PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**"), dated as of [**DATE**] (the "**Effective Date**"), is entered into by and between **BANGOR BOROUGH**, with offices located at 197 Pennsylvania Avenue, Bangor, PA 18013 ("**Borough**") and **HAILSTONE ECONOMIC** with offices located at 550 Clay Avenue, Suite 5B, Scranton, PA 18510 ("**Contractor**").

WHEREAS, the Boroughs of Bangor, East Bangor, Pen Argyl, Portland, Roseto and Wind Gap together with Washington Township form the Plan Slate Belt communities and have adopted the Plan Slate Belt Multi-Municipal Comprehensive Plan; and

WHEREAS, the Plan Slate Belt communities have entered into an Intergovernmental Cooperative Implementation Agreement to implement the Plan Slate Belt Multi-Municipal Comprehensive Plan; and

WHEREAS, the Plan Slate Belt communities desire to engage a third-party consultant to coordinate updates to all municipal zoning ordinances, zoning maps and to create official maps; and

WHEREAS, representatives of the Plan Slate Belt communities are guiding the Plan Slate Belt implementation process and together form the Plan Slate Belt Implementation Committee ("**Committee**"); and

WHEREAS, the Lehigh Valley Planning Commission ("**Commission**") at the request of the Committee issued a Request for Proposal related to the "Plan Slate Belt Coordinated Zoning and Official Map Updates" project ("**RFP**"); and

WHEREAS, Contractor applied to the RFP and was selected by the Committee to provide planning services in connection with implementation of the Plan Slate Belt Multi-Municipal Comprehensive Plan; and

WHEREAS, Bangor Borough ("**Committee Representative**") has been designated by Committee to act on behalf of itself and the Boroughs of East Bangor, Pen Argyl, Portland, Roseto and Wind Gap together with Washington Township, in connection with securing the services of Contractor; and

WHEREAS, Contractor has the capability and capacity to provide certain consulting services related to the RFP; and

WHEREAS, Committee Representative desires to retain Contractor on behalf of the Plan Slate Belt communities to provide the said services under the terms and conditions hereinafter set forth, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Committee Representative (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**"), intending to be legally bound, agree as follows:

1. Services. Contractor shall provide to Committee the services (the "**Services**") set out in the Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed accepted and incorporated into this Agreement only if signed by the Contractor's Authorized Representative (as defined in Section 3.1(a) below) and the Committee Representative (as defined in Section 5.1 below), appointed pursuant to Section 3.1(a) and Section 5.1, respectively. Notwithstanding that Exhibit A is intended to capture all tasks as outlined in the RFP, Contractor pledges to provide all services specified in the RFP. Contractor represents and warrants that it shall provide the Services: (a) in accordance with the terms and subject to the conditions set forth in the applicable Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) in accordance with the highest professional standards in Contractor's field; and (e) to the reasonable satisfaction of Committee.

2. Change Orders.

   2.1 If either Party wishes to change the scope or performance of the Services under a particular Statement of Work, it shall submit details of the requested change to the other in writing. Contractor shall, within a reasonable time after such request (and, if such request is initiated by Committee, not more than ten (10) business days after receipt of Committee written request), provide a written estimate to Committee of:

   (a) the likely time required to implement the change;

   (b) any necessary variations to the fees and other charges for the Services arising from the change;

   (c) the likely effect of the change on the Services; and

   (d) any other impact the change might have on the performance of this Agreement.

   2.2 Promptly after receipt or the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither Party

shall be bound by any Change Order unless mutually agreed upon in writing in accordance with this Agreement.

3. Contractor Obligations. Contractor shall:

3.1 Appoint representatives to the following positions after obtaining Committee's consent:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Contractor's Authorized Representative**").

(b) A sufficient number of employees to perform the Services set out in the Statement of Work, each of whose names, positions, and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work (collectively, with Contractor's Authorized Representative, "**Provider Representatives**").

3.2 Make no changes in Provider Representatives except either:

(a) With the prior consent of Committee, which consent shall not be unreasonably withheld;

(b) At the request of Committee, in which case Contractor shall use its best efforts to promptly appoint a replacement; or

(c) Upon the resignation, termination, death, or disability of the existing Provider Representative.

3.3 Assign only qualified, legally authorized Provider Representatives to provide the Services.

3.4 Comply with all applicable laws and regulations in providing the Services.

3.5 Comply with all of Committee's rules, regulations, and policies of which it has been made aware, in its provision of the Services.

3.6 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Contractor in providing the Services in such form as Committee shall approve. During the Term (as defined in Section 10.1) and for a period of three (3) years thereafter (or, if any audit is conducted following the termination of this Agreement, three (3) months following the completion of such audit), upon Committee's written request, Contractor shall allow Committee or their respective representatives to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services;

provided that Committee and/or the applicable Department provides Contractor with reasonable advance written notice of the planned inspection.

3.7 Prior to the final preparation and completion of any working papers and other documents related to the Services covered by this Agreement, Contractor shall submit said material in draft form for Committee's review. Any proposed revisions to the draft working papers or other documents resulting from Committee's review shall be discussed with Contractor and a final working paper(s) shall thereafter be established for Committee by Contractor.

3.8 Upon completion of the Services provided hereunder, or, at the request of Committee, Contractor shall provide Committee with copies of all data, studies, analysis and other information used in connection with the Services hereunder (e.g., photographs, GIS map files, Excel tables, etc.). All such information shall be provided in an electronic and editable format.

4. Prime Contracts, Compliance and Other Obligations. It is understood that this Agreement, as well as Contractor's performance of the Services hereunder, is subject to certain agreements between Committee and Northampton County. The Grow NORCO agreement is included as Schedule 1 to this Agreement ("**Grow NORCO Contract**"). The Parties agree that: (i) any provisions of the Grow NORCO Contract, which, by their terms, are required to be incorporated into any subcontracts, consulting agreements, or other similar agreements, between Committee and its service providers/contractors, or which otherwise relate to the Services covered by this Agreement, are hereby incorporated by reference into this Agreement; and (ii) Contractor shall be bound to Committee by the terms of the Grow NORCO Contract and shall assume, to Committee, all the obligations and responsibilities that Committee by those documents owes to Northampton County, except to the extent that the provisions contained therein are by the terms or by law applicable only to Committee. Further included with these provisions are any applicable requirements as may be set out in any other applicable law or regulation. For the avoidance of doubt and without limiting the foregoing in any way, the Parties agree that the following terms and conditions and/or schedules are hereby incorporated into this Agreement as a material part hereof:

4.1 Non-Discrimination / Sexual Harassment Clause. The terms and conditions of Exhibit B are hereby incorporated by reference as a material part hereof.

4.2 Non-Discrimination / Equal Opportunity Clause. Contractor, and any of its subcontractors, shall keep such records and reports as may be required to document compliance with 49 CFR Part 21, federal regulatory provisions on non-discrimination effecting Title VI of the Civil Rights Act of 1964 (the Act)(42 U.S.C. 2000 d-1 through d-4), The purpose of the Act is that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial

assistance from the Department of Transportation. Non-discrimination requirements are further affected through provisions identified in Exhibit C.

4.3 Right to Know Law. The terms and conditions of Exhibit D are hereby incorporated by reference as a material part hereof.

4.4 Contractor Integrity Provisions. The terms and conditions of Exhibit E are hereby incorporated by reference as a material part hereof.

5. Committee Obligations. Committee and its representatives shall:

5.1 Be responsible for performing those items specifically identified as Committee's responsibilities in the Statement of Work in a timely manner to support the completion of Contractor's Services hereunder.

5.2 Designate one of its representatives to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Committee Representative**"), with such designation to remain in force unless and until a successor Committee Representative is appointed, in Committee's sole discretion.

5.3 Require that the Committee Representative responds promptly to any reasonable requests from Contractor for instructions, information, or approvals required by Contractor to provide the Services.

6. Fees and Expenses.

6.1 Subject to the terms and conditions of this Agreement, for the Services to be performed hereunder, Committee Representative will pay to Contractor a fee determined in accordance with the fee schedule set out in the Statement of Work. As set forth on the Statement of Work, Committee Representative agrees to pay Contractor for services performed and expenses incurred during the project period. Committee desires to first utilize the awarded Northampton County GrowNORCO Funding in the amount of $75,000 toward paying Contractor for services. Notwithstanding the foregoing or anything to the contrary provided herein, it is understood that in no event shall the costs to Committee Representative for Services performed or costs incurred exceed $101,800, for a total project budget of $176,800.

6.2 Unless otherwise provided in the Statement of Work, Contractor shall prepare invoices for services performed and expenses incurred and submit them to Committee Representative on a monthly basis. Contractor will transmit such invoices to the Committee Representative within twenty-one (21) days following the end of each month. Each invoice shall include a detailed breakdown of hours spent by staff and cost of that time and a narrative of progress made that month. If Committee disputes any invoice items, Committee Representative shall notify Contractor in writing within thirty (30) days after receipt of the invoice. All

undisputed invoice amounts shall be paid by Committee Representative to Contractor within sixty (60) days after Committee Representative receives the invoice.

6.3 Without prejudice to any other right or remedy it may have, Committee Representative reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by Committee Representative to Contractor.

7. Intellectual Property.

7.1 Contractor assigns to Committee Contractor's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Contractor while working for or on behalf of the Committee, which relate to, is suggested by, or results from matters set out in any active Statement of Work and depends on either:

(a) Contractor's knowledge of Confidential Information (as defined herein) it obtains from the Committee or its representatives.

(b) The use of Committee's or its representatives' equipment, supplies, facilities, information, or materials.

7.2 Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the Committee. Contractor shall, upon request of the Committee, promptly execute a specific assignment of title to the Committee (and/or the applicable Department), and do anything else reasonably necessary to enable the Committee to secure for itself and/or its representatives, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a Statement of Work, related to trade secrets of the Committee, or which relate to tasks assigned to Contractor by Committee, which Contractor may file within one year after termination of this Agreement, shall belong to Committee and/or its representatives, and Contractor hereby assigns same to Committee and/or its representatives, as having been conceived or reduced to practice during the term of this Agreement.

7.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Contractor in the course of performing services for Committee, together with any associated copyrights, are works made for hire and the exclusive property of Committee and its representatives. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Contractor to Committee of the ownership of and all rights of copyright in, such items, and Committee and its representatives shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar

protections which may be available in the works. Contractor shall give Committee or its designees all assistance reasonably required to perfect such rights.

7.4 If for any reason, including incapacity, Committee is unable to secure Contractor's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 7, or to enforce such rights, Contractor hereby designates Committee as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.

8. Confidentiality. All non-public, confidential or proprietary information of Committee, ("**Confidential Information**"), including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, operational information, financial information or other information disclosed by Contractor pursuant to this Agreement, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Contractor's use in performing this Agreement and may not be disclosed or copied unless authorized by Committee Representative in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Contractor's breach of this Agreement; (b) is obtained by Contractor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) Contractor establishes by documentary evidence, was in Contractor's possession prior to Committee's disclosure hereunder. Upon Committee's request, Contractor, shall promptly return all documents and other materials received from Committee. Committee shall be entitled to injunctive relief for any violation of this Section.

9. Special Conditions.

9.1 All deliverable publications prepared by Contractor shall include the following acknowledgement of assistance:

"This program is being funded in whole or in part with funding from the Grow NORCO Grant Program through the County of Northampton Department of Community & Economic Development, by participating municipalities, and by the Lehigh Valley Planning Commission (LVPC)."

10. Term, Termination, and Survival.

10.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Agreement. It is anticipated that all Services under the Agreement shall be completed within twenty-four (24) months of the Effective Date. Notwithstanding the foregoing, Committee Representative reserves the right to extend this Agreement for a period for thirty-one (31) days beyond the aforementioned stated expiration date. In addition, by mutual written agreement

of the Parties, this Agreement may be extended for supplemental periods up to a maximum of one hundred twenty (120) days or as mutually agreed in writing.

10.2 Committee Representative, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for payment for services rendered up to the time of termination, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least thirty (30) days' prior written notice to Contractor.

10.3 Committee Representative may terminate this Agreement, effective upon written notice to Contractor, if the Contractor:

(a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Contractor does not cure such breach within five (5) business days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within 45 days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.4 In addition, and notwithstanding anything to the contrary provided herein, if sufficient funds are not appropriated or otherwise made available by the Committee and its representatives to support continuation of performance of the Services under this Agreement in a subsequent fiscal period, Committee Representative may cancel this Agreement and Contractor will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of Services delivered hereunder, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

10.5 Upon expiration or termination of this Agreement for any reason, Contractor shall promptly:

(a) Deliver to Committee all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of performing the Services for which Committee Representative has paid;

(b) Return to Committee all Committee-owned property, equipment, or materials in its possession or control;

(c) Remove any Contractor-owned property, equipment, or materials located at Committee's locations;

(d) Deliver to Committee, all files, documents and tangible materials (including any electronic files or hard copies thereof) containing, reflecting, incorporating, or based on Committee's Confidential Information;

(e) Provide reasonable cooperation and assistance to Committee in transitioning the Services to an alternate Contractor;

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided;

(g) Permanently erase all of Committee's Confidential Information from its computer systems; and

(h) Certify in writing to Committee that it has complied with the requirements of this Section 10.4

10.6 The rights and obligations of the Parties set forth in this Section 10 and Section 1, Section 4, Section 7, Section 8, Section 11, Section 12, Section 13, Section 15, Section 17, Section 24, Section 24 and Section 27, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. Independent Contractor.

11.1 It is understood and acknowledged that the Services which Contractor will provide to Committee hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Committee. Contractor shall control the conditions, time, details, and means by which Contractor performs the Services. The Committee shall have the right to inspect the work of Contractor as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work.

11.2 Contractor has no authority to commit, act for or on behalf of the Committee, or to bind the Committee to any obligation or liability.

11.3 Contractor shall not be eligible for and shall not receive any employee benefits from Committee and shall be solely responsible for the payment of all taxes,

FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Contractor hereunder.

12. Indemnification. Contractor shall indemnify, defend, and hold harmless the members of the Committee and their respective officers, directors, affiliates, employees, agents, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from Contractor's: (i) negligence or willful misconduct; or (ii) breach of this Agreement. Contractor shall not enter into any settlement without Committee's or Indemnified Party's prior written consent.

13. Remedies.

    13.1 If Contractor violates any provision of this Agreement, Committee shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against Contractor prohibiting further actions inconsistent with Contractor's obligations under this Agreement.

    13.2 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

    13.3 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that Contractor's exclusive remedy for Committee Representative's payment breach shall be its right to damages equal to its earned but unpaid fees.

14. Compliance with Law. Contractor represents and warrants that Contractor is in compliance with, and shall continue to comply with, all applicable laws, regulations, ordinances, policies and rules. For the avoidance of doubt and without limiting the foregoing, Contractor agrees to comply with all applicable Federal, State and local laws, regulations and policies governing the funds, or Services, provided under this Agreement. Contractor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

15. Insurance.

15.1 At all times during the term of this Agreement and for a period of three (3) years thereafter, Contractor shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) One Million Dollars ($1,000,000); or (ii) the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than One Million Dollars ($1,000,000), combined single limit; and

(d) Errors and Omissions and Professional Liability with limits no less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate.

15.2 All insurance policies required pursuant to this Section shall:

(a) be issued by insurance companies reasonably acceptable to Committee Representative;

(b) provide that such insurance carriers give Committee Representative at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that,* prior to such cancellation, Contractor shall have new insurance policies in place that meet the requirements of this Section; and

(c) name Committee Representative and the Committee as additional insureds thereunder.

15.3 Upon the written request of Committee, Contractor shall provide Committee with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

16. Entire Agreement. This Agreement, together with the RFP, and including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of a conflict between the terms of this Agreement and the RFP, the terms of this Agreement shall govern and control.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 17.

Notice to Committee:	BANGOR BOROUGH 197 Pennsylvania Avenue Bangor, PA 18013
Notice to Contractor:	HAILSTONE ECONOMIC, LLC 550 Clay Ave, Suite 5B Scranton, PA 18510

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Amendments. No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

20. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. Assignment. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Committee Representative. Any purported assignment or delegation in violation of this Section 21 shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. Committee Representative may at any time assign or transfer any or all of its rights or obligations under this Agreement without Contractor's prior written consent.

22. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

23. No Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

25. Dispute Resolution. In the event of any dispute between the Parties relating to this Agreement (a "**Dispute**"), the Parties shall attempt to resolve the dispute through good-faith negotiations. In the event that such negotiations are not successful in resolving the Dispute, then the Parties shall submit the Dispute to any mutually agreed to mediation service (located in either Lehigh or Northampton County, Pennsylvania) for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) after the commencement of such mediation, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 26 below.

26. Choice of Forum. Each Party irrevocably and unconditionally agrees that, subject to Section 25 above, it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort,

fraud, and statutory claims, in any forum other the U.S. District Court for the Eastern District of Pennsylvania, the court of the State of Pennsylvania sitting in Lehigh Counties, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

27. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

28. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Contractor's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 29. Contractor shall give Committee prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Contractor shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

BANGOR BOROUGH

By: _____

Name: _____

Title:_____

CONTRACTOR:

By: _____

Name: _____

Title:_____

EXHIBIT A

STATEMENT OF WORK (REQUEST FOR PROPOSALS)

EXHIBIT B

NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT C

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

1. Selection of Labor: During the performance of this Agreement, Contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. Employment Practices: During the performance of this contract, Contractor agrees as follows:
    a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
    b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
    c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of Contractor's commitments under Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
    e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and wilt permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and Contractor may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. Contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: During the performance of this contract, Contractor, for itself, its assignees and successors in interest, agree as follows:

   a. Compliance with Regulations: Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.

   b. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.

   c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, Including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

d. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information

e. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the Committee may impose such contract sanctions as they or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    i. withholding of payments to Contractor under the contract until Contractor complies; and/or

    ii. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: Contractor shall include the provisions of this Paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as the Committee may direct as a means of enforcing such provisions including sanctions for noncompliance.

EXHIBIT D

RIGHT TO KNOW LAW

1. Contractor understands that this Agreement and records related to or arising out of the Grant Agreement may be subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**"). For the purpose of these provisions, the term "the **Commonwealth**" shall refer to the Departments or any other granting Commonwealth agency.
2. If the Commonwealth needs Contractor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify Contractor using the legal contact information provided in the Agreement. Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Contractor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("**Requested Information**"), Contractor shall:
    a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Contractor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
    b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
4. If Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Contractor considers exempt from production under the RTKL, Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

6. If Contractor fails to provide the Requested Information within the time period required by these provisions, Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's failure, including any statutory damages assessed against the Commonwealth.
7. Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
8. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as Contractor has Requested Information in its possession.

EXHIBIT E

CONTRACTOR INTEGRITY PROVISIONS

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth of Pennsylvania ("**Commonwealth**"), that as of the date of its execution of this Agreement, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Agreement, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Committee and the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Committee and the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default under this Agreement.
5. The Contractor agrees to reimburse the Committee Representative and the Commonwealth for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor, the Committee and/or the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at http://www.dgs.state.pa.us/ or contacting the:

Department of General Services Office of Chief Counsel

603 North Office Building Harrisburg, PA 17125
Telephone No: (717) 783-6472
Fax No: (717) 787-9138

7. It is essential that the parties to this Agreement observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process. In furtherance of this policy, Contractor agrees to the following:
    a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
    b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Committee/Commonwealth and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Agreement services are performed shall satisfy this requirement.
    c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Agreement, except as provided in this Agreement.
    d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Agreement, unless the financial interest is disclosed to the Committee and the Commonwealth in writing and both the Committee and the Commonwealth consent to Contractor's financial interest prior to Commonwealth execution of the Agreement. Contractor shall disclose the financial interest to the Committee and the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Agreement signed by Contractor.
8. Contractor certifies to the best of its knowledge and belief, that within the last five (5) years, Contractor or any of its affiliates and/or related parties have not:
    a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
    b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

c. had any business license or professional license suspended or revoked;

d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

9. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Committee and the Commonwealth in writing if at any time during the term of the Agreement it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Committee and/or Commonwealth may, in their sole discretion, terminate the Agreement for cause if they learn that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.

10. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Agreement was awarded on a Non-Bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

11. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Committee and Commonwealth contracting officer or the Office of the State Inspector General in writing.

12. Contractor, by submission of its bid or proposal and/or execution of this Agreement and by the submission of any bills, invoices or requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any Agreement negotiations or during the term of the Agreement, to include any extensions thereof. Contractor shall immediately notify the Committee and the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Committee Representative and the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Committee and/or Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

13. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged violations of these provisions.

14. Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Agreement. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

15. For violation of any of these Contractor Integrity Provisions, the Commonwealth may, if applicable, terminate this Agreement and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Agreement, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise,

EXHIBIT F

PROJECT SCHEDULE

1. Consultant commences work on or about January 1, 2026.
2. Consultant and Committee hold monthly progress meetings (in-person)
3. Consultant delivers work and associated files by no later than 18 months after work commencement date.

HAILSTONE ECONOMIC
Plan Slate Belt Coordinated Zoning and Official Map Updates
Tasks and Timeline (Rev 11/21/25)

Tasks	2026												2027					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1: Zoning audit																		
Task 1.a. Document review																		
Task 1.b. Zoning map preparation																		
Task 1.c. Zoning ordinance and zoning map audit																		
Task 1.d. Work sessions																		
Task 2: Zoning ordinance amendments																		
Task 2.a. Monthly committee meetings																		
Task 2.b. Core land uses																		
Task 2.c. Land use definitions																		
Task 2.d. Ordinance administration																		
Task 2.e. Work sessions																		
Task 2.f. Zoning ordinance development																		
Task 3: Zoning maps and official maps																		
Task 3.a. Zoning maps																		
Task 3.b. Official maps																		
Task 4: Municipal coordination																		
Task 4.a. Planning Commission meetings																		
Task 4.b. Final Planning Commission meetings																		
Task 4.c. Governing body meetings																		