

Encl. 11.12

FACILITY CAPACITY/UTILIZATION
AND GRADE CONFIGURATION STUDY

AGREEMENT FOR SERVICES

Nov. 29, 2012

This agreement entered into this 29th day of November, 2012 by and between the HORSEHEADS CENTRAL SCHOOL DISTRICT, hereinafter called the CLIENT and Hunt Engineers, Architects & Land Surveyors, P.C., hereinafter called the CONSULTANT;

WITNESS THAT:

WHEREAS, The CLIENT desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CLIENT finds that the proposed Scope of Services and terms of this agreement are acceptable, and

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Service. The CONSULTANT shall perform, in a proper and professional manner, the services set forth in ATTACHMENT A, SCOPE OF SERVICES, which attachment is by this reference incorporated herein.
3. Extra Services. The CONSULTANT shall provide extra services, not specifically called for in ATTACHMENT A, SCOPE OF SERVICES, upon request or authorization of the CLIENT.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the Scope of Services shall be completed as required by the terms and submittals provided by the CLIENT. If the CLIENT requests significant modifications to the Scope of Services of the project, the time of performance of the CONSULTANT shall be adjusted appropriately.
5. Meetings. This agreement includes attendance by the CONSULTANT at meetings to review the progress of the work with the CLIENT. All meetings shall be scheduled at mutually convenient times.
6. Reports. The CONSULTANT shall prepare and submit to the CLIENT reports as called for in ATTACHMENT A, SCOPE OF SERVICES, attached hereto.
7. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the CLIENT agrees to compensate the CONSULTANT for such services as set forth in ATTACHMENT B, BASIS OF COMPENSATION, which attachment is by this reference incorporated herein. Compensation for extra services, special consultants, and reimbursable expenses shall also be as set forth in ATTACHMENT B, BASIS OF COMPENSATION.

8. Personnel. The CONSULTANT represents that he has all personnel required to perform the services under this contract and that such personnel will be fully qualified to perform such services.
9. Responsibilities of the CLIENT. It is agreed that the CLIENT will have the following responsibilities under this agreement:
 - a. The provision of all available information, data, reports, records, and maps to which the CLIENT has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
 - b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the CLIENT does not have in its possession.
 - c. Making available the services of the CLIENT as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
 - d. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the CLIENT in connection with the execution of this contract and who will serve as liaison to the CONSULTANT and will serve to provide the necessary direction and coordination for the project.

All such CLIENT responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services.

10. Delays Beyond the Control of the Consultant. It is agreed that events which are beyond the control of the CONSULTANT may occur which may delay the performance of the Scope of Services of this AGREEMENT. In the event that the performance of the Scope of Services by the CONSULTANT is delayed beyond his control, the CONSULTANT shall notify the CLIENT of such delay and the reasons therefore, and the CLIENT shall extend the time of performance appropriately.
11. Changes. The CLIENT or the CONSULTANT may, from time to time, during the course of this AGREEMENT, request modifications of it or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.

12. Termination of Contract. This AGREEMENT may be terminated by either party upon 30 day written notice to the other. The CONSULTANT shall be entitled to receive just and equitable compensation for work accomplished prior to the termination of this AGREEMENT.
13. Assignability. This AGREEMENT shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company or other financial institution any claims for compensation due, or to become due, to the CONSULTANT from the CLIENT under this AGREEMENT without such prior written consent.
14. Conflict of Interest. The CONSULTANT covenants that he presently has no interest and shall not acquire any interest which would conflict with the performance of the services required under this AGREEMENT.
15. Professional Liability Coverage. CONSULTANT will maintain a claims-made professional liability policy in the amount of \$2M per incident and \$6M aggregate for the duration of the project.
16. Entire Agreement. This contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.
17. Ownership of Materials. The CONSULTANT hereby assigns to the CLIENT, without reservation, all copyrights to all project related documents produced by the CONSULTANT. Among those documents are certain Instruments of Service, including the design drawings and all drawings, specifications, and other documents that are included in the Contract Documents. The CLIENT hereby grants to the CONSULTANT a non-exclusive license to use and reproduce the documents.

IN WITNESS WHEREOF, the CONSULTANT and the CLIENT have executed this agreement as of the date first above written and under the laws of the State of New York.

CLIENT:

CONSULTANT:

HORSEHEADS CENTRAL SCHOOL DISTRICT

HUNT ENGINEERS, ARCHITECTS & LAND
SURVEYORS, PC

BY: _____

BY:  _____

DATE: _____

DATE: 11/29/12

ATTACHMENT A

SCOPE OF SERVICES

The objective of this Study is to identify \$5M in annual savings for Horseheads CSD. Our proposed scope of work for this includes the following:

Our proposed scope of services during the Phase I (November 29, 2012 thru August, 2013) portion of the Facility Capacity/Utilization and Grade Configuration Study will include working with the District and the Districts Consultants to examine the following:

- Optimal programs and services for students.
- Facility Capacity.
- Facility utilization.
- Optimal number of schools.
- Partnership School Model.
- Improve effectiveness and efficiency of the District.
- Identify possible options for reorganization of facilities.
- Prepare conceptual design plans for alterations and new space at each building as needed.
- Prepare a project budget including construction, contingency and incidental costs for each option.
- Prepare final presentation for the Board.

Our proposed scope of services during the Phase 2 (October, 2013 thru November, 2014) portion of the Facility Capacity/Utilization and Grade Configuration Study will include working with the District Task Force and the Districts Consultants for the following:

- Meet regularly with the Task Force to review and discuss preliminary analysis of each option.
- Analyze and narrow the options.
- Assist in presenting recommendations to the Board.
- Prepare final conceptual plans and project budget for the selected option.
- Prepare a tentative project schedule and review with District Task Force and the Board.

ATTACHMENT B

BASIS OF COMPENSATION

1. Compensation

The CONSULTANT will, perform the services outlined in ATTACHMENT A for a lump sum fee of \$29,500.00 including reimbursable expenses.

2. Reimbursable Expenses

Project-related reimbursable expenses for printing/photocopying and postage and mileage are included in the fees as set forth above.

3. Times of Payment

CONSULTANT shall submit monthly Invoices for Services rendered and for disbursements incurred. Invoices are due and payable sixty (60) days from the date of the invoice, unless otherwise herein provided. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing on the date of the invoice.

Interest Rate – Prime rate plus 1%, but in no case a greater total rate than 9% per year.

4. Additional Services

Should services be required that are beyond the Scope herein, the CLIENT will be notified by the CONSULTANT and a written estimate for this work will be provided.