



Potter Architects

Architecture and Planning L.L.C.
410 Colonial Avenue • Union, NJ 07083-7347

MEMBER OF
AMERICAN INSTITUTE OF ARCHITECTS
NEWARK AND SUBURBAN CHAPTER
NATIONAL COUNCIL OF ARCHITECTURAL REG. BOARDS
B.O.C.A. INTERNATIONAL
REG. NJ, NY, PA, CT

Registered Architects

Licensed Professional Planners

Established 1932

February 4, 2014

Mr. Thomas Wiggins
Supervisor Bldgs. & Grounds
Union Township Board of Education
2369 Morris Ave.
Union, NJ 07083

Proposal No. P2014020

Auditorium and Gymnasium HVAC Upgrades at Washington ES
301 Washington Ave.
Union, NJ

Dear Tom:

It was a pleasure meeting with you to discuss the proposed Auditorium and Gymnasium HVAC Upgrades at Washington ES located at 301 Washington Ave., Union, NJ. Please find two copies of Proposal No. P2014020 enclosed for your review.

The scope of architectural services we will provide is divided into various phases. Please refer to the enclosed "Project Program Description", "Estimated Fee Schedule" and "Attachments" to obtain a breakdown of these services and their associated fees.

If this proposed agreement meets with your approval, please sign both copies and return one copy for our records. This signed proposal will serve as our contractual agreement. We look forward to providing the architectural services you require and will begin upon receipt of a signed proposal.

If you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

Thomas R. Potter for Potter Architects

Signature _____

Name (Print) Mr. Thomas Wiggins

Title (Print) Maint. and Oper.

Date (Print) _____



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Project Program Description

Auditorium and Gymnasium HVAC Upgrades at Washington ES

301 Washington Ave.
Union, NJ

Proposal No. P2014020
February 04, 2014

I. SCOPE OF WORK AND BUDGET:

It is our understanding that the Union Board of Education intends to have Potter Architects (PA) design the following work: Upgrade the HVAC system at Washington Elementary School Auditorium and part of the Gymnasium, which is exhibiting poor function/performance. The budget range is in the area of \$600,000 to \$650,000, including new HVAC work, demo of old HVAC units, associated architectural work, necessary structural HVAC support work, and a 5% contingency allowance.

II. PROFESSIONAL SERVICES: PA will perform the following tasks:

A. Schematic Design Phase:

- 1) Perform site visit(s) as required to observe and document the existing conditions of the Architectural, Structural, Mechanical, Electrical, Plumbing, and Fire Protection trades as they relate to this project and proposed scope of services.
- 2) Conduct meetings with Owner to provide full understanding of scope prior to preparation of bid documents; conduct necessary meetings with end users, vendors, authorities having jurisdiction, maintenance personnel, etc.
- 3) Prepare as-built drawings of the existing building suitable for preparation of bid documents.

B. Preliminary Design Phase:

- 1) Preparation of construction documents for the systems and equipment designed and/or specified. The construction documents will be prepared in the following format(s):
 - i. Drawings shall be prepared on architectural size 24" x 36" sheets.
 - ii. HVAC Specifications shall be located on the drawings. All other specs will be in booklet form.
- 2) Preparation of an opinion of probable cost of construction for all systems and equipment designed and/or specified.
- 3) Attend up to three (3) design submission review meetings with the Owner.
- 4) Prepare plans and specifications as required to obtain preliminary approval and NJ Department of Ed approval.

C Construction Documents - General

- 1) Prepare plans and specifications as required for bids, permits, and construction.
- ##### C.1 Construction Document Phase - Architectural
- 1) Design the necessary ceiling, lighting and associated alterations to allow the HVAC upgrade work to take place.
- ##### C.2 Construction Document Phase - Structural Engineering
- 1) Design necessary support alterations for the HVAC rooftop work.
- ##### C.3 Construction Document Phase - Plumbing Engineering
- 1) Design riser diagram and details for the natural gas piping system to support proposed gas-fired HVAC units.
- ##### C.4 Construction Document Phase - Electrical Engineering
- Circuit HVAC equipment. Size feeders for all mechanical equipment specified. Extend/modify existing fire alarm system as required to support HVAC duct smoke detectors. Any work to security, sound or other low voltage systems will be under separate contract and not part of this design work.
- ##### C.5 - Construction Document Phase - Mechanical Engineering:
- Perform load calculations and size new rooftop HAC units for the existing Auditorium and (partial) Gymnasium. Include supply, return, exhaust, and select air outlets. HVAC unit work included: Gymnasium (2) 5 Ton HVAC Roof Top units with heat recovery and Auditorium (4) 5 Ton HVAC Roof Top units with heat recovery with factory ATC controls; 12 Ton ductless split system with controls; demo of old HVAC unit(s). All sizes will be reconfirmed by load calculations.

D. Bidding or Negotiation Phase:

- 1) Assist Owner in obtaining bids, contractor selection and assist in obtaining all necessary start-up documentation, etc. We will provide a complete package and specifications, including forms for Owner/Contractor contract, etc.
- 2) Respond to Requests for Information (RFI's) during bidding.
- 3) Attend pre-bid meeting.
- 4) Attend bid opening.
- 5) Tabulate bids and make bid recommendation.

Page 1 of 2

E. Construction Phase:

- 1) Review submittals and shop drawings for those systems and equipment designed and/or specified.
- 2) Respond to Requests for information (RFI's) during construction.
- 3) Review and process contractor's requests for payment; Review change order requests.
- 4) Provide construction observation as necessitated by progress of the work. Interact with contractor and act as Owner's liaison for all Owner/Contractor communications.
- 5) Perform up to ten (10) site observation visits and/or meetings to observe the construction progress; Preparation of a site observation visit report for each site observation visit performed.
- 6) Perform one (1) site observation visit upon the Substantial completion of the construction for the purpose of preparing a punch-list.
- 7) Issue Certificate of Substantial Completion and distribute project Punch List.
- 8) Verify completion of Punch List (Final Completion) and assist Owner in obtaining all necessary bonds, guarantees and close-out documentation.
- 9) Authorize final payment to Contractor.

III. DELIVERABLES:

The following deliverables will be provided as part of the services offered in this proposal. Deliverables in excess of those listed below will be provided upon request as a reimbursable expense in accordance with the fee paragraph below.

A. Preliminary Design Phase: A progress design submission upon substantial completion of the Preliminary Design Phase Services. This submission will include:

- 1) An electronic and hard copy of the progress drawing set, in a PDF and 24" x 36" print format.
- 2) An electronic copy of the preliminary opinion of probable construct costs, in a pdf file type format.

B. Construction Documents Phase: A final design submission upon the completion of the Construction Documents Phase Services. This submission will include:

- 1) Eight sets of signed and sealed 24" x 36" copies of the final construction drawings and spec booklets.
- 2) An electronic PDF copy of the final construction drawing set.
- 3) An electronic copy of the opinion of probable construction costs in a PDF file type format.

C. Bidding or Negotiating Phase:

- 1) All bidding documents will be handled by the architect's office; bidders will pick up and pay for documents at architect's office.
- 2) Provide RFI responses (addendum and clarifications will be issued as needed).
- 3) Attend bid opening and record bid results; provide copies of bid tabulations.
- 4) Provide bid award recommendation letter.

D. Construction Phase:

- 1) Provide review comments for submittals and shop drawings.
- 2) RFI responses.
- 3) Review submission of change order requests.
- 4) Provide construction observation reports.
- 5) Provide punch list report.

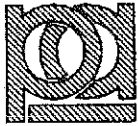
IV. PROJECT SCHEDULE:

Upon acceptance of this proposal:

- 1) Design phase services - (8) weeks to complete
- 2) State approvals - (4) weeks to complete
- 3) Bidding phase - (4) weeks to complete
- 4) Award - (4) weeks to complete
- 5) Construction Phase - (16) weeks to complete, including ordering of materials.

V. OTHER CONDITIONS:

- 1) Work is to be completed as soon as possible and work completed over Summer/Fall 2014.
- 2) Fees, services and conditions listed in this proposal shall be performed under our annual AIA B141 contract which is on file at the Union Board of Education offices.
- 3) Owner will assist Architect/Engineer in the gathering of information for utility requirements of Owner.
- 4) Owner to provide trade support as required.
- 5) Owner will assist Architect/Engineer in the gathering of as-built drawings, shop drawings, O&M manuals, commissioning reports, etc., from the Owner concerning all existing MEP/FP systems that require extension and/or modification for this project.
- 6) The Owner shall furnish the services of one (1) representative who is familiar with the MEP systems of the various building and can confirm existing conditions with Architect during its survey of the buildings.
- 7) Owner represents that project is in LRFP or will be added.
- 8) Owner will provide for all hazmat consulting and/or abatement under separate contract.



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Estimated Fee Schedule

Auditorium and Gymnasium HVAC Upgrades at Washington ES
301 Washington Ave.
Union, NJ

Proposal No. P2014020
February 04, 2014

| | | |
|-------------------------|--------|-------------------|
| Schematic Design | 10.00% | \$6,480.00 |
|-------------------------|--------|-------------------|

Coordination of Owner supplied data; Development of existing building plans; Design program analysis; Assistance in preparation of Educational Specifications; Obtain Preliminary Educational State approval.

| | | |
|---|--------|--------------------|
| Preliminary / Design Development | 20.00% | \$12,960.00 |
|---|--------|--------------------|

Development of preliminary design; Construction assemblies and building materials research; Building code research, review & interpretations; Design development of mechanical & structural systems; Coordination with consulting engineers; Obtain Final Educational State approval; Preliminary documents for review and approval.

| | | |
|-------------------------------|--------|--------------------|
| Construction Documents | 35.00% | \$22,680.00 |
|-------------------------------|--------|--------------------|

Building floor plans & sections; Construction details & notes; Finish schedules; Structural plans, details & notes; Mechanical, Electrical, Plumbing, and Fire Protection Engineering drawings; Project Manual - Bid documents & specifications; Signed & Sealed documents for permit filing; Submission of plans for building permit.

| | | |
|--------------------------------|-------|-------------------|
| Bidding or Negotiations | 5.00% | \$3,240.00 |
|--------------------------------|-------|-------------------|

Assist the Owner in establishing a list of bidders; Provide copies of construction documents for contractor bidding; Contractor bidding and distribution of addenda; Review and evaluation of bids received; Analysis of alternates and/or substitutions.

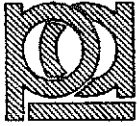
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|------------------------------------|--------|--------------------|
| Construction Administration | 30.00% | \$19,440.00 |
|------------------------------------|--------|--------------------|

Project construction schedule monitoring; Review of submittals, substitutions, shop drawings, etc.; Review of change orders, certificates of payment, etc.; Creation of punch list at substantial completion; Periodic review of punch list progress; Review of final close-out documents.

| | | |
|--|---------|--------------------|
| Estimated Professional Services Total | 100.00% | \$64,800.00 |
|--|---------|--------------------|

The compensation schedule establishes a maximum fixed fee for each phase of the project. Compensation for services shall not exceed the stipulated sum unless agreed upon in advance by both parties (see schedule for breakdown).

Stipulated fees shall be valid for not more than 90 days from the date noted unless an agreement is reached.



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Hourly Compensation Rates

Auditorium and Gymnasium HVAC Upgrades at Washington ES
301 Washington Ave.
Union, NJ

Proposal No. P2014020

February 04, 2014

| | |
|---------------------------|---------------|
| Principal/Partner | \$185.00 /Hr. |
| Project Manager/Associate | \$160.00 /Hr. |
| Project Architect | \$135.00 /Hr. |
| Staff Architect | \$125.00 /Hr. |
| Intern Architect | \$115.00 /Hr. |
| Interior Designer | \$110.00 /Hr. |
| Draftsperson (Level II) | \$105.00 /Hr. |
| Draftsperson (Level I) | \$95.00 /Hr. |
| Administrative/Clerical | \$75.00 /Hr. |
| Non technical Staff | \$55.00 /Hr. |

Requests for services that require personnel to provide overtime will be established prior to performing the work. Hourly compensation rates for services that require personnel to work overtime shall be 1.5 times the compensation rates listed above.

Attachments

Auditorium and Gymnasium HVAC Upgrades at Washington ES 301 Washington Ave. Union, NJ

Proposal No. P2014020

February 04, 2014

A. DESCRIPTION OF BASIC SERVICES (SEE ESTIMATED FEE SCHEDULE)

1. Predesign Services Phase:

This phase includes documentation of existing building and MEP plans; coordination of Owner supplied data and confirmation/ development of project and building program. Potter Architects, L.L.C. (PA) or one of his representatives will conduct the initial meeting at the location of the proposed construction with the Owner, and will then perform a follow-up visit to measure and photograph for preparation of "as-built" drawings (pre-construction).

2. Preliminary Design Phase:

This phase includes preliminary drawings which will include proposed floor plans.

The proposal includes two opportunities for Owner to review and approve drawings prior to final construction drawings. This review process is normally sufficient. Any further preliminary design work or changes to final drawings requested by Owner will be billed out at our Hourly Rates as listed in the Contract.

When PA is ready to prepare your final construction documents with your final changes, we will require your acceptance in writing to proceed with your final construction documents.

The Owner shall provide PA with an accurate up to date survey of his property. Site design, such as grading, parking, site drainage, retaining walls, subsoil conditions, wetlands, etc., will require site engineering, which will be handled under a separate proposal and will require the services of a licensed Civil Engineer.

3. Construction Documents Phase

Building floor plans, elevations & sections; Construction details & notes; Finish, door & window schedules; Structural plans, details & notes; Mechanical, Electrical, Plumbing, and Fire Protection Engineering drawings; Project Manual - Bid documents & specifications; Signed & Sealed documents for permit filing; Submission of plans for building permit.

This phase includes the following proposed drawings:

- Schematic Architectural Plot Plan
- General Building Specifications
- Architectural Floor Plans
- Structural Plans
- Building Sections and Details as required for permits and construction
- Interior Lighting, Switching and Electric Outlet Layout
- Interior/ Exterior Exit and Emergency Lighting Layout
- Reflected Ceiling Plan
- Room Finish Schedule
- Mechanical engineering and/or consultations (Plumbing, HVAC, Electrical and Fire Protection Design & Engineering)

This phase includes Eight (8) complete sets of working drawings. Additional plans for construction of building, revisions, Planning Board, Board of Adjustment etc. will be billed at \$5.00 per sheet. All items as noted above will be shown on plans as required for permits and construction. Changes required by the local construction department for the purpose of issuing construction permits will be PA's responsibility.

4. Bidding Phase

Assist the Owner in establishing a list of bidders; Provide copies of construction documents for contractor bidding; Contractor bidding and distribution of addenda; Review and evaluation of bids received; Analysis of alternates and/or substitutions.

5. Construction Administration Phase:

Project construction schedule monitoring; Review of submittals, substitutions, shop drawings, etc.; Review of change orders, certificates of payment; Creation of punch list at Substantial Completion; Periodic review of punch list progress; Review of final close-out documents.

B. ADDITIONAL SERVICES

THE FOLLOWING SERVICES ARE NOT BEING PROVIDED IN THIS AGREEMENT and shall be considered Additional Services and compensated for as provided in applicable subparagraphs of this contract agreement:

- Interior Design - Detailed finishes & materials for floors, trim, fixtures, furniture, etc.
- Model or professional rendering of proposed project design.
- Detailed construction cost estimate of proposed project design.
- Site / Civil engineering and/or landscape design/consultations.
- Soil / Hydrogeological / Geotechnical engineering, tests, reports, etc.
- Changes to design that are requested by the Owner after completion of Preliminary Design Phase.
- Printing beyond allowance of (8) sets of plans and project manuals.
- Travel expense beyond allowance of (200) miles.
- Postage/delivery expenses beyond allowance of (\$150)
- Preliminary designs beyond basic services allowance of two (2) schemes.
- Construction management.
- Construction administration / Construction phase assistance.
- Preparation of as-built drawings (post-construction).
- Coordination of separate contractors; Testing services.
- Special inspections for materials and work as may be required by codes and/or municipal code enforcement.
- Legal review of bid documents and legal, accounting, and insurance counseling services.

C. HOURLY RATE SCHEDULE

Refer to attached Hourly Rates Schedule

D. ADDITIONAL INFORMATION

GENERAL CONDITIONS OF SERVICES

SCOPE OF SERVICES - The services to be provided by PA have been set forth in the Proposal / Project Program Description and shall remain valid for a period of 60 days from the date of the Proposal, after which PA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from PA's scope and will only be performed in accordance with a written amendment to the Proposal outlining the exact services and the associated fees. Once signed, the

rates and fees quoted in this proposal will be valid for **90 / 180** days from the date of acceptance. Terms and fees are subject to modification beyond that time frame.

COMPLETION OF SERVICES - The architectural services contained within this proposal shall be deemed "complete" upon the occurrence of the following milestone: Upon delivery of Certificate of Substantial Completion and Punch List. Please note that any extension of services beyond above milestone shall be deemed "Additional Services" and billed in accordance with Contract.

EXECUTION OF CONTRACT - The individuals executing this Contract (signator), if acting on behalf of partnership, corporation, funding agency or public entity represent that they have the authority to do so, and to bind the entity to this Agreement. The scope of services can only be adjusted or revised with a typewritten, signed change order or scope modification agreement. The signator will also be responsible for payment and for authorizing additional services, if applicable.

RIGHT TO ADVERTISE - The Architect shall have the right to furnish and display a temporary sign at the jobsite during the construction time period; the Architect may utilize project drawings/photographs for promotional use.

ASSIGNMENT - This Contract is not assignable except with the prior written consent of PA, and no assignment shall relieve the signatory of any obligations under this Contract.

FEE - The total fee, when stated as a lump sum, shall be based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

BILLINGS / PAYMENTS - Please note that payment is due upon completion of each phase of the work. Final Construction Drawings will not be released until final payment is made. Invoices will be submitted monthly for services and are due when rendered. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 15 days after billing, the client shall pay cost of collection, including reasonable attorney fees. If collection agency is needed to collect unpaid fees, client will be responsible for all collection agency fees plus interest, in addition to payment of unpaid invoices. Use of instruments of service is contingent upon payment for services in full.

SUSPENSION/TERMINATION OF SERVICES - Failure to meet the payment schedule outlined in this Agreement may result in termination of project. Fees for projects terminated by Owner are to be based on the hourly rate for all time expended to point of termination. Invoices shall be considered PAST DUE if not paid upon receipt, and PA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. PA reserves the right to stop work until invoices are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of PA. PA has no duty to perform services or to allow use of instruments of service on delinquent accounts. If services are suspended due to non-payment, PA will restart services when account is restored to good standing.

PHASING - Phasing of the project and/or splitting the drawings into two or more phases or separate projects, for any reason, requires additional resources and effort. Therefore, if at any point the client requests same, this will be considered a change in scope and additional fees will apply in accordance with this agreement.

STANDARD OF CARE - Services performed by PA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this Proposal, the services performed by PA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by PA.

HIDDEN CONDITIONS - PA shall not be responsible for hidden conditions of the existing structure or site. Hidden conditions are conditions which are not readily visible to the human eye.

ZONING INTERPRETATIONS - Please note that we will make every attempt possible to successfully interpret the zoning regulations in order to properly design your project within the guidelines of your township zoning ordinances. This may also include meeting with township officials to get interpretations of township zoning regulations pertaining to your specific project. If changes to the plans are required as a result of misinformation or inaccurate information conveyed to PA by township zoning officials during the preliminary phase of your project, and result in any revisions to the final construction documents after township submission, additional fees and charges may be incurred by Client.

INFERRED CONDITIONS - Conditions may vary from those which are visibly observed at the locations of open structure or other such visible conditions. PA will base interpretations, recommendations and design upon conditions inferred from the conditions observed. Client recognizes that any future determination of conditions different than those which were encountered at the observable locations may significantly impact the interpretation, recommendations and design provided by PA. Any such variation of conditions should be brought to the prompt attention of PA to assess the impact of the variations on the previously provided interpretations, recommendations and design. PA will take no responsibility for any interpretation or recommendation others may make. Fees for additional analysis or investigation shall be paid by the Client. Failure of Client to agree to and pay for additional analysis shall be deemed as substantial failure to perform in accordance with the terms of this Agreement.

STANDARDS AND CODES - If the work under the Contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this Agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this Agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a Changed condition under this Agreement.

RIGHT OF ENTRY - The Client shall provide for right of entry for all PA personnel and equipment necessary to perform the intended scope of services.

UTILITIES - PA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. PA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. Owner is responsible to order all mark-outs. If location of underground utilities is included under the Scope of Services, These locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this Proposal does not include testing, opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or location said utilities.

CHANGED CONDITIONS - If PA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), PA will notify client in writing of the Changed Conditions. Client and PA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If PA and Client cannot agree upon amended terms and conditions within 30 days after notice, PA may terminate this Agreement and be compensated as set forth in "Termination and Suspension".

CERTIFICATIONS - Client agrees NOT to require that PA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) PA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) PA believes that the Services performed or Work tested and/or observed meets the criteria of the certification; and 3) PA has reviewed and approved in writing the exact form of such certification

prior to execution of this Agreement and has included certification(s) in the Scope of Services. Any certification by PA is limited to an expression of professional opinion based upon the Services performed by PA, and does not constitute a warranty or guaranty, either expressed or implied.

ENERGY EFFICIENT DESIGN - The Architect will exercise reasonable efforts to design and specify products and/or systems that achieve energy performance expectations or LEED Certification expectations that are expressly called for in this Contract, if any. The Architect does not, however, provide assurances that those performance or certification expectations will be met.

RISK ALLOCATION - Client agrees that PA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of PA's fee.

INDEMNIFICATION - The Client shall indemnify and hold harmless PA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of PA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except PA, or anyone for whose acts any of them may be liable).

NO SPECIAL OR CONSEQUENTIAL DAMAGES - Client and PA agree that PA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by PA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

OWNERSHIP OF DOCUMENTS - The plans as articles of service are, and will remain, the property of Potter Architects, L.L.C. (PA). Plans and/or services for this project may not be used for another building or project without PA's prior written consent. Client may use the documents for the project or purposes contemplated by this Agreement, providing that plans and/or services have been paid for in full or per agreement. Client may not reuse, reprint or electronically distribute the documents for this project or for any extension of the project or other project without PA's prior written consent. Any unauthorized use, reuse or extension of PA's work will be considered a violation, and is at Client's sole risk and without liability to PA, and Client will indemnify, defend, and hold PA harmless from all claims or damages arising from any unauthorized use, reuse or extension of PA's work. Potter Architects, L.L.C. (PA) expressly reserves its commonlaw copyright and other property rights in these plans and/or services. These plans are not to be reproduced, changed or copied in any manner whatsoever, nor are they to be assigned any third party, without first obtaining the express written permission and consent of PA. PA reserves the right to withdraw plans from permitting agencies in the event of non-payment in full or per agreement for plans and/or services.

TERMINATION AND SUSPENSION - This Agreement may be terminated or suspended for convenience by either party by thirty (30) days written notice, or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that PA shall be paid the total charges for labor and material performed to the termination notice date, plus reimbursable charges.

ALTERNATIVE DISPUTES RESOLUTION (ADR) - All claims, disputes, and other matters in controversy between PA and Client arising out of or in any way related to this Agreement will be submitted to mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then 1) Client assents to personal jurisdiction in the state of PA's principal place of business; 2) The claim will be litigated and tried in judicial jurisdiction of the court of the county where PA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and 3) If PA prevails, PA will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SAFETY AND CONSTRUCTION SCHEDULE - PA is not responsible for the implementation, discharge, or monitoring of construction safety standards or practices. These items are explicitly excluded from our Scope.

PA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility CONSTRUCTING the project. PA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. This proposal is based upon the owner hiring a properly insured and NJ Licensed General Contractor to construct the entire project. PA shall not have control over or charge of acts or omissions of the General Contractor, Subcontractors, or their employees, or of any other person performing any portion of the work.

SITE VISITS / OBSERVATION - In the event PA is retained to provide site visits/observation, PA as a representative of the Owner, upon request, shall visit the site at intervals appropriate to the stage of construction (limited to the number of visits stated in the allowances), to become generally familiar with and to keep the Owner informed about the progress and quality of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, PA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

SAMPLES AND TESTING - In the event PA is retained to provide laboratory testing or analytic services, PA will preserve such test materials or other sample as it deems necessary for the Project, but no longer than 45 days after issuance of any documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all samples, contaminated samples, cuttings, hazardous materials, and other hazardous substances. Client will take custody of all testing portals and/or probes installed during any testing or investigation by PA, and will take any and all necessary steps for the proper maintenance, repair or closure of such testing portals and/or probes at Client's expense.

DISCOVERY OF UNANTICIPATED POLLUTANT RISKS - Hazardous materials or certain types of hazardous materials may exist at a site. The Architect and his consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, PCB, fuel products and/or storage tanks, mold or other toxic substances. Unless PA's Scope of Services specifically includes Environmental Services, PA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered and identified by others, PA will take action to protect the health and welfare of their personnel, and will notify the Client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

BIOLOGICAL POLLUTANTS - PA's Scope of Work does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that PA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless PA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any biological pollutants in or around any structure. The term "biological pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. Unless PA's Scope of Services specifically includes Environmental Services, PA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance.

ENTIRE AGREEMENT - This Proposal / Project Program Description / Fee Schedule / Hourly Rates / General Conditions constitute the entire Agreement between Client and PA.

BUSINESS HOURS - Regular business hours of Potter Architects are Monday through Friday, 7:30a to 4:30p.