

STATE COLLEGE COMMUNITY LAND TRUST

**AGREEMENT for Owner's Representative
for Selection Process of a Design/Build Firm
for the State College Community Land Trust' GreenBuild Project.**

This Agreement made and entered into on the _____, by and between **The State College Land Trust** (the Board) and _____ (the Professional) for the purpose of setting out the terms and conditions of the Board's engagement of Professional to develop a RFP to solicit proposals from and select a design/build firm for the GreenBuild project.

1. **Owner's Representative for Design/Build Firm Selection.** In consideration of the fees described in Section 2 below, the Professional will provide the services and complete the work which is to develop an RFP to solicit proposals from, and, select a design/build firm for the GreenBuild project. The services are described in the RFP and Attachment A to this Agreement.
2. **Fees and Expenses.** In exchange for the services to be performed in accordance with this Agreement, outlined in the Board will pay fixed fee payable as follows:
 - A. \$ _____ to develop an RFP for a GreenBuild design/build firm by July 25, 2016, to be billed upon completion of the document.
 - B. \$ _____ to prepare for publication an RFP noted in Attachment A; assemble submissions in rank order; and, advise GreenBuild committee on selection.
 - C. \$ _____ to assist in negotiations with the selected GreenBuild design/build firm to reach an agreement and contract with the SCCLT

3. Term and Termination of this Agreement.

- A. **Term.** This Agreement shall commence immediately upon the signing of this agreement and will continue until professional's completion of the services provided for in Attachment A or termination pursuant to paragraphs B or C of this Section 3
- B. **Mutual Termination.** This Agreement may be terminated by a written instrument duly executed by Professional and the Board.
- C. **Unilateral Termination.** The Agreement may be terminated by either party upon written notice if the other party breaches any material term or condition of this

Agreement and such breach remains uncorrected for thirty (30) days following written notice from the non-defaulting party specifying the alleged breach.

- D. **Obligations Upon Termination.** Upon termination of this Agreement for any reason, the parties shall have no further obligations pursuant to the terms of this Agreement, except the Board shall be obligated to pay Professional the installment payments through the date the termination date of this Agreement.
4. **Independent Contractor.** Professional and the Board are in an independent contractor-contractee relationship with each other in the performance of this Agreement and are not agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party will not be deemed or construed to be employees or agents of the other part for any purposes whatsoever
5. **Confidential Information.** During the term of this Agreement, the Board may disclose to Professional certain information and other data which are considered by the Board to be confidential. In order for such information and data to be considered confidential and subject to this Agreement, it shall be identified in writing at the time of the disclosure by an appropriate legend, marking, stamp or positive written identification on the face thereof to be confidential. Any confidential information which is disclosed by the Board to Professional orally or visually shall be identified as such by the Board to Professional orally at the time of disclosure and in writing within thirty (30) days after such oral or visual disclosure in order to be subject to this Agreement. Professional shall not, during the term of this Agreement or at any time thereafter, use or disclose confidential information or any portion thereof to any third party, except as such use or disclosure is reasonably necessary in connection with Professional's performance of its obligations under this Agreement or is consented to, in advance and in writing, by the Board.
6. **Arbitration.** Any and all disputes arising from or in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible. If the parties shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations hereunder, such disputes, if not amicably resolved, shall be resolved by arbitration in Centre County, Pennsylvania, in accordance with the applicable provisions of the American Arbitration Association. The decision of the arbitrator shall be final and unappealable and shall be filed as a judgment of record in any jurisdiction designated by the successful party or parties. The arbitrator shall assess the costs of arbitration to one or more of the parties as the arbitrator may direct. The parties agree that this Section has been included to rapidly and inexpensively resolve disputes between them, and this Section shall be grounds for dismissal of any court action commenced by any party. No arbitration commenced under this Section shall alter or in any way affect the obligations of the parties under this Agreement during such arbitration proceeding.

7. General Provisions.

- A. **Agreement Binding on Successors.** This Agreement and its validity, construction, administration, and all rights hereunder, will be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
- B. **Severability.** In the event any part or clause of this Agreement will be held unenforceable, this Agreement will not fail, but the remainder of the Agreement will remain in full force and effect.
- C. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings.
- D. **Modification of Agreement.** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written agreement duly executed by each of the parties hereto.
- E. **Forbearance – No Waiver.** The forbearance or failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- F. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.
- G. **Assignment Restricted.** Neither party may assign this Agreement in whole or in part without the written consent of the other party, provided that Professional may contract with other parties to provide services hereunder subject to Board's prior approval.

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4/20/2016

IN WITNESS WHEREOF, the Board and Professional have duly executed this Agreement as of the day and year first above written.

WITNESS:

BOARD Representative

By: _____

Name: _____

Its: _____

PROFESSIONAL

By: _____

Name: _____

Its: _____

Attachment 1

The Owner's representative who will proactively act and advise in the SCCLT's best interest. The professional has the knowledge and experience the Owner lacks and is expected to act accordingly, assisting with the services including, but not limited to, the following:

- Preparation of proposal documents and solicitations from design/build firms local to the Centre Region who have experience meeting goals similar to the GreenBuild Project.
- Facilitate pre-proposal meetings
- Evaluation of proposals submittals from design/build firms
- Assist Owner in developing short-list of qualified design/build firms
- Assist a team to review proposals and recommend offer to most qualified design/build firm
- Assist with development of comprehensive agreement with a design/build firm for GreenBuild