

KAUTTER & KELLEY ARCHITECTS

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September 14, 2026

READING SCHOOL DISTRICT

800 Washington Street
Reading, PA 19601

ATTN: Luke Schultz, Director of Facilities
Jesse Leisawitz, Esq., Chief Legal Officer

RE: ARCHITECTURAL PREDESIGN ASSESSMENT –
PROFESSIONAL SERVICES PROPOSAL
Thomas Ford Facility

Email: schultzl@readingsd.org; leisawitzj@readingsd.org

Dear Luke and Jesse:

Thank you for the opportunity to submit a professional services proposal to **Reading School District (RSD)** to provide Architectural Predesign Services to evaluate current building, site, and building systems conditions at Thomas Ford Elementary School (*also identified as the Red Knight Accelerated Academy – Thomas Ford Campus*), 901 Margaret Street. KAUTTER & KELLEY ARCHITECTS (K&KA) is pleased to be considered to assist the District by providing a comprehensive assessment and evaluation accurately confirming current conditions, effective use and functionality, code compliance, universal accessibility, and needed renovations to meet current RSD and PDE standards for elementary and/or middle school level education. This proposal and outline description of architectural and engineering services is to be considered integral to the AIA.B102-2017 Standard Form of Agreement Between Owner and Architect Without a Predefined Scope of Architects Services, (see attached).

1. PROJECT UNDERSTANDING

- 1.1 RSD wishes to establish an understanding of required renovations and the associated design and construction costs to update the existing Thomas Ford school building for use as a code compliant, functional, accessible, and modernized educational facility. RSD has not yet determined what grade level

Michael J. Kautter, AIA President
Robert Libutti, AIA Vice President of Design
Pablo Gallo, Vice President of Project Management
Amy J. Laughlin Secretary/Treasurer

or special needs programs are to occupy the facility. It is hoped that by fully understanding what is needed to comprehensively renovate the facility, RSD will be better informed as to which direction to take for future educational programming.

- 1.2 Architectural assessment is to include close examination of the exterior envelope, incorporating roof, walls, doors, windows, foundations, insulation, waterproofing, and solar protection requirements. Interior assessment will include examination of conditions associated with partitions, floors, ceilings, structure, finishes, daylight control, educational accessories, furnishings, building core elements and circulation, stairs, elevator, restrooms, code compliance, universal accessibility, safety, security, and interior layout and square foot allocation and effectiveness. Site assessment will include examination of curbs, sidewalks, ramps/steps/handrails, vehicular and pedestrian access, parking, refuse containment and removal, equipment storage, playground, recreational, and open-air activity environments, and general soft and hard landscaping. Site evaluation will include conceptual planning and design regarding the potential for a gym addition and the site constraints, planning, and construction ramifications associated with a new physical addition.
- 1.3 Mechanical, electrical, and plumbing engineering (MEP) assessment will incorporate close examination of all existing or required HVAC systems, plumbing systems, electrical and life safety systems, lighting systems, telecom systems, and fire protection systems.
- 1.4 Environmental engineering assessment will include a complete hazardous materials investigation including asbestos survey, locating/testing/quantifying, and remediation cost estimating. The investigative work will also include lead-based paint, PCB's, mercury, and other hazardous material identification and remediation recommendations and estimating. *If desired, technical specifications and a bidding phase to remediate the identified hazardous conditions is identified as an additional service for consideration.*
- 1.5 Documentation from K&KA, and consulting engineers' Barton Associates, York, (MEP), Element Environmental Solutions, Adamstown, and Woolpert Civil Engineering, Harrisburg, will be graphic in nature including schematic plans and elevations that interface with written descriptive narratives. In the case of an addition, the work will include graphically diagrammatic 3-D massing modeled in rendered views.
- 1.6 The assessment documentation will incorporate and coordinate consulting professional construction cost estimating from Becker & Frondorf, Philadelphia.

2. SCOPE OF SERVICES

- 2.1 Meet with RSD project representatives to confirm and document past, current, and future concerns and considerations regarding site and building conditions and access. *Neighboring RSD structures are not included in this predesign assessment.*
- 2.2 Perform on-site field survey of existing architectural, MEP, fire protection, hazardous materials, and site conditions and confirm general accuracy of available existing related drawings to facilitate renovation assessment and cost estimating. Zoning regulations and land planning considerations will be

examined for pertinent application to an expanded building renovation project. Roofing conditions will be surveyed, core sample tested, assessed, and patched. The effort will confirm an accurate cross section of the existing insulation and roof membrane installation. Adequacy of roof drainage will be reviewed.

- 2.3 K&KA will utilize its current database of existing school architectural and engineering drawing documentation scans.
- 2.4 K&KA will create spreadsheet documentation of existing room conditions, schematic renovation plan and elevation design drawings, and written narrative descriptions of existing conditions and proposed renovations. K&KA will provide an IBC code review and summary documentation. The Team will coordinate predesign architectural and mechanical/electrical engineering information to establish a codified assessment report suited to facilitating a detailed professional cost estimate. The gym addition work will be documented and estimated as a design alternate consideration. The gym addition design work will also incorporate consideration for the repurposing of the existing gym space for cafeteria, media center, or similar alternate use.
- 2.5 Michael Kautter will be lead professional for K&KA. Michael Rader will be lead professional for Barton Associates. Dan Gensemer will be lead professional for Element Environmental Solutions. Tom Godfrey will be lead professional for Woolpert Civil Engineers. Michael Zaidel will be lead professional for Becker & Frondorf. Consultant proposals are attached for Owner review and to aid in establishing a clear understanding of the detailed scope of work by each discipline.
- 2.6 K&KA will provide predesign documentation in the form of a written report and make a final presentation to the Owner. Two printed copies and electronic pdf files of the report will be provided. The accompanying professional cost estimate will detail costs relating to all construction disciplines of the renovations identified for consideration. Environmental engineering reporting will include estimated costs for hazardous materials abatement. A separate Total Project Cost Estimate will include projected accounting for a future renovation project's architectural and engineering fees, furniture, furnishings, and equipment, Owner testing, land planning review, and other related soft costs and financial considerations.

3. FEE PROPOSAL

The combined Architectural, MEP Engineering, Environmental Engineering, Civil Engineering, and Cost Estimating Services fee is a stipulated sum of \$67,130. The fee proposal sum includes anticipated reimbursable expenses. A breakdown of professional service fees is as follows:

K&KA	\$ 26,000.
Barton Associates	\$ 16,115.
Element Environmental Sol.	\$ 4,615.
Woolpert Civil Eng.	\$ 10,000.
Becker & Frondorf	<u>\$ 10,400.</u>
Total	\$ 67,130.

Optional Service

Environmental specs and bid +\$ 4,935.

If the project ultimately proceeds with a Basic Architectural Services contract with K&KA and our consulting team to complete a design and construction project for RSD in the manner planned, a credit value of \$14,000. will be applied to the Architectural/Engineering services Schematic Design Phase.

4. SCHEDULE

K&KA and our consulting team can begin this work within three-weeks of receiving an executed agreement. The anticipated time for survey, design/documentation, and estimating is 12-weeks.

We appreciate the opportunity to serve Reading School District and provide these proposed professional architectural services. We look forward to maintaining our professional relationship with the District and are confident we can deliver the predesign services required to facilitate informed decision making regarding the design and construction of fully renovated Thomas Ford Facility. Please contact me with any questions you may have.

Respectfully,



Michael J. Kautter, AIA

Proposal Accepted By:

Signature

Date

Name (please print)

EXHIBIT A – 2026 FEE SCHEDULE, REIMBURSABLE EXPENSES, ADDITIONAL SERVICE

EX A-1: Compensation for Additional Services: For Project Representation beyond Basic Services and for Additional Services, see below. The project will be billed hourly, and monthly, according to the following rates and reimbursable schedules.

EX A-2: FEE SCHEDULE

ARCHITECTURAL

Principal	\$205./hr.
Project Manager	\$180./hr.
Senior Architect	\$165./hr.
Architectural Staff Level III	\$130./hr.
Architectural Staff Level II	\$105./hr.
Architectural Staff Level I	\$95./hr.
Production Assistant II	\$85./hr.
Designer/Draftsperson	\$80./hr.
Production Assistant I	\$55./hr.

EX A-3: REIMBURSABLE EXPENSES

- transportation/authorized out-of-town travel
- photographic reproduction/graphic prints
- printing of presentation piece from camera-ready original
- postage, special mail, delivery service
- additional insurance coverage required by the Owner in excess of that normally carried by the Architect and the Architect's consultants

30 x 42 CAD Plots/Prints:	\$4.00 per sheet
Prints/by others:	Actual cost
AIA Contract Documents:	Actual cost
Color Bond:	\$20.00 per page
Color/Large Scale B&W Reproductions:	Actual cost
Local Code and Zoning Information	
Regulations:	Actual cost
PA Labor and Industry:	Actual cost
Mileage:	Approved government rate
Overnight Document Courier:	Actual cost
Photocopies B&W:	\$.30 per copy
Photocopies Color:	\$.65 per copy
Photographs:	Actual cost
Postage:	Actual cost
Reproducible Prints:	Actual cost

NOTE: Reimbursable expenses are invoiced at cost plus an administrative multiplier of 1.15
Consultant expenses are invoiced at cost plus an administrative multiplier of 1.15

EX A-4: If KAUTTER & KELLEY ARCHITECTS is required to respond to code official interpretive issues and clarification requests that demand significant additional professional service time (in the opinion of the architect), during or after permit review, such occurrences may be treated on a time and material basis as an additional service.

EX A-5: The parties acknowledge that no set of drawings and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of changes which result in "betterment" or "value added" to the Client shall be borne by the Client, not the Architect (to the extent of the betterment or value added) and shall not be the basis of a claim. The Client shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions in the Architect's drawings, specifications and other services, and the Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

EX A-6: As part of the architect's instruments of service, the Owner agrees to permit K&KA to utilize architectural drawings, graphic data, basic square foot construction data derived from cost estimates, planning criteria, and "before" and "after" photographs from the project to educate future clients with regard to the professional services the firm is capable of providing. K&KA may choose to create marketing materials highlighting exterior and interior aspects of the completed design and construction work. Total project cost is typically included on these marketing materials unless the Owner specifically requests that the final construction cost be withheld for the purpose of confidentiality.

EX A-7: Regarding the selection of Owner/Architect/Contractor Agreements, the American Institute of Architects states: "AIA Contract Documents were created from a consensus of contractors, lawyers, developers, and architects expressly to balance the interests of all parties. They cover all phases of a project from beginning to end. Courts have recognized their legal legitimacy time after time." It is generally recognized that "no other standard contract document system is as effective at keeping projects running smoothly and finishing successfully." Utilization of AIA Contract Documents assumes the correlated use of the appropriate "family" of documents that are written in conjunction with one another, including but not necessarily limited to: Instructions To Bidders – AIA A701; General Conditions of the Construction Contract – AIA A201; Performance Bond – AIA A312; Payment Bond – AIA A312. If another legal contract format is desired, or a significant number of editorial changes are pursued by the Owner or the Owner's legal

representative, K&KA reserves the right to adjust the architectural fee amount to cover added expenses due to legal consultation, administrative costs, and/or increased liability exposure.

EX A-8: The initial payment required from the Owner by K&KA will be credited toward the final invoice at the conclusion of the construction phase. The Owner forfeits the initial payment if the project is not seen through construction phase completion. If a project termination fee is established at the time of the contract, this payment amount would be deducted from the termination fee.

EX A-9: When architectural work has been temporarily placed on hold by the Owner or services are delayed, unrelated to the Architect's activities, for a period longer than 4 weeks, please be advised that commencement of regular work activity may require a restart-up grace period as determined by the Architect. Based on the status of the professional services phase currently being undertaken, work stoppages of more than 6 consecutive weeks may require an additional service fee as determined by K&KA.

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Fourteenth day of September in the year Two Thousand
Twenty-Six
(In words, indicate day, month and year.)

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

Reading School District
800 Washington Street
Reading, PA 19601

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

KAUTTER & KELLEY ARCHITECTS, INC.
5 Belmont Ave
Wyomissing PA 19610

for the following (hereinafter referred to as "the Project"):
*(Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.)*

Architectural Predesign Services to evaluate current building, site, and
building systems conditions at Thomas Ford Elementary School
(also identified as the Red Knight Accelerated Academy – Thomas Ford
Campus),
901 Margaret Street.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services; or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Reference K&KA Proposal dtd: 09.14.26.

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Michael J. Kautter, AIA; President
KAUTTER & KELLEY ARCHITECTS, INC.
5 Belmont Ave
Wyomissing PA 19610
mikek@kautterkelley.com

§ 1.4 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.

§ 1.5 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 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollar (\$3,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 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)) 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.

§ 1.5.3 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 1.5.1 and 1.5.2, 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.

§ 1.5.4 Workers' Compensation at statutory limits.

1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following 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.

(List name, address, and other contact information.)

Reading School District
800 Washington Street
Reading, PA 19601

Luke Schultz, Director of Facilities
schultzl@readingsd.org

Jesse Leisawitz, Esq., Chief Legal Officer
leisawitzj@readingsd.org

§ 2.3 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.

§ 2.4 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.

§ 2.5 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.

§ 2.6 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 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. 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 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 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 4.1.1.

§ 4.1.2 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.

§ 4.1.3 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 5.7.

§ 4.2 Mediation

§ 4.2.1 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.

§ 4.2.2 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.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 4.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other *At the option of the Architect*

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.

§ 4.3 Arbitration

§ 4.3.1 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.

§ 4.3.1.1 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.

§ 4.3.2 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.

§ 4.3.3 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.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 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).

§ 4.3.4.2 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.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

Five Thousand Dollars

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

Zero

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other: Six months from the date of commencement of the Architect's services

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

The combined Architectural, MEP Engineering, Environmental Engineering, Civil Engineering, and Cost Estimating Services fee is a stipulated sum of \$67,130. The fee proposal sum includes anticipated reimbursable expenses. A breakdown of professional service fees is as follows:

K&KA \$ 26,000.

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Total \$ 67,130.

Optional Service

Environmental specs and bid +\$ 4,935.

If the project ultimately proceeds with a Basic Architectural Services contract with K&KA and our consulting team to complete the design and construction project for RSD in the manner planned, a credit value of \$14,000. will be applied to the Architectural/Engineering services Schematic Design Phase.

§ 6.2 Compensation for Reimbursable Expenses – Reimbursable Expenses are included in the Compensation fees above

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 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.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 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 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 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.

§ 6.3.2 Progress Payments

§ 6.3.2.1 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 thirty (30) 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.)

4% per month

§ 6.3.2.2 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.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 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.

§ 7.4 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

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

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

K&KA Proposal dtd: 09.14.26

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

K&KA Proposal dtd: 09.14.26; Consultant proposals are included for reference

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

OWNER (Signature)

ARCHITECT (Signature)

BY:

BY: Michael J. Kautter/ President

(Printed name and title)

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:16:05 EDT on 09/14/2026.

PAGE 1:

AGREEMENT made as of the Fourteenth day of September in the year Two Thousand Twenty-Six

Reading School District
800 Washington Street

Reading, PA 19601

KAUTTER & KELLEY ARCHITECTS, INC.
5 Belmont Ave

Wyomissing PA 19610

Architectural Predesign Services to evaluate current building, site, and
building systems conditions at Thomas Ford Elementary School
(also identified as the Red Knight Accelerated Academy – Thomas Ford Campus).
901 Margaret Street.

-

PAGE 2:

Reference K&KA Proposal dtd: 09.14.26.

-

Michael J. Kautter, AIA; President
KAUTTER & KELLEY ARCHITECTS, INC.
5 Belmont Ave

Wyomissing PA 19610

mikek@kautterkelley.com

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) (\$) for each occurrence and (\$ Three Million Dollar (\$3,000,000)) in the aggregate for bodily injury and property damage.

PAGE 3:

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not

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User Notes:

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less than One Million Dollars (\$1,000,000) (\$-) 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.

§ 1.5.5 Employers' Liability with policy limits not less than--(\$- Five Hundred Thousand Dollars (\$500,000) each accident, --(\$- Five Hundred Thousand Dollars (\$500,000) each employee, and--(\$- Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than--(\$-) per claim and--(\$-) in the aggregate Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate.

Reading School District
800 Washington Street
Reading, PA 19601

Luke Schultz, Director of Facilities
schultzl@readingsd.org

Jesse Leisawitz, Esq., Chief Legal Officer
leisawitzj@readingsd.org

PAGE 5:

☒ Other (Specify) At the option of the Architect

PAGE 7:

Five Thousand Dollars

Zero

☒ Other-

(Insert another termination date or refer to a termination provision in an attached document or scope of service.): Six months from the date of commencement of the Architect's services

PAGE 8:

§ 6.2 Compensation for Reimbursable Expenses The combined Architectural, MEP Engineering, Environmental Engineering, Civil Engineering, and Cost Estimating Services fee is a stipulated sum of \$67,130. The fee proposal sum includes anticipated reimbursable expenses. A breakdown of professional service fees is as follows:

<u>K&KA</u>	<u>\$ 26,000.</u>
<u>Barton Associates</u>	<u>\$ 16,115.</u>
<u>Element Environmental Sol.</u>	<u>\$ 4,615.</u>
<u>Woolpert Civil Eng.</u>	<u>\$ 10,000.</u>
<u>Becker & Frondorf</u>	<u>\$ 10,400.</u>
<u>Total</u>	<u>\$ 67,130.</u>

Optional Service
Environmental specs and bid +\$ 4,935.

If the project ultimately proceeds with a Basic Architectural Services contract with K&KA and our consulting team to complete the design and construction project for RSD in the manner planned, a credit value of \$14,000. will be applied to the Architectural/Engineering services Schematic Design Phase.

§ 6.2 Compensation for Reimbursable Expenses – Reimbursable Expenses are included in the Compensation fees above

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

PAGE 9:

§ 6.3.1.1 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.

§ 6.3.2.1 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 ~~(–thirty (30) 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.

~~–%~~ 4% per month

PAGE 10:

K&KA Proposal dtd: 09.14.26

2 _____ Building Information Modeling Exhibit, if completed:

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.)

4 _____ Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

2 _____ Other documents:

K&KA Proposal dtd: 09.14.26; Consultant proposals are included for reference

PAGE 11:

BY: Michael J. Kautter/ President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael J. Kautter, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:16:05 EDT on 09/14/2026 under Order No. 20240082795 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ - 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Susquehanna Commerce Center, North Building
221 West Philadelphia Street
York, PA 17401
(717) 845-7654

September 10, 2026

Mr. Michael J. Kautter, AIA
President
Kautter & Kelley Architects
5 Belmont Ave
Wyomissing, PA 19610

RE: Engineering Services Proposal
Reading School District - Thomas Ford Elementary School Facility Assessment
Reading, PA
BA Proposal No. P20260635

Dear Michael,

This Proposal is in response to your request for proposal for the project generally described as Reading School District - Thomas Ford Elementary School Facility Assessment. We understand that we are to provide mechanical and electrical engineering services to assess existing fire protection, plumbing, HVAC and electrical (MEP) systems based on their age, condition and ability to serve the Thomas Ford Elementary school in the context of proposed architectural renovations. We will also provide recommendations regarding MEP system renovations and/or replacement.

You will pay us for Basic Services, a lump sum fee of \$16,115.00. Reimbursable Expenses are included in our fee. Refer to Exhibit C for normal hourly rates and a schedule of Reimbursable Expenses.

We would expect to start Basic Services promptly after written receipt of your acceptance of this Proposal.

Survey is anticipated to be completed within 1 month of acceptance and our report completed within 3 months of acceptance.

This Proposal, Exhibits A through C, and the General Terms and Conditions in Exhibit D constitute an Agreement.

This Proposal is valid for six (6) months from the issue date. We reserve the right to alter this Proposal if it is not accepted by this time.

If this Agreement satisfactorily sets forth the understanding of the arrangements between us, please sign in the space provided below and return one copy to us. We appreciate the opportunity to provide you with engineering services for this project and look forward to working with you.

Sincerely,

Barton Associates, Inc.



Michael S. Rader, PE, CEM
President & CEO

Accepted By:

KAUTTER & KELLEY ARCHITECTS

Authorized Signature

Printed Name

Title

Date

Exhibit A: BASIC SERVICES

Study/Report Phase

During the study and report phase, we will provide the services and prepare preliminary design documents as listed below.

1. Meet with you to establish study criteria for the project.
2. Review available existing building documentation.
3. Interview the facility's staff to identify existing system operation and known deficiencies.
4. Survey the existing mechanical and electrical systems where accessible.
5. Evaluate the following systems based on age, condition and suitability for continued use in the context of proposed architectural renovations:
 - a. HVAC Systems
 - b. Plumbing Systems
 - c. Electrical and Life Safety Systems
 - d. Lighting Systems
 - e. Telecom Systems
 - f. Fire Protection Systems
6. Make recommendations for MEP system renovations and/or replacement.
7. Review cost estimate(s) prepared by others for scope.
8. Prepare a report outlining options and recommendations.
9. Review the report with you and others you may designate.
10. Attend up to 3 meetings with you and others you may designate.
11. Advise you of any need to provide services of the types described in Exhibit B which are not part of Basic Services.

Exhibit B: ADDITIONAL SERVICES

For any additional work other than the Basic Services including, but not limited to, items identified below, which you may request, shall be requested in writing and we will provide an additional fee for the requested services.

1. Services during the design phase(s).
2. Services to make measured drawings or to extensively investigate existing conditions or facilities.
3. Preparation of energy audits and related services.
4. Preparation of opinions of probable construction costs, financial evaluations, feasibility studies, economic analysis of alternate solutions to any of the defined systems, and utilitarian considerations of operation and maintenance costs.
5. Attendance at design/progress meetings in addition to the number of meetings stated in Exhibit A.
6. Services requiring out-of-town travel other than visits to the site or to your office.
7. Furnishing the services of special consultants.
8. Preparing to serve or serving as a consultant or witness in any legal or administrative proceeding or public hearing.
9. Providing services normally furnished by either you or the Owner.

Exhibit C: NORMAL HOURLY RATES AND REIMBURSABLE EXPENSES

POSITION	RATE
Administrative/Clerical	\$75.00
Administrative Assistant	\$85.00
CADD Technician 1	\$75.00
CADD Technician 2	\$80.00
CADD Technician 3	\$100.00
Designer 1	\$115.00
Designer 2	\$125.00
Designer 3	\$150.00
Senior Designer 1	\$155.00
Senior Designer 2	\$160.00
Engineer 1	\$160.00
Engineer 2 – Project Manager	\$185.00
Construction Representative 1	\$205.00
Construction Representative 2	\$215.00
Engineer 3 – Project Manager	\$215.00
Engineer 4 – Senior Project Manager	\$235.00
Engineer 5 – Senior Project Manager	\$260.00
Principal	\$280.00

Normal hourly rates are subject to change.

ITEM	UNIT	COST
Travel (Automobile)	Miles	IRS Rate
Travel (Other)	–	Cost
Parking	–	Cost
Printing	–	Cost
Shipping/Delivery	–	Cost
Subconsultants	–	Cost
Miscellaneous	–	Cost

Reimbursable Expenses are invoiced at the rates above.

Costs of Reimbursable Expenses are subject to change.



September 11, 2026

Mr. Michael Kautter, AIA
Kautter & Kelley Architects
5 Belmont Avenue
Wyomissing, Pennsylvania 19610

RE: Hazardous Materials Investigation – Reading School District - Thomas Ford Elementary School
E2S File No.: P2964.2026

Dear: Michael Kautter, AIA

Element Environmental Solutions, Inc. (E2S) thanks you for the opportunity to provide the following proposal, as requested, for a hazardous materials survey, reporting and technical specification and drawing development to support the planned Thomas Ford Elementary School renovations project.

SCOPE OF WORK

The following services are included in the proposed Scope of Work:

Task 1 – Hazardous Materials Investigation

Asbestos

E2S will conduct an asbestos survey of existing Thomas Ford Elementary School. The asbestos investigation includes the following:

- Review the existing management plan for Thomas Ford Elementary School and any previous sampling reports to determine locations and quantities of known, and assumed, asbestos containing materials (ACM). This report will be used as a guide during the survey.
- Survey all areas of the existing Thomas Ford Elementary school, including exteriors, to locate suspect Asbestos Containing Materials (ACM).
- Sample and test as needed, all accessible suspect ACM that was either not previously sampled or sampled insufficiently, to determine if it is asbestos containing (>1% asbestos). E2S will not perform destructive sampling methods to identify and sample suspect ACM concealed but will make assumptions for items located in inaccessible locations.
- For this project, E2S is estimating a total of Thirty (30) Polarized Light Microscopy (PLM) asbestos bulk sample analyses for asbestos content, we have included the cost in our lump sum fee. Additional, or less, sample analysis will be handled through unit costs provided.
- At the conclusion of the sampling and analysis phase, E2S will prepare a detailed report on locations and quantities of asbestos containing materials. E2S will also include in the report recommendations and cost estimates for abatement prior to renovation of the building.

All asbestos building inspectors assigned to this project will be accredited by the Environmental Protection Agency (EPA) and licensed in the same capacity by the Pennsylvania Department of Labor and Industry.

Lead-Based Paint Investigation

E2S will conduct lead-based paint (LBP) testing in the existing Thomas Ford Elementary School, which includes the following:

- Sample various painted surfaces and architectural components throughout the interior and exterior designated locations for lead content, using laboratory analysis of paint chip samples to determine lead content in percent by weight (% wt.).
- Composite paint chip samples will be collected of similar components and substrates, to determine lead content and provide contractors with this information for applicable regulatory compliance. For this project, E2S is estimating a total of ten (10) Atomic Absorption Spectroscopy (AAS) lead paint chip analyses, and we have included the cost in our lump sum fee. Additional, or less, sample analyses will be handled through unit costs provided.
- At the conclusion of the sampling and analysis phase, E2S will prepare a detailed report on testing results and locations of LBP (if present). E2S will also include in the report recommendations and guidelines for handling the lead-containing components during renovation efforts, and handling and classification of waste for disposal.
- It is assumed that the Owner will provide access to the areas of the building which will be impacted; E2S will provide all equipment necessary to complete the investigation.

All lead inspectors assigned to this project will be accredited by the Environmental Protection Agency (EPA) and licensed in the same capacity by the Pennsylvania Department of Labor and Industry or under the direction of a licensed inspector.

PCB's, Mercury, and Other Hazardous Materials

E2S will investigate PCB and Mercury containing equipment/devices and any other hazardous/regulated materials, in the above-referenced building which includes the following:

- E2S will identify possible PCB and mercury containing equipment, and other suspect hazardous materials. Suspect light ballasts will be assumed to contain PCB's unless installed after 1978 in which case they will be labeled by the manufacture as non-PCB containing, to eliminate the need for destructive sampling procedures. Fluorescent light tubes will be assumed to contain mercury, regardless of the date of installation or manufacture, based on past experience, to eliminate the need for destructive sampling procedures.
- E2S will investigate the existing exterior window caulking and will collect samples of caulk for PCB analysis and Lead containing caulk. For this project, E2S is estimating a total of one (1) PCB in caulk analysis and one (1) Lead in caulk analysis, and we have included the cost in our lump sum fee.
- Investigate other devices, items and equipment for potential hazardous materials that may require regulatory compliance for handling, removal and/or disposal.
- The results of this investigation will be presented in a report, including findings, recommendations and budgetary cost estimates for recycling, remediation and disposal, if necessary.

The above-mentioned services related to hazardous materials investigation will be conducted by a two-person team for the duration of the site work, for safety purposes and timely completion of the field investigations.

Task 2 – Hazardous Materials Abatement Technical Specifications and Bidding Phase

E2S will provide engineering services to prepare technical specifications for the removal and disposal of hazardous materials identified from the above-mentioned investigation in support of the planned renovations scheduled at Thomas Ford Elementary School. Services include the following:

- Participate in up to one (1) meeting with Owner, Architect, and Project Team to develop and finalize a "scope of work" and coordinate project phasing. Project meetings are instrumental in assuring project timeliness and minimizing delays to subsequent construction efforts.
- Prepare technical specifications and drawings (if made available to E2S) for use in obtaining competitive bids from qualified remediation contractors.
- E2S specifications will include technical divisions that can be incorporated into the Architect's overall renovation project specifications.
- E2S will design the most cost-effective and efficient methods for removing hazardous materials that exist within the building without sacrificing safety and quality.
- Specifications will address all regulatory requirements and abatement procedures in the technical divisions.
- If requested, E2S can contact qualified remediation contractors from our list of bidders to solicit their bids for this project.
- Answer contractor questions and interpret specifications as necessary during the bidding period and issue addenda as needed to clarify the work to be done.
- Answer Requests for Information (RFI's) during the construction period, and review Contractor submittals and qualifications.

Specifications will be written by accredited EPA AHERA Asbestos Project Designers and licensed in the same capacity by Pennsylvania Department of Labor and Industry (PaDLI).

SCHEDULE AND LIMITATIONS

E2S is able to schedule the Scope of Work upon receipt of the attached Authorization agreement or purchase order.

FEES

Task 1 – Hazardous Materials Investigation

E2S will provide the services described above for a fixed fee of **Four Thousand Six Hundred Fifteen Dollars (\$4,615)** and includes the analysis of up to 30 PLM bulk samples for asbestos content, 10 AAS paint chip samples for lead content, 1 PCB in caulk and 1 lead in caulk. If additional PLM or AAS analyses are needed they will be charged at a rate of ten dollars (\$12) analysis for 48-hr turn-around-time (TAT). Conversely if less samples are analyzed a credit of \$12/analysis will be given back to the Client.

Task 2 - Asbestos Abatement Technical Specifications and Bidding Phase

E2S will provide the services mentioned under Task 2 for a fixed fee of **Four Thousand Nine Hundred Thirty-Five Dollars (\$4,935).**

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a potential partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Please review the enclosed Conditions and acknowledge your acceptance of them by signing and returning to us one copy of this proposal P2964.2026. By signing this proposal you agree to the General Terms and Conditions attached hereto and incorporated herein by this reference.

We look forward to working with you on this project.

Sincerely,
E2S, Inc.



Daniel Gensemer

Principal, IAQ

Reviewed and Accepted:

Signature

Printed Name and Title

Date

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** References to "E2S" herein mean Element Environmental Solutions, Inc., and references to "CLIENT" mean the party (e.g., the corporation, company, partnership, firm, other business entity, etc.) to which the E2S's proposal is addressed. References to the "Agreement" mean these General Terms and Conditions and the E2S proposal attached hereto that references these General Terms and Conditions. The General Terms and Conditions are valid for any goods or services provided by E2S to the CLIENT.

2. **STANDARD OF CARE.** E2S agrees to exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. No warranties or guarantees are expressed or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose, by E2S regarding the services provided under this Agreement. The services provided by E2S are solely for the benefit of the CLIENT and the CLIENT shall not use project documents for any purpose other than for the specified use in connection with this project. E2S will comply with all federal, state and municipal laws, regulations, and ordinances throughout the performance of the work activities described in this Agreement. These services will be performed using the degree of skill and care normally exercised by other reputable members within E2S's profession, conducting activities under similar conditions and in similar locations. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY E2S'S PROPOSAL OR ANY CONTRACT OR WRITTEN OR ORAL REPORTINGS RESULTING FROM ANY PROPOSAL.**

3. **PRICING AND PAYMENT TERMS.** The pricing, quantity of goods, and time of delivery mentioned in the proposal are not binding on E2S, but E2S will make all efforts to fulfill the stated estimates. E2S reserves the right to increase a quoted fee in the event that the CLIENT requests a variation to the work agreed. "Reimbursable Expenses" are the actual expenses plus E2S's standard markup to cover administrative costs incurred by E2S or E2S's consultants hired, directly or indirectly, in connection with the project, such as expenses for transportation, long distance telephone calls, photocopy charges, drawings, specifications, binding documents, computer time and the rental or use of specialized equipment and other items used in the project. Fees and Reimbursable Expenses under this Agreement will also include any state or local sales or use tax.

Payment shall be made by CLIENT within thirty (30) days from the date of the invoice. E2S reserves the right to require payment at any time prior thereto if, in good faith, it believes that the prospect of payment is impaired. Interest at the rate of 2.5% per month shall accrue for late payment beginning thirty (30) days after the date of invoice. E2S may suspend or terminate its performance under this Agreement upon written notice to CLIENT if at any time any fees or costs are due and outstanding for a period of more than 45 calendar days from the date of invoice. In the event of a suspension, CLIENT agrees to reimburse E2S for all increases in costs of its services caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization, if any. In the event of delays through no fault of E2S and due to CLIENT's conduct, the CLIENT shall pay all costs which have been reasonably incurred by E2S in suspending the services, including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

Opinions of probable construction and related costs, financing and acquisition of land and right-of-ways prepared by E2S represent its judgment as a design professional and are supplied for the general guidance of the CLIENT. Since E2S has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or right-of-ways, or over competitive bidding, market or negotiating conditions, E2S does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the CLIENT.

If any amount of the invoice is disputed by the CLIENT, the CLIENT shall inform E2S of the grounds for such dispute within seven (7) days of delivery of the invoice and shall pay to E2S the value of the invoice less the disputed amount in accordance with these payment terms. Where E2S requires payment of a deposit, the CLIENT acknowledges that the deposit is not refundable. All fees are exclusive of value added taxes which will be added to invoices where appropriate.

The CLIENT shall supply, in a timely fashion and without charge, all necessary and relevant information (including any relevant instructions, consents and approvals) in CLIENT's possession and available to CLIENT and CLIENT's agents, contractors or consultants. If E2S has to carry out additional, repeat or revised work as a result of further or delayed information received, E2S shall appropriately advise the CLIENT who shall be responsible for payment of any such services using E2S's hourly rates in force at the time.

The CLIENT or E2S may, from time to time, during the course of the work, request changes or modifications in the scope of services to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of E2S's compensation, which are mutually agreed upon between CLIENT and E2S, shall be incorporated in written amendments to this Agreement. In the event the CLIENT desires additional work performed, which is not covered by the Agreement, the parties shall execute an amendment to this Agreement, and E2S shall be paid for the additional work in accordance with the terms and conditions set forth in this Agreement.

4. **ELECTRONIC FUNDS TRANSFER.** By providing a check as payment, you authorize E2S to use information from your check to make an electronic funds transfer from your account, from time to time, or to process the payment as a check transaction for any amount due to E2S. If your payment is late or returned unpaid, including due to insufficient or uncollected funds in your account, you authorize E2S to make an electronic funds transfer from your account to collect a sum equal to the applicable late fee in accordance with the Agreement, and/or the returned or insufficient funds fee charged by the financial institution.

5. **INSURANCE.** E2S agrees to maintain workers compensation and employer's liability, commercial automobile, commercial general liability and architect's and engineer's professional liability insurance coverage and to provide copies of insurance certificates for these policies to the CLIENT upon request. E2S will obtain additional insurance coverage upon the request of the CLIENT as is generally available provided, however, that the cost to purchase, administer and otherwise maintain such insurance shall be paid by the CLIENT to E2S as a change in scope of services.

6. **INDEMNIFICATION.** Subject to the monetary limitations as set forth in Section 8 below, each party agrees to indemnify the other from and against all claims, losses, expenses, costs and liabilities (inclusive of reasonable attorneys' fees) for property damage/destruction and bodily injury, caused by negligence, or willful misconduct perpetrated by the indemnifying party and/or its employees, agents, representatives, and subcontractors.

7. **CONSEQUENTIAL DAMAGES.** In no event will E2S be liable for incidental, special, or consequential damages, direct or indirect, exemplary or punitive damages arising from the services rendered, irrespective of whether the claim arises from negligence, errors, or omissions, strict liability, performance of services, actual or alleged breach of contract or warranty, indemnification, contribution or any legal theory. In no event will E2S be liable for lost profits, costs, or losses associated with services rendered in excess of the contract price or fees paid allocable to the services which give rise to the claim, whichever is less.

8. **LIMIT OF LIABILITY.** UNLESS EXPRESSLY AGREED TO THE CONTRARY, DAMAGES INCURRED BY THE CLIENT, OR WITH RESPECT TO WHICH CLIENT IS THREATENED AS A RESULT OF ANY ACTION OR FAILURE TO ACT ARISING OUT OF E2S'S WORK (WHETHER NEGLIGENCE OR BREACH OF CONTRACT) SHALL, IN NO EVENT EXCEED THE CONTRACT PRICE OR FEES PAID BY CLIENT IN CONNECTION WITH THE WORK, WHICHEVER IS LESS. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD E2S HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LOSSES, LIABILITY, AND ACTIONS TO WHICH E2S MAY BE SUBJECT, OR WHICH IT MAY BE THREATENED AS A RESULT OF ANY ACT, CLIENT OR ITS REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS DO, OR FAIL TO DO, IN CONNECTION WITH THE PROJECT OF WHICH THE WORK IS A PART; OR AS A RESULT OF CLIENT TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

9. **DELIVERY.** Delivery by E2S of written reports, documents and other goods will be deemed to have taken place when the reports, documents, and goods are handed to the custody of the CLIENT at his premises or to a messenger or courier when posted. E2S will be entitled to charge the CLIENT for any expenses of delivery other than normal postage charges. If an order is, at the CLIENT's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. Electronic dispatch may be provided upon request and at the CLIENT's risk. E2S reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.

10. **TERMINATION.** The CLIENT may terminate this Agreement upon ten (10) days written notice, provided that the CLIENT will be responsible for any and all costs, charges, and expenses already incurred, or to be incurred by E2S, including but not limited to all costs incurred for the mobilization and demobilization of services, reimbursements to suppliers and contractors, fees, administrative

costs and expenses, claims by others and any charges that will be levied by the list-owner on account of his expenses plus ten percent (10%) of the total fees earned by E2S to the time of termination. The parties acknowledge that it is difficult to determine the actual damages of E2S as a result of termination of the Agreement and agree that the termination expenses are liquidated damages.

In addition to other available legal remedies, E2S may terminate this Agreement in the event the CLIENT fails to make payments promptly when due, pursuant to Section 3 above, or if E2S has reason to believe the CLIENT will be unable to make any such payments.

11. **CONFIDENTIALITY.** Both parties shall maintain strict confidence and agree that they shall not use or disclose, without the prior consent of the other party, any information or material relating to this Agreement, services, each party's respective business, including any proposal and/or pricing (collectively the "Confidential Information"). E2S will not disclose, without prior written approval by the CLIENT, any information provided to E2S by the CLIENT that is designated by the CLIENT in writing as "Confidential Information." The term "Confidential Information" shall not include information that (i) is already in the possession of either party as of the date of its disclosure, unless held under a duty of non-disclosure, (ii) is or becomes generally available to the public other than as a result of a disclosure by either party, (iii) is provided to the parties through a third party or another party at any time, or (iv) either party is required by law, regulation, code or other federal, state, or local government requirement to disclose such information. The CLIENT agrees that any such disclosure is not a breach of contract and E2S shall not be held liable in any respect for disclosure of information under these circumstances. The CLIENT agrees that E2S may use CLIENT's name and general description of E2S services in providing qualification information to other clients and prospective clients. All E2S financial, technical, schedule and cost information provided to the CLIENT in proposals or written correspondence is proprietary and shall not be disclosed or made available, directly or indirectly, to third parties whether E2S is the successful bidder or not the successful bidder for any scope of services.

12. **OPERATIONS AND RIGHT OF ENTRY.** CLIENT will arrange for all access necessary to perform the work activities at the site as described in the proposal. E2S personnel possess the training and skills to conduct the work activities presented in this Agreement. CLIENT agrees to provide E2S with written notification of any subsurface or surface features including but not limited to: utilities, public or private; underground storage tanks; and/or buried debris. E2S is not responsible for damage/destruction or loss due to undisclosed, unidentified, or unknown subsurface and surface features, whether owned by CLIENT or a third-party, except to the extent that the damage/destruction or loss was caused by negligence by E2S. CLIENT, at CLIENT's expense shall furnish E2S all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any asbestos or hazardous materials at, on, or under the site. In addition, CLIENT will furnish such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by E2S for proper performance of its service.

E2S shall be entitled to rely on the accuracy and completeness of CLIENT-provided information in performing the services required under the Agreement. CLIENT-provided documents will remain the property of the CLIENT. CLIENT shall mark the location of all underground utilities affecting the job site. E2S assumes no liability for the accuracy or completeness of these markings. CLIENT shall arrange for proper disconnection or de-energizing of utilities as requested by E2S. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against E2S, and indemnify, defend, and hold E2S harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines or other man-made objects that were not identified to E2S by CLIENT or which were not properly located on drawings furnished to E2S.

13. **FAILURE TO FOLLOW RECOMMENDATIONS.** CLIENT acknowledges that the findings, recommendations and conclusions provided by E2S are based solely on professional interpretation of observations of conditions as they existed at the time of the site inspection and on information obtained while conducting the scope of services for this project. If the findings and recommendations are not implemented or acted upon within a reasonable period of time, there can be no assurances that intervening factors will not arise which may affect the findings and recommendations provided. In addition, data available from further inspections, assessments, subsurface explorations, sampling and testing of the property may modify or indicate the need to modify the findings and conclusions provided. E2S assumes no responsibility for damages (consequential or otherwise) arising from any such subsequent data, information or situations that are identified but not brought to E2S's attention. E2S shall not be liable for any claims that may arise through the course of implementing any of E2S's plans, specifications, or recommendations when E2S is not retained to observe, direct and supervise such implementation.

14. **HAZARDOUS MATERIALS AND DISPOSAL.** It is understood and agreed that E2S has no responsibility as a handler, generator, operator, transporter or disposer of hazardous or toxic substances, including asbestos and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of any hazardous substances or constituents found or identified in any sample collected by E2S. All samples of hazardous substances or materials containing hazardous substances (whether soil, water, sludge, or any other material collected as a result of testing or sampling) shall become and remain the property of the CLIENT and will be returned to the CLIENT after laboratory analysis are completed and the CLIENT shall have responsibility for the proper handling and disposal of all such samples and materials. Any and all testing or sampling equipment, clothing, expendables, or supplies which cannot be decontaminated will also become the property of the CLIENT subject to the CLIENT's responsibilities as previously outlined.

15. **DOCUMENTS.** All documents, including drawings, specifications, reports, estimates, field notes, and digitized versions thereof, furnished by E2S under this Agreement shall be the property of the CLIENT. It is agreed that E2S shall be entitled to keep copies of all documents. E2S shall have the right to use the intellectual property contained in such documents. All proprietary information of E2S shall remain the property of E2S. Documents furnished by E2S under this Agreement are not to be reused by the CLIENT or any other person for extensions of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by E2S will be at the CLIENT's sole risk and without liability to E2S and CLIENT shall indemnify and hold E2S harmless from any claims or damages resulting from such reuse. Any verification or adaptation of the documents by E2S will entitle E2S to further compensation.

16. **EMPLOYMENT OF PERSONNEL.** Subject to the prior written consent of E2S, the CLIENT shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of E2S directly associated with delivery of the services. CLIENT shall pay E2S an amount equal to the annual salary plus benefits in the event that the Client hires any E2S or former E2S employee within one year after the termination of this Agreement.

17. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties hereto and nothing herein is to be construed as conferring any right or benefit on any third party. It is the expressed intent of the CLIENT and E2S that they are the sole beneficiaries of the terms of this Agreement and there are no third party beneficiaries to this Agreement.

18. **FORCE MAJEURE.** E2S nor any of its principals or employees shall be liable for any failure or delay in performance due under this Agreement, in whole or in part, to fire, explosion, natural disaster, labor disputes, raw materials, fuel or power shortages, act of governmental authorities, delays in transportation, quarantine restrictions, substantial modification of the scope of work or to any cause of any nature beyond E2S's control. E2S shall have the right to apportion services on such basis as may appear to it to be equitable.

19. **NOTICE.** All written notices to be served or given to the CLIENT pursuant to this Agreement shall be sent or delivered to the CLIENT's residence, office or usual place of business and shall be treated as having been given upon receipt.

20. **GOVERNING LAW.** This Agreement shall be governed by, and constructed in accordance with, the laws of the Commonwealth of Pennsylvania.

21. **SEVERABILITY.** The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision and to that extent the provisions of this Agreement are declared to be severable.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any modification, revision or alteration thereof shall not be valid unless in writing and signed by the parties thereto.

23. **BINDING EFFECT.** The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Exhibit D: GENERAL TERMS AND CONDITIONS

- 1. DEFINITIONS**
 - a. Engineer – Barton Associates, Inc.
 - b. Client – The individual or entity to which the Proposal is addressed and with which Engineer has entered into this Agreement.
- 2. SERVICES OF ENGINEER**
 - a. Engineer shall provide, or cause to be provided, the Basic Services in Exhibit A and the services set forth herein.
 - b. Engineer shall furnish services not included in Exhibit A as Additional Services for equitable compensation after an Amendment is authorized in writing by Client.
- 3. STANDARD OF CARE**
 - a. The standard of care for all professional engineering and related services performed or furnished by Engineer will be the care and skill ordinarily and customarily used by the members of our profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 4. ACCESS TO SITE**
 - a. Engineer shall have access to the site for all activities necessary for the performance of its services.
- 5. INFORMATION FURNISHED BY OTHERS**
 - a. Client agrees to provide full information to Engineer on project requirements, existing conditions, and other data pertinent to the completion of the project. Engineer may rely on the timeliness, accuracy and completeness of information furnished by Client or others.
- 6. HAZARDOUS MATERIALS**
 - a. Engineer expressly excludes any and all services, which are directly or indirectly related to the discovery, remediation, transport, disposal, storage, or treatment of any hazardous or toxic material, irritant, pollutant, or otherwise dangerous substance or condition.
- 7. OPINIONS OF COST**
 - a. Opinions of probable construction costs, financial evaluations, feasibility studies, economic analysis of alternate solutions, and utilitarian considerations of operation and maintenance costs prepared by Engineer will be made on the basis of Engineer's experience and qualifications and will represent Engineer's professional judgment. It is recognized, however, that Engineer does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices and that any utilitarian evaluation or cost of work to be performed on the basis of probable costs must, of necessity, be speculative until completion of its detailed design. Engineer does not guarantee that opinions will not differ materially from negotiated prices or bids. If Client wishes greater assurance as to probable construction costs or if Client wishes formal estimates, an independent cost estimator should be employed.
- 8. CHANGES OR DELAYS**
 - a. Engineer's compensation identified in the Proposal is based on the scope of the project described in the Proposal. Any change in scope, hidden or unforeseen condition that necessitates Additional Services shall entitle Engineer to additional compensation.
 - b. Engineer shall complete services within a reasonable time, or within the time periods identified in the Proposal. If there are unpredictable occurrences, force majeure, or protracted delays beyond Engineer's control, and design services cannot be completed within the time periods identified in the Proposal, the schedule shall be extended, and the Engineer's compensation shall be equitably adjusted.
- 9. INVOICES AND PAYMENTS**
 - a. Engineer will prepare invoices in accordance with standard invoicing practices and submit monthly for Basic Services, Reimbursable Expenses identified in the Proposal, and authorized Additional Services.

The portion of the amount billed for Engineer's services for lump sum fees will be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing.
- 10. INSURANCE**
 - a. Engineer will purchase and maintain at Engineer's own expense, Worker's Compensation and General Liability insurance and will, upon request, furnish insurance certificates to Client.
 - b. Engineer will purchase and maintain, at Engineer's expense, professional liability insurance in an amount no less than \$5 million per occurrence and \$5 million aggregate. Engineer will, upon request, furnish insurance certificates to Client.
 - c. Engineer agrees to purchase additional insurance requested by Client (presuming such insurance is reasonably available from carriers acceptable to Engineer) provided the premiums for additional insurance are reimbursed by Client.
- 11. INDEMNIFICATION**
 - a. To the fullest extent permitted by law, Client and Engineer each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, partners, employees, representatives, or consultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Engineer, they shall be borne by each party in proportion to its negligence.
- 12. LIMITATION OF LIABILITY**
 - a. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligent professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer (hereafter Client's "Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding

fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is provided with respect to Client's claims, then Client's sole and exclusive remedy, in the aggregate, of Engineer to Client and anyone claiming by, through or under Client, for any and all such uninsured claims by Client shall not exceed the greater of the total compensation received by Engineer under this Agreement or \$50,000.00.

- b. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in this Agreement, Engineer shall not be liable to Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to any such damages caused by the negligent professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer.

13. OWNERSHIP AND USE OF DOCUMENTS

- a. All documents prepared or furnished by Engineer and Engineer's consultants, in either hard copy or electronic form, pursuant to this Agreement are instruments of service in respect of the Project. Engineer shall retain ownership and all property interest therein whether or not the project is completed. Engineer grants Client and Project Owner a license to use these instruments of service, contingent on payment of all fees and costs, for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client or any third party, without Engineer's written permission, shall be at Client's or third party's sole risk and without liability or legal exposure to Engineer. Client and any third party shall indemnify and hold Engineer harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Engineer to further compensation.
- b. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed and sealed by Engineer. For documentation purposes, the original electronic files will be retained by Engineer. Engineer will retain either hard copy originals or originals in a form to be considered more permanent than electronic storage. These originals shall govern in the event of any inconsistency between the two.
- c. Files in electronic media format or text, data, graphic or other types that are furnished by Engineer to Client or third parties are furnished for convenience. Any conclusion of information obtained or derived from such electronic files will be at user's sole risk. When transferring documents in electronic media format, in the event the project documentation provided in electronic form is converted, Client and any third party agree to assume all risks associated therewith and shall hold Engineer harmless from all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting therefrom.
- d. Engineer makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Engineer at the beginning of this assignment.

14. SUSPENSION

- a. If the Project is suspended or abandoned in whole or in part for more than 90 days, Engineer shall be notified in writing of such suspension or abandonment by Client and compensated for all services performed prior to receipt of notice, together with Reimbursable Expenses then due and all termination expenses.
- b. If the Project is resumed after being suspended for more than 90 days, Engineer shall be paid in full for all outstanding invoices and the Engineer's fee and time schedule for the remaining services shall be equitably adjusted prior to recommending services.

15. DISCLOSURE RIGHTS

- a. Client and Project Owner agree that Engineer has the authority to use its name as a client and general description of the project as a reference for other prospective clients.

16. DISPUTE RESOLUTION

- a. Client and Engineer agree to negotiate in good faith for a period of ninety days from the date of notice of all disputes between them arising out of or relating to this Agreement on a confidential basis prior to exercising their rights under this Agreement or under the law.
- b. If negotiation is not successful, Client and Engineer agree to submit any unsettled disputes arising out of or in relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

17. TERMINATION

- a. This Agreement may be terminated by either party upon seven days written notice. In the event of any termination, Engineer shall be paid for all services and reimbursable expenses rendered to the date of termination.

18. CONTROLLING AGREEMENT

- a. The attached Proposal and these General Terms and Conditions constitute the entire integrated Agreement of the parties. Any terms and conditions set forth in Client's purchase order, requisition, or notice of authorization to proceed are not a part of this Agreement between Engineer and Client, except when specifically accepted in writing by Engineer.

19. SURVIVAL AND SEVERABILITY

- a. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services by Engineer under this Agreement or the termination of this Agreement for any reason.
- b. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all other provisions shall remain in full force and effect.

20. GOVERNING LAW

- a. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The parties consent to the jurisdiction of the Court of Common Pleas of York County, Pennsylvania, to hear and decide any disputes arising out of this Agreement or that are related to this Agreement. The parties specifically authorize and grant to the other party and to the Court the right to obtain (in the case of the Court, to enter an Order granting) injunctive relief, specific performance, and to provide other equitable relief as may be appropriate under the circumstances. These remedies are in addition to and not in lieu of any other remedies available at law or in equity.

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is entered on _____ day of _____, 20____ ("Effective Date"), between Woolpert, Inc., whose address is 4454 Idea Center Blvd. Suite 100 Dayton, Ohio 45340 ("Woolpert") and Kautter & Kelley Architects, whose address is 5 Belmont Avenue, Wyomissing, PA 19610-2001 ("Client"), and intends to describe Woolpert's Services ("Services") to be furnished for the: RSD Thomas Ford Elementary School ("Project"), all as described below:

1. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is hereby incorporated by reference. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service.

2. Schedule: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. Fees: Client agrees the total compensation due Woolpert for its Service is provided in Attachment A which is hereby incorporated by reference. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement as provided herein, without penalty or liability, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest on a compounded basis at a rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

4. Communication/Coordination: Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement. Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality. Client grants Woolpert the right to use Client's name and logo in Woolpert's marketing materials, website, presentations, and customer lists to identify Client as a customer of Woolpert and to prepare descriptions of the Project for same. Any other public use, including case studies, will require Client's prior written approval, not to be unreasonably withheld. All usage will comply with Client's brand guidelines, if provided.

5. Change Management: Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

6. Standard of Care: Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession.

7. Force Majeure: Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

8. Client Representations: Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

9. Insurance: Woolpert agrees to maintain insurance coverage as set forth herein. Should Client require insurance coverage beyond the limits maintained by Woolpert, Client shall be responsible for the increased costs to procure such insurance.

- (a) Workers Compensation: statutory;
- (b) Commercial General Liability: \$1,000,000/\$2,000,000 per occurrence/aggregate;
- (c) Automobile Liability: \$1,000,000 combined single limit bodily injury/property damage each accident; and
- (d) Professional Liability: \$2,000,000/\$2,000,000 per claim/ aggregate.

10. Limitation of Liability: Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this

Agreement. Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or One Hundred Thousand Dollars (\$100,000), whichever is greater.

11. Certifications: Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

12. Warranty Disclaimer: Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

13. Construction/Site Safety: Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

14. Hazardous Materials: Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

15. Instruments of Services/Ownership: Drawings, specifications, documents, software, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein. In the event that Woolpert agrees to provide electronic files for the convenience of Client (e.g. CAD drawings), Woolpert may require the execution of a data transfer and release agreement. Notwithstanding, with respect to any electronic file that Woolpert provides the Client, due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor. Use of electronic files shall be at the sole risk of Client. Hard copies and PDFs presented by Woolpert shall govern any conflicting information in an electronic file. If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's deliverables without first obtaining Woolpert's written consent or uses electronic files provided by Woolpert, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

16. Termination/Suspension: Woolpert may terminate this Agreement for convenience upon thirty (30) days prior written notice to Client without penalty or liability. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the Client to cure the default within the seven-day period. In the event of any termination, Woolpert shall be paid for all services performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

17. Duty to Notify: Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

18. Export/Import Control: Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits, Woolpert's performance will be excused, and this Agreement will be terminated for the convenience of Woolpert.

19. Electronic Files: Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.

20. No Fiduciary Duty: Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

21. Publicity: Client grants Woolpert the right to use Client's name and logo in Woolpert's marketing materials, website, presentations, and customer lists to identify Client as a customer of Woolpert and to prepare descriptions of the Project for same. Any other public use, including case studies or the use of the names of any of Client's clients in describing the Services or activities associated with this Agreement or any Task Order, will require Client's prior written approval, not to be unreasonably withheld. All usage will comply with Client's brand guidelines, if provided.

22. Non-Solicitation: Client agrees that for the duration of this Agreement and for twelve (12) months thereafter, that neither Client nor any of its affiliates will employ, engage, recruit or contract with any employee or otherwise induce any employee of Woolpert to terminate the employee's employment or engagement with Woolpert. This provision does not prohibit Client from making general solicitations for employment that are not directly or indirectly targeted at Woolpert's employees or agents or from soliciting for employment any individuals who have ceased being employees of Woolpert at least six (6) months prior and unrelated to such solicitation.

23. **Headings:** Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

24. **Dispute Resolution:** In an effort to provide resolution for any conflicts that may arise during the Project, Consultant and Woolpert agree to resolve any and all such disputes first through non-binding, private mediation, and if mediation is unsuccessful, in a manner consistent with the Prime Agreement.

25. **Choice of Law/Venue:** This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Greene County, Ohio.

26. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the Effective Date written above.

Kautter & Kelley Architects

Woolpert, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment A: Scope of Services

Client's Representative

- Name: Michael Kautter, AIA
- Address: 5 Belmont Avenue, Wyomissing, PA 19610-2001
- Phone Number: 610.372.9960
- Email address: mkautter@kautterkelley.com

Woolpert's Contact

- Name: Thomas L. Godfrey, PE
- Address: 1926 Good Hope Road, Suite 400
- Phone Number: 223.201.8590
- Email address: Thomas.godfrey@woolpert.com

Services

Woolpert understands that Kautter & Kelley Architects (Client) is responding to a request for proposal from the Reading School District to prepare a Pre-Design Study for the former Thomas Ford Elementary School located along Old Wyomissing Road at the intersection with Margaret Street in Reading, Pennsylvania. The intent of the Pre-Design Study will be to assess the current condition of the 8.6 ac site and ±80,350 sf building along with an investigation to determine necessary repairs and renovations to the building. In addition to the necessary renovations, the study will also incorporate assessment of required improvements and design standards associated with design and construction of a ±18,000 sf building addition that is to include a new gymnasium, classrooms, and restrooms. From an existing concept plan provided by Client, this building addition will conflict with the existing site driveway and parking. Client has requested service from Woolpert to assist in assessing the anticipated impacts to the site and determining the site-related requirements and design standards associated with the proposed expansion of the building and parking.

Woolpert will work with Client to prepare a Pre-Design Study by providing a written report outlining the anticipated site-related improvements with design standards, permitting, and approval requirements. Per preliminary coordination with Client, Woolpert's scope in this review and report of the projected site needs will include:

- One site visit
- Review and summarization of the applicable Subdivision/Land Development, Zoning, and Stormwater Ordinances for items that are pertinent to the project.
- Estimate the impact to site parking required by the expansion option in conjunction with the intent of sharing parking with the existing and adjacent Thomas Ford RKA Building.
- Estimate the requirements, sizing, potential area, and type of Stormwater Management for the expanded site coverage.
- One coordination meeting at Client's office.
- Three coordination calls with the Client overall team.
- Coordination with the Client's Cost Estimating professional with review and review and feedback on the site cost estimating.
- One Final Presentation meeting with School District to review the findings of the Pre-Design Study.

Assumptions and Exclusions

1. No Design or revised concept planning is included. All site layout and design if required will be require a supplemental Agreement.
2. No formal coordination or meetings with the Municipality are included.
3. No coordination with adjacent property owners is included. Any necessary coordination will be performed by the Client.
4. No stormwater management calculations regarding SCM routings or capacity are included.
5. Cultural resources (archaeology & architectural) coordination and field work will not be required.
6. Preparation of plats and legal descriptions for easements are not included.
7. Preparation or modification of Legal documents is not included (O&M, Declaration Document, etc.)
8. Traffic Assessment or Impact Study is Not included.
9. Site topographic and boundary survey are Not included.
10. Geotechnical evaluations or Structural Engineering reporting are Not included.
11. No Submission of concept plans, calculations, or reports of any kind for review by Authorities Having Jurisdiction is included.

Compensation

Lump Sum Summary

Pre-Design Study (Site Impacts & Requirements).....\$ 10,000.00

Sep. 09, 2026

Juan Partida
Kautter & Kelley Architects
Reading, PA 19610

Re : Reading Schools Thomas Ford ES - Estimate
Construction Cost Consulting

Dear Mr. Partida;

It was a pleasure discussing with you the referenced project. As you know, I am certainly interested in providing you and your client with construction consulting services. I understand that the project involves a budget estimate for an 80,000 SF renovation and an 18,000 SF addition. The construction budget is not known but is likely to be \$24M for the renovation portion and \$10M for the addition. Our fees for this work are as follows:

	<u>Renovation</u>	<u>Addition</u>
Concept/Budget Estimate	\$ 7,600	\$ 2,800
Local Meeting (if req'd)	\$ 400/EA	
Site Meeting (if req'd)	\$ 800/EA (plus travel expenses)	
Reconciliation	N/A	

We include up to two virtual meetings in the above fee. Our fees include all normal clerical costs except large format printing, courier services, and long-distance travel expenses, if required. Although each project varies, we generally require two weeks for an SD estimate, two-to-three weeks for a DD estimate, and three-to-four weeks for a CD estimate. Please do not hesitate to let me know if you require additional information.

I look forward to working with you on this exciting project.

Sincerely,
Becker & Frondorf

M. Zaidel

Mike Zaidel
Partner – Cost Estimating

Proposals 2026
File: Reading Schools Thomas Ford ES P1