,625.00	TESTOUT CORPORATION	WSFS GENER
09/16/2022	222300476	816.48	UNITED REFRIGERATION	WSFS GENER
09/16/2022	222300477	39.71	US SUPPLY CO INC	WSFS GENER
09/16/2022	222300478	3,198.59	VERNIER SOFTWARE & T	WSFS GENER
09/23/2022	222300479	56.70	AHOLD FINANCIAL SERV	WSFS GENER
09/23/2022	222300480	167.16	AIRGAS, INC	WSFS GENER
09/23/2022	222300481	1,558.76	AMAZON CAPITAL SERVI	WSFS GENER
09/23/2022	222300482	19.95	B & H PHOTO-VIDEO	WSFS GENER
09/23/2022	222300483	1,898.21	BLICK ART MATERIALS	WSFS GENER
09/23/2022	222300484	1,161.00	BURNETT, ERIC	WSFS GENER
09/23/2022	222300485	250,022.08	CCIU	WSFS GENER
09/23/2022	222300486	13,132.58	COLLEGIUM CHARTER SC	WSFS GENER
09/23/2022	222300487	3,280.20	CROWN CASTLE FIBER L	WSFS GENER
09/23/2022	222300488	1,336.17	DENNEY ELECTRIC	WSFS GENER
09/23/2022	222300489	262.91	DISCOUNT SCHOOL SUPP	WSFS GENER
09/23/2022	222300490	154.54	ERB & HENRY EQUIP IN	WSFS GENER
09/23/2022	222300491	2,655.03	ESS NORTHEAST LLC	WSFS GENER
09/23/2022	222300492	198.03	FERGUSON ENTERPRISES	WSFS GENER
09/23/2022	222300493	304.79	GENUINE PARTS CO NAP	WSFS GENER
09/23/2022	222300494	1,549.63	THE PROPHET CORPORAT	WSFS GENER
09/23/2022	222300495	1,687.36	W. W. GRAINGER INC	WSFS GENER
09/23/2022	222300496	3,978.00	HOUGHTON MIFFLIN HAR	WSFS GENER
09/23/2022	222300497	2,727.15	IMPERIAL BAG & PAPER	WSFS GENER
09/23/2022	222300498	2,921.25	JOHNSON-CHILLA, ALYS	WSFS GENER
09/23/2022	222300499	302.37	JR BALSAN INC	WSFS GENER
09/23/2022	222300500	3,851.20	KAMPUS KLOTHES INC	WSFS GENER
09/23/2022	222300501	5,973.75	KEGEL KELIN LITTS &	WSFS GENER
09/23/2022	222300502	2,447.50	KEYSTONE DEAF AND HA	WSFS GENER
09/23/2022	222300503	115,127.68	KRISE TRANSPORTATION	WSFS GENER
09/23/2022	222300504	339.50	KURTZ BROS INC	WSFS GENER
09/23/2022	222300505	114.00	LEARNING A-Z	WSFS GENER
09/23/2022	222300506	209.59	MCKESSON MEDICAL-SUR	WSFS GENER
09/23/2022	222300507	2,285.50	NASH, KHADEJIA	WSFS GENER
09/23/2022	222300508	3,569.38	NATIONAL VISION ADMI	WSFS GENER
09/23/2022	222300509	4,123.86	OFFICE BASICS INC	WSFS GENER

CHECK DATE	CHECK NUMBER	AMOUNT	VENDOR	BANK CODE
09/23/2022	222300510	5,792.31	PECO	WSFS GENER
09/23/2022	222300511	925.20	PHILADELPHIA PROTECT	WSFS GENER
09/23/2022	222300512	3,249.78	PHOENIXVILLE AREA ED	WSFS GENER
09/23/2022	222300513	5.00	PHOENIXVILLE COMMUNI	WSFS GENER
09/23/2022	222300514	1,201.20	QUEST BEHAVIORAL HEA	WSFS GENER
09/23/2022	222300515	701.48	REALLY GOOD STUFF LL	WSFS GENER
09/23/2022	222300516	3,710.10	RECREATION RESOURCE	WSFS GENER
09/23/2022	222300517	129,516.98	RESCHINI AGENCY INC	WSFS GENER
09/23/2022	222300518	142.67	SCHOOL SPECIALTY LLC	WSFS GENER
09/23/2022	222300519	90.92	SHERWIN WILLIAMS	WSFS GENER
09/23/2022	222300520	243.75	SKYWARD INC	WSFS GENER
09/23/2022	222300521	548.75	STARLITE PRODUCTIONS	WSFS GENER
09/23/2022	222300522	647.59	SWEET, STEVENS, KATZ	WSFS GENER
09/23/2022	222300523	130.96	TAGUE LUMBER	WSFS GENER
09/23/2022	222300524	75.00	TEACHER SYNERGY LLC	WSFS GENER
09/23/2022	222300525	1,318.00	TEKK INTERNATIONAL I	WSFS GENER
09/23/2022	222300526	1,388.61	TELEMEDICINE MANAGEM	WSFS GENER
09/23/2022	222300527	452.50	THE WIRE GUYS, LLC	WSFS GENER
09/23/2022	222300528	192.00	TITANIUM SECURITY &	WSFS GENER
09/23/2022	222300529	84.90	TOTAL RENTAL INC DBA	WSFS GENER
09/23/2022	222300530	22.95	UNITED REFRIGERATION	WSFS GENER
09/23/2022	222300531	210.00	WIGGINS SHREDDING IN	WSFS GENER
09/30/2022	222300532	109.97	AHOLD FINANCIAL SERV	WSFS GENER
09/30/2022	222300533	2,392.11	AMAZON CAPITAL SERVI	WSFS GENER
09/30/2022	222300534	358.40	BLICK ART MATERIALS	WSFS GENER
09/30/2022	222300535	2,250.00	CLARK, LAUREN	WSFS GENER
09/30/2022	222300536	35,858.88	DELL MARKETING L.P.	WSFS GENER
09/30/2022	222300537	5,850.00	FIFTH ASSET, INC	WSFS GENER
09/30/2022	222300538	103.09	FLINN SCIENTIFIC INC	WSFS GENER
09/30/2022	222300539	9,173.35	FOX ROTHSCHILD LLP	WSFS GENER
09/30/2022	222300540	9,222.81	FRONTLINE TECHNOLOGI	WSFS GENER
09/30/2022	222300541	264.26	W. W. GRAINGER INC	WSFS GENER
09/30/2022	222300542	132.00	H A WEIGAND INC	WSFS GENER
09/30/2022	222300543	1,881.06	HOUGHTON MIFFLIN HAR	WSFS GENER
09/30/2022	222300544	213.85	IMPERIAL BAG & PAPER	WSFS GENER
09/30/2022	222300545	245.00	KAMPUS KLOTHERS INC	WSFS GENER
09/30/2022	222300546	1,355.00	MCGADY, EMILY	WSFS GENER
09/30/2022	222300547	152.43	MCGRAW HILL SCHOOL E	WSFS GENER
09/30/2022	222300548	2,010.81	MCKESSON MEDICAL-SUR	WSFS GENER
09/30/2022	222300549	99.68	MENCHEY MUSIC SERVIC	WSFS GENER
09/30/2022	222300550	102.75	NCS PEARSON INC	WSFS GENER
09/30/2022	222300552	5,187.84	OFFICE BASICS INC	WSFS GENER
09/30/2022	222300553	28,771.26	PECO	WSFS GENER
09/30/2022	222300554	783.86	PEDIATRIC THERAPEUTI	WSFS GENER
09/30/2022	222300555	3,516.67	PHOENIXVILLE AREA ED	WSFS GENER
09/30/2022	222300556	5.00	PHOENIXVILLE COMMUNI	WSFS GENER
09/30/2022	222300557	1,795.62	PHOENIXVILLE EDUCATI	WSFS GENER
09/30/2022	222300558	84,812.51	RESCHINI AGENCY INC	WSFS GENER
09/30/2022	222300559	805.00	RIFFEY, SAMANTHA	WSFS GENER
09/30/2022	222300560	181.25	ROCHESTER 100 INC	WSFS GENER
09/30/2022	222300561	10,946.00	SCHOOL SPECIALTY LLC	WSFS GENER
09/30/2022	222300562	1,525.00	TEKK INTERNATIONAL I	WSFS GENER
09/30/2022	222300563	745.00	THEO S JANSSEN DBA P	WSFS GENER
09/30/2022	222300564	2,040.00	TITANIUM SECURITY &	WSFS GENER
09/30/2022	222300565	16,950.15	TOSHIBA FINANCIAL SV	WSFS GENER
09/30/2022	222300566	4,600.00	TRANSFINDER CORPORAT	WSFS GENER

<u>CHECK</u>	<u>CHECK</u>			<u>BANK</u>
<u>DATE</u>	<u>NUMBER</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>CODE</u>
09/30/2022	222300567	1,030.90	VERNIER SOFTWARE & T	WSFS GENER
09/30/2022	222300568	201.55	WEST MUSIC CO	WSFS GENER
09/30/2022	222300569	582.75	YOUTHFUL INNOVATIONS	WSFS GENER
		2,651,756.82	Totals for GF OP	
09/06/2022	273	71.94	BJ'S WHOLESALE CLUB	PSDALF INV
09/06/2022	274	23.75	DOLLAR TREE STORES,	PSDALF INV
09/06/2022	275	15.44	GIANT FOOD STORES	PSDALF INV
09/06/2022	276	103.78	MICHAELS STORE	PSDALF INV
09/06/2022	277	385.00	NASSP/NHS	PSDALF INV
09/06/2022	278	2,885.40	NASSP/NHS	PSDALF INV
09/06/2022	279	887.80	SIP.US LLC	PSDALF INV
		4,373.11	Totals for PNC-I	
		2,979,341.63	Totals for checks	



FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	633,373.29	11,255.88	2,011,500.76	2,656,129.93
31	CONSTRUCTION	0.00	156,450.00	980.51	157,430.51
32	CAP RESERVE	0.00	0.00	162,458.58	162,458.58
51	FOOD SERVICE FUND	25.00	0.00	3,297.61	3,322.61
***	Fund Summary Totals ***	633,398.29	167,705.88	2,178,237.46	2,979,341.63

\*\*\*\*\* End of report \*\*\*\*\*



PHOENIXVILLE AREA SCHOOL DISTRICT

Treasurer's Report

October 1, 2022

CHECKING ACCOUNT CASH ON HAND BALANCE - September 1, 2022

\$ 23,156,473.87

**RECEIPTS**

**TAX COLLECTION:**

**Keystone Tax Collector**

Real Estate Taxes	\$ 14,867,254.53	
Interim Real Estate Taxes	\$ 89,644.22	
Earned Income Tax	\$ 665,917.08	
Per Capita Tax	\$ 24,637.74	
Occupation Tax	\$ 256,090.61	\$ 15,903,544.18

**Delinquent Taxes**

Real Estate Delinquent	\$ 285,173.06	
Occupational Delinquent	\$ 127,409.67	
Per Capita Delinquent	\$ 8,650.42	\$ 421,233.15

**Realty Transfer Tax:**

By Cash	\$ 204,876.83	\$ 204,876.83
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**TOTAL RECEIPTS FROM TAX COLLECTION**

\$ 16,529,654.16

**RECEIPTS FROM INVESTED FUNDS:**

Interest Income	\$ 34,460.70	
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**TOTAL RECEIPTS FROM INVESTED FUNDS**

\$ 34,460.70

**OTHER RECEIPTS:**

Great American Abstract	\$ 381,115.00	
Phoenixville Library Wages and Benefits	\$ 27,402.22	
Transfer from Payroll	\$ 154,817.51	
Transfer from UNIVEST	\$ 2,109,628.62	
SchoolPay Deposits	\$ 2,378.71	
Miscellaneous	\$ 84,350.45	

**TOTAL OTHER RECEIPTS**

\$ 2,759,692.51

**TOTAL RECEIPTS**

\$ 19,323,807.37

**TOTAL CHECKING ACCOUNT AVAILABLE FOR USE**

\$ 42,480,281.24

**EXPENDITURES**

**Bills List**

Reschini Agency	\$ 611,383.39	
Chester County Intermediate Unit	\$ 493,233.20	
PECO	\$ 81,671.17	
Constellation	\$ -	
Verizon	\$ 10,408.63	
Krise Transportatiom	\$ 115,127.68	
UCCI	\$ -	
Dell Financial Services	\$ 339,505.41	
Other Bills	\$ 1,000,427.34	\$ 2,651,756.82

**Payroll**

\$ 7,116,163.81

**Transfers Out**

\$ 15,461,847.32

**TOTAL EXPENDITURES**

\$ 25,229,767.95

**CHECKING ACCOUNT BALANCE ON HAND - 09/30/2022**

\$ 17,250,513.29

**ADD: PA School District Liquid Asset Fund -**

Balance - 09/1/2022	\$	6,441,579.49	
Deduct: Transfer to WSFS General Fund	\$	(3,135.00)	
Deduct: Bills	\$	(4,373.11)	
Add: Interest Income	\$	7,235.15	
Comm. of PA - Basic Ed	\$	-	
National School Lunch Program	\$	3,135.00	
Title I	\$	-	
Title II	\$	7,343.52	
Title III	\$	5,704.93	
Title IV	\$	2,376.36	
ARP ESSER Homeless C&Y	\$	-	
PA SMART Grant	\$	-	
PCCD Grant	\$	-	
Section 1305 & 1306	\$	-	
E-Rate	\$	-	
SD Special ED	\$	264,958.00	
CARES Act - ESSER	\$	-	
ARP ESSER	\$	88,710.58	
COVID-19 SECIM	\$	-	
Ready-to-Learn Grant	\$	-	
Retirement	\$	1,840,223.36	
Rental Subsidy	\$	44,705.54	
Medical Access	\$	-	
Social Security	\$	-	
Property Tax Relief	\$	-	
SD Transportation	\$	-	
NP Transportation	\$	-	

Balance - 09/30/2022 \$ 8,698,463.82

**ADD: PA Local Government Investment Trust -**

Balance - 09/1/2022	\$	45,937.47	
Deduct: Transfer to General Fund	\$	-	
Add: Interest Income	\$	85.72	
Transfer from General Fund	\$	-	
Balance - 09/30/2022	\$		<b>46,023.19</b>

**ADD: Meridian Bank -**

Balance - 09/1/2022	\$	5,571,148.17	
Deduct: Transfer to General Fund	\$	-	
Add: Interest Income	\$	8,880.63	
Transfer from General Fund	\$	-	
Balance - 09/30/2022	\$		<b>5,580,028.80</b>

**ADD: People's Security Bank & Trust -**

Balance - 09/1/2022	\$	12,633,298.49	
Deduct: Transfer to General Fund	\$	(17.00)	
Add: Interest Income	\$	35,991.22	
Transfer from General Fund	\$	5,000,000.00	
Balance - 09/30/2022	\$		<b>17,669,272.71</b>

**ADD: UNIVEST Bank & Trust -**

Balance - 09/1/2022	\$	27,109,654.62	
Deduct: Transfer to General Fund	\$	(2,109,674.62)	
Add: Interest Income	\$	76,326.87	
Transfer from General Fund	\$	10,000,000.00	
Balance - 09/30/2022	\$		<b>35,076,306.87</b>

**ADD: TD Bank**

Balance - 09/1/2022: Schuylkill Escrow	\$	13,662.34	
Add: Interest Income	\$	21.73	
Deduct: Transfer to General Fund	\$	-	
Balance - 09/30/2022	\$		<b>13,684.07</b>

**ADD: WSFS Money Market**

Balance - 09/1/2022	\$	1,003,671.30	
Deduct: Transfer to General Fund	\$	-	
Add: Interest Income	\$	1,513.21	
Transfer from General Fund	\$	-	
Balance - 09/30/2022	\$		<b>1,005,184.51</b>

<b>TOTAL CASH AVAILABLE FOR USE AS OF 09/30/2022</b>
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<b>\$ 85,339,477.26</b>
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**CAPITAL RESERVE FUND:**

Cash Balance - 09/1/2022	\$	1,919,557.93	
ADD: Interest	\$	2,715.81	
ADD: Transfer from General Fund	\$	-	
Deduct - Bills	\$	(162,458.58)	
Cash Balance - 09/30/2022			\$ 1,759,815.16

**CONSTRUCTION FUND:**

CASH BALANCE - 09/1/2022	\$	274,096.97	
ADD: Interest on Construction Fund	\$	508.95	
ADD: Transfers In	\$	381,115.00	
Deduct: Bills	\$	-	
CHECKING ACCOUNT BALANCE - 09/30/2022			\$ 655,720.92

INVESTMENT REPORT  
GENERAL FUND

INVESTMENT REPORT								
GENERAL FUND		Month of September 2022						
INSTITUTION	AMOUNT	RATE	TYPE	MATURITY	INTEREST PAID THIS MONTH	INTEREST AT MATURITY		
<b>WSFS</b>	17,250,513.29	1.95%	Variable		34,460.70			
Money Market	1,005,184.51	1.95%	Variable		1,513.21			
<b>PSDLAF</b>	5,207,753.40	2.19%	Variable		7,235.15			
Treasury Bill	1,490,710.42	1.25%	Fixed	11/3/22		9,289.58		
Treasury Bill	2,000,000.00	2.90%	Fixed	2/16/23		30,032.88		
<b>PLGIT</b>								
PA Local Government	46,023.19	2.27%	Variable		85.72			
<b>Meridian Bank</b>	5,580,028.80	2.00%	Variable		8,880.63			
<b>People's Security B&amp;T</b>	17,669,272.71	2.35%	Variable		35,991.22			
<b>UNIVEST</b>	35,076,306.87	3.25%	Variable		76,326.87			
<b>TD Bank</b>	13,684.07	1.70%	Variable		21.73			
Matured this month								
<b>TOTALS</b>	<b>85,339,477.26</b>				<b>164,515.23</b>	<b>39,322.46</b>		

INVESTMENT REPORT  
GENERAL FUND  
YTD INVESTMENT INCOME

Investment Income 2022-23								
General Fund								
	Total	WSFS	PSDLAF	PLGIT	TD Bank	Meridian	PSB&T	UNIVEST
<b>July</b>	38,957.33	3,780.29	1,832.87	48.74	12.13	3,071.32	11,298.13	18,913.85
<b>Aug</b>	71,312.58	9,956.54	2,485.90	74.81	19.47	6,130.65	20,494.30	32,150.91
<b>Sept</b>	164,515.23	35,973.91	7,235.15	85.72	21.73	8,880.63	35,991.22	76,326.87
<b>Oct</b>	-							
<b>Nov</b>	-							
<b>Dec</b>	-							
<b>Jan</b>	-							
<b>Feb</b>	-							
<b>Mar</b>	-							
<b>Apr</b>	-							
<b>May</b>	-							
<b>June</b>	-							
<b>Total</b>	274,785.14	49,710.74	11,553.92	209.27	53.33	18,082.60	67,783.65	127,391.63

## Owner's Representative Proposal

Dear Mr. Gibson,

We are pleased to submit our proposal to provide Owner's Representative Services to Phoenixville Area School District (PASD). These services will be applicable for the new construction of Hares Hill Elementary School. Our experience with PASD has been positive and we hope to partner with the district again and share further success.

Thank you for the opportunity and consideration. The rates below are what we based our proposal on. The same rates would be used for any additional services.

**Programing fee:** \$20,000

**Pre-Construction, Bid and Award:** \$100,000 (Billed hourly, plus expenses)

Approximate duration: 10 Months, 10/17/2022 through 8/17/2023

**Construction Phase:** \$836,000

Approximate duration: 20 months, 8/22/2023 through 4/22/2025

**Close Out:** \$35,000 (Billed hourly, plus expenses)

Approximate duration: 3 months, 4/25/2025 through 7/25/2025

**Management fees total:** \$991,000

### **Hourly Rates:**

Senior Project Manager: \$135

Site Manager: \$135

Project Manager: \$130

Project Assistant: \$120

Administrative Support: \$85

Please feel free to contact us to review our proposal in further detail. Once the Design Team is selected, we may be able to fine tune our cost. Determining the project scope, responsibilities, and the project timeline will allow us to be more efficient and accurate with our cost.

***Anthony Cutrufello*** | Principal

Accurate Construction Management, LLC.

227 Parkview Drive | Springfield PA, 19064



September 29, 2022

Mr. Kenneth Gibson  
Executive Director of Operations  
Phoenixville Area School District  
Administration Building  
386 City Line Avenue  
Phoenixville, PA 19460

RE: Proposal for Act 2 Reporting and Consulting  
30-Acre Parcel  
Hares Hill Road, Schuylkill Road, and Ridge Road  
East Pikeland Township, Chester County, Pennsylvania

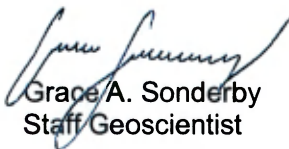
Dear Mr. Gibson:

Environmental Standards, Inc. (Environmental Standards) is pleased to submit this Proposal for environmental consulting services in regard to Act 2 Reporting for the 30-acre parcel located within a triangular shape created by Hares Hill Road, Schuylkill Road, and Ridge Road in East Pikeland Township, Pennsylvania (Site).


A summary of proposed tasks, services, and costs are presented in the attached Cost Estimate.

We appreciate this opportunity to provide you with this Proposal. If you should have any questions or comments, please feel free to contact the undersigned at 610.935.5577.

Respectfully,

  
Grace A. Sonderby  
Staff Geoscientist

Concurred by,

  
Stephen D. Brower, P.G.  
Director of Geosciences/  
Principal

GAS/SDB:tn

Enc.





Setting the Standards for Innovative Environmental Solutions

## **PROPOSAL AGREEMENT**

The following is a Proposal by Environmental Standards, Inc. (hereinafter “Environmental Standards”), a Pennsylvania corporation located at 1140 Valley Forge Road, P.O. Box 810, Valley Forge, PA 19482-0810, to Phoenixville Area School District (hereinafter “PASD” or “Client”), 386 City Line Avenue, Phoenixville, PA 19460, made this 29<sup>th</sup> day of September 2022. This Proposal is not extended to any other organization or entity other than to whom it is addressed and may not be used for any other purpose.

The performance of those services described herein by Environmental Standards shall be governed by Environmental Standards’ May 2017 *Terms of Service*, a copy of which is attached hereto and incorporated as part of the Proposal, which together, upon acceptance by the undersigned, shall constitute the complete and exclusive statement of the terms of service of the binding agreement between the parties.

This Proposal applies only to the following circumstances:

**PROJECT:** Act 2 Reporting  
Environmental Site Investigation  
30-Acre Parcel  
Hares Hill Road, Schuylkill Road, and Ridge Road  
East Pikeland Township, Chester County, Pennsylvania

### **CIRCUMSTANCES:**

Environmental Standards is retained by Client to provide environmental consulting services at the above-referenced project location. The Scope-of-Work for the Project is provided below.

#### **Task 1 – Remedial Investigation Report and Cleanup Plan**

The current plan for the project is to use an Act 2-based Site-Specific Standard to achieve cleanup objectives. For a Site-Specific Standard, PA DEP requires the submission of a Remedial Investigation Report and Cleanup Plan. This document identifies the remedial/site management plan to PA DEP and requires PA DEP approval prior to remedy implementation. The plan will identify current site conditions, proposed environmental activities, and the specific approach for managing the Site through the Act 2 Program.

#### **Task 2 – Risk Assessment and Final Report**

Similar to Task 2, it is anticipated that a Risk Assessment and Final Report will have to be submitted for the site. Upon completion of site capping activities, Environmental Standards will submit a Final Report in an effort to demonstrate attainment of Act 2 standards and obtain a Release of Liability (ROL) for the Site (provided the data meet the demonstration of attainment requirements). Environmental Standards will assess analytical data to evaluate the success of demonstrating attainment of Act 2 standards.

The PA DEP-required Risk Assessment and Final Reports will be comprehensive documents addressing soil and groundwater at the site and will include historic and current groundwater data. The Final Report will present the following information:

- Site description and history.
- Summary of Site activities.
- Summary of analytical results.
- Site conceptual model.
- A description and rationale for the selected standard.
- Tables summarizing groundwater gauging and quality data.
- Site maps depicting groundwater quality and flow.
- An exposure assessment.
- Slug testing results (if necessary).
- Fate and transport results.
- Demonstration of attainment.
- Laboratory analytical reports.

A draft final report will be prepared for PASD review and approval prior to final submittal to PA DEP. Environmental Standards will review and incorporate a single round of PASD comments, finalize the report, and submit hardcopy and electronic report copies to PA DEP and PASD as required.

### Task 3 – Project Management and Consulting

During remediation and construction, Environmental Standards will provide support and as-needed consulting to the School District. This task will include site visits as needed, conference calls, meetings, and presentations as necessary.

### **PROJECT COSTS AND PAYMENT TERMS:**

Based on our current understanding of the project and Site conditions, the Estimated Probable Cost (EPC) to perform the above-described Scope-of-Work is **\$31,626.00** and is detailed on Table 1 (attached). Only those costs incurred will be charged, but costs will not exceed the EPC without the Client's prior approval. Environmental Standards will notify the Client if Site conditions that warrant a scope modification are encountered prior to undertaking additional work or sampling at the Site. The EPC is a budget estimate to cover services described herein and no other services shall be provided or are implied.

Invoices will be submitted monthly with payment expected within 30 days. The information generated as a result of these services will not be considered Client property unless payment for these services is received in its entirety.

If this Proposal is acceptable to you, please indicate your agreement by having an authorized agent sign and date the enclosed copy of this Proposal in the space provided below and return the executed copy to the undersigned. Upon receipt of the acceptance copy, we will commence the performance of the services described herein.

For Client:

For Environmental Standards:

\_\_\_\_\_  
Signature

Stephen D. Brower  
Signature

\_\_\_\_\_  
Name (printed)

Stephen D. Brower, P.G.                      9/29/2022  
Name (typed/printed)                      Date

\_\_\_\_\_  
Title

Director of Geosciences/Principal  
Title

**Table 1 - Estimated Cost Summary**  
**Phoenixville Area School District**  
**Act 2 Reporting - 30-Acre Parcel**  
**Hares Hill Road, Schuylkill Road, and Ridge Road**  
**East Pikeland Township, Chester County, Pennsylvania**



<b>Task 1 - Remedial Investigation Report and Cleanup Plan</b>	<b>Budgeted</b>		
	<b>Rate</b>	<b>Hours/Units</b>	<b>Cost Estimate</b>
<u>Environmental Standards Employee</u>			
Principal Geoscientist	\$232	3	\$ 696
Geoscience Department Manager	\$212	8	\$ 1,696
Project Geoscientist	\$143	20	\$ 2,860
Staff Geoscientist III	\$129	15	\$ 1,935
Staff Geoscientist I	\$101	5	\$ 505
GIS Professional II	\$108	5	\$ 540
Technical Editor	\$82	2	\$ 164
Word Processor	\$76	2	\$ 152
PA DEP Reporting Fees	\$500	1	\$ 500
Newspaper and public notification	\$1,500	1	\$ 1,500
<b>Task 1 Total</b>			<b>\$ 10,548</b>

<b>Task 2 - Risk Assessment and Final Report</b>	<b>Budgeted</b>		
	<b>Rate</b>	<b>Hours/Units</b>	<b>Cost Estimate</b>
<u>Environmental Standards Employee</u>			
Principal Geoscientist	\$232	3	\$ 696
Geoscience Department Manager	\$212	8	\$ 1,696
Project Geoscientist	\$143	20	\$ 2,860
Staff Geoscientist III	\$129	15	\$ 1,935
Staff Geoscientist I	\$101	5	\$ 505
GIS Professional II	\$108	10	\$ 1,080
Technical Editing	\$82	2	\$ 164
Word Processing	\$76	2	\$ 152
Final Report Newspaper Notice	\$1,500	1	\$ 1,500
Final Report PA DEP Fee	\$750	1	\$ 750
<b>Task 2 Total</b>			<b>\$ 11,338</b>

<b>Task 3 - Project Management and Consulting</b>	<b>Budgeted</b>		
	<b>Rate</b>	<b>Hours</b>	<b>Cost Estimate</b>
<u>Environmental Standards Employee</u>			
Principal Geoscientist	\$232	10	\$ 2,320
Geoscience Department Manager	\$212	10	\$ 2,120
Project Geoscientist	\$143	20	\$ 2,860
Staff Geoscientist III	\$129	15	\$ 1,935
Staff Geoscientist I	\$101	5	\$ 505
<b>Task 3 Total</b>			<b>\$ 9,740</b>

**Total Estimated Probable Cost 31,626**

9/29/2022

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- Formation Of Contract
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- Sampling Of HazMat
- Non-Solicitation
- Publicity
- Miscellaneous

# Environmental Standards, Inc. TERMS of SERVICE



## 1. Formation Of Contract.

This Proposal is valid for a period of thirty (30) days from the date it is issued by Environmental Standards, Inc. ("Environmental Standards"). It may be withdrawn or modified by Environmental Standards at any time prior to acceptance by its recipient (the "Client"). Client and Environmental Standards are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party." Any term of Client's acceptance of this Proposal which is in any way inconsistent with or in addition to these Terms of Service shall not be binding upon Environmental Standards, unless otherwise expressly agreed in writing by Environmental Standards. Client's acceptance of this Proposal is limited to the terms of this Proposal, including these Terms of Service. If Client objects to any of these Terms of Service, such objections must be made in writing and received by Environmental Standards at the address stated in this Proposal prior to the commencement of the services provided by Environmental Standards hereunder ("Services"). Client's acceptance of this Proposal or acceptance of any of the Services or report, work product, opinion or other deliverable provided by Environmental Standards hereunder (collectively, "Deliverables") it covers shall be conclusively deemed to be acceptance of all of these Terms of Service. Environmental Standards' failure to object to terms contained in any communication from Client shall not be deemed to be a waiver of these Terms of Service.

## 2. Scope Of Work; Deliverables.

(a) The scope of work ("Scope of Work") for certain Services or Deliverables (collectively, a "Project") may not be fully definable at the time of this Proposal. As the work on the Project progresses, the facts uncovered may require a change which may alter the Scope of Work set forth in this Proposal. Environmental Standards will inform the Client of such situations so that Change Orders (as defined below) can be executed by Environmental Standards and Client as appropriate. In the event of a disagreement between the Parties about the Scope of Work or cost indicated in any proposed Change Order, either Party may terminate the Project by written notice to the other, in which event such termination shall be effective upon Environmental Standards' receipt of (i) all payments due for Services and Deliverables provided through and including the date of termination, (ii) the

reimbursement for all costs incurred or committed by Environmental Standards in connection with the terminated Project, and (iii) all expenses incurred by Environmental Standards as a consequence of such termination, including settlement costs with subcontractors. Such payment and reimbursement shall be made by Client no later than ten (10) days following Client's receipt of Environmental Standards' invoice thereof.

(b) Upon delivery to Client by Environmental Standards of any Deliverable hereunder and subject to Client's payment of all fees and expenses due hereunder, Environmental Standards shall grant to Client an irrevocable, worldwide non-transferable and non-exclusive license to use such Deliverable for its internal purposes only. With respect to any Deliverables which are technical, managerial guidance, quality control and/or quality assurance documents, in particular, Client agrees that such Deliverables are to be considered site-specific and cannot be used for any other purpose or with reference to any other site; and that with respect to Deliverables which are quality control and/or quality assurance documents, in particular, Client agrees that such Deliverables are also to be considered date specific and cannot be used for any other purpose with reference to any other date. No right to: (1) adapt, copy, distribute or modify such Deliverable or prepare derivative works based upon such Deliverable or (2) to authorize others to do any, some, or all of the foregoing, is granted to Client unless Client obtains Environmental Standards' prior written permission through an amendment of this Proposal. During the term of this Proposal, and at all times thereafter, Client agrees to exercise utmost diligence to protect and safeguard the Deliverables from disclosure, dissemination or distribution to any third parties. In addition to such disclosure, dissemination or distribution being a violation by Client of the terms hereof, Environmental Standards disclaims any and all liability arising out of the use of all or any part of its Deliverables by any party other than the Client, and any and all liability arising out of the use of all or any part of its Deliverables by Client other than as prescribed herein for the Project. Environmental Standards, or its licensors, as the case may be, shall have and retain exclusive ownership of (i) any inventions, discoveries, innovations, improvements, ideas, techniques or know-how conceived by Environmental Standards hereunder

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and (ii) Deliverables. This ownership includes the right to obtain, and hold in its own name copyrights, registrations, and similar protection which may be available for such items. Except as expressly provided herein, this Proposal does not grant or convey either directly, by implication or otherwise, any right or license to any invention, patent, copyright or other intellectual property of either party to the other party.

**3. Prices.**

(a) Unless this Proposal specifically provides otherwise, Environmental Standards' proposed fees constitute Environmental Standards' estimate of the probable cost required to complete the Project. The estimated probable cost identified in this Proposal shall not be deemed to be either a fixed price, guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing services with respect to the Project identified in this Proposal, unless this Proposal expressly states that the Services and Deliverables are to be provided on such a fixed price, guaranteed maximum or "guaranteed not-to- exceed" basis.

(b) If this Proposal provides for payment on a time and materials basis, the following terms shall apply:

(i) The minimum time segment for charging of field or on- site work shall be four (4) hours. For work done at any of Environmental Standards' offices, the minimum time segment for charging of work shall be one-tenth (1/10) of an hour. There shall be no premium charge for overtime. Personnel time associated with travel shall be charged at the full rate during the standard business hours of 8 a.m. to 5 p.m. Eastern Standard Time on Monday through Friday and at one-half (1/2) the full rate for travel outside of those times.

(ii) When the Statement of Work provides for Services or Deliverables to be provided by specific individuals and the time and material rate is based on the salary cost of those specific individuals, normal and customary salary increases (other than those associated with a promotion to a position of substantially greater responsibility) will become effective immediately upon Environmental Standards' authorization and will be reflected in the next invoice submitted to Client.

(a) (iii) Expenses properly chargeable to Client shall include, without limitation, the following: travel and living expenses of Environmental Standards' personnel on business connected with the Services and Deliverables to be provided; shipping costs; reproduction and bindery costs at Environmental Standards' standard rates; equipment rental charges; the costs of professional, analytical and technical subcontractors and advisors retained in connection with the Services and Deliverables to be provided; the costs of identifiable drafting and

stenographic supplies; and the costs of expendable materials and supplies purchased specifically for the Services and Deliverables to be provided. A fifteen percent (15%) financial risk, subcontractor risk, and administrative fee charge shall be added to all Project expenses.

**4. Payment.**

(a) Invoices will be submitted on a monthly basis and shall be payable within thirty (30) days of the invoice date. Invoices will be issued either for completed Project(s) or for work in progress, as Environmental Standards shall determine. Client will have 10 days from receipt of Invoice to dispute any charges on the invoice. Any disputes by Client must be in good faith and presented in writing to Environmental Standards with an explanation of the reason for the dispute. If no dispute is received in writing within the 10-day period then the invoice is deemed to be accepted by Client. Both parties will make all reasonable efforts to resolve any disputes. Unpaid balances (excluding only amounts under a good faith written dispute as provided herein) shall be subject to interest at the rate of one and one-half percent (1 1/2%) or the maximum permissible under applicable state law, whichever is less, for each month or portion thereof Client's payment is overdue, starting thirty (30) days from the invoice date. Payments received will be applied first to any accrued interest, with the balance of the payment then applied to any unpaid fees. In addition, Environmental Standards may, after giving three (3) days written notice, suspend all Services and delivery of Deliverables, without liability, until all past due accounts (including fees and interest accrued) have been paid. Timely payment by Client is a material condition of this Proposal and failure to timely pay shall relieve Environmental Standards of any further obligation to perform hereunder.

(b) If the materials, services, or supplies obtained by Environmental Standards used in connection with the Project are subject to local or state taxes or fees, such additional costs shall be paid directly by Client, or if Environmental Standards has advanced the same, reimbursed to Environmental Standards.

(c) In the event Environmental Standards has to take legal action to be paid for any amount due from Client, all legal fees and collection costs associated with such action shall be reimbursed to Environmental Standards by Client. In the event any judgment is obtained by Environmental Standards against Client, post-judgment interest shall be collected at the applicable state statutory rate.

(d) If Environmental Standards personnel or records are requested or subpoenaed for depositions, examination, or court appearances in support of, or relating to, Client at any time, Environmental Standards shall be paid on a time-and-material basis in

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accordance with Environmental Standards' then current standard billing rates for such matters, and shall be reimbursed for all out-of-pocket costs, including, but not limited to expenses for outside counsel or consultants, incurred in connection with such matters. Further, Environmental Standards shall be reimbursed as described herein for the cost of responding to any subpoena whether or not documents are actually produced.

(e) The provisions of this Section 4 shall survive the completion of the Services and Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

## 5. Changes In Work.

(a) Any change to the scope of work, compensation, or time schedule for the Services or Deliverables set forth in this Proposal shall be authorized by a written change order signed by Environmental Standards and Client (a "Change Order").

(b) In the event Client desires Environmental Standards to (i) perform work beyond the scope of work set forth in this Proposal, or (ii) change, alter, add to, or deduct from the Services or Deliverables set forth in this Proposal, Client shall notify Environmental Standards in writing and request a proposal for a Change Order covering such changes, including the associated changes in Project cost and schedule. Unless authorized by a Change Order, Environmental Standards will not, and will have no obligation to, proceed to execute the requested changes, except in case of an emergency endangering life or property, in which case Environmental Standards shall proceed in accordance with Section 5(e) hereof.

(c) Except as the Parties may have otherwise agreed as part of this Proposal, in the event Environmental Standards encounters at any time during the performance of work in connection with this Proposal conditions relating to the Project differing from those reflected in this Proposal or any concealed or unknown conditions that will result in a change to the scope, cost, and/or schedule for conducting the work, Environmental Standards shall be entitled to an equitable adjustment to the compensation and schedule for completion of the Services and Deliverables, irrespective of whether the Parties are able to agree upon a Change Order with respect to such adjustments. Client further acknowledges that the compensation payable to Environmental Standards under this Proposal, including and as may be modified under this Section 5(c), is acceptable to Client.

(d) Prior to the issuance of any Change Order, the Parties through their authorized representatives, shall negotiate in good faith the monetary amount by which the contract compensation shall be increased or

decreased as a result of the proposed Change Order in accordance with one or more of the following contract pricing methods:

- (i) By agreed lump sum; or
- (ii) By unit prices; or
- (iii) On a time-and-material basis.

(e) In an emergency affecting the safety of persons or property, where it is impracticable for Environmental Standards to obtain immediate authorization from Client, Environmental Standards shall act, at its discretion, to prevent threatened damage, injury, or loss. Environmental Standards shall be entitled to an equitable adjustment to the compensation and schedule for completion of the Services and Deliverables on account of such emergency work, irrespective of whether the Parties are able to agree upon a Change Order with respect to such adjustments.

## 6. Delays.

(a) The compensation and time schedule set forth in this Proposal shall be subject to increase on account of unreasonable delays caused by the Client's failure to provide specified facilities or information or for delays caused by Force Majeure (as that term is defined below). Work stoppage or interruption caused by any of the above shall entitle Environmental Standards to an equitable adjustment to the compensation and schedule for completion of the Services and Deliverables as a result of such work stoppage or interruption, irrespective of whether the Parties are able to agree upon a Change Order with respect to such adjustments.

(b) Environmental Standards shall be excused from performing an obligation under this Proposal and shall not be considered in default to the extent its performance has been prevented, in whole or in part, by (i) an act of Force Majeure (as that term is defined below), or (ii) the non-performance by Client of its obligations under this Proposal. If Environmental Standards is prevented by Force Majeure from performing any of its obligations under this Proposal, other than making payments due and payable hereunder, it is agreed that upon providing notice (which may be oral) and full particulars of such Force Majeure to Client as soon as practicable after commencement of the occurrence of the cause relied on, the obligations of Environmental Standards, so far as they are affected by such Force Majeure, shall be suspended but only during the continuation of such inability, and Environmental Standards shall use commercially reasonable efforts to remedy such cause or inability as soon as practicable.

(c) "Force Majeure" shall mean, without limitation, (i) any act of God, war, riot, fire, rupture, explosion, flood, strike, injunction, governmental action, inaction, or order, transportation failures, unavailability of materials, supplies or energy, or unscheduled outage or shut-

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down, (ii) any lockout or other labor disturbance, even if such lockout or disturbance is within the power of a Party to settle, or (iii) any other cause, whether similar or dissimilar to the foregoing, which is beyond the reasonable control of a Party claiming Force Majeure interference with the performance of such Party.

**7. Access To A Project Site.**

Client shall provide Environmental Standards during normal business hours with such access and usage of a project site and any additional site locations connected to the performance of the Project ("Project Site") so as to permit the performance of the Services and Deliverables in accordance with the time schedule set forth in this Proposal. Client shall provide clean and unobstructed space and areas at each Project Site for Environmental Standards' equipment and vehicles or those of Environmental Standards' authorized subcontractors. Prior to any boring, drilling, and/ or excavation work at any Project Site, Client shall, to the extent known, identify any underground or aboveground obstruction or utility that poses, or could potentially pose, a hazard to Environmental Standards or its subcontractors.

**8. Indemnification By Environmental Standards And Client.**

(a) Environmental Standards shall indemnify and hold harmless the Client and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Proposal and arising out of or connected with the performance of this Proposal, to the extent such injury, death or damage is caused by the sole negligence or willful misconduct of Environmental Standards or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents; and provided further that Environmental Standards' liability under this indemnity provision shall be limited to and not exceed the insurance coverages and associated limits of liability which Environmental Standards obtains pursuant to Environmental Standards' insurance coverage; and provided further that Environmental

Standards' obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.

(b) Client shall indemnify and hold harmless Environmental Standards and its directors, officers, employees, and agents from and against all liability,

claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity arising out of or connected with the performance of this Proposal, to the extent such injury, death or damage is caused by the negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents, excluding only those claims for which the Client is indemnified by Environmental Standards to the extent set forth in Section 8(a) above. Client shall also indemnify and hold harmless Environmental Standards and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, arising or related to any claim, investigation, proceeding, or action made or commenced by a third party based upon any Deliverable provided by Environmental Standards pursuant to this Proposal. The provisions of this Section 8 shall survive the completion of the Services or Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

**9. Warranties; Limitation Of Liability.**

(a) Environmental Standards neither makes, nor offers, nor shall Environmental Standards be liable to Client for, any express or implied warranties with respect to the performance of the Services or Deliverables. Recommendations, opinions and decisions by Environmental Standards are made on the basis of Environmental Standards' experience, qualifications and professional judgment and are not guaranteed. Environmental Standards shall not be regarded as a guarantor with respect to the Services or Deliverables provided to Client pursuant to this Proposal. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ENVIRONMENTAL STANDARDS AND WAIVED BY CLIENT.

(b) ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, IN NO EVENT SHALL ENVIRONMENTAL STANDARDS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INDEPENDENT PROFESSIONAL CONSULTANTS BE LIABLE TO CLIENT AND/OR ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, INCLUDING CLIENT'S INSURERS, FOR ANY LOST, DELAYED, OR DIMINISHED PROFITS, REVENUES, OR OPPORTUNITIES; LOSSES BY REASON OF SHUTDOWN OR INABILITY TO UTILIZE OR COMPLETE WORK AT ANY PROJECT SITE; OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER RESULTING FROM ENVIRONMENTAL STANDARDS' PERFORMANCE OR FAILURE TO PERFORM SERVICES OR DELIVERABLES PURSUANT TO THIS PROPOSAL.



# TERMS OF

- Formation Of Contract
- Scope Of Work
- Prices
- Payment
- Changes
- Delays
- Access To Site
- Indemnification
- Warranties
- Terminate
- Assignment
- Independent Contractor
- Confidentiality
- Sampling Of HazMat
- Non-Solicitation
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- Miscellaneous

(c) Anything to the contrary herein notwithstanding, Environmental Standards and Environmental Standards' officers, directors, members, managers, employees, agents and independent professional consultants, and any of them, shall not be liable to Client and/or anyone claiming by, through or under Client, including Client's insurers, for any amount greater than the price paid for the portion of Services or Deliverables as to which liability arises under this Proposal. Client hereby forever releases Environmental Standards and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the Client in excess of such amount. All of the foregoing limitations shall apply irrespective of whether Client's claim is based upon breach of contract, breach of warranty, contribution, negligence, strict liability or any other legal theory. The provisions of this Section 9, providing for limitations of and protections against Environmental Standards liability shall survive the completion of the Services or Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

## 10. Right To Terminate For Default.

(a) In the event that (i) either Environmental Standards or Client shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, (ii) a petition in bankruptcy shall be filed against either Environmental Standards or Client or a receiver appointed on account of its insolvency or (iii) either Environmental Standards or Client shall default in the performance of any express obligation to be performed by it under this Proposal and shall fail to correct such default (or if immediate correction is not possible, shall fail to commence and diligently continue effective action to correct the default), within ten (10) days following receipt of written notice thereof, then the other Party, without prejudice to any other rights or remedies, may terminate the Services and Deliverables to be provided by Environmental Standards, by written notice to the defaulting Party specifying the effective date of termination, provided that the other Party is given an opportunity for consultation with the terminating Party prior to any such termination.

(b) A waiver by either Party of one default of the other Party shall not be considered to be a waiver of any subsequent default of such other Party and shall not be deemed to amend or modify the terms of this Proposal.

(c) In the event of a termination of any portion of the Project pursuant to Section 10(a) hereof, in addition to any and all rights and remedies permitted under the law, a final invoice will be calculated on the first or fifteenth of the month (whichever next comes first) following the effective date of termination.

(i) Where the method of payment is based on a

"lump sum," the final invoice will be based on the percentage of the work completed on the Project up to the effective date of termination.

(ii) Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all Services, Deliverables and expenses associated with the Project up to the effective date of termination.

(iii) Where the method of payment is based on cost plus a fixed fee, the final invoice will be based on reimbursement for all costs up to the effective date of termination and a pro-rata share of the fixed fee.

For each of the above methods of preparing the final invoice, there shall be an additional charge for Project closeout equal to three percent (3%) of all Project billings to the effective date of termination, plus the reimbursement for all costs incurred or committed by Environmental Standards in connection with the terminated Project. This closeout charge shall not be considered a penalty, but represents a reasonable allowance for recovery of costs for demobilization and reassignment of personnel and equipment on short notice.

## 11. Assignment.

Neither Party shall assign its rights or obligations under this Proposal without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Environmental Standards may, without first obtaining Client's written consent, assign its rights and obligations hereunder to any direct or indirect subsidiary of Environmental Standards, now existing or hereafter created or acquired, or to any present or future Affiliate (as that term is hereafter defined) of Environmental Standards or to any entity which acquires all or substantially all of Environmental Standards' stock or assets or which is the successor to Environmental Standards in any merger, acquisition or other business combination, and upon receiving notice of such assignment, Client shall recognize the assignee as the contracting party under this Proposal. For the purposes of this Section, an "Affiliate" of a Party shall mean any other person or entity which controls, is controlled by, or is under common control with, such Party.

## 12. Independent Contractor.

This Proposal shall not give rise to an employment, partner, joint venture or agency relationship between Environmental Standards and Client. Environmental Standards shall be an independent contractor with respect to all the Services and Deliverables performed pursuant to this Proposal and, as such, shall be responsible for the supervision of its employees, the payment of their salaries, wages and benefits, and the withholding and proper disposition of all payroll taxes related thereto.

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**13. Confidentiality.**

(a) Unless required by law or court order, Environmental Standards and Client shall not disclose the substance of any report, test or recommendation which is shared between Environmental Standards and Client in connection with the Services and Deliverables under this Proposal, and Environmental Standards and Client shall treat all maps, data, reports, and other proprietary information relating to the Services and shared by Environmental Standards and Client as confidential, provided such proprietary information is clearly identified in writing by Client as being confidential.

(b) The obligations of confidentiality set forth above shall not apply to any information which (i) becomes generally available to the public; (ii) was generally available to the public on the date of this Proposal; (iii) was known to Environmental Standards prior to its dealings with Client; or (iv) was lawfully received by Environmental Standards from a third party without restriction or disclosure and provided such third party is not under an obligation of non-disclosure with Client or Environmental Standards. In recognition that Environmental Standards may perform similar services for others, this Proposal shall not prevent Environmental Standards from providing services or developing materials that are competitive with those developed or provided under this Proposal. Subject to the confidentiality restrictions contained in this Proposal, Environmental Standards shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how and techniques used in the course of providing the services, on other engagements; and Environmental Standards' other clients shall have the right to use materials incorporating such ideas, concepts, know-how and techniques.

**14. Sampling Of Hazardous Materials.**

Client recognizes that if the requested sampling or displacement of contaminated materials (whether above, on or beneath the Project Site or otherwise) is required, the materials may need to be handled as hazardous materials. Accordingly, when sampling is included in the Scope of Work and when determined by Environmental Standards in its sole and exclusive judgment to be necessary based on Environmental Standards' assessment of the degree of contamination, hazard and risk, Environmental Standards will inform Client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers at the Project Site for proper, lawful removal, transport and disposal by Client. Client waives any claim against Environmental Standards, and agrees to indemnify, defend and hold Environmental Standards harmless from and against any claim or liability for injury or loss which may arise as a result of any assumedly hazardous materials being left above, on

or beneath the Project Site after their containerization by Environmental Standards.

**15. Non-Solicitation**

(a) Client expressly recognizes and agrees that during the term Environmental Standards is providing the Services and Deliverables under this Proposal, Client will have direct contact and become familiar with one or more key employees of Environmental Standards, all of whom have been especially trained by Environmental Standards and who have accumulated the requisite skill and expertise to perform the tasks assigned to them at considerable expense to Environmental Standards, making said employees valued assets of Environmental Standards, the loss of which would result in hardship and irreparable injury and damage to Environmental Standards, the measurement of which would be difficult, if not impossible, to determine. Accordingly, during the term of the Project and for a period of one (1) year following the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal, Client agrees that, without the prior written consent of Environmental Standards, it shall not directly or indirectly solicit for employment or employ any person employed by Environmental Standards who became known to Client as a result of the activities related to the Project. For the purposes of this paragraph, the use of general non-targeted employment advertising (by newspaper, internet or the like) shall not be deemed to be direct or indirect solicitation.

(b) Client agrees that the protective covenants contained in this Agreement (including without limitation Section 2 and this Section 15) are of a special, unique and extraordinary character giving them a peculiar value, the breach of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, Client agrees that Environmental Standards shall be entitled as a matter of right for a breach of any such covenant, to injunctive and such other equitable relief to prevent client from breaching these covenants. Nothing herein shall be construed, however, as prohibiting Environmental Standards from pursuing any other remedies available to it for any breach or threatened breach of any covenant contained herein. In addition, Client agrees to indemnify, defend, and hold harmless Environmental Standards, and its directors, officers, employees and agents from and against all liability, claims, suits, losses, damages, costs and demands, including attorney's fees and expenses, sustained by any party or entity not a party to any agreement between Environmental Standards and Client arising out of or connected with the breach of any the covenants contained herein.

(c) In the event that any one or more of the provisions contained herein should ever be deemed to

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be excessively broad or to exceed the time, geographic or other limitations permitted by applicable law, Client and Environmental Standards hereby agree that such provision or provisions shall be and are hereby reformed to the maximum time, geographic or other limitations permitted by applicable law.

(d) The provisions of this Section 15 shall survive the completion of the Services and Deliverables hereunder and the expiration, cancellation, or termination of this Proposal or any agreement resulting from this Proposal.

**16. Publicity.**

Client agrees that Environmental Standards has the authority to use its name as a Client as a reference for other prospective clients. Furthermore, Environmental Standards may use Client's name in various marketing materials including a general description of the Project, work, or Services and Deliverables performed.

**17. Miscellaneous.**

No waiver by either Party of any right under this Proposal shall be construed as a waiver of any subsequent right, whether the same or different. Nothing in this Proposal shall create a contractual relationship with or cause of action in favor of a third party against Environmental Standards (as a third party beneficiary or otherwise). The rights, duties and obligations of the Parties which by their nature would continue beyond the termination of this Proposal shall survive the termination of this Proposal. This Proposal shall be governed by and shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflicts of laws principles thereof. Each Party hereto irrevocably submits to the exclusive jurisdiction of the Court of Common Pleas of Chester County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania for the purposes of any suit, action or other proceeding arising out of this Proposal, and agrees to commence any such

action, suit, or proceeding in such courts. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth in this Proposal shall be effective service of process for any such action, suit or proceeding. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Proposal in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) WITH RESPECT TO ANY PROCEEDING INVOLVING OR RELATING TO THIS PROPOSAL OR THE RELATIONSHIP CREATED HEREBY. In any adversarial proceedings between the Parties arising out of this Proposal, the Prevailing Party shall be entitled to recover from the other Party, in addition to any other relief awarded, all expenses that the Prevailing Party incurs in those proceedings, including reasonable attorneys' fees and expenses. For purposes hereof, "Prevailing Party" means the Party in whose favor final judgment, after appeal (if any), is rendered with respect to the claims asserted in any such action or proceeding. This Proposal, issued by Environmental Standards hereunder and accepted by Client as provided herein and each Change Order sets forth the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations and dealings between the Parties hereto relating to such subject matter. Neither course of performance, course of dealing, usage of trade nor oral promise shall be used to qualify, explain or supplement any of the terms of this Proposal. Any change in this Proposal must be set forth in writing and signed by a duly authorized representative of each Party hereto. The headings of Sections of this Proposal are inserted for convenience only and shall not constitute a part of this Proposal.



## **BELLWOAR KELLY LLP**

*Attorneys at Law*

126 West Miner Street #1 West Chester, PA 19382

(610) 314-7066

www.bellwoarkelly.com

Andrew J. Bellwoar

Evan J. Kelly

Ryan R. Grace

Jonathan R. Long

John J. Mahoney, *Of Counsel*

Paul J. Drucker, *Of Counsel*

Elizabeth Curtis Swain, *Of Counsel*

September 30, 2022

Via email: gibsonk@pasd.com  
Phoenixville Area School District

c/o Ken Gibson, Director of Operations and Technology

Re: Representation by Bellwoar Kelly, LLP

Dear PASD:

We appreciate being considered by the Phoenixville Area School District as Special Counsel for the new school building project. This letter will set forth the terms of the engagement between you and Bellwoar Kelly, LLP ("BK" or "Bellwoar Kelly") or its successor in conjunction with the rendering of professional services by BK to you. The terms of this engagement letter shall apply to all legal services that we perform in connection with the planning, design, approval process, etc connected to the new school building. We have successfully worked with PASD in the past to help bring about the newest building (the ELC and Manavon Elementary).

As discussed with the PASD administration, our firm is solicitor to East Pikeland Township. While this is likely to be a "friendly" approval process, we cannot represent both entities for this one project. I have spoken with the Chair of the Township Board of Supervisors, to let him know that my strong preference is to represent PASD for this project. He stated that the Township will allow me to do that and will waive any potential conflict. The potential for a conflict is applicable to PASD as well, as I continue to represent the Township on other matters. The Rules of Professional Conduct allow a lawyer to represent one client so long as it will not be directly adverse to the other client, or so long as there is no significant risk that my representation will be materially limited by my representation of the other client. After careful assessment of this matter, I reasonably believe that I will be able to provide competent and diligent representation to each of you (PASD for this project and the Township for matters NOT involving this project). I request the consent of PASD, by signature below.

We want to thank you for placing your trust in our firm in representing your interests. We will work with you to achieve the best outcome possible in each instance, based on the law and the facts. Effective legal representation requires a high level of cooperation between attorney and client. By signing this letter, you agree to cooperate with us, to keep us fully informed of all developments, and to perform your obligations under this letter. We, in turn, will rely on the information that you provide to us. We agree to provide the legal services reasonably required to represent you with respect to the matters assigned to us and to take reasonable steps to keep you informed of our progress and to respond to your inquiries.

Furthermore, we want to be certain that our efforts are consistent with your goals. If at any time you have a question, comment or concern, I ask that you raise it with us at once so that we can address the matter without delay.

In connection with our representation of you, BK will bill on a monthly basis for our unbilled time plus disbursements incurred during the preceding month. Our fees will be charged to you at BK's prorated hourly rates for those transactions to which we give substantive attention from time to time. Andrew Bellwoar will be primarily responsible for working with the Township. My standard hourly rate is \$420; however, we are willing to provide a reduced hourly rate as it is taxpayer money that pays our invoices. The reduced hourly rate is \$225 for partners, and paralegals bill at \$125. We reserve the right to utilize and assign those attorneys and support within BK as we deem necessary and appropriate to discharge our obligations pertaining to our representation of you. All hourly rates are subject to change from time to time, and typically on an annual basis at the commencement of the calendar year. We are approaching a new year, and we anticipate our rates will increase for the year 2023 to \$235 per hour.

You should also understand that BK operates as a firm. Therefore, a client who retains a particular lawyer within BK has, at its disposal, all of the expertise and resources that the firm can bring to bear upon his or her legal issue. Therefore, the lawyer who serves as your primary contact within BK may seek assistance from or assign responsibility for the undertaking to another lawyer who has experience in the particular area involved or is in a position to perform the work in a more cost efficient manner and who is for that reason in a position to do the work as efficiently as possible. In assigning work within the firm, we strive to achieve the most efficient mix of seniority and expertise, with the goal of providing effective representation to our clients on an economical and cost-efficient basis.

Our statements will contain reasonably detailed descriptions of the services rendered and the identity of the attorney rendering the services. We reserve the right to bill in minimum increments of two-tenths of an hour. Our services may also include a media charge for emails and local telephone charges as well as charges for all costs and out-of-pocket expenses, such as those incurred in connection with travel, long distance telephone calls, facsimiles, expert consultants and computer research, plus any applicable taxes.

The terms for payment of these statements will be 30 days after the date of such statement. I encourage you to talk with me if you have any comments or questions at all with respect to the statements that we send to you so that we can resolve any questions or problems which you might have before the statement becomes 30 days old as interest will be charged at the rate 1.5% per month on overdue accounts. In addition, in the event we have to resort to legal process to collect an overdue account, we shall also be entitled to collect from you reasonable legal fees, including, but not limited to, those fees resulting from time incurred by attorneys and paralegals of BK at their standard billing rates and costs of collection. We reserve the right to terminate our representation if payment is not received within 60 days of the date of a statement and you hereby agree not to contest our withdrawal from any court or administrative proceeding in the event payment has not been received within 60 days of the date of a statement.

You may terminate our engagement at any time. Subject to our ethical obligations to you, we may terminate our engagement with you at any time upon your non-payment of our fees and expenses on the basis set forth above, or when we otherwise believe it is appropriate to terminate our engagement.

During the course of our representation we will provide you with copies of correspondence and other documents related to our representation of you. As our client, we will honor your preferred method of communication; however, there may be instances that require use of a different or secondary method of communication to increase efficiency and responsiveness to you and your matter. Should you choose email as a preferred method of communication, it is important to note that electronic communication does not guarantee maximum efficiency when addressing substantial or intricate information and correspondence. In these circumstances, our attorneys may elect to communicate with you by phone or by other means, and will use their discretion in doing so. Consistent with our obligations under the Rules of Professional Conduct, we shall maintain the confidentiality of information relating to our representation of you. However, the use of such technology (by any business) carries inherent risks of unauthorized access or inadvertent disclosure. While reasonable steps will be taken to guard against such possibilities, the risks cannot be completely eliminated. Your execution of this letter will confirm that you understand the above-referenced risks and consent to the use of electronic communications.

While BK maintains a record retention policy, it does not necessarily require that all correspondence and documents pertaining to your matter be retained by Bellwoar Kelly. At the conclusion of our representation of you, we may inquire as to whether you wish to retain your file. In the event that you do not wish to do so, some of the records which we do not believe to be material may be destroyed. The balance of your file will be retained consistent with the terms of our retention policy. At the conclusion of that timeframe, you should assume that your file will be destroyed in a manner consistent with our ethical obligations regarding any confidential information.

If the foregoing correctly sets forth the understandings between you and BK pertaining to our engagement, please sign this letter where indicated below and return this letter to me.

We thank you very much for the opportunity to work with you. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Bellwoar Kelly, LLP

By: *Andrew Bellwoar*

Andrew J. Bellwoar, Esq.

We understand the potential for a conflict, and hereby waive the conflict.

Accepted and Agreed on this date: \_\_\_\_\_

Phoenixville Area School District

By: \_\_\_\_\_

# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the [redacted] day of [redacted] in the year 2022  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Phoenixville Area School District  
386 City Line Avenue  
Phoenixville, PA 19460

and the Architect:  
(Name, legal status, address and other information)

Schrader Group Architecture, LLC  
161 Leverington Avenue, Suite 105  
Philadelphia, PA 19127  
Telephone: 215-482-7440  
Fax: 215-482-7441

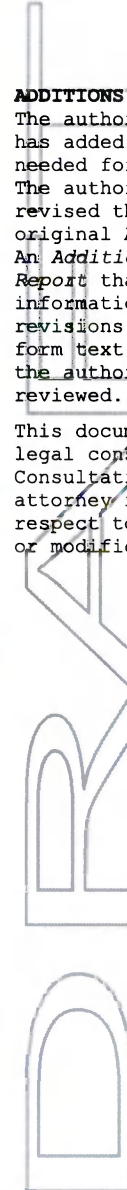
for the following Project:  
(Name, location and detailed description)

Design and Construction of a New Elementary School to be located at  
The Hares Hill Road Site  
East Pikeland Township  
Chester County, Pennsylvania

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**Design and construction of a new 700 student elementary school (with expansion capabilities to 900 students) for Grades 2-6. The specific building program will be developed as part of the Project.**

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**The Project will be located on an approximately 30-acre site located in East Pikeland Township, Chester County, PA that is owned by the Owner. The site is bound by Hares Hill Road to the north, Ridge Road to the east and Schulykill Road to the west.**

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

**A preliminary budget was developed as part of the prior community meetings and is attached as Exhibit A. The budget will be further developed as part of the Project.**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes:

(828787813)

The Draft Project Schedule is attached as Exhibit B

- .1 Design phase milestone dates, if any:

**Design Phase Complete 8/8/2023**

- .2 Construction commencement date:

**Construction Commences 10/23/2023**

- .3 Substantial Completion date or dates:

**Substantial Completion 6/15/2025**

- .4 Other milestone dates:

**Owner Occupancy 8/01/2025**

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

**Pennsylvania Public Bidding Process – Competitive Bid**

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

**Not fully established at the time of this Agreement**

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

**Mr. Kenneth Gibson  
Director of Operations and Technology  
Phoenixville Area School District  
386 City Line Ave  
Phoenixville, PA 19460  
484-927-5099**

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**To be determined**

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1 Geotechnical Engineer:

To be determined

- .2 Civil Engineer:

Civil Engineer will be retained by Architect

- .3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Schrader Group Architecture, LLC  
161 Leverington Avenue, Suite 105  
Philadelphia, PA 19127  
Telephone: 215-482-7440  
Fax: 215-482-7441  
David L Schrader, FAIA, LEED AP, A4LE Fellow, LEED AP, Managing Partner, Lead Programmer, Planner & Designer  
Danielle Hoffer, AIA, REFP, LEED Green Associate, Senior Project Manager

Project Team to include:

Devin Bradbury, AIA, LEED BD+C, Project Manager  
Eric Weiss, AIA, Project Architect  
Christopher Farmer, AIA, LEED Green Associate, WELL AP, Designer  
Jillian Kreglow, Associate AIA, Designer  
Charlotte Stoudt, NCIDQ, LEED AP ID + C., Interior Design  
Derek Perini, IIDA, NCIDQ, Interior Design  
Thomas Forsberg, PE, Principal, Structural Engineer  
Jeffrey Rothermel, PE, Structural Engineer

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Schrader Group Architecture, LLC  
153 East King Street, Suite 211-212  
Lancaster, PA 17602  
Telephone: 717-299-8965  
Fax: 717-293-4470

- .2 Mechanical, Electrical, Plumbing, Fire Protection Engineer, and Technology:

Snyder Hoffman Associates, Inc.  
1005 W. Lehigh Street  
Bethlehem, PA 18018

Telephone: 610-694-8020  
Fax: 610-694-0838

**.3 Site and Civil Engineer and Land Development Services:**

**T&M Associates, Inc.**  
1700 Market Street, Suite 3110  
Philadelphia, PA 19103  
Telephone: 215-282-7850  
Fax: 215-627-3459

**.4 Interior Design:**

**Schrader Group Architecture, LLC.**  
153 East King Street, Suite 211-212  
Lancaster, PA 17602  
Telephone: 717-299-8965  
Fax: 717-293-4470

**.5 Food Service Design:**

**Corsi Associates, LLC**  
P.O. Box 12867  
Philadelphia, PA 17176-0921  
Telephone: 610-541-0822  
Fax: 610-541-0828

**.6 Cost Estimating:**

**International Consultants, Inc.**  
221 Chestnut Street, Suite 200  
Philadelphia, PA 19106  
Telephone: 215-923-8888  
Fax: 215-592-8989

**§ 1.1.11.2 Consultants retained under Supplemental Services:**



**§ 1.1.12 Other Initial Information on which the Agreement is based:**



**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000.00 )** for each occurrence and **Two Million Dollars (\$ 2,000,000.00 )** in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000.00 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000.00 )** each accident, **One Million Dollars (\$ 1,000,000.00 )** each employee, and **One Million Dollars (\$ 1,000,000.00 )** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Three Million Dollars (\$ 3,000,000.00 )** per claim and **Three Million Dollars (\$ 3,000,000.00 )** in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall prepare an architectural program based on information furnished by the Owner. The Architect shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.



§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project unless noted as "Architect - Basic Services". The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2 except where noted as "Architect – Basic Services". Those services are provided as part of Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility (Architect, Owner, or not provided)</b>
§ 4.1.1.1 Programming	Architect-Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect-Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect-Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect-Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect-Basic Services – Land Development Approval Process is an additional service
§ 4.1.1.9 Landscape design	Architect-Basic Services
§ 4.1.1.10 Architectural interior design	Architect-Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect-Basic Services
§ 4.1.1.15 As-designed record drawings	Architect-Basic Services
§ 4.1.1.16 As-constructed record drawings	By Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect – One (1) Year Walk Through in Basic Services

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect will coordinate as part of Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect-Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect – Security System design only in Basic Services
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect, if required by owner – Additional Service
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect-Basic Services
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect-Basic Service-will assist with layout, color/material selections and procurement
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Plancon Approval Process (PDE)	Architect-Basic Services

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**To the extent that the Owner desires the Project to be constructed in accordance with LEED certification, the Owner and Architect shall agree upon a mutually agreeable scope of services and amount for such additional services, which shall be set forth in an amendment to this Agreement.**

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**Not applicable**

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Forty-Eight ( 48 )** visits to the site by the Architect during construction
- .3 **Two ( 2 )** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two ( 2 )** inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **Forty-five ( 45 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project..

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner

shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.



§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of Common Pleas of Chester County, PA
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

**Zero Dollars**

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**Ten Thousand Dollars (\$10,000.00)**

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*
  
- .2 Percentage Basis  
*(Insert percentage value)*

**four and seven-tenths percent (4.70 )** % of the Owner’s budget for the Cost of the Work as calculated in accordance with Section 11.6..3 Other  
*(Describe the method of compensation)*

**Land Development: The Architect will retain T&M Associates to provide land development design services for the purpose of land development approval process. T&M’s proposed fee for the Land Development services is One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) with an additional Ten Thousand Dollars (\$10,000.00) for reimbursable expenses. Civil Engineering and Landscape Design Services are provided as part of Architect’s Basic Services. Exclusions (i.e. Additional Services not in this Agreement): Boundary and Topographic Survey, wetlands delineation, bog turtle clearance work (if necessary), Traffic Impact Study, PennDOT Highway Occupancy Permits (surrounding roads including Hares Hill, Ridge and Schuylkill are all state roads), Phase I or II Environmental Site Assessment (ESA), Soils Infiltration Testing, Offsite Stormwater or Utility Design (if necessary), pump station design (if necessary).**

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**Unless the Owner and Architect agree to a lump sum fee for particular Additional Services, the fee shall be based upon hourly, billable rates for the Architect’s employees as identified in Exhibit C and at 100% of the amount billed and approved by the Owner for the Architect’s sub-consultants, subject to the no-to-exceed limitation proposed by the Architect and approved by the Owner.**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

**Unless the Owner and Architect agree to a lump sum fee for particular Additional Services, the fee shall be based upon hourly, billable rates for the Architect’s employees as identified in Exhibit C and at 100% of the amount billed**

and approved by the Owner for the Architect's sub-consultants, subject to the no-to-exceed limitation proposed by the Architect and approved by the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **ten** percent ( **10** %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming	Five	percent (	5	%)
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Based upon Hourly Rates in Exhibit C.

Employee or Category	Rate (\$0.00)
Hourly Rates in Exhibit C	

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

- .9 All taxes levied on professional services and on reimbursable expenses;
- ~~.10 Site office expenses;~~
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~ten~~ percent ( **10** %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**Not applicable**

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of **zero** (\$ **0** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **zero** (\$ **0** ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **sixty** ( **60** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

**nine (9) % annum**

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**12.1 Delays and Extensions of Time**

- .1 If the Architect is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Contractor, of an employee of either, or of a Consultant; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay deliveries, unavoidable casualties, natural occurrences beyond Owner's and Architect's control or other causes beyond the Architect's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolutions; (5) Pandemic related issues including guidelines or regulations put in place by Federal, State or Local governments, or by guidelines or regulations imposed by a building or property Owner; (6) by other causes that the Owner asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the parties may determine.

- 2 Claims relating to time shall be made in accordance with applicable provisions of Article 11.3.
- 3 This Section 12.1 does not preclude recovery of damages for delay by either party under other provisions of the Agreement.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~  
~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- Exhibit A – Conceptual Budget
- Exhibit B – Draft Conceptual Project Schedule
- Exhibit C – Hourly Rates

4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

David L. Schrader, FAIA, LEED AP, A4LE Fellow,  
 Managing Partner, Schrader Group Architecture,  
 LLC

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

# **EXHIBIT A**



**NEW ELEMENTARY SCHOOL**

Phoenixville Area School District  
Chester County, PA  
5/23/2022

**new construction**

AREA

New Construction 109,364 s.f.  
Total Building Area 109,364 s.f.

**OPTION 2 - Hares Hill Road Site**

648 Students

**BUDGET COST ANALYSIS**

Project Phase: Conceptual Estimate

**CONSTRUCTION**

NEW CONSTRUCTION		area	cost/s.f.	total
<b>Total New Construction Cost Estimate</b>				
1	GC (inclusive of General Conditions)	109,364 s.f.	\$215.00	\$ 23,513,153
2	Fire Protection	109,364 s.f.	\$14.00	\$ 1,531,089
3	Plumbing	109,364 s.f.	\$16.00	\$ 1,749,816
4	HVAC	109,364 s.f.	\$48.00	\$ 5,249,448
5	Electrical/ Comm and Security	109,364 s.f.	\$54.00	\$ 5,905,629
6				
	Subtotal		\$347.00	\$ 37,949,135
7	Design Contingency		10.0%	\$ 3,794,913
8	Subtotal			\$ 41,744,048
9	Escalation		12.0%	\$ 5,009,286
10	<b>Total New Building Cost Estimate</b>		\$427.50 s.f.	\$ 46,753,334
<b>SITE CONSTRUCTION</b>				
		area	cost/s.f.	total
11	Site Construction (including utilities)	109,364 s.f.	\$100.58	\$ 11,000,000
12	Off-Site Allowance (Roadway, Intersections)	1 LS	\$2,500,000	\$ 2,500,000
13				
	Subtotal		\$123.44	\$ 13,500,000
14	Design Contingency		10.0%	\$ 1,350,000
15	Subtotal			\$ 14,850,000
16	Escalation		12.0%	\$ 1,782,000
17	<b>Total Site Cost Estimate</b>		\$152.08	\$ 16,632,000
18	<b>TOTAL</b>		\$579.58	\$ 63,385,334

**DESIGN COSTS**

19	A/E Consultant Design Fee @	5.50%		\$ 3,486,193
20	Expenses			\$ 10,000
21	Civil Engineering Land Development Fees			\$ 200,000
22	Geotechnical Investigation			\$ 40,000
23	Land Survey Services			\$ 40,000
24	Inspection / Testing Services			\$ 250,000
25	Land Development Approvals			\$ 100,000
26	Asbestos Design Services			\$ -
27	<b>Total Design Services</b>			\$ 4,126,193

**MISCELLANEOUS COSTS**

28	County Conservation District			\$ 7,500
29	Demolition Permit @	1.50%	of cost	\$ -
30	Building Permit @	1.50%	of cost	\$ 950,780
31	Other Approvals			\$ 20,000
32	FFE			\$ 800,000
33	Technology Equipment for building			\$ 800,000
34	Financing Costs	1.00%	of cost	\$ 700,000
35	Construction Management	3.00%	of cost	\$ 1,901,560
36	Legal			\$ 40,000
37	Commissioning			\$ 125,000
38	Insurance			\$ 50,000
39	Move Costs			\$ 100,000
40	<b>Total Other Costs</b>			\$ 5,494,840

**PROJECT CONTINGENCY**

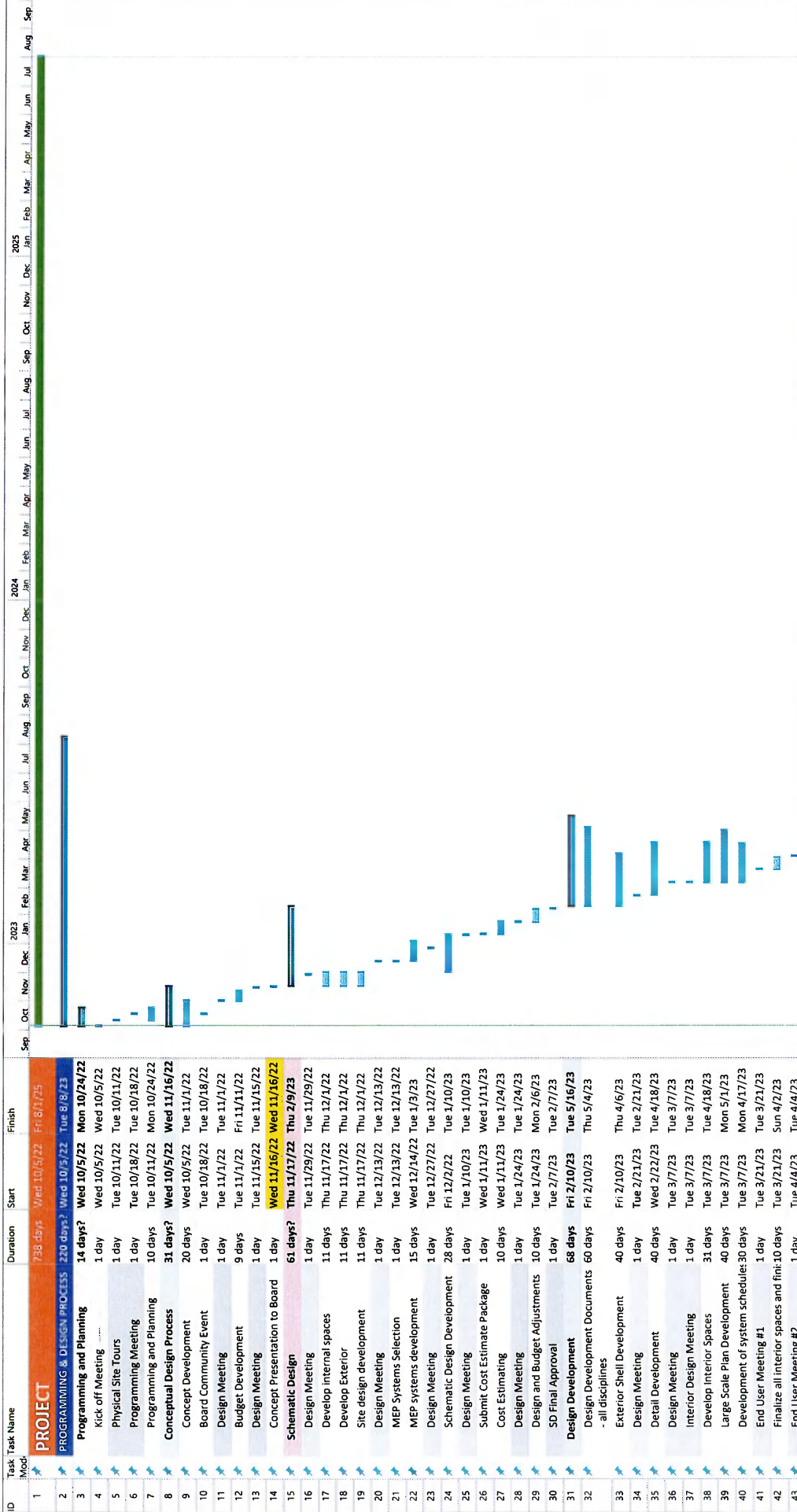
41	Subtotal all costs above			\$ 73,006,367
42	Project Contingency	5.00%		\$ 3,650,318

**CONCEPTUAL ESTIMATE**

\$ 76,656,685

# **EXHIBIT B**

PHOENIXVILLE AREA SCHOOL DISTRICT  
Hares Hill Elementary School - New Construction  
Design Schedule



Project: Phoenixville Area SD  
Hares Hill ES  
Date: Thu 10/6/22

Task: Summary, Project Summary, Inactive Task, Milestone

Manual Progress: [Progress bar]

External Milestone: [Milestone bar]

Start-only: [Start-only bar]

Finish-only: [Finish-only bar]

External Tasks: [External Tasks bar]

Duration-only: [Duration-only bar]

Manual Summary Rollup: [Manual Summary Rollup bar]

Manual Summary: [Manual Summary bar]

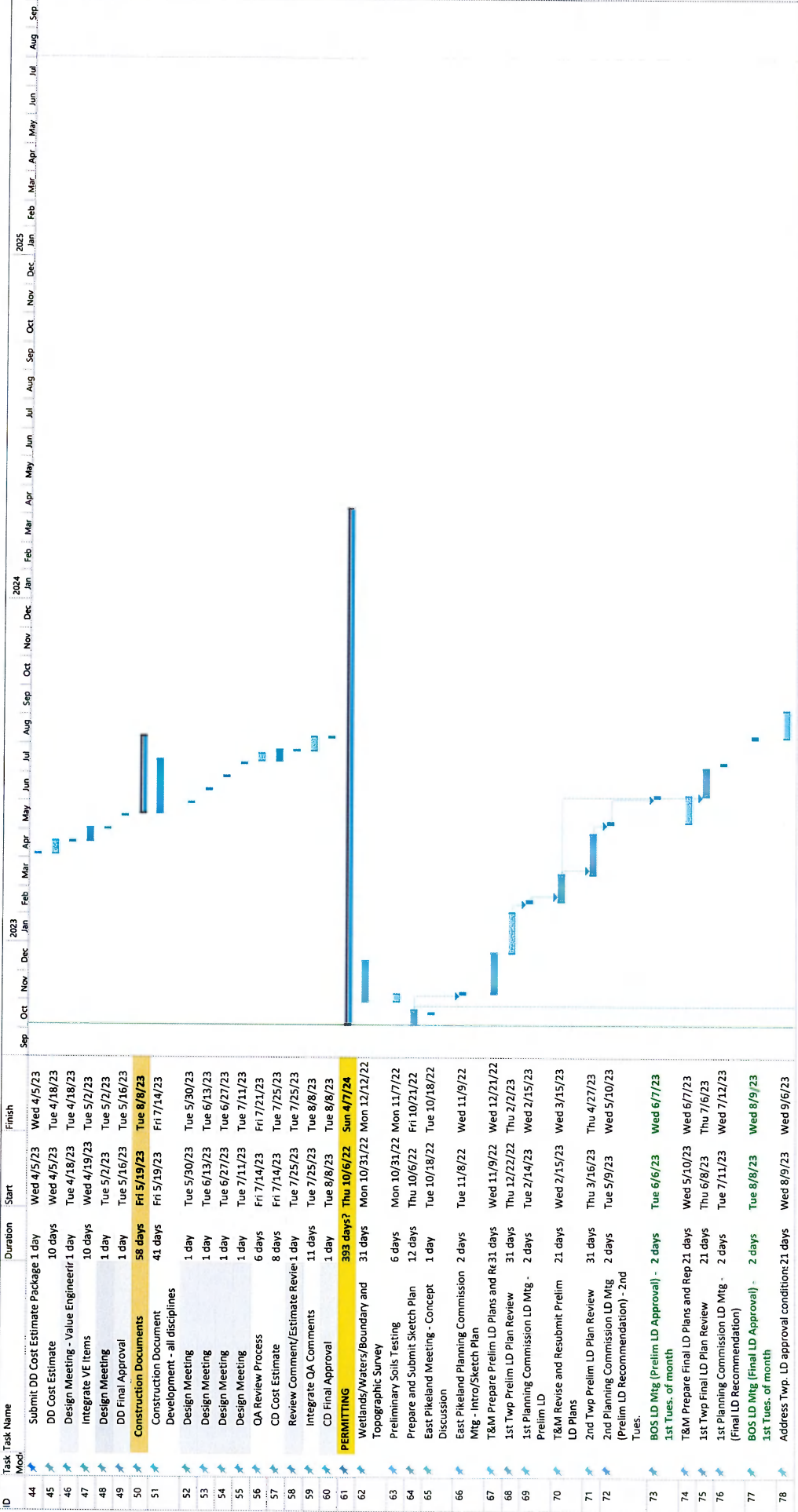
Manual Task: [Manual Task bar]

Inactive Milestone: [Inactive Milestone bar]

Inactive Summary: [Inactive Summary bar]

Manual Task: [Manual Task bar]

PHOENIXVILLE AREA SCHOOL DISTRICT  
Hares Hill Elementary School - New Construction  
Design Schedule



Project: Phoenixville Area SD  
Hares Hill ES  
Date: Thu 10/6/22

Task Split Milestone

Summary Project Summary Inactive Task

Inactive Milestone Inactive Summary Manual Task

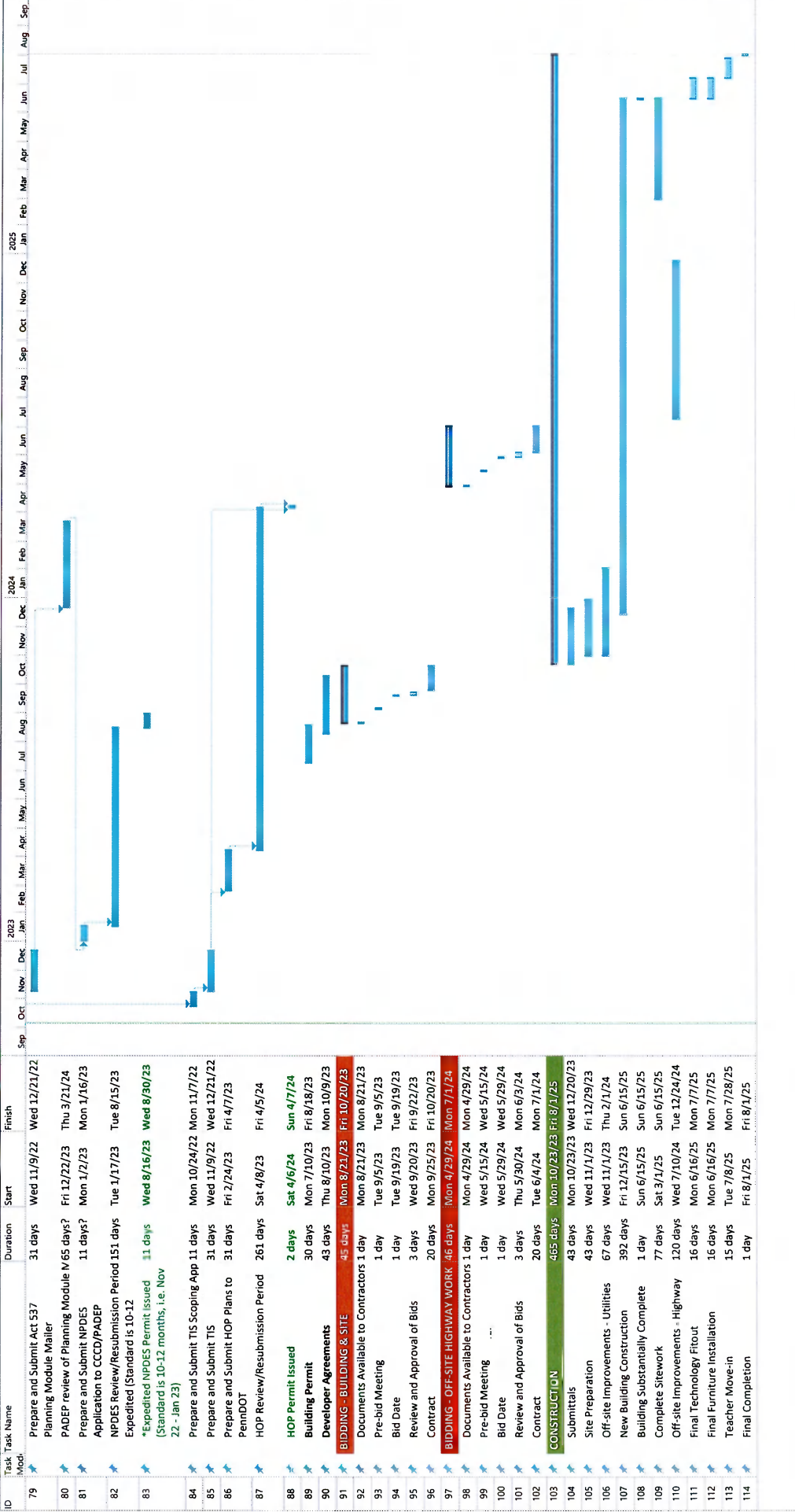
Duration-only Manual Summary Rollup Manual Summary External Task

Start-only Finish-only External Tasks

External Milestone Deadline Progress

Manual Progress

PHOENIXVILLE AREA SCHOOL DISTRICT  
Hares Hill Elementary School - New Construction  
Design Schedule



Project: Phoenixville Area SD  
Hares Hill ES  
Date: Thu 10/6/22

Task: Milestone, Summary, Project Summary, Inactive Task, Task Split

Inactive Milestone: Inactive Summary, Manual Task

Duration-only: Manual Summary Rollup, Manual Summary

Start-only: Start only, Finish-only, External Tasks

External Milestone: External Milestone, Deadline, Progress

Manual Progress

# **EXHIBIT C**

# SCHRADERGROUP

## SCHRADERGROUP architecture, LLC HOURLY RATES

2022 Rate Schedule\*

Employee Classification	Rate/Hr.
Principal	\$238.00
Senior Project Manager	\$218.00
Structural Senior Engineer	\$214.00
Structural Project Engineer	\$175.00
Project Manager	\$185.00
Project Architect	\$165.00
Interior Designer I	\$165.00
Interior Designer II	\$102.00
Design Engineer	\$165.00
Designer	\$136.00
Drafter/CADD Operator	\$136.00
Intern	\$102.00
Administrator I	\$174.00
Administrator II	\$102.00

### Unit Costs

Copies	8 ½ x 11	\$ .15 each
	8 ½ x 14	\$ .25 each
	11 x 17	\$ .30 each

Large Format Copies			
	24 x 36	30 x 42	36 x 48
Bond	\$ 3.87	\$ 5.64	\$ 7.73
Vellum	\$ 6.30	\$ 9.22	\$12.59
Mylar	\$10.21	\$14.91	\$20.42

Travel	\$ .585 per mile
Shipping	at cost

\* Rates are good through December 31, 2022. Rates are subject to cost of living adjustment every year.

2022 HOURLY RATE SCHEDULE

<u>Principal</u>	<u>\$190</u>
<u>Senior Engineer</u>	<u>\$140</u>
<u>Construction Administrator</u>	<u>\$125</u>
<u>Chief Designer</u>	<u>\$125</u>
<u>Engineer</u>	<u>\$110</u>
<u>Senior Designer</u>	<u>\$105</u>
<u>Designer</u>	<u>\$90</u>
<u>CAD/Revit Operator</u>	<u>\$80</u>
<u>Administrative Assistant</u>	<u>\$75</u>





## 2022 Schedule of Hourly Billing Rates

BILLING TITLE	BILLING RATE/HR	TYPICAL FUNCTIONAL TITLES
TECHNICAL AND FIELD STAFF ENTRY LEVEL	\$75.00	Junior Technician, Junior Landscape
FIELD STAFF - GRADE 1	\$85.00	Technician-1, Inspector-1
TECHNICAL STAFF - GRADE 1, ADMINISTRATIVE SUPPORT STAFF	\$95.00	Technician-1, Graphics Operator, All Clerical / Secretarial / Administrative Support Titles not otherwise classified
FIELD STAFF - GRADE 2	\$95.00	Technician-2 (Survey), Inspector-2
TECHNICAL STAFF - GRADE 2 PROFESSIONAL ENTRY LEVEL	\$110.00	Technician-2, Professional Intern
FIELD STAFF - GRADE 3	\$115.00	Technician-3, Inspector-3
TECHNICAL STAFF GRADE 3	\$120.00	Technician-3, Senior CADD Technician
FIELD STAFF - GRADE 4	\$120.00	Senior Technician (Survey), Senior Inspector
TECHNICAL STAFF - GRADE 4 PROFESSIONAL I	\$130.00	Designer, Senior Engineering Technician, Assistant Engineer, Staff Designer, Planner, Landscape Architect or Environmental Scientist, Graphics Coordinator
FIELD STAFF - GRADE 5	\$135.00	Principal Technician (Survey), Principal Inspector, Party Chief
TECHNICAL STAFF - GRADE 5 PROFESSIONAL II	\$144.00	Senior Designer, Principal Technician, Staff-1 (Designer, Engineer, Planner, Landscape Architect or Environmental Scientist), Information System Support Specialist
PROFESSIONAL III SUPERVISING FIELD STAFF	\$159.00	Staff-2 (Designer, Engineer, Planner, Landscape Architect or Environmental Scientist), Senior Party Chief, Chief Inspector, Supervising Technician
PROFESSIONAL IV SUPERVISING TECHNICAL STAFF	\$176.00	Senior Staff Engineer, Planner, Environmental Planner, Landscape Architect or Scientist, Principal Designer
PROFESSIONAL V (Field and Support)	\$185.00	Principal Surveyor, Supervising Inspector, Accounting Manager, Information System Manager, Computer Design Supervisor
PROFESSIONAL V	\$197.00	Principal (Engineer, Planner, Environmental Planner, Landscape Architect, Staff Designer, Environmental Scientist, Hydrogeologist) Robotic Station Surveyor (including equipment)
SUPERVISING PROFESSIONAL UNIT SUPERVISOR, PROFESSIONAL VI	\$216.00	Supervising (Engineer, Planner, Landscape Architect, Surveyor or Environmental Scientist, Unit Supervisor)
GROUP MANAGER, PROFESSIONAL VII	\$239.00	Group Manager, Assistant Division Manager, Regional Office Manager
PRINCIPAL, MANAGER, PROFESSIONAL VIII, IX	\$265.00	Principal, Division Manager, Corporate Level Manager, Regional Client Service Manager, Senior Consultant, Chief Engineer



245 N. Lewis Road  
#945  
Royersford, PA 19468  
(866) CORSI-HQ

## 2022 Corsi Associates Hourly Rates

Charges for changes to documentation previously submitted and approved will be invoiced in addition to this proposal on a time and cost basis at the current governing rate.

Hourly charges where applicable and after adequate notice to the client, will be invoiced at the current governing rates as follows:

- Design Consultant \$200.00 per hour
- Project Manager \$180.00 per hour
- Project Coordinator \$150.00 per hour
- Draftsman \$ 125.00 per hour
- Project Administrator \$125.00 per hour
- Office/Admin Support \$100.00 per hour

EIN: 36-4731272

DUNS: 883741923

## HOURLY RATE SCHEDULE – 2022

The intent of this schedule of hourly rates\* is to provide a fee structure overview for the various professional services offered by **International Consultants, Inc. (ICI)**. Once a project-specific scope of services has been determined, a lump sum fee can be established.

*Cost Estimating:*

Principal/Senior Cost Estimator	\$205
Project Estimator	\$170
Para-Technical	\$150
<i>Typical Average Blended Rate</i>	<i>\$175</i>

\* These rates are effective to December 31, 2022 and are subject to change without prior notice.

**Phoenixville Area School District**  
**Resolution No. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE  
PHOENIXVILLE AREA SCHOOL DISTRICT AUTHORIZING THE WAIVER OF  
ADDITIONAL CHARGES FOR THE LATE PAYMENT OF REAL ESTATE TAXES IN  
CERTAIN CIRCUMSTANCES TO COMPLY WITH ACT 57 OF 2022**

WHEREAS, the Phoenixville Area School District (School District”) is a taxing district as defined in the Local Tax Collection Law, 53 Pa. C.S. § 8001 *et seq.*;

WHEREAS, the School District adopts its annual budget on or before June 30 of each year, and issue its real estate tax bills thereafter on or about July 1 of each year;

WHEREAS, the real estate tax bills provide for payment by certain dates of either the discount, face and/or penalty amount depending on the date when such payment is made;

WHEREAS, from time to time there may be errors and/or delays with the distribution and/or delivery system of real estate tax bills and property owners may not receive their real estate tax bills and/or do not receive them in a timely fashion; and

WHEREAS, Act 57 of 2022 amended the Local Tax Collection Law to authorize, in limited and certain circumstances, for the waiver of additional charges and other forms of relief for taxpayers’ late payment of the face amount of real estate taxes; and

WHEREAS, Act 57 of 2022 requires the School District to adopt a resolution to require its real estate tax collector(s) to waive additional charges for real estate taxes, subject to a taxpayer’s compliance with the requirements Act 57 of 2022, beginning July 1, 2023 and each tax year thereafter.

NOW, THEREFORE, BE IT RESOLVED by the Board of School Directors of Phoenixville Area School District, as follows:

1. **Definitions.** In compliance with Act 57 of 2022, the following terms shall be defined as:
  - a. “Additional charge” shall mean any interest, fee, penalty or charge accruing to and in excess of the face amount of the real estate taxes as provided in the real estate tax notice.
  - b. “Tax collector” shall mean an elected or appointed tax collector, delinquent tax collector, tax claim bureau or alternative collector assigned to collect the School District’s real estate taxes.
  - c. “Qualifying event” shall mean either the date ownership of real estate is transferred, the date ownership of a mobile/manufactured home is transferred or the date a lease agreement commences for the original location or relocation of a mobile/manufactured home on a parcel of land not owned by the owner of the mobile/manufactured home.

2. **Tax Collector Compliance.** Each tax collector shall waive additional charges for the late payment of real estate taxes for a particular property, if a taxpayer does all of the following:
  - a. The taxpayer provides a waiver request of additional charges within twelve (12) months of a qualifying event;
  - b. The taxpayer attests a real estate tax notice was not received and/or not received in a timely manner;
  - c. The taxpayer provides proof of the property transfer within the previous twelve (12) months by means of:
    - i. a copy of the deed showing the date of the real property transfer; or
    - ii. a copy of the title showing the date of acquisition of a mobile/manufactured home or an executed lease agreement for a mobile/manufactured home shown the date on which the lease began; and
  - d. The taxpayer makes full payment of the face amount on real estate tax bill at the time of the waiver request.
3. **Taxpayer Waiver and Attestation Form.** A taxpayer shall use the standardized form developed by the Pennsylvania Department of Community and Economic Development for purposes of submitting the waiver request and attestation under Paragraph 2.
4. **Tax Collector Liability.** A tax collector who in good faith accepts a waiver request and full payment of the face amount on real estate tax bill shall not be personally liable for any amount due or arising from the real estate tax that is the subject of the waiver request.
5. **Effective Date.** This resolution shall become effective beginning July 1, 2023 or the date on which the School District's 2023 real estate tax notices are issued, if earlier.

**DULY ADOPTED**, by the Board of School Directors of Phoenixville Area School District, in lawful session duly assembled, this 14th day of November, 2022.

**PHOENIXVILLE AREA SCHOOL DISTRICT**

By: \_\_\_\_\_  
President of the Board of School Directors

**ATTEST:** \_\_\_\_\_  
Secretary of the Board of School Directors  
(SEAL)

**PROJECT FINANCING**  
HARES HILL ELEMENTARY SCHOOL  
PROJECT

## INFORMATION AND PROJECTIONS

Current Outstanding Debt: \$113,916,000  
Current Outstanding Interest: \$20,930,222  
Current Debt Expires in 2036  
New Debt Would Expire in 2041

Project Financing of \$70 million over three borrowings

Financing Projections:

- Using a 3-year average of tax increase and assessment growth
- 1.52% average yearly tax increase
- 1.55% average yearly assessment growth

## \$70 MM FINANCING OPTIONS

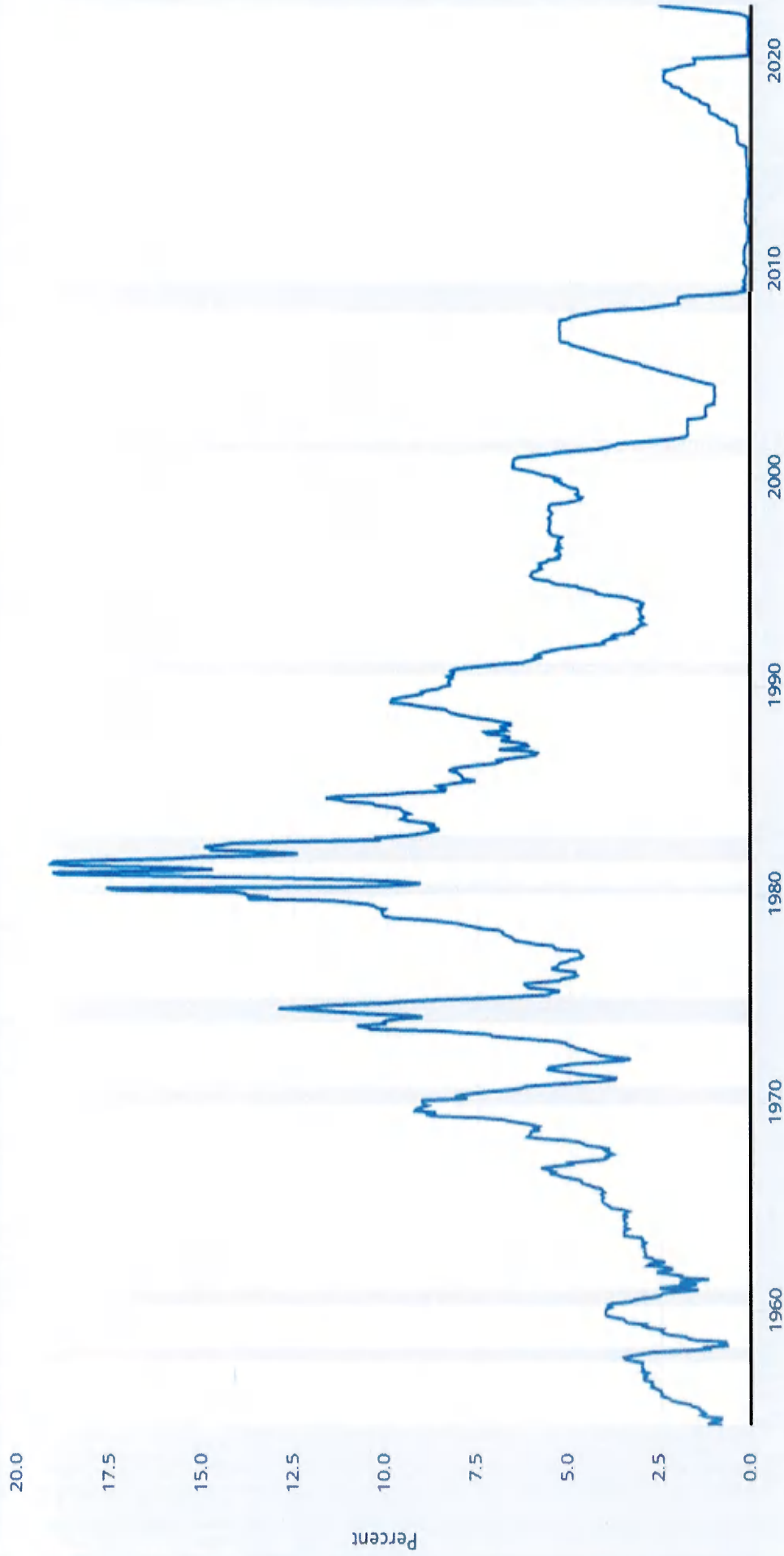
- \$30MM in Series of 2023 Bond
  - Issuance April 2023
- \$30MM in Series of 2024 Bond
  - Issuance March 2024
- \$10MM in Series of 2025
  - Issuance March 2025
- Staffing & Operating Costs in 2025-2026 Fiscal Year



**FRED**



— Federal Funds Effective Rate



Source: Board of Governors of the Federal Reserve System (US)

myf.red/g/Up51



# \$70 MM FINANCING OPTIONS

	<u>Annual Payment</u>	<u>Mill Inc.</u>	<u>Mill % Inc.</u>	<u>Borrowing Cap</u>
Series of 2023(30MM)	\$1,502,606	0.6963 Mills	2.10%	\$70,084,000
Series of 2024(30MM)	\$1,309,175	0.5974 Mills	1.78%	\$48,086,000
Series of 2025(10MM)	\$ 449,237	0.2019 Mills	0.59%	\$46,275,000

**Total increase:      \$3,261,018      1.4956 Mills      4.47%**

**2022 Yearly Local Debt Service: \$10,513,156**

**2025 Yearly Local Debt Service: \$13,774,174**

**Total Payback: \$115,542,999**

# TAX INCREASES

Series of 2023(30MM)  
 Series of 2024(30MM)  
 Series of 2025(10MM)

**0.6963 Mills**  
**0.5974 Mills**  
**0.2019 Mills**

FY	Act 1 Index	Financing Increase	Mill Increase	Fiscal Year Avg Mill Inc	Total Millage Inc	Total % Mill Increase
2023-24	4.1%	2.10%	.6963	.5023	1.1986	3.67%
2024-25	4.5%	1.78%	.5974	.5099	1.1073	3.34%
2025-26	4.0%	0.59%	.2019	.5177	0.7916	2.14%
<b>Total</b>		<b>4.47%</b>	<b>1.4956</b>	<b>1.0122</b>	<b>2.5078</b>	<b>9.15%</b>
<b>Staffing &amp; Operating Costs</b>	<b>Amount</b>	<b>Mill Increase %</b>	<b>Mill Increase</b>			
2025-26	\$2,400,000	3.16%	1.0784			

# SUMMARY OF FISCAL YEARS

Fiscal Year	Millage Increase Estimate	Millage Increase Estimate %	Act 1 Index	Total Payback	Borrowing Cap
2023-24 (30MM)	1.1986 Mills	3.67%	4.10%	\$47,392,752	\$70,084,000
2024-25 (30MM)	1.1073 Mills	3.34%	4.50%	\$50,697,225	\$48,086,000
2025-2026 (10MM + 2.4MM Costs)	1.8700 Mills	5.56%	4.00%	\$17,453,022	\$46,275,000

# PROJECT FINANCING RISKS

## Bond Rating

- State Funding
- Use of Fund Balance

## Interest Rate Risk

## Act 1 Index

## Economy

**QUESTIONS???**

**Meridian Bank**

ACCOUNT NUMBER: XXXX1307

FOR THE PERIOD: 09/01/2022 - 09/30/2022

9 OLD LINCOLN HIGHWAY, MALVERN, PA 19355

Monthly Statement for the Period 09/01/2022 thru 09/30/2022

**ACCOUNT ACTIVITY**

DATE	TRANSACTION DESCRIPTION	AMOUNT OF THIS TRANSACTION	BALANCE AFTER THIS TRANSACTION
09/01/2022	OPENING BALANCE IN DEMAND DEPOSIT MARKETPLACE		\$5,319,968.50
09/02/2022	DEPOSIT	1,179.67	5,321,148.17
09/30/2022	INTEREST PAID	8,747.03	5,329,895.20
09/30/2022	CLOSING BALANCE IN DEMAND DEPOSIT MARKETPLACE		\$5,329,895.20

**YOUR BALANCES IN RECEIVING BANK(S) AS OF 09/30/2022**

BANK	CLOSING BALANCE
ENCORE BANK, LITTLE ROCK, AR	\$249,000.00
CITIZENS BANK, NA, PROVIDENCE, RI	\$249,000.00
BELL BANK, FARGO, ND	\$249,000.00
PINNACLE BANK, LINCOLN, NE	\$249,000.00
FORBRIGHT BANK, CHEVY CHASE, MD	\$249,000.00
THIRD COAST BANK, HUMBLE, TX	\$100,895.20
AMD BELL BANK, FARGO, ND	\$249,000.00
GORHAM SAVINGS BANK, GORHAM, ME	\$249,000.00
RENASANT BANK, TUPELO, MS	\$249,000.00
FIRST BUSINESS BANK, MADISON, WI	\$249,000.00
COLUMBIA BANK, TACOMA, WA	\$249,000.00
PEAPACK-GLADSTONE BANK, BEDMINSTER, NJ	\$249,000.00
WINTRUST BANK, WILMETTE, IL	\$249,000.00
LAKE FOREST BANK & TRUST CO, N.A., LAKE FOREST, IL	\$249,000.00
METROPOLITAN COMMERCIAL BANK, NEW YORK, NY	\$249,000.00
COMENITY CAPITAL BANK, SALT LAKE CITY, UT	\$249,000.00
AXOS BANK, SAN DIEGO, CA	\$249,000.00
CITIBANK N.A, SIOUX FALLS, SD	\$249,000.00
BOK FINANCIAL, TULSA, OK	\$249,000.00
HSBC BANK USA, NATIONAL ASSOCIATION, MCLEAN, VA	\$249,000.00
LUTHER BURBANK SAVINGS, SANTA ROSA, CA	\$249,000.00
SALLIE MAE BANK, SALT LAKE CITY, UT	\$249,000.00

**INTEREST SUMMARY**

FOR STATEMENT PERIOD - 09/01 - 09/30	CURRENT PERIOD	YEAR TO DATE
INTEREST EARNED	8,747.03	13,698.01
ANNUAL PERCENTAGE YIELD EARNED (APYE)		2.02%



### Important Information

We offer the Demand Deposit Marketplace® program ("Program") to you subject to the terms and conditions and disclosures included in the Demand Deposit Marketplace® Terms and Conditions that we have previously provided to you. You can contact us if you need another copy of those Terms and Conditions. Please carefully read those Terms and Conditions as they contain important disclosures, terms, risks, limitations and information relating to the Program. No representations or warranties, express or implied, are provided by us (or any other person) with respect to the Program, except as expressly set forth in those Terms and Conditions. If you are subject to any restrictions or requirements relating to the placement or deposit of your funds, you are solely responsible for determining whether your use of the Program satisfies those restrictions and requirements. This customer statement indicates the receiving banks, credit unions and/or other financial institutions (for ease, "receiving institutions") that hold your deposits and the closing balance in each of those receiving institutions as of the date indicated above. The receiving institutions that hold your deposits and the balance in each receiving institution may change at any time during the statement period. Please contact us to confirm the receiving institutions at which your deposits are held at any given time. You also can contact us for a list of all of the banks and other institutions with which we have a business relationship for the placement of deposits and into which your funds may be placed under the Program (subject to the terms of the Program and any opt-outs by you).

**Please note that the Program itself, is NOT an FDIC-insured or NCUSIF-insured product.** Rather, under the Program, we sweep or place your funds into deposit accounts at receiving institutions that are insured by the Federal Deposit Insurance Corporation ("FDIC") and/or National Credit Union Share Insurance Fund ("NCUSIF"), for up to the current standard maximum deposit insurance amount ("SMDIA") of \$250,000 per eligible depositor, per receiving institution, for each ownership capacity or category, including any other balances the depositor may hold at that receiving institution directly or indirectly through other intermediaries, including broker-dealers. If you hold any funds at a receiving institution outside the Program, when combined with your deposits held at that receiving institution through the Program, the total amount of your deposits of that receiving institution could exceed the SMDIA for an ownership capacity or category, and those excess funds will not be FDIC and/or NCUSIF insured. FDIC and/or NCUSIF insurance coverage is **only** available to protect you against the failure of a participating FDIC or NCUSIF insured institution, respectively, that holds your funds (and not to protect against the failure of any other party). Please contact us for the maximum amount of FDIC and/or NCUSIF insurance that is currently available on your deposits under the Program. You may exclude (or 'opt-out') of any receiving institution from holding your funds at any time by contacting us. If you exclude one or more receiving institutions, the maximum level of FDIC and/or NCUSIF insurance coverage available under the Program may decrease from the current maximum amount to a new lower maximum amount. In such case, you can contact us to confirm the new maximum FDIC and/or NCUSIF insurance limit under the Program. The Program is primarily designed to provide administrative convenience for us to offer expanded FDIC or NCUSIF insurance on your funds, and is not designed to provide you with investment enhancements, higher rates of returns or profits on your funds.

Stable Custody Group II LLC, a Delaware limited liability company and/or its affiliates ("Stable") provides administrative and/or recordkeeping services to us with respect to the Program. Demand Deposit Marketplace® and DDM® are registered marks of Reich & Tang Deposit Networks, LLC (an affiliate of Stable).