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Admitted in PA

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October 16, 2024

*Via Email dmariano@cvsd.net
& First Class U.S. Mail*

Dr. Darren Mariano
Board President, Chartiers Valley School District
2030 Swallow Hill Road
Pittsburgh, PA 15222

RE: Chartiers Valley School District
Construction Matters

Dear Dr. Mariano:

We are pleased to have the opportunity to be of service to you. We look forward to working with you and will do our best to provide the highest quality legal services in a responsive, efficient manner.

The purpose of this letter is to confirm the terms of our representation. If you are in agreement, please sign the letter in the space indicated below and return it to me at your earliest convenience. Of course, if you have any questions about these terms or any other aspect of our engagement, please do not hesitate to contact me.

Client. We are being engaged to represent Chartiers Valley School District. ("Client").

Scope of Services. You have asked us to represent Chartiers Valley School District in connection with construction matters. While this letter is intended to deal with only those specific legal services, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

Limitation on Obligation. You acknowledge that we have not undertaken to represent Client's interests in any matter other than that described above. Our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter described above.

Staffing. We intend to provide quality legal services in an efficient, economical manner. I will be the attorney primarily responsible for the relationship. When questions or comments arise about our services, staffing, billings, or any other aspects of our representation, please feel free to contact me. My direct telephone number is 412-392-

5411. From time to time, we may assign tasks to other attorneys, paralegals, or support personnel as is appropriate in our professional judgment.

Responsibilities. In reliance upon information and guidance provided by you, we will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

You agree to cooperate with us throughout our representation; disclose all facts that may be relevant to the matter or that we request; assist in the identification, preservation, and collection of relevant information; and keep us apprised of related developments. You also will make necessary representatives reasonably available to attend meetings, discovery proceedings, hearings, and other proceedings. Your responsibilities will also include approving negotiation, discovery, and litigation strategy and determining acceptable terms of any settlement.

Advice About Possible Outcomes. Though we may express opinions about the matter, possible courses of action, and results that might be anticipated, any such statement is intended as an expression of opinion only and should not be construed as a promise or guarantee. You acknowledge that we have not made and will not make any promise or guarantee about the outcome of this matter and will not construe any statement by us as such.

Preservation of Data. To the extent that any future consultation involves litigation or reasonably anticipated litigation, please be advised that courts can impose harsh penalties for the failure to safeguard data that may be relevant. You should immediately identify any such data – whether kept in paper, electronic, or other format – and safeguard it for the duration of this matter. This may require you to suspend any regular document or data destruction that you would otherwise follow. You should make certain that all relevant directors, managers, and employees, including your information technology staff, are aware of and abide by this requirement.

Insurance Coverage. You should review any potentially applicable general or specialized insurance policies to determine whether any coverage is available. If we do not hear further from you in this regard, we will assume that you have reviewed your policies and satisfied yourself that there is no coverage for any of the claims or costs of defense. Please note that the scope of our engagement does not extend to providing coverage opinions or advising you with regard to any rights or responsibilities that you might have under any insurance policy.

Fees and Expenses. Our fees will be based on the amount of time spent by attorneys, paralegals, and legal assistants on your matter. Each individual has an hourly billing rate based generally on his or her experience, the market in which he or she practices, and any special expertise. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be the basis for determining the fee.

Our billing rates on this matter will be \$295 per hour for shareholders and \$220 per hour for associates. Time devoted by paralegals and legal assistants will be charged at billing

rate of \$150 per hour. The hourly rate applies to all time spent on Client's behalf, including but not limited to travel, waiting time, time devoted to responding to auditor's letters, conferences. Our hourly rates are adjusted annually at the end of each calendar year and otherwise from time to time to reflect increased experience and special expertise of our personnel and inflationary cost increases affecting our practice. You agree that such changes to our fees will apply to all services performed thereafter.

In addition to our fees, we will be entitled to payment or reimbursement for charges incurred in performing services, such as court costs, filing fees, photocopying, messenger and delivery, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation). Fees and expenses of others (such as expert witnesses and court reporters) and other large disbursements will not be paid by our Firm and will be the responsibility of Client.

Clients sometimes ask us to estimate fees and other charges that they are likely to incur. Any estimate that we may provide will be based on our professional judgment and circumstances as they appear at the time. Any such estimate is subject to the understanding that, unless we agree otherwise in writing, it does not and will not represent a guarantee, maximum, or fixed-fee quotation.

We will normally provide monthly statements describing our services, fees, and costs. On occasion, expenses may take more than a month to appear on our invoices. Our invoices are due upon receipt.

Term of Engagement. Either party may terminate the engagement at any time for any reason, by written notice, subject on our part to the rules of professional conduct and any applicable requirement to seek permission of the court. Our withdrawal will not constitute a waiver of any amounts outstanding.

Conclusion of Representation; Retention and Disposition of Documents. At such time as we complete the services Client requested in this matter, our representation will be terminated and Client will be considered a former client of our Firm. We reserve the right to dispose of file materials in accordance with our document retention procedures, which are available upon request, unless we are otherwise required to retain the materials by applicable law. At our discretion, we also reserve the right to keep a copy of any or all file materials after the termination of a representation.

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Dr. Darren Mariano
October 16, 2024
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We are pleased to have this opportunity to be of service and to work with you. Should you have any questions about our services, staffing, billings, or other aspects of our representation, please do not hesitate to contact me.

Very truly yours,



William D. Clifford

AGREED AND ACCEPTED:

Chartiers Valley School District

Date

Its: _____