

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

THIS IS AN AGREEMENT made as of this 28th day of May 2014, between THE SOUTHERN LEHIGH SCHOOL DISTRICT, referred to as "OWNER," and D'HUY ENGINEERING, INC., referred to as "CONSTRUCTION MANAGER" (CM). OWNER intends to design and construct a new, approximately 58,500 square foot, Elementary School at 4625 West Hopewell Road, Center Valley, Upper Saucon Township, Lehigh County, PA. OWNER and CONSTRUCTION MANAGER in consideration of their mutual covenants herein agree in respect of the performance of professional services by CONSTRUCTION MANAGER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES (CONSTRUCTION MANAGER)

1.1 General

CONSTRUCTION MANAGER will serve as OWNER's professional representative for the Project, and provide professional consultation and advice through completion of the Project.

CM will provide the staffing and personnel listed on the attached organizational chart. However, if circumstances (scheduling conflicts, other commitments, etc.) arise with any assigned team member, other qualified staff will be assigned to the Project. OWNER will be notified if new staff is required and the OWNER will evaluate and approve any new team members of the Project.

1.2 Pre-design Phase Services

During this phase, CM will work closely with OWNER's personnel to investigate and develop Project criteria and program requirements.

1.2.1 Prepare preliminary PlanCon forms, where applicable. These will allow for the OWNER to plan space needs in the facility, including scheduled space and support areas. Furthermore, it will allow for a more accurate estimate of the overall budget and eliminate the lead time involved in the PlanCon process for the Project.

1.2.2 Scheduling. Overall preliminary scheduling for the Project, including pre-design, design, and construction phases will be prepared.

1.2.3 Cost analysis. Budgets should be developed for PlanCon and planning the project.

1.2.4 Conceptual planning. Preliminary conceptual planning, including phasing requirements should be developed.

1.2.5 Develop program criteria. ENGINEER will work in conjunction with OWNER's administration personnel and school principals to define clearly the program for the facility which can then be used to establish preliminary design information for the design professionals. This effort will define the OWNER's desires with regard to the criteria for

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

the Project, i.e., educational requirements, space needs, mechanical systems of the building, audio-visual provisions, future expansion, computer networking, building security, student circulation, etc.

- 1.2.6 Perform preliminary investigation of local and state agency requirements, such as local zoning requirements, land development and Planning Commission, DEP, etc., for establishing schedules and submittal requirements.
- 1.2.8 Assist the OWNER in establishing criteria for design professionals, including scope of work, scope of services, time schedule, budget, and Project criteria.
- 1.2.9 Assist the OWNER in preparing RFP's, draft contract and other materials required to define and evaluate scope, select and contract with design professionals.
- 1.2.10 Assist OWNER in parameters for the selection of design professional and defining scope of services required including contract terms.
- 1.3 Design & Construction Document Phase Services
 - 1.3.1 Review with design professionals the criteria and program requirements established during pre-design phases.
 - 1.3.2 Periodically review design for conformance with Project criteria, including conformance with OWNER guidelines.
 - 1.3.3 Participate in design meetings with the Architect and the OWNER's design committee.
 - 1.3.4 Assist OWNER and Architect in making presentations as requested by the OWNER for approvals, etc.
 - 1.3.5 Perform value engineering, e.g. Foundation system, code conformance options, framing systems, construction materials, constructability, phasing with technical input from Architect and consultants.
 - 1.3.6 Prepare 3 separate overall system by system budgets for the project at different stages of the design completion (PlanCon A, D & F).
 - 1.3.7 Prepare and update the project schedule, phasing plan and milestone schedule including formal milestone schedule and phasing plan that will be part of the bid documents.
 - 1.3.8 Advise OWNER regarding design progress and schedule and budget.
 - 1.3.9 Advise OWNER regarding submittals to governmental agencies and any perceived impact on Project schedules.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

- 1.3.10 Advise Architect in developing alternates in bid documents to ensure competitive bidding and allow for flexibility in selecting alternates prior to award, i.e., terrazzo floors versus vinyl tile, roof systems, wall finishes, mechanical systems, etc.
- 1.3.11 Review bid documents for conformance with Project criteria, including municipal requirements. Perform 3 complete Constructability Reviews at schematic design, design development, and 90% construction documents with full team of professionals, architectural, structural, mechanical, electrical, etc.
- 1.3.12 Attend architectural design team meetings.
- 1.3.13 Periodically review cost estimates and conformance of design with established budget.
- 1.3.14 Review construction options, i.e., material selection, constructability, and specification conformance with OWNER's standards.
- 1.3.15 Prepare Division 00 and 01 bid documents based on input and requirements of School District.
- 1.3.16 Provide and establish web-based construction management software for documenting and managing the project through design, construction, closeout and turnover.
- 1.3.17 Prepare RFP and obtain proposals for Construction Testing, Commissioning and other specialty services required for the project.

- 1.4 Bidding and Procurement Phase Services
 - 1.4.1 Review bid documents near the end of construction document phase for conformance with Project criteria, including municipal requirements and in particular for constructability, coordination between primes, phasing and project milestones.
 - 1.4.2 Conduct the pre-bid conference in conjunction with the Architect and Engineers.
 - 1.4.3 Assist in acquiring multiple bidders.
 - 1.4.4 Assist OWNER in reviewing bids, prepare and provide bid tabulation and comparison sheet.
 - 1.4.5 Assist in reviewing contractor qualifications prior to bid award.
 - 1.4.6 Attend Team Meetings and Board Meeting to review bids.
 - 1.4.7 Distribute bid documents and addendums.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

1.5 Construction Phase Services

CONSTRUCTION MANAGER will provide full time representation for the OWNER through the construction phase.

- 1.5.1 Assign a qualified full-time Project Manager (PM) (PM shall have minimum of 5 years experience in performing similar work) to be on site during entire construction period to observe and review activities with Architects, Contractors, Testing Agencies, Approval Agencies, etc.
- 1.5.2 Assign Principal Engineer and Senior Project Manager to oversee all activities with the OWNER, Contractors and Architect.
- 1.5.3 Provide technical support team to evaluate mechanical, structural, code, architectural, scheduling support for specific tasks.
- 1.5.4 Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect's clarifications and interpretations of the contract documents, progress reports, and other Project related documents.
- 1.5.5 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- 1.5.6 Maintain a full set of all project submittals, shop drawings, samples, as built drawings and other documentation to be turned over to OWNER at project closeout.
- 1.5.7 Monitor and assess construction schedule, progress and activities of Contractors to ensure conformance with project documents and construction schedule.
- 1.5.8 Coordinate and document all inspections and reviews with approval agencies and contractors.
- 1.5.9 Coordinate and document regular contractor coordination, scheduling, pre-installation, start-up and testing meetings.
- 1.5.10 Review and document contractor quality control and work for compliance with project requirements.
- 1.5.11 Review and provide detailed monthly analysis of CPM schedule for the project.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

- 1.5.12 Inform Contractors that they are responsible for their own construction safety plan for compliance with requirements of contract documents.
- 1.5.13 Coordinate OWNER occupied facilities with construction areas for proper safety measures, odors and traffic to prevent disruption to ongoing OWNER's operations.
- 1.5.14 All project documentation shall be managed and available on a web accessible document manager.
- 1.5.15 Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 1.5.16 Review all Contractors' applications for payment with the Architect and OWNER.
- 1.5.17 Advise OWNER regarding conformance with prevailing wage requirements.
- 1.5.18 Coordinate all construction testing and commissioning for compliance with project requirements.
- 1.5.19 Review shop drawing submittal schedule, and ensure that Architect and Contractors are processing submittals in a timely fashion.
- 1.5.20 Coordinate collection and format of all project documentation including as-built drawings.
- 1.5.21 Conduct bi-weekly job construction meetings and prepare meeting minutes and distribute to all parties.
- 1.5.22 Evaluate, recommend and advise OWNER on any construction issues, changes or recommendations.
- 1.5.23 Review any Change Orders, other field instructions and information prepared by Architect.
- 1.5.24 Assist OWNER and Architect in construction administration through the course of the Project.
- 1.5.25 Assist Contractors with coordination of activities with OWNER, Architect, Municipal Agencies and utility companies.
- 1.5.26 Review construction progress and advise Architect and OWNER if Prime Contractors are not coordinating construction activities in accordance with Project documents.
- 1.5.27 Review the project phasing and milestone dates regularly and notify contractors to provide corrective action where required. Notify OWNER of impact to OWNER's

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

operations and develop recovery and contingency plans where needed.

- 1.5.28 Provide progress photos and status reports as requested by OWNER including regular attendance at board meetings by Senior Project Manager to provide update.
- 1.5.29 Participate in punch list preparation and final start up procedures to ensure smooth transition to occupancy by OWNER.
- 1.5.30 Coordinate all agency approvals for the project.
- 1.5.31 CONSTRUCTION MANAGER will be actively involved throughout the construction phase, including attendance at Board meetings to present construction progress reports as required.
- 1.5.32 Coordinate cleaning punchlist and turn over by contractors for phased occupancy by OWNER of the building and site.
- 1.5.33 Coordinate delivery of OWNER’s equipment with contractors and completion schedule.
- 1.5.34 Follow through on coordinating final completion of project including punchlists and final payment.

SECTION 2 - ADDITIONAL SERVICES OF CONSTRUCTION MANAGER

2.1 Services Requiring Authorization in Advance

- 2.1.1 Additional services as agreed to by OWNER and CONSTRUCTION MANAGER. No additional services shall be provided without prior written authorization.
- 2.1.2 The target date proposal fee and alternate (baseline) proposal fee are based on the Owner’s RFP as follows:

Phase Breakdown Summary	Baseline Schedule Months	Target Schedule Months
Pre-Design Phase	6 months (June 2014–Nov. 2014)	Included below
Design & Construction Doc. Phase	12 months (Dec. 2014 – Nov. 2015)	10 months (June 2014 – March 2015)
Bidding & Procurement Phase	2 months (Dec. 2015 – Jan. 2016)	1.5 months (April 2015 – May 2015)
Construction Phase	19 months (Feb. 2016 – Aug. 2017)	15.5 months (May 2015 – August 2016)
Demo/Site Phase	10 months (Sept. 2017 – June 2018)	10 months (Sept. 2016 – June 2017)
Occupancy	August 2017	August 2016

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

Should the above timelines be extended, CONSTRUCTION MANAGER's services will be considered additional services and will be paid on a time and expense basis as set forth on the Fee Schedule in Article 5.1.3 or by separate proposal.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSTRUCTION MANAGER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSTRUCTION MANAGER's services for the Project.
- 3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.
- 3.3 Assist CONSTRUCTION MANAGER by placing at CONSTRUCTION MANAGER's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.4 Arrange for access to and make all provisions for CONSTRUCTION MANAGER to enter upon public and private property as required for CONSTRUCTION MANAGER to perform services under this Agreement.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSTRUCTION MANAGER, obtain advice of an attorney and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSTRUCTION MANAGER.
- 3.6 Give prompt written notice to CONSTRUCTION MANAGER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSTRUCTION MANAGER's services, or any defect or non-conformance in the work of any Contractor.
- 3.7 Direct CONSTRUCTION MANAGER to provide Additional Services as stipulated in Paragraph 2.1 of this Agreement, or other services as required.
- 3.8 Bear all costs incident to compliance with the requirements of this Section 3.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

SECTION 4 - PERIODS OF SERVICE

The provisions of this Section 4 and the various rates of compensation for CONSTRUCTION MANAGER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the contiguous progress of the Project and the base proposal fee is based on the timelines listed in Article 2.1.2.

Should the above timelines be extended, CONSTRUCTION MANAGER's services will be considered additional services and will be paid on a time and expense basis as set forth on Schedule A or by separate proposal.

SECTION 5 - PAYMENTS TO CONSTRUCTION MANAGER

5.1 Methods of Payment for Services and Expenses of CONSTRUCTION MANAGER.

5.1.1 For Basic Services. OWNER shall pay CONSTRUCTION MANAGER for Basic Services rendered under Section 1 an amount based on the fee estimates stated herein.

5.1.2 For Additional Services. OWNER shall pay CONSTRUCTION MANAGER for Additional Services in accordance with the terms stated in the advance written authorization and agreement to perform such Additional Services.

5.1.3 Payment for Basic Services. Amounts paid by OWNER to CONSTRUCTION MANAGER (to include all Basic Services and Reimbursable Expenses) are not to exceed as follows and are based on the timelines (months) listed in Article 2.1.2.

Fee Breakdown Summary	Occupancy of August 2017 Cost	Occupancy of August 2016 Cost
A) Pre-Design Phase	\$13,475.00	included below
B) Design & Construction Doc Phase	\$76,207.00	\$83,132.00
C) Bidding & Procurement Phase	\$9,960.00	\$9,960.00
D) Construction Phase	\$524,621.00	\$446,196.00
E) Reimbursables	\$12,485.00	\$7,960.00
Total Hours & Fee:	\$636,748.00	\$547,248.00

F. The fees for each of the above phases shall be interchangeable.

G. The invoicing shall be based on progressive completion of tasks for each phase.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

H. The hourly rates for any additional invoicing shall be based on the following hourly rates which are subject to annual increases:

Principal-in-Charge	\$165.00
Senior Project Manager	\$120.00
Senior Field Representative	\$120.00
Field Representative	\$97.00
Technical Specialist	\$130.00
BIM/CAD Specialist	\$65.00
Administrative Assistant	\$50.00

5.2 Times of Payments.

5.2.1 CONSTRUCTION MANAGER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments within thirty (30) days of receipt of such monthly statements in response to CONSTRUCTION MANAGER's monthly statements. Monthly statements shall be submitted as a percentage of the estimated fees and based on the progress of services performed.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due CONSTRUCTION MANAGER for services and expenses within sixty days after receipt of CONSTRUCTION MANAGER's statement therefore, the amount due CONSTRUCTION MANAGER will be increased at the rate of 0.5 % per month from said sixtieth day. In addition, CONSTRUCTION MANAGER may thereafter, after giving thirty (30) days' written notice to OWNER, suspend services under this Agreement until CONSTRUCTION MANAGER has been paid in full all amounts due for services, expenses, and charges, unless a dispute exists between the CONSTRUCTION MANAGER and the OWNER regarding CONSTRUCTION MANAGER's failure to fully and/or promptly perform services under this AGREEMENT.

5.3.2 In the event of termination by OWNER under Paragraph 6.1 during any phase of the Basic Service, CONSTRUCTION MANAGER will be paid for services rendered during that phase. In the event of any termination in the construction phase CONSTRUCTION MANAGER will be paid for all services rendered and a pro- rated amount of two months of construction phase services, to cover the costs for relocation of staff to other assignments

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

The obligation to provide further services under this Agreement may be terminated by OWNER or CONSTRUCTION MANAGER upon thirty days' written notice. If OWNER terminates agreement payments shall be made to CONSTRUCTION MANAGER in accordance with Paragraph 5.3.2. If CONSTRUCTION MANAGER terminates agreement payments shall be made to CONSTRUCTION MANAGER in accordance with Paragraph 5.3.2.

6.2 Controlling Law.

This agreement is to be governed by the laws of the Commonwealth of Pennsylvania and venue shall be exclusively in the Court of Common Pleas of Lehigh County, Pennsylvania and each of OWNER and CONSTRUCTION MANAGER herewith agree to and consent to the venue and jurisdiction of said Court.

6.3 Successors and Assigns.

OWNER and CONSTRUCTION MANAGER each is hereby bound and the successors of OWNER and CONSTRUCTION MANAGER are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.3.1 Neither OWNER nor CONSTRUCTION MANAGER shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. CONSTRUCTION MANAGER may, following advance notice and written approval by OWNER, employ such independent professional associates and consultants as CONSTRUCTION MANAGER may deem appropriate to assist in the performance of services hereunder.

6.3.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSTRUCTION MANAGER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSTRUCTION MANAGER and not for the benefit of any other party.

SECTION 7 - INSURANCE

7.1 CONSTRUCTION MANAGER shall procure and at all times maintain insurance for protection from claims under Worker's Compensation Acts, and claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees in an amount of at least TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate. Such insurance shall be maintained

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

with reputable insurance companies, and CONSTRUCTION MANAGER shall provide OWNER with a Certificate of Insurance including OWNER as additional insured, and it must further provide that the policy shall not be cancelled, non-renewed or materially changed so as to affect the insurance until 15 days' notice of such action has been delivered to OWNER.

- 7.2 CONSTRUCTION MANAGER shall also procure and at all times maintain professional liability insurance for protection from claims arising out of performance of professional services caused by negligent act, error, omission or any act for which the CONSTRUCTION MANAGER and/or insured is legally liable. Such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates identifying that such insurances in effect will be delivered to OWNER upon OWNER'S request:

COVERAGE AMOUNT: \$2,000,000.00

CONSTRUCTION MANAGER'S DEDUCTIBLE: \$50,000.00

Professional Liability Insurance shall be maintained on a claims-made basis during the term of this Agreement and during extensions and renewals of this Agreement and for a five (5) year period after the date of termination of this Agreement.

- 7.3 COMMERCIAL GENERAL LIABILITY INSURANCE of Contractor shall contain Contractual Liability coverage in an amount not less than \$1,000,000.
- 7.4 AUTOMOBILE LIABILITY INSURANCE of Contractor shall contain Combined Single Limit coverage in the amount not less than \$1,000,000.
- 7.5 OWNER and its officers, directors, employees and agents shall be designated as additional insureds for the General Liability, Automobile Liability and Excess/Umbrella Liability.

SECTION 8 - EXCLUSIONS

- 8.1 CONSTRUCTION MANAGER shall not be required to provide abatement services related to asbestos, radon, and lead and/or nuclear energy construction issues unless otherwise agreed to in writing by CONSTRUCTION MANAGER and OWNER.
- 8.2 CONSTRUCTION MANAGER will not be responsible for the negligence, misconduct or errors of any contractor or other personnel, including construction means or methods, or the failure of Contractors to comply with the safety or security operations or practices; unless such failure was caused in whole or in part by the actions or inactions of the CONSTRUCTION MANAGER.
- 8.3 CONSTRUCTION MANAGER will not be responsible for any design errors or

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

omissions. The liability for all design requirements shall remain with the ARCHITECT.

SECTION 9 - RISK ALLOCATION

- 9.1 OWNER and ENGINEER have discussed the risks, rewards and benefits of the Project and the design professional's total fee for services. The risks from ENGINEER to OWNER have been allocated such that the OWNER agrees that to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of \$1,000,000 (one million dollars). Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

SECTION 10 – MISCELLANEOUS

- 10.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or a breach thereof shall be litigated in the Court of Common Pleas of Lehigh County. There shall be no entitlement to arbitration pursuant to this Agreement. Nothing in this paragraph shall limit the parties rights to voluntarily submit cases to mediation and/or arbitration, if the parties so agree. Nothing in this paragraph shall limit the OWNER'S right to join CONSTRUCTION MANAGER to a proceeding with the OWNER, Architect and/or Prime Contractor(s) as provided for in the construction Contract Documents.
- 10.2 This Agreement together with the Exhibits and schedules identified herein constitute the entire agreement between OWNER and CONSTRUCTION MANAGER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a fully-executed written agreement between CONSTRUCTION MANAGER and OWNER.
- 10.3 COMPLIANCE WITH POLICY/LAW: Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the child abuse recognition and reporting training requirements of Pennsylvania's Act 126 of 2012, 24 P.S. 12-1205.6, as well as the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
SOUTHERN LEHIGH SCHOOL DISTRICT
NEW ELEMENTARY SCHOOL**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: SOUTHERN LEHIGH SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

CONSTRUCTION MANAGER: D'HUY ENGINEERING, INC.

By: _____

Printed Name: M. Arif Fazil, P.E.

Title: President

Date: _____