

# 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

May 10, 2012

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

**Proposal No. P2012049**

Expanded Masonry Restoration for Franklin ES  
1500 Lindy Terrace  
Union, NJ

Dear Thomas:

It was a pleasure meeting with you to discuss the proposed Expanded Masonry Restoration project for Franklin ES located at 1500 Lindy Terrace, Union, NJ.

PLEASE NOTE that this proposal REPLACES Proposal No. P2011097.

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

The firm shall be compensated for architectural services being rendered at monthly intervals. Services and fees listed in the Estimated Fee Schedule have been incorporated into this agreement, two copies of which are enclosed for your review. If this contract agreement meets with your approval, please sign both copies and return one copy for our records.

We look forward to providing the architectural services you require and will begin upon receipt of a signed contract. If you have any questions please do not hesitate to contact this office. Thank you.

Sincerely,

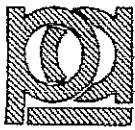
Thomas R. Potter for Potter Architects

Signature \_\_\_\_\_

Name (Print) Mr. Thomas Wiggins

Title (Print) Maint. and Oper.

Date (Print) \_\_\_\_\_



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## Project Program Description

### Expanded Masonry Restoration for Franklin ES 1500 Lindy Terrace Union, NJ

Proposal No. P2012049

May 10, 2012

It is our understanding that the Union Board of Education wishes to execute an expanded masonry facade restoration program at the Franklin Elementary School. PLEASE NOTE that this proposal REPLACES Proposal No. P2011097.

#### A. PROJECT SCOPE:

The project will generally consist of the following:

Repair and restoration of selected lintels on ALL facades. The work will be limited to the lintels that are visually deteriorated; all other lintels will be cleaned and painted. A probe has already been performed to reveal subsurface wall conditions.

All cracked bricks will be replaced.

New brick expansion joints will be cut in select areas and will be caulked; all other caulking will be replaced.

All of the stone sills will be regouted and caulked.

Stone caps on parapet walls be received new metal.

Old wood panels and louvers will be replaced with FRP and aluminum in several areas.

All of the unit ventilator grills will be replaced.

All of the cornices containing built-in ("Yankee") type gutter will be removed and replaced with a new fiberglass cornice and a new stainless steel gutter liner.

All brick surfaces will be cleaned and water repellents will be applied.

All of the windows will be cleaned.

#### B. PROFESSIONAL SERVICES:

We will create drawings and specifications of the corrective work, within the limits of the project budget. The base bid for the project will be tailored to accommodate an approximate budget of \$1,000,000 - \$1,250,000. This scope should substantially address all of the current facade deterioration issues.

Our firm will provide architectural services as follows:

- 1) Meet on site with Owner to outline scope of work. 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. Meet with Structural PE and various contractors and to review scope of work and establish a budgetary range.
- 2) Draft existing conditions drawings of the existing building, suitable for future preparation of bid documents.
- 3) Prepare preliminary plans and specifications as required to obtain preliminary approval of Owner.
- 4) Prepare a bid package of plans and specifications of all corrective work, based on the above scope and budget, as required for bids, permits, and construction. Plans and specifications will be prepared in accordance with applicable local, state, and federal requirements. The investigation work will include visual observation, as well as interviews owner, engineer, contractors, possibly a brick expert and maintenance personnel. Also, during our initial investigation, we may be making recommendations for destructive investigation, as well as testing, the costs of which will be the responsibility of the Owner.

continued

5) 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. Update proposals with contractors; review proposals and make recommendation to Owner on a contractor selection.

Assist Owner with preparation of contracts.

6) Assist Contractor in obtaining permits through the municipality. Please note that all safety requirements will be specified as the obligation of the Contractor.

7) Provide construction observation as necessitated by progress of the work. Interact with contractor and act as Owner's liaison for all Owner/Contractor communications. Work with Contractor to achieve satisfactory results.

8) Review and process contractor's product submittals. Review with and copy Owner on all approvals of materials to be used.

9) Review and process contractor's requests for payment. Make recommendation of interim payments to Contractor.

10) Review and process any necessary change orders for Owners' credits / additional work / unforeseen conditions encountered during construction.

11) Issue Architect's Certificate of Substantial Completion and prepare a project Punch List. Work with Contractor in the completion of the Punch List.

12) Perform a final review of completed work, issue a Letter of Final Completion, and make recommendation on final payment.

13) Assist Owner in obtaining all necessary bonds, final paperwork, guarantees and close-out documentation from Contractor.

#### C. BID PACKAGE:

Bid package will be prepared, after careful examination of the above elements, to conform to construction budgets listed. The bid package will include visual observation, as well as interviews with school and maintenance personnel. Also, during our initial investigation, we may be making recommendations for destructive testing, the costs of which will be the responsibility of the Owner.

#### D. HAZMATS:

Please note that any hazardous material testing, lead paint, asbestos, etc. scoping and investigation is not part of this proposal and shall be handled directly by the Owner under separate contract with a certified Environmental Consultant.

#### E. OTHER INFORMATION:

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.

The target completion date for this work is August 24, 2012. This date is subject to product availability and processing through the State Department of Education.

Our project contact will be Mr. Thomas Wiggins, Union Board of Education Director of Maintenance and Operations.



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## Estimated Fee Schedule

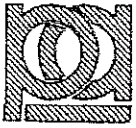
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<b>Predesign Services</b>	10.00%	<b>\$6,850.00</b>
Coordination of Owner supplied data; Development of project and building program; Project development scheduling.		
<b>Preliminary Design</b>	20.00%	<b>\$13,700.00</b>
Development of existing building plans and elevations; Schematic plan(s) of preliminary design(s); Schematic elevation(s) of preliminary design(s).		
<b>Construction Documents</b>	30.00%	<b>\$20,550.00</b>
Building floor plans, elevations & sections; Construction details & notes; Project Manual - Bid documents & Specifications; Signed & Sealed documents for permit filing; obtain NJ Dept of Ed approval.		
<b>Bidding or Negotiations</b>	10.00%	<b>\$6,850.00</b>
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.		
<b>Construction Administration</b>	30.00%	<b>\$20,550.00</b>
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.		
<b>Estimated Professional Services Total</b>	100.00%	<b>\$68,500.00</b>

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

Expanded Masonry Restoration for Franklin ES  
1500 Lindy Terrace  
Union, NJ

Proposal No. P2012049

May 10, 2012

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

## Expanded Masonry Restoration for Franklin ES 1500 Lindy Terrace Union, NJ

Proposal No. P2012049

May 10, 2012

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.

When Potter Architects (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.

Changes to architectural plans required by the local construction department for the purpose of issuing construction permits will be the Architect's responsibility.

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, or provided by Owner.

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.  
Surveying services.  
Schematic design beyond basic services allowance of two (2) schemes.  
Changes to design that are requested by the Owner after completion of Design Development phase.  
On-site representation beyond basic services allowance of (15) site visits.  
Printing beyond allowance of (8) sets of plans and project manuals.  
Travel expense allowance of (500) miles.  
Postage/delivery expense beyond allowance of (\$200)  
Testing services.  
Legal review of bid documents and legal, accounting, and insurance counseling services.  
Construction management.  
Preparation of as-built drawings (post-construction).  
Coordination of separate contractors.  
Leeds Certification / Accreditation.  
M/E/P Building Modeling.  
Mechanical, Electrical, Plumbing, HVAC, Sprinkler & Fire Alarm, Information Technology/Computer Wiring and Hardware, engineering and/or consultations are not included in this fee. Since this is a masonry restoration project, we do not anticipate a need for these services.

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.

### GENERAL CONDITIONS OF SERVICES:

**SCOPE OF SERVICES** - The services to be provided by Potter Architects, L.L.C. (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 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, 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.

**ASSIGNMENT** - This Contract is not assignable except with the prior written consent of Potter Architects, L.L.C., 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 within 30 days after the invoice date 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 that are more than 30 days in arrears 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. Architect has no duty to perform services or to allow use of instruments of service on delinquent accounts. If services are suspended due to nonpayment, Architect 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. 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.

**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** - Client may use the documents for the project or purposes contemplated by this Agreement. Client may not reuse, reprint or electronically distribute the documents for any extension of the project or other project without PA's prior written consent. Any unauthorized reuse or extension of PA's work 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 reuse or extension of PA's work.

**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

5/10/2012

Proposal No. P2012049

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.

The Architect 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. The Architect 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. The Architect 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, 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, the Architect 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.

5/10/2012

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