

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

March 20, 2012

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

Proposal No. P2012038

UHS Cafeteria and Kitchen HVAC Upgrades
2350 North 3rd Street
Union, NJ

Dear Tom:

It was a pleasure meeting with you to discuss the proposed UHS Cafeteria and Kitchen HVAC Upgrades located at 2350 North 3rd Street, Union, NJ.

The scope of architectural services we will provide is divided into various phases. Please refer to the enclosed "Estimated Fee Schedule" and "Project Program Description" 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 contract 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,

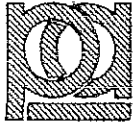
Thomas R. Potter for Potter Architects

Signature _____

Name (Print) Mr. Thomas Wiggins

Title (Print) Supr. Bldgs/ Grounds

Date (Print) _____



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Project Program Description

UHS Cafeteria and Kitchen HVAC Upgrades

2350 North 3rd Street

Union, NJ

Proposal No. P2012038

March 20, 2012

I. SCOPE OF WORK AND BUDGET:

The scope of this project has several facets. It is our understanding that the Union Board of Education intends to have us design the following work: substantially replace all kitchen and cafeteria HVAC; electrical upgrades for the area; new ceilings and lighting in kitchen and faculty dining areas; design for future kitchen equipment replacements, and future serving line and kiosk installations.

This construction work will be in a budget range of \$750,000 to \$800,000, including a \$50,000 contingency allowance.

To this end, we will perform the following tasks:

A. Predesign - Site Investigation 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. Obtain NJ Department of Ed approval as required.

C Construction Documents - General

- 1) Prepare plans and specifications as required for bids, permits, and construction. Plans and specifications will be prepared in accordance with applicable local, state, and federal requirements.

C.1 Construction Document Phase - Architectural

- 1) Design necessary ceiling, lighting, and future kitchen equipment/kiosk alterations to allow for electrical work to take place.

continued

Mr. Tom Wiggins
Project Program Description - Page Two
March 20, 2012

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 the hot water, cold water, vent and waste piping for the proposed kitchen appliances/equipment as applicable. Design a riser diagram and details to indicate required changes to the natural gas piping system to support the proposed gas-fired HVAC equipment.

C.2 Construction Document Phase - Electrical Engineering

Circuit HVAC and Owner supplied equipment. Size feeders for all mechanical equipment specified. It is assumed that any new kitchen equipment circuits that are required can be fed from new panelboard to be located in the kitchen, or we will specify a new panelboard to feed the proposed kitchen equipment. Power for the proposed HVAC equipment will be extended from the existing feeders serving the existing electric heating coils that will be demolished as part of the existing HVAC demo. If the existing feeders are not suitable, power shall be obtained from the existing switchboard located in the storage room adjacent to the Gym. Design the extension /modification of the existing fire alarm system as required to support the duct smoke detectors for the proposed HVAC equipment. Any work to security, sound or other low voltage systems will be under separate contract and not part of this design work.

C.3 - Construction Document Phase - Mechanical Engineering:

The mechanical work shall consist of performing load calculations and sizing new rooftop HAC units for the existing Cafeteria, Kitchen, Pantry, and Teachers Dining Area. The design will include supply, return, and exhaust work, selecting air outlets, and selecting exhaust fans. It is anticipated that the existing kitchen exhaust hood, fan, and suppression system will remain and is not part of this design work. HVAC unit work included: (2) 25 ton RTU; (1) 4 ton RTU; Make-up air unit (Kitchen); Dishwasher exhaust. 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 prebid meeting.
- 4) Attend bid opening.
- 5) Tabulate bids and make bid recommendation.

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) weekly site observation visits 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.

continued

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Project Program Description - Page Three
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II. 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 architects 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.

III. 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 - (12) weeks to complete, including ordering of materials.

IV. OTHER CONDITIONS:

- 1) Work is to be completed as soon as possible and work completed over Summer/Fall 2012.
- 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

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Schematic Design	10.00%	\$7,380.00
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Coordination of Owner supplied data; Development of existing building plans; Design program analysis; provide schematic concept plan.

Preliminary / Design Development	20.00%	\$14,760.00
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Design development of approved schematic concept plan; Construction assemblies and materials research; MEP code research, review & interpretations; Design development of architectural, structural, mechanical, electrical and plumbing systems; Coordination with consulting MEP and Structural Engineers; Create Letter of Functional Components and NJDOE Submission; Obtain NJDOE approval.

Construction Documents	35.00%	\$25,830.00
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Architectural, Structural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering floor plans, elevations & sections; Construction details & notes; Project Manual - Bid documents & specifications; Signed & Sealed documents for permit filing; Submission of plans for building permit.

Bidding or Negotiations	5.00%	\$3,690.00
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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.

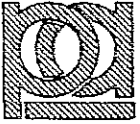
Construction Administration	30.00%	\$22,140.00
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Project construction schedule monitoring; Review of submittals, substitutions, shop drawings, etc.; Review of change orders, certificates of payment, etc.; Creation of punch list at Substantial Completion; Periodic review of punch list progress; Review of final close-out documents.

Estimated Professional Services Total	100.00%	\$73,800.00
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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

UHS Cafeteria and Kitchen HVAC Upgrades
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March 20, 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

UHS Cafeteria and Kitchen HVAC Upgrades 2350 North 3rd Street Union, NJ

Proposal No. P2012038

March 20, 2012

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

1. Pre-design Services Phase:

This phase includes documentation of existing building plans; coordination of Owner supplied data and confirmation/ development of project and building program. The Architect/Structural/MEP Engineer 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 Architectural, Structural, and MEP 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. 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. The Owner shall provide the Architect with accurate as built drawings of the facility.

3. Construction Documents Phase

Architectural, Structural, and MEP floor plans, elevations & sections; Construction details & notes; 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 drawings:

Proposed:

- Architectural plans
- Structural plans
- MEP Floor Plans
- Schematic Architectural Key Plan
- General Building Specifications
- Building Sections and Details as required for permits and construction
- Structural engineering
- 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 construction plans as required for permits and construction.

Changes required by the local construction department for the purpose of issuing construction permits will be the Architect'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 walls, ceilings, 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 allowances noted.
- Travel expense beyond allowance of (100) miles.
- Postage/delivery expenses beyond allowance of (\$100)
- Schematic designs beyond basic services allowance of two (2) schemes.
- Construction management.
- 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 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 Approval/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 (signatory), 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 signatory will also be responsible for payment and for authorizing additional services, if applicable.

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 **15 (varies by client** 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 **15 (varies by client)** 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 non-payment, 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 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.