



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of November, 2015 (“Effective Date”), by and between **PENNSYLVANIA RURAL WATER ASSOCIATION**, a Pennsylvania non-profit corporation with a principal address of 138 West Bishop Street, Bellefonte, Pennsylvania 16823 (hereinafter “PRWA”)

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Antis Township, a Pennsylvania township, with a principal address of 909 North Second Street, Bellwood, PA 16617 (hereinafter “Client”).

RECITALS:

WHEREAS, Client desires to retain an individual or firm to convert paper maps to electronic formats and/or to create electronic maps and other documents for use in geographic information systems, also known as GIS; and

WHEREAS, PRWA agrees to render the services as more fully set forth in Section 2 below in a qualified and competent manner.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and intending to be legally bound, the Parties agreed as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

2. Scope of Services.

PRWA shall provide GIS system mapping for the Antis Township located in Blair County, Pennsylvania, (hereinafter “Project”), which is owned by Client. The GIS system mapping prepared by PRWA will include an initial consultation, on-site field work, preparation of one (1) digital copy of the maps of the Project together with one (1) hard Office copy of the maps for the Project and one (1) Field copy of the maps for the Project. PRWA shall retain digital copy of the maps for the Project in its database for a period of ten (10) years.

3. Duties and Responsibilities of Client.

Client agrees to provide the following information and assistance to PRWA:

- A. Client will designate a person to act as its representative with respect to obtaining and providing any and all information requested by PRWA to PRWA and to provide access to PRWA to all of Client's facilities and/or locations desired to be visited and/or viewed by PRWA.
- B. Client will provide to PRWA any and all documents, reports, data, surveys, studies, and any other information requested by PRWA, which PRWA deems desirable to perform the services as set forth in Section 2 above.
- C. Client will provide PRWA access to any and all locations and/or facilities together with appurtenances and accessories requested to be viewed and/or visited by PRWA as part of its field work, including but not limited to any on-site work, which PRWA deems desirable to perform the services as set forth in Section 2 above.

4. Fees.

Client agrees to pay the following fees for the work to be performed by PRWA as set forth in the Scope of Services in Section 2 above:

- (a) One-Time Setup Fee. Members of PRWA will pay the sum of Eight-Hundred and No/100 (\$800.00) Dollars. Non-members of PRWA will pay the sum of One Thousand Five Hundred and No/100 (\$1,500.00) Dollars. This One-Time Setup Fee includes one (1) digital copy of the maps of the Project; one (1) field map of the Project; one (1) office map of the Project; and storage of the digital maps of the Project for ten (10) years at PRWA. **Please note that this Setup Fee will not be charged for any updates to the Project as requested by the Client and all updates of the Project will be billed at the then hourly rate as provided PRWA at the time of the request for any update.**
- (b) Hourly Rate. Client agrees to pay to PRWA a rate of One Hundred and No/100 (\$100.00) Dollars per hour to perform any and all on-site work and to prepare any and all documents and maps in both electronic and hard-copy formats in the office together with any and all other work performed by PRWA to prepare the final product to the Client. Client and PRWA agree that such hourly rate shall be charged in one-fourth (1/4) increments. For example, if PRWA works on Client's project for three (3) hours and fifteen (15) minutes, PRWA will charge 3.25 hours for the work performed.

- (c) Project Related Travel Expenses. Client agrees to pay to PRWA incurred overnight travel expenses to perform any and all on-site work to complete the Project. Overnight travel expenses include overnight hotel expenses, mileage at the current IRS reimbursement rate. Overnight travel expense does not include meals.

Additional digital and hard copies may be purchased at any time at the current rates of PRWA.

5. Payment.

The fees for services under this Agreement shall be due as follows:

Payment of the One-Time Setup shall be paid in full at the Time of Execution of this Agreement.

Client agrees to pay the hourly rate as set forth in Section 4(b) above on a monthly basis. PRWA shall submit invoices monthly to Client, which said invoices are due on presentation. An invoice shall be considered past due if not paid in full within thirty (30) days of the invoice date.

Client agrees and understands that a penalty of one and one-half (1.5%) percent per month shall be added thirty (30) days after the date upon any payment, including but not limited to monthly invoices, due and owing under the terms of this Agreement is due and remains unpaid. Payment thereafter shall first be applied to accrued interest then to the unpaid principal.

6. Expected Time of Completion/Delivery of Final Product.

PRWA expects that all work set forth in the Scope of Services shall be completed on or before one year from start of project; provided however, the expected time of completion is an estimate and Client hereby acknowledges and confirms that the Expected Time of Completion is not a firm deadline for PRWA to complete all work as set herein. PRWA may withhold delivery of the final product of the work set forth in the Scope of Services until paid in full for all work completed.

7. Independent Contractors.

Any services or additional services provided by PRWA or its employees under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

8. Non-Discrimination.

PRWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of PRWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. Termination.

A. Termination by PRWA. PRWA shall have the right to terminate this Agreement at any time and for any reason, which termination shall be effective upon PRWA providing written notice to Client. In the event that PRWA elects to terminate this Agreement, PRWA shall submit a final invoice for all work performed to Client and Client shall promptly pay said invoice within thirty (30) days of receipt for all work completed prior to PRWA's termination of this Agreement.

B. Termination by Client. In the event that PRWA is in default of the terms of this Agreement and has failed to cure said default within ten (10) days after written notice of said default is provided to PRWA by Client, Client shall have the right to terminate this Agreement. In the event that Client elects to terminate this Agreement, PRWA shall submit a final invoice for all work performed to Client and Client shall promptly pay said invoice within thirty (30) days of receipt for all work completed prior to Client's termination of this Agreement.

10. Document Ownership.

A. Client shall, upon payment in full of all monies due and owing from Client to PRWA and completion of the terms of this Agreement, become the owner of all maps provided to Client to PRWA pursuant to this Agreement.

- i. Notwithstanding the foregoing, PRWA does not convey to the Client nor does Client obtain any right to any document or material utilized, not provided by Client, by PRWA that was created or produced separate from this Agreement or pre-existing material (not already owned by Client). To the extent that pre-existing materials are incorporated into the work, PRWA grants Client an irrevocable, non-exclusive, royalty-free right and/or license to use, execute, and reproduce the pre-existing material, but only as an inseparable part of the work. Client acknowledges and agrees that PRWA retains all rights to the know-how with respect to how to perform the services provided hereunder.
- ii. Files in electronic format of maps, data, graphics, or of other types that are furnished by PRWA to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- iii. When transferring documents or data in electronic media format, PRWA makes no representations as to long-term compatibility, readability or usability of documents or data resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PRWA.
- iv. Under no circumstances shall delivery of the electronic files for use by Client be deemed a sale by PRWA, and, to the fullest extent permitted by law, PRWA makes no warranties, express or implied, in connection with such electronic files, unless set forth more fully herein.

B. Any reuse by Client of any document prepared by PRWA without written verification or adaptation by PRWA for the specific purpose intended will be at Client's sole risk and without liability to PRWA or its consultants. Notwithstanding the foregoing, all drawings, plans, specifications, and other documents produced, generated, or in the possession of PRWA in the connection of the performance of this Agreement may be reasonably relied upon by Client as having been prepared in accordance with the applicable standard(s) of care as such were paid for by Client for that purpose and thus may be relied upon in the future consistent with such standard(s) of care unless changes have been made.

In the event Client, its employees, permitted assigns, successors, other consultants or contractors, subsequently reproduces or otherwise uses PRWA's maps and other documents as provided herein or creates a derivative work based upon PRWA's maps and other documents as provided herein, Client shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on any and all documents provided by PRWA as set forth herein of the identity of PRWA, its employees and consultants.

11. Document/Final Product.

Any and all documents and information, including but not limited to electronic information, prepared by PRWA are based solely on the information provided to PRWA by Client. The accuracy of any and all documents and information, including but not limited to electronic information, is based solely on the information provided to PRWA by Client and PRWA does not make any representations as to the accuracy of any and all information provided to Client by PRWA.

12. Assignment

This Agreement shall not be assigned by either party without the express written consent of the other party hereto. The provisions of this Section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

13. Licensing and Permits

PRWA shall maintain the appropriate licenses throughout the term of this Agreement. PRWA shall also obtain any and all permits which might be required to complete the work contemplated herein.

14. Title

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to PRWA, shall be the property of Client. PRWA may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement as set forth in Section 9 above, PRWA shall promptly turn over all

information, writing and documents to Client without exception or reservation.

15. Force Majuere

PRWA, Client, and their respective agents shall not be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result from matters that would not be unreasonably foreseen by PRWA exercising reasonable due diligence and/or care.

16. Notices.

Any notices required to be given in accordance with this Agreement shall be in writing and delivered to the parties by certified mail, personal delivery or acceptable overnight courier service to the addresses set forth above unless either party provides the other party with written notice of a change of address.

17. Applicable Law/Venue

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute, the venue of any action brought hereunder shall be the Court of Common Pleas in and for Centre County, Pennsylvania.

18. Amendment

This Agreement may be amended or modified only by written agreement of all parties.

19. Entire Agreement.

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

20. Severability.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

21. Captions.

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amply the terms and provisions hereof.

22. Effective Date.

This Agreement shall be effective the date and year first written above.

23. Warranties/Representations.

The parties hereby warrant and represent that each is authorized to conduct business in the Commonwealth of Pennsylvania and that the individual signing on its behalf is authorized to do so and to bind that party to the terms and conditions of this Agreement.

24. Counterparts.

This Agreement shall be executed in two counterparts. Signatures transmitted by facsimile or e-mail shall have the same legal effects as an original signature. Each party shall receive one fully executed counterpart of this Agreement with attached exhibits.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

ATTEST:

PENNSYLVANIA RURAL WATER ASSOCIATION

By: _____
Its: _____

ATTEST/WITNESS:

CLIENT:

By: _____
Its: _____