

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made March 21, 2022 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **TOWNSHIP OF LOWER MERION**, 75 E. Lancaster Avenue, Ardmore, Pennsylvania 19003-2376 (“Principal”).

The Principal desires to engage the professional services of Consultant as described in “Exhibit A – Project Description and Scope of Services” (the “Services”), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **COMMONWEALTH OF PENNSYLVANIA**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against

Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

<b>To the Consultant:</b>	<b>To the Principal(s):</b>
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	TOWNSHIP OF LOWER MERION 75 E. Lancaster Avenue Ardmore, PA 19003-2376
Attention: Carolyn P. Zumpino President	Attention: Ernie B. McNeely Township Manager

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

For **TRIAD ASSOCIATES**

  
\_\_\_\_\_  
**Witness/Attest**

  
\_\_\_\_\_  
**Carolyn P. Zumpino**  
**President**

**Date: March 21, 2022**  
\_\_\_\_\_

**TOWNSHIP OF LOWER MERION**

\_\_\_\_\_  
**Witness/Attest**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Date:**

**BILLING CONTACT INFORMATION:**

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

*Please Print*

Name/Title: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**CERTIFICATION OF FUNDS**

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

## EXHIBIT A PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated March 21, 2022 between **TRIAD ASSOCIATES** (“Consultant”), and **MUNICIPALITY OF LOWER MERION** (“Principal”).

For the following project, Principal agrees to retain Consultant to provide these services:

**PROJECT DESCRIPTION:** Planning and Administration of the American Recovery Plan Allocation

**SCOPE OF SERVICES:** In an effort to best guide the Township of Lower Merion through the planning and implementation of the American Recovery Program, Triad recommends breaking the Planning and Administration into two phases.

### PHASE I – Planning Strategy

Triad Associates proposes to provide Advisory Services to assist the Municipality with developing and implementing its American Recovery Project Plan. Triad will facilitate a multi-faceted planning process to develop project priorities that align with local needs while meeting program requirement. This process will include a data analysis and mapping component and a public participation component, examining community needs and priorities and evaluating additional supplemental resources.

As part of the proposed services, Triad Associates will:

1. Review the Municipality’s existing capital improvement plans, redevelopment plans, etc. and interview municipal and public officials to evaluate and assess potential municipal legacy projects;
2. Review and map the Municipality’s socioeconomic data and interview the Municipality’s health administrators and service providers, as well as non-profit service providers serving the municipality to assess socioeconomic needs.
3. Coordinate and facilitate a series of public meetings/focus groups; including outreach, content preparation and finalization meeting notes, to assess public opinion on infrastructure, services and amenities. This series of public meetings/focus groups will include the following:

Meeting Name	Purpose	Timeline
Advisory Committee: Meeting #1	Input on overall process, survey tool and focus group/interview strategy	Week of April 25 <sup>th</sup>
Focus Groups and Key Informant Interviews	Gather primary information from community residents, stakeholders and small business owners	Month of May
Advisory Committee: Meeting #2	Debrief themes, input on public meeting format	Week of May 30 <sup>th</sup>
Public Meeting #1	Gather broad input from the public on community needs and priorities	Week of June 6 <sup>th</sup>
Advisory Committee: Meeting #3	Debrief and input on emerging priorities	Week of June 11 <sup>th</sup>
Advisory Committee: Meeting #4	Review draft priorities and report components	Week of June 27 <sup>th</sup>
Public Meeting #2	Presentation of final draft plan at Commissioner’s Meeting	July 20 <sup>th</sup>

4. Prepare and distribute an on-line survey questionnaire to all stakeholders, as requested, to further assess community needs and priorities;
5. Facilitate and coordinate with non-municipal programmatic partners. Interact with local stakeholder groups throughout the Planning Phase to ensure a cohesive approach with the Municipality's objectives;
6. Recommend responsive, proactive strategies specific to the development of a project action plan;
7. Recommend and assist in messaging, networking and direct communication with residents, businesses, and local agencies as part of overall public outreach and interaction initiative;
8. Create programmatic matrix of eligible projects, including gathering budget estimates;
9. Develop a strategic work plan for project selection;
10. Develop and coordinate programmatic timeline and plan process;
11. Provide technical assistance as needed on ARP federal reporting during Phase I for projects that the Township has allocated funds to;
12. Based on the above, construct conceptual plan and develop next steps and implementation schedule;
13. Produce a final report summarizing the Project Planning phase and selected projects; and
14. Conduct a final public meeting and communication strategy to share the final report with planning process participants and municipal residents.

**PHASE II – Grant Management, Administration and Implementation:** Once projects are identified, we will be able to more accurately determine the amount of administration required to administer programs and monitor subrecipients. It is our intent to provide a proposal for Phase II once the number of programs are identified to assist in conservatively allocating grant funds toward grant Administration. For the purposes of planning and budgeting, typical allocation for grant management and administration is approximately 5% of project costs.

1. Review the Grant Agreement's General and Special Terms and Conditions and prepare responses/documentation demonstrating compliance prior to implementing any approved program activities.
2. Provide guidance to Municipality and subrecipients to review Compliance documentation per Grant Agreement's General and Special Terms and Conditions.
3. Work with Municipality to develop schedules for planning, implementation and reporting phases of programming.
4. Attendance and assistance in coordinating pre-service contract conferences when applicable with Municipality officials and non-profit service partners.
5. For any infrastructure and facilities project, maintain contractor and subcontractor payroll records and related certifications which are part of the construction documents. The Consultant will review, in detail, payroll forms to verify compliance with the published wage rates for this project. Evidence of compliance will be presented to Treasury as requested. Any non-compliance by contractors/subcontractors will be managed in order to achieve compliance with the provisions of the Davis-Bacon Act and/or state prevailing wage act if required

- a. Payroll information provided by Contractor and Sub-Contractor will be received by the Architect from the contractors and subcontractors assigned to the project and forwarded to the Consultant for processing. This information will also be used in completing required reporting on MBE and WBE contracting.
6. For public service projects, the Consultant will review, in detail, all programmatic expenses and service records. The consultant will conduct full program monitoring, including on-site program visits to ensure compliant service provision.
7. Review of payment requisitions and accomplishment reporting to verify percentage of work completed and/or materials/ equipment on site. This verification will serve as a basis for drawdowns.
8. Provide technical assistance as needed on ARP fiscal management;
9. Coordination with Municipality's Chief Financial Officer; preparation of applicable financial status reports (Report of Federal Cash Transactions).
10. Preparation of required Project Progress Reports as part of the Federal reimbursement process.
11. Preparation of Quarterly Reports, Bi-annual Federal Financial Reports.
12. Attendance at and participation in periodic monitorings as required.
13. Attendance at any Federal Program Audits and provision of support and information as may be required regarding the Audit.
14. Preparation of Closeout Report in accordance with Regulations and attendance at Closeout Monitoring if required by funding agency.
15. General assistance to Municipality in order to remain on schedule with the project and assist in providing reports to the Municipality with regard to Program status.
16. Work on program amendments and contract amendments as needed.
17. Attendance at meetings with the Municipality to report on the status of grant activities, etc., as may be requested.
18. Other services associated with the overall administration of the various Projects through to Closeout.

**TECHNICAL ASSISTANCE:**

Provide Technical Assistance to the Township of Lower Merion as needed for any items outside the scope of services that may be necessary during the contract term. These services will be requested/approved in advance by the Township.

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated March 21, 2022 between **TRIAD ASSOCIATES** (“Consultant”), and **TOWNSHIP OF LOWER MERION** (“Principal”).

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

**Phase I** – Services will be billed hourly at a blended rate of \$175.00 per hour. For budgetary purposes we estimate that the Municipality put aside \$50,000.00 for Phase I.

**Phase II** – Once projects are identified, we will be able to more accurately determine the amount of management and administration required to carry out the projects. It is our intent to provide a proposal for Phase II once the number of projects is identified in order to conservatively allocate grant funds toward grant Administration. For the purposes of planning and budgeting, typical allocation for grant management and administration is approximately 5% of project costs.

**Technical Assistance Services** – Once approved by the Municipality will be charged hourly at the blended rate of \$175.00 per hour.

**Direct Costs** – Once approved by the Municipality, will be invoiced monthly as a direct expense pass through.

**METHOD OF PAYMENT:**

- Monthly invoices will be submitted for all American Recovery Plan Grant Administration and Project Implementation services provided in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

**COPIES:** Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product on a CD for the Principal’s file.