

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of this the 23rd day of June 2026, by and between the **North Penn School District**, 401 E. Hancock Rd., Lansdale, PA 19446 (“the Owner”) and **ICS Consulting, LLC DBA CMTA** (“the Professional”), with a principal place of business located at 1400 N. Providence Road, Bldg 2, Suite 4045, Media, PA 19063. The parties, with the intent to be legally bound, agree as follows:

ARTICLE 1. THE PROJECT

1.1 Under this Agreement, the Professional shall perform and provide for the benefit of Owner work and services in connection with various projects (each referred to as a “Project”), as specified in a particular Individual Work Order.

1.2 Individual Work Orders: Each component of the Professional’s Services (“Services”) shall be authorized by the Owner under a separate Individual Work Order Form (“Work Order”), substantially in the form attached hereto as Exhibit “A”, which shall be negotiated and agreed upon in writing by the parties in advance of the commencement of and Services thereunder.

ARTICLE 2. THE PROFESSIONAL’S RESPONSIBILITY

2.1 The Professional accepts the relationship of trust and confidence established between the Professional and the Owner under this Agreement and agrees to perform the Services to a high degree of technical and professional skill and competence and in the most expeditious and economical manner consistent with the interests of the Owner.

2.2 The Professional shall treat information that it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Owner Superintendent of Schools.

Additionally, the Professional will cooperate with the Owner in providing records as the Owner determines necessary to comply with the Right to Know Law 65 P. S. §67.101 et seq..

ARTICLE 3. SERVICES OF THE PROFESSIONAL

3.1 The Professional shall perform the following services in connection with the Individual Work Order, referred to elsewhere in this Agreement as the “Services”:

3.1.1 Services: This Agreement shall encompass design services normally associated with Project including, but not limited to, written recommendations, reports, presentations, and opinion of probable construction cost.

3.2 The Professional shall perform the Services in accordance with this Agreement and any applicable laws, codes, ordinances, rules or regulations.

ARTICLE 4. TIME OF PERFORMANCE

4.1 The Professional shall perform the Services as set forth in each Work Order in a prompt and diligent manner in the best interests of the Owner and in such time as not to cause a delay in the progress or completion of any component of the project.

ARTICLE 5. THE PROFESSIONAL’S COMPENSATION

5.1 Each IWO will establish whether the Professional’s Compensation will be on a fixed fee basis or an hourly rate basis with a not to exceed limit.

5.1.1 Fixed Fee: The Owner will compensate the Professional a total amount payable for the reports and deliverables as stated in a Work Order approved under this Agreement.

5.1.2 Hourly Basis: The Owner will compensate the Professional on an hourly basis, plus expenses, as set forth in the Rate and Expense Schedule attached as Exhibit “B”; PROVIDED, HOWEVER, that the compensation due hereunder shall not exceed the limitation stated in each Work Order approved under this Agreement, unless the Owner specifically agrees otherwise in

writing.

5.2 The Professional shall submit monthly applications for payment, and the payment on each application shall be due not later than forty-five (45) days after the Owner's receipt and approval of the application. Upon the Owner's request, the Professional's delivery of its work product to the Owner, in a form usable by the Owner, shall be an express condition precedent upon the Owner's obligation to make payment therefor.

ARTICLE 6. MODIFICATION AND TERMINATION

6.1 This Agreement may be modified or amended only by a written document signed by the parties. The Professional's compensation and time of performance as set forth in each component Work Order shall be adjusted only if they are materially affected by such modification or amendment.

6.2 This Agreement, or the work on any component Work Order, may be terminated by either party for its convenience and without cause at any time upon thirty (30) days written notification. Upon termination, the Professional shall deliver all work products to the Owner, in a form usable by the Owner, and the Owner shall then, subject to the limitation stated in Article 5, make payment to the Professional for all Services rendered and expenses incurred by the Professional in good faith through the date of the termination.

ARTICLE 7. INSURANCE

7.1 The Professional represents and agrees that it has in effect and will maintain until completion and final acceptance of the Services required hereunder the following insurance from companies satisfactory to the Owner:

7.1.1 **Worker's or Workmen's Compensation Insurance,**

including: (a) Employer's Liability, in an amount not less than \$500,000 or such larger sum as may be required by the laws of the Commonwealth of Pennsylvania; and (b) All States endorsement;

7.1.2 **Commercial General Liability Insurance**, including coverage for, among other things, claims for bodily injury, sickness, disease or death of any person or damage to any property, including loss of use resulting therefrom, in an amount not less than \$2,000,000 combined limit. This coverage shall be on an "occurrence" basis.

7.1.3 **Automobile Liability Insurance**, including coverage for claims arising out of the ownership, maintenance or use of a motor vehicle, in an amount not less than \$1,000,000 combined limit.

7.1.4 **Professional Liability Insurance**, covering errors and omissions in services, in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.

7.2 Before commencing any Services, the Professional shall furnish a certificate, satisfactory to the Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, endorsements, dates of expiration and limits of liability thereunder, and further providing that the insurance will not be canceled until the expiration of at least thirty (30) days after written notice of such cancellation has been mailed to and received by the Owner. The Owner shall be named as additional insured under those policies of insurance identified in Paragraph 7.1.2.

ARTICLE 8. INDEMNIFICATION

8.1 Each Party (“Indemnifying Party”) hereby agrees to defend (with counsel reasonably satisfactory to the Indemnitees hereunder), indemnify and save harmless the other Party (the “Indemnified Party”), its directors, administrators, officers, agents, servants and employees, and each of them (herein the “Indemnitees”) from and against any and all liability, loss, claims, actions, damages, demands, loss of funding, and expenses (including, without limitation, fees of attorneys, investigators and experts) asserted against and/or suffered or incurred by any of the Indemnitees on account of any injury to persons (including death resulting therefrom) or damage to property arising out of or relating to the negligence or willful misconduct of the Indemnifying Party, its agents or employees, in the performance of any Services hereunder. The Indemnifying Party agrees that the foregoing agreement to defend, indemnify and hold harmless includes, without limitation, claims or actions asserted by the Indemnified Party’s employees. The Indemnifying Party shall, at its own expense, defend any and all actions, against the Indemnified Party, legal, equitable or otherwise, which arise out of the negligence or willful misconduct of the Indemnifying Party, its agents or employees and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments arising therefrom. The Indemnifying Party agrees that the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9. USE OF PROFESSIONAL’S WORK PRODUCT

9.1 The original drawings and specifications are the property of the Professional; however, the Project for which the Drawings and Specifications have been developed is the property of the Owner. Upon completion of the Project or any earlier termination of this Agreement under

Article 6.2 hereof, the Professional shall furnish the Owner with duplicate reproductions of all Drawings and Specification prepared by the Professional for the Project and copies of the Professional's computer aided design ("CAD") files, as the Owner may reasonably require. All such reproductions may be used by the Owner without the Professional's permission for any proper purpose relating to the Project including, but not limited to, completion of, additions or modifications to and/or maintenance of the Project. It is understood and agreed that the Drawings and Specifications were prepared for, and hence are appropriate for use only in connection with, the construction of the Project. In the event the Owner proceeds with construction without the services of the Professional, the Owner agrees that its continued use of the Professional's work product including the Drawings and Specifications shall require it to engage the services of similarly licensed and credentialed professional. It is further agreed that its continued use of the Professional's work product without continuing the employ the services of the Professional shall not release the Professional of any errors or omissions in the Professional's work product but shall release the Professional from any and all claims, demands, suits or liabilities of any kind arising in connection with the Owner's modification, change or completion of the Professional's completed work product.

ARTICLE 10. MISCELLANEOUS

10.1 The Professional represents and warrants that it is fully qualified, licensed and/or lawfully authorized to perform the services required hereunder in the Commonwealth of Pennsylvania and agrees to maintain such status throughout its performance of the Services. All required seals on any design documents for the Project shall be affixed by the Professional's licensed and registered architects or engineers.

10.2 The Professional shall notify the Owner at least two (2) business days in advance of

any data collection, testing or survey(s) performed on the Owner's property. Prior to agreeing to the Professional or any agent, employee, or subcontractor of the Professional coming onto the Owner's property, the Professional will provide the Owner with the following for the agent/employee/subcontractor:

- a. Pennsylvania and FBI criminal history reports which shall be no older than 60 months old at any time the agent/employee/subcontractor is present on the Owner's property;
- b. An official child abuse clearance from the Pennsylvania Department of Public Welfare pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355, dated no earlier than 12 months prior to the date upon which it is presented to the Owner
- c. A complete, current PDE-6004 disclosure form.

10.3 If the Owner reasonably objects to the criminal history reports, child abuse clearance or PDE-6004 of any of the Professional's agents/employees/subcontractors, then the identified individual shall not be present on the Owner's property or otherwise perform services under this Agreement.

10.4 The Professional agrees that in the performance of services under this Agreement, the Professional will not discriminate persons on the basis of race, color, familial status, religious creed, ancestry, age, sex, sexual orientation, gender identity or expression, national origin, handicap, disability or use of guide or support animal.

10.4 The Professional shall not subcontract any of the work required hereunder without the Owner's prior written approval.

10.5 The Professional shall have the status of an independent contractor for the Services under this Agreement.

10.6 This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

10.7 The term of this Agreement shall commence on the date hereof and shall continue until February 17, 2029. This Agreement will automatically be extended for additional twelve (12) month periods unless the services are terminated in accordance with Article 6.2.

10.8 ICS Consulting, LLC DBA CMTA reserves the right to replace Exhibit B-Professional Rates and Fee Schedule on an annual basis.

ARTICLE 11. DISPUTE RESOLUTION

11.1 The Owner, at its sole discretion, shall have the right to elect to have all claims, disputes and other matters in question (collectively “Claims”) between the parties arising out of, or relating to, this Agreement or the breach thereof decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Owner’s election to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any and all Claims that Owner does not elect to arbitrate shall be subject to the exclusive jurisdiction of the Montgomery County Court of Common Pleas. In the adjudication or other disposition of any Claim arising under this Agreement and/or the services provided hereunder, whether through arbitration, court proceeding or otherwise, in addition to any other relief awarded, the prevailing party shall be awarded its reasonable attorneys’ fees and costs incurred in connection with the Claim. For purposes of this paragraph, the term “costs” includes, without limitation, filing fees, arbitrator fees and expenses (if applicable), witness and subpoena fees, copying costs, messenger and delivery costs,

transcript/stenographic costs and expert witness fees.

ARTICLE 12. AUTHORITY TO ACT FOR THE OWNER

12.1 A majority of the Board of School Directors of the Owner has the sole authority to act on behalf of the Owner with respect to matters creating or increasing any indebtedness or entering into any contract, including, without limitation, the: (a) execution and delivery of any modification or amendment to this Agreement, or increasing the limit stated in Article 5 for the Professional's compensation; and (b) waiver or compromise of any right, claim or remedy of the Owner. In all other matters concerning the Agreement, the Owner designates _____, as its representative, authorized to act on the District's behalf with respect to the Agreement. The Owner may change its designated representative from time to time by written notice to the Professional.

IN WITNESS WHEREOF, the parties have executed this **PROFESSIONAL SERVICES AGREEMENT** on the dates indicated below.

NORTH PENN SCHOOL DISTRICT

Dated: _____

By: _____

Name: _____

Title: _____

ICS CONSULTING, LLC DBA CMTA

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBITS

A - INDIVIDUAL WORK ORDER FORM FOR WORK ORDERS, DETAILS, PROCEDURES AND FORMS, MASTER AGREEMENT FOR PROFESSIONAL SERVICES

B – PROFESSIONAL’S CURRENT RATE AND EXPENSE SCHEDULE

EXHIBIT “A”
INDIVIDUAL WORK ORDER (“IWO”) FOR
FOR PROFESSIONAL SERVICES AGREEMENT

This Individual Work Order is being issued on the ____ day of _____ 202__, by and between North Penn School District (hereinafter called “the District.”) and ICS Consulting, LLC DBA CMTA (hereinafter called “Professional”).

All terms, requirements, conditions and considerations of the Professional Services Agreement executed between the District and the Professional on the 26th day of June 2026, are hereby referenced and made a part hereof as if attached.

1. Reference Information:

2. Scope of Work and Deliverables:

3. Completion Dates and Milestones:

4. Compensation and Costs:

As negotiated and agreed, this Individual Work Order has been executed and delivered as of the date previously set forth:

ICS Consulting, LLC DBA CMTA

North Penn School District

TITLE

TITLE

DATE

DATE

EXHIBIT ‘B’ – CURRENT RATE AND EXPENSE SCHEDULE (2026)

Hourly Billing Rate Schedule	
Construction Executive	\$205/hr
Project Director	\$190/hr
Safety Director	\$130/hr
Senior Project Manager	\$190/hr
Project Manager	\$165/hr
General Superintendent	\$180/hr
Site Superintendent	\$130/hr
Project/Field Engineer	\$130/hr
Administrative Services	\$72/hr
Other General Conditions Required for Project	TBD
Travel & Lodging Expenses	Cost + 10%
Printing Services	Cost + 10%
Overnight, Express Mail & Courier Services	Cost + 10%
Sub-consultants	Cost + 10%