Glassboro Public Schools



MEMO

To: Al Lewis

From: Michael Sloan

Date: December 17, 2025

Re: Architect Referendum Agreement

Recommend Board approval of the Architect of Record Agreement with Fraytak Veisz Hopkins Duthie, P.C. (FVHD) for the 2025–2026 school year, as well as approval of Amendment No. 2025-001 to the Professional Services Agreement for the November 2025 Referendum Projects (FVHD #5537), including the total professional fixed fee of \$1,389,000 as outlined in Contract Attachment A. (attachment)



Amendment to the Professional Services Agreement

PROJECT: (name and address)
November 2025 Referendum Projects,
FVHD #5537

AGREEMENT INFORMATION:
Date: AIA B104-2017 Architect of
Record 2025-26 Agreement - December
3, 2025

AMENDMENT INFORMATION: Amendment Number: 2025-001

Date: 12/3/2025

OWNER: (name and address)
GLASSBORO BOARD OF
EDUCATION
560 Joseph L. Bowe Memorial
Boulevard
Glassboro, New Jersey 08028-1938

ARCHITECT: (name and address)
FRAYTAK VEISZ HOPKINS
DUTHIE, P.C.
1515 Lower Ferry Road
Trenton, New Jersey 08618

The Owner and Architect amend the Agreement as follows: Services as outlined in Contract Attachment 'A' - Referendum Project List and Architects Fee Schedule, attached.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

TOTAL PROFESSIONAL FIXED FEE: ONE MILLION THREE HUNDRED EIGHTY-NINE THOUSAND AND 00/100 DOLLARS (\$1,389,000.00)

Schedule Adjustment:

SIGNATURES:	
Fraytak Veisz Hopkins Duthie, P.C.	Glassboro Board of Education
ARCHITECT (Firm name)	OWNER (Firm name)
SIGNATURE George R. Duthie, AIA, Vice President	SIGNATURE Michael Sloan, Business Administrator
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12/3/25	4
DATE	DATE

△ F\	/HD architects	CONTRACT ATTACHMENT 'A'- Ref	ferendum Project List	and Architects Fee S	<u>chedule</u>			
Fraytak Veisz Client:	Glassboro School District							
Proj:	November 2025 Refere	!						
FVHD#:	5537							-
Dated:	December 1, 2025							
				FVHD FEES				
FVHD#	NJDOE #	DESCRIPTION	ESTIMATED CONSTRUCTION COST	ESTIMATED CONSTRUCTION COST (CCE)- NJDOE Form 130	FEE BASIS (CCE X 1.05)	FEE %	FVHD TOTAL FIXED FEE (Rounded)	Notes (See below)
GLASSBORO HIGH S			LASSBORO HIGH SCH	IOOL				
5537A	1730-050-25-1000	Glassboro HS- Various Rehab Proj Q1						
		Roof Refurbishment- Refer to roof map- Areas 9,10,11- Repairs as recommended in Garland report March 2023. Includes maintenance on 2016 roof areas.	\$532,000	\$532,000	\$558,600	6.50%	\$36,000	5
		Rear bus canopy- refurbish- remove old paint, repaint entire structure, new fascia (like front canopy), lighting, sidewalk replacement, landscaping	\$162,000	\$162,000	\$170,100	7.50%	\$13,000	
		HVAC upgrades at Music Tech (former TV Studio) Relace RTU and related work.	\$312,500	\$312,500	\$328,125	7.50%	\$25,000	
		HVAC upgrades / replacement including rooftop equipment - science wing, A102, A107	\$1,328,125	\$1,328,125	\$1,394,531	7.50%	\$105,000	
5537A	1730-050-25-1000	Glassboro HS- Various Rehab Proj Q1	\$2,334,625	\$2,334,625	\$2,451,356		\$179,000	

FVHD architects planners CONTRACT ATTACHMENT 'A'- Referendum Project List and Architects Fee Schedule Glassboro School District Client: Proj: **November 2025 Referendum Projects** FVHD#: 5537 Dated: December 1, 2025 **FVHD FEES ESTIMATED** Notes **ESTIMATED** CONSTRUCTION COST **FEE BASIS FVHD TOTAL FIXED** FVHD# NJDOE# DESCRIPTION FEE % (See (CCE X 1.05) **CONSTRUCTION COST** (CCE)- NJDOE Form FEE (Rounded) below) 130 5537H 1730-050-25-2000 Glassboro HS- Various Rehab Proj Q2 Security glazing or film allowance- corridor facing glass areas including library, nurses suite, main \$100,000 \$100,000 \$105,000 7.50% \$8,000 office and cafeterias. Auditorium stage front and flooring (oak in front, \$150,000 \$150,000 \$157,500 7.50% \$12,000 plywood in back)- replace and refinish as needed. HVAC noise reduction at stage unit-installation of \$50,000 \$50,000 \$52,500 7.50% \$4,000 2 sound trap and insulation. Stage acoustical improvements for voice audibility \$100,000 \$100,000 \$105,000 7.50% \$8,000 2 5537H 1730-050-25-2000 Glassboro HS- Various Rehab Proj Q2 \$400,000 \$400,000 \$420,000 \$32,000 5537P 1730-050-25-4000 Glassboro HS- Exterior Door Repl Q3 Remove and replace exterior doors in existing frames (approx. 36 leaves). Includes new exit hardware, security glazing where needed and door \$224.219 \$224.219 \$235,430 7.50% \$18,000 contacts. Affected area is entire building= 126,000SF. REDUCE SCOPE TO INCLUDE ONLY THE MOST DETERIORATED DOORS (Allow for 20) \$18,000 5537P 1730-050-25-4000 Glassboro HS- Exterior Door Repl Q3 \$224,219 \$224,219 \$235,430

Client:	Glassboro School District							
Proj:	November 2025 Refere	ndum Projects						
FVHD#:	5537							
Dated:	December 1, 2025							
				FVHD FEES				
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55370	1730-050-25-3000	Glassboro HS Site Upgrades Q3						
		Construct modular toilet room building at Football Stadium including ADA access. Includes allowance for underground utilities- water and sanitary.	\$503,906	\$503,906	\$529,102	7.50%	\$40,000	3
		Field grading and drainage correction (allowance). Includes regrading and seeding of fields to improve drainage and meet HS athletic field standards.	\$560,156	\$560,156	\$588,164	7.50%	\$44,000	3
55370	1730-050-25-3000	Glassboro HS Site Upgrades Q3	\$1,064,063	\$1,064,063	\$1,117,266		\$84,000	
GLASSBORO HIGH SCHOOL PROJECT TOTALS			\$4,022,906	\$4,224,052		\$313,000		

Fraytak Veisz H	HD architects planners of the	CONTRACT ATTACHMENT 'A'- Ref	erendum Project List	and Architects Fee S	<u>chedule</u>			
Client:	Glassboro School District							
Proj:	November 2025 Refere	ndum Projects						
FVHD#:	5537							
Dated:	December 1, 2025							
					<u>FVHD F</u>	EES		
FVHD#	NJDOE #	DESCRIPTION	ESTIMATED CONSTRUCTION COST	ESTIMATED CONSTRUCTION COST (CCE)- NJDOE Form 130	FEE BASIS (CCE X 1.05)	FEE %	FVHD TOTAL FIXED FEE (Rounded)	Notes (See below)
			THOMAS BOWE M	s				
5537F	1730-090-25-1000	Various Rehabilitation Projects at Thomas E. Bowe Middle School						
		Roof maintenance repairs- per Garland Report March 2023	\$560,000	\$560,000	\$588,000	6.50%	\$38,000	5
		Metal roof system painting and wall panels at gymnasium rising wall. New metal panel system to prevent leaks caused by wind driven rain.	\$150,000	\$150,000	\$157,500	6.50%	\$10,000	5
		Security and Communications Systems- Install new check-in window for visitor screening. Create man trap vestibule. Affected area= 200SF.	\$273,438	\$273,438	\$287,109	7.50%	\$22,000	2
5537F	1730-090-25-1000	Various Rehabilitation Projects at Thomas E. Bowe Middle School	\$983,438	\$983,438	\$1,032,609		\$70,000	
5537M	1730-090-25-3000	Gymnasium Renovations at Thomas E. Bowe Middle School						
		Gymnasium Renovations: Replace floor with new vinyl sports floor, replace bleachers, add new scoreboard, install wall pads, and replace basketball backstops. Includes misc. finish work such as wall and ceiling paint.	\$930,000	\$930,000	\$976,500	7.50%	\$73,000	
5537M	1730-090-25-3000	Gymnasium Renovations at Thomas E. Bowe Middle School	\$930,000	\$930,000	\$976,500		\$73,000	
тно	MAS BOWE MS	PROJECT TOTALS		\$1,913,438	\$2,009,109		\$143,000	

Fraytak Veisz	VHD architects Hopkins Duthie, P.C.	CONTRACT ATTACHMENT 'A'- Ref	erendum Project List	and Architects Fee S	chedul <u>e</u>			
Client:	Glassboro School District							
Proj:	November 2025 Refere	endum Projects						
FVHD#:	5537							
Dated:	December 1, 2025							
					FVHD F	EES		
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		DO	ROTHY BULLOCK ES					
5537C	1730-065-25-1000	Dorothy Bullock ES- Various Rehab Proj- Q1						
		Metal roof maintenance and repair- see Garland Report March 23	\$468,750	\$468,750	\$492,188	6.50%	\$32,000	5
		Security and Communications Systems- Install new check-in window for visitor screening. Create man trap vestibule. Affected area= 200SF.	\$180,000	\$180,000	\$189,000	7.50%	\$14,000	2
		Replacement of classroom unit ventilators (45 rooms)	\$2,250,000	\$2,250,000	\$2,362,500	7.50%	\$177,000	
5537C	1730-065-25-1000	Dorothy Bullock ES- Various Rehab Proj- Q1	\$2,898,750	\$2,898,750	\$3,043,688		\$223,000	
5537D	1730-065-25-3000	Classroom Addition at Dorothy Bullock ES Q1						
		Construct addition - two flexible rooms for STEAM, Music and other programs	\$1,650,000	\$1,650,000	\$1,732,500	6.75%	\$117,000	3
5537D	1730-065-25-3000	Classroom Addition at Dorothy Bullock ES Q1	\$1,650,000	\$1,650,000	\$1,732,500		\$117,000	
55371	1730-065-25-2000	Dorothy Bullock ES PA System Upgrades Q2						
		Building-wide PA, clock and communication system upgrades- full replacement not needed. Includes additional speakers and main head unit restoration.	\$98,000	\$98,000	\$102,900	7.50%	\$8,000	2
55371	1730-065-25-2000	Dorothy Bullock ES PA System Upgrades Q2	\$98,000	\$98,000	\$102,900		\$8,000	

Fraytak Veisz H	CONTRACT ATTACHMENT 'A'- Referendum Project List and Architects Fee Schedule									
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DORO	OTHY BULLOCK ES	PROJECT TOTALS		\$4,646,750	\$4,879,088		\$348,000			

Fraytak Veisz	VHD arrières planners Hopkins Duthic, P.C.	CONTRACT ATTACHMENT 'A'- Ref	ferendum Project List	and Architects Fee S	<u>chedule</u>			
Client:	Glassboro School District							
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FVHD#:	5537							
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			JH RODGERS SCHOO	DL				
5537E	1730-080-25-3000	J Harvey Rodgers ES- Various Rehab Proj Q1						
		Roof Replacement- High priority- Refer to roof map- Areas 4,5,6. Single ply EPDM roof .090 thickness with 30 year warranty. Roof will be ready to receive future solar installation.	\$836,000	\$836,000	\$877,800	6.50%	\$57,000	5
		Security and Communications Systems- Install new check-in window for visitor screening. Create man trap vestibule.	\$130,000	\$130,000	\$136,500	7.50%	\$10,000	2
		Underground/underslab pipe replacement due to deterioration (storm and boilers)- existing older underground lines have deteriorated over time.	\$200,000	\$200,000	\$210,000	7.50%	\$16,000	3
5537E	1730-080-25-3000	J Harvey Rodgers ES- Various Rehab Proj Q1	\$1,166,000	\$1,166,000	\$1,224,300		\$83,000	
5537J	1730-080-25-1000	J Harvey Rodgers ES- Site Improvements Q2						
		Construct new front driveway for pick-up/drop-off along Dickinson Road. Provide additional head-in parking spaces. New flagpole, lighting and signage. Preserve existing tree.	\$670,000	\$670,000	\$703,500	7.50%	\$53,000	3
5537J	1730-080-25-1000	J Harvey Rodgers ES- Site Improvements Q2	\$670,000	\$670,000	\$703,500		\$53,000	

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5537K	1730-080-25-2000	J. Harvey Rodgers ES- PA System Repl Q2							
		Security and Communications Systems- Provide new PA systems in gym and cafeteria. New system will increase audibility for important messages and alerts.	\$115,000	\$115,000	\$120,750	7.50%	\$9,000	2	
5537K	1730-080-25-2000	J. Harvey Rodgers ES- PA System Repl Q2	\$115,000	\$115,000	\$120,750		\$9,000		
5537Q	1730-080-25-4000	J. Harvey Rodgers ES- PK Addition Q2							
		Nine PK classroom addition- approximately 12,000 SF	\$6,250,000	\$6,250,000	\$6,562,500	6.75%	\$443,000	2,3	
5537Q	1730-080-25-4000	J. Harvey Rodgers ES- PK Addition Q2	\$6,250,000	\$6,250,000	\$6,562,500		\$443,000		
JH RO	ODGERS SCHOOL	PROJECT TOTALS		\$8,201,000 \$8,611,050 \$588			\$588,000		

FV Fraytak Veisz H	HD architects planners	CONTRACT ATTACHMENT 'A'- Ref	ferendum Project List	and Architects Fee So	<u>chedule</u>			
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	BEACH ADMINISTRATION BUILDING							
5537G	1730-X01-25-1000	Roof Replacement at Beach Administration Building Q1						
		Roof Replacement090 EPDM single ply with 30 year warranty.	\$247,000	\$247,000	\$259,350	6.50%	\$17,000	5
5537G	1730-X01-25-1000	Roof Replacement at Beach Administration Building Q1	\$247,000	\$247,000	\$259,350		\$17,000	
	ADMINISTRATION BUILDING	PROJECT TOTALS		\$247,000	\$259,350		\$17,000	
		TRANSPORTATIO	ON AND OPERATIONS	BUILDING				
5537N	1730-X02-25-1000	Door Replacement at Transportation / Operations Building Q2						
		Exterior door replacement including frames. New FRP/Alum doors/frames and hardware. Security glazing. Allowance for access controls.	\$67,000	\$67,000	\$70,350	7.50%	\$5,000	
5537N	1730-X02-25-1000	Door Replacement at Transportation / Operations Building Q2	\$67,000	\$67,000	\$70,350		\$5,000	
	PORTATION AND ATIONS BUILDING	PROJECT TOTALS		\$67,000	\$70,350		\$5,000	

Fraytak Veisz	/HD architects planners Hopkins Duthe, P.C.	CONTRACT ATTACHMENT 'A'- Ref	ferendum Project List	and Architects Fee S	<u>chedule</u>			
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		TOTALS- All Schools/Projects	\$19,098,094	\$19,098,094	\$20,052,998		\$1,414,000	
Less Pre-Ref Services				e-Ref Services Fee Cr	edit (per 10/18/23	proposal)	-\$25,000	
				OTAL FIXED FEE- A	II Projects	\$1,389,000		
NOTES								
1		ic services shown above are fixed and is a percentage lus 50% of contingency as shown on the NJDOE Projec						
2	1	re not include in the Basic Services Fee above. These i ervices, if required, are available as an additional serv		· · · · · · · · · · · · · · · · · · ·				
3	Civil engineering beyond basic services: Agency submissions/preparation, survey, geo-technical, hydrology, utility locator, traffic studies, environmental and similar services, as required- to be invoiced as additional service or reimbursable expense upon owner authorization.							
4	Asbestos or hazardous materia	als consulting are excluded from this proposal.						
5	Roof studies and core cuts (Billable as a reimbursable expense upon authorization by client).							
6	Soft costs include allowances f	for the fees associated with 2, 3, 4 and 5 above. These	e fees will be expended only	upon client authorization.				
7	Additional services and reimb	ursable services are invoiced at cost + 10%.						

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirds day of December in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

GLASSBORO BOARD OF EDUCATION 560 Joseph L. Bowe Memorial Boulevard Glassboro, Gloucester County, New Jersey 08028-1938

and the Architect: (Name, legal status, address and other information)

FRAYTAK VEISZ HOPKINS DUTHIE, P.C. 1515 Lower Ferry Road Trenton, Mercer County, New Jersey 08618

for the following Project: (Name, location and detailed description)

FVHD #5539 Architect of Record - 2025-26 School Year

The Owner and Architect agree as follows.

FVHD shall serve as Architect of Record for the 2025-26 School Year for the Glassboro **Board of Education.** FVHD will provide services on an hourly basis or on a per project fixed-fee basis to be agreed upon at the time of service.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

User Notes:

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

> \$1,000,000 each occurrence/\$2,000,000 general aggregate \$2,000,000 excess liability

.2 Automobile Liability

\$1,000,000 each accident

Workers' Compensation

E.L. Each Accident \$1,000,000

E.L. Disease Each Employee \$1,000,000

E.L. Disease Policy Limit \$1,000,000

Sexual Harassment \$1,000,000

Professional Liability

\$1,000,000 per claim/\$2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

- § 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.
- § 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.
- § 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

- § 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.
- § 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.
- § 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

- § 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104TM_2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

- § 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.
- § 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
- § 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

- § 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
- § 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

- § 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.
- § 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

- § 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. (Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)
- § 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.
- § 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.
- § 4.2.2 The Architect has included in Basic Services (to be determined) () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.
- § 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.
- § 4.2.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.
- § 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.
- § 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- § 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

COST OF THE WORK ARTICLE 6

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

- § 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[X]	Arbitration pursuant to Section 8.3 of this Agreement
[]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
- Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: .2
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 **COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

Compensation shall be on an hourly basis in accordance with the attached Billing Rate Schedule Exhibit "B" or for a mutually acceptable Lump Sum Fee to be negotiated at the time of the authorization of a project.

- § 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
- § 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly Rate basis in accordance with Exhibit "B" unless set forth in a fee proposal letter and/or Contract Amendment accepted by the Owner.

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-quarter (1.25), or as follows:
- § 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

	Schematic Design Phase	Fifteen	percent (15	%)
	Design Development Phase	Twenty	percent (20	%)
	Construction Documents	Forty	percent (40	%)
	Phase				
	Bidding	Five	percent (5	%)
	Construction Phase	Twenty	percent (20	%)
(Row o	deleted)				
	Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

The Hourly Billing Rates are attached as Exhibit "B".

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- Other similar Project-related expenditures. .11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and two tenths (1.2) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. (Insert rate of monthly or annual interest agreed upon.)

per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

- Change orders shall be prepared by the Architect. If the change order increases the Construction Cost, Architect shall receive his fee thereon as provided herein. No reduction in Architect's fee shall be allowed for minus change orders.
- 12.2 Prior to preparation of Recommended Awards by Architect, Owner shall pay Architect for all fees due through Construction Documents Phase as well as all reproduction costs billed to Owner by Architect.
- 12.3 Architect shall receive a fee for any design alternate bid requested or approved by Owner whether or not alternate bid is awarded. If awarded, the fee shall be the agreed-upon fee of the price of the lowest bonafide bidder. If not awarded, the Architect shall be paid 80% of the agreed-upon fee of the price of the lowest bonafide bidder. This percentage (80%) constitutes the fee through the Bidding Phase; the remaining 20% of the fee which relates to the Construction Administration Phase will not be payable for non-awarded (rejected) design alternate bids.
- 12.4 ELECTRONIC MEDIA TRANSFER: Use of electronic media transfer (CADD Drawings, letters, memos, etc.) via E-Mail shall be non-binding and shall only be used when agreed to by both parties. The parties shall submit all pertinent data in hard copy (via facsimile, first-class mail and/or certified mail).

SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 13.2 This Agreement is comprised of the following documents identified below:
 - AIA Document B104TM–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
 - AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as .2 indicated below:

(Insert the date of the E203–2013 incorporated into this agreement.)

Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Attachment "A"

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

GLASSBORO BOARD OF EDUCATION	FRAYTAK VEISZ HOPKINS DUTHIE, P.C.		
OWNED (Singularia)	APOUNTE OF THE		
OWNER (Signature)	ARCHITECT (Signature)		
	George R. Duthie, AIA, Vice President		
(Printed name and title)	(Printed name, title, and license number, if required)		

ATTACHMENT "A"

Page 1 of 2

During the performance of this Contract the Contracted Party agrees to the following as required by the Owner's Grant Agreement:

Exhibit B - ver. September 2023

Grant Agreement §3.3.1.1

The District shall insert in all Contracts with all Contracted Parties, and shall cause all Contractors and Consultants to insert into all their Contracts with all Subconsultants and Subcontractors, a clause stating that the Contracted Party, its Subconsultants or Subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 19:38A-4.1 et seq.

N.J.A.C. 19:38A-4.1 [Items (a) though (d)]:

Grounds for revocation of prequalification or denial of a renewal application

(a) The Authority has the burden of proof in revoking a current, valid prequalification, and in denying a timely, complete application to renew a current, valid prequalification.

...

- (d) If a firm, key person, or person required to be listed in the application has been convicted of a crime which may be grounds for denial of a renewal application or revocation of prequalification, the Authority may consider any of the following actions taken or proposed by the firm in determining whether to deny renewal of, or revoke, prequalification:
- 1. Changes in the firm's organizational structure to reduce the opportunity and motivation of individual employees to engage in illegal activity, including procedures for informing employees of the requirements of relevant state and Federal law;
- 2. Changes in the firm's long and short term planning to ensure that the firm implements procedures and policies to prevent future violations of the law;
- 3. Changes in the firm's legal, accounting, or other internal or external control and monitoring procedures to discourage or prevent future violations of state or Federal law;
- 4. Changes in the firm's ownership, control, personnel, and personnel selection practices and the implementation of a reward or disincentive system in order to encourage employees to comply with relevant state and Federal law;
- 5. Agreement by the firm to permit monitoring by or on behalf of the Authority for a specific length of time of any changes in the firm's policy, procedure, or structure to insure the continued responsibility and integrity of the firm, the cost of such monitoring to be borne by the firm; or
- 6. Any other actions taken by the firm which demonstrate the firm's current responsibility and integrity.

Exhibit B - ver. September 2023

Grant Agreement §3.5

All Contracts shall contain provisions that the Contracted Party shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6:4-1.6. The District and its Contracted Parties shall, in addition, agree by contract and guarantee to afford equal opportunity in performance of the Grant Agreement in accordance with an affirmative action program approved by the State Treasurer.

Grant Agreement §3.5.1

During the term, all Contracts shall contain the following provisions:

The District and its Contracted Parties shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The District and its Contracted Parties shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The District and its Contracted Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Grant Agreement §3.5.2

The District and its Contracted Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the District and its Contracted Parties state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

Grant Agreement §3.7

The District shall include a provision in each contract awarded by the District in connection with the School Facilities Project which states that the contracts are assignable to the Development Authority.

Grant Agreement §5.3.2.4

The District shall include in all Contracts a provision requiring Contracted Parties to permit the Development Authority, the Authority and the Unit of Fiscal Integrity and their agents to investigate, audit, examine and inspect in such manner and at such times as the Development Authority and the Unit of Fiscal Integrity deem necessary.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



www.fvhdpc.com William D. Hopkins III, AIA, LEED AP George R. Duthie, AIA, PP Jason J. Dubowitch, AIA, NCARB Stephen W. Schreyer, Jr., AIA, NCARB, fax: 609.883.2694 LEED AP BD+C

Corporate Office: 1515 Lower Ferry Road Trenton, New Jersey 08618 tel: 609.883.7101

Pennsylvania: 140 Whitaker Avenue, Suite 300 Mont Clare, Pennsylvania 19453 tel: 610.933.6289

fax: 610.933.6294

EXHIBIT "B"

HOURLY BILLING RATES

Principal	\$	160.00
Associate	7	145.00
Project Architect		125.00
Site Planner		125.00
Specification Writer		115.00
Roofing Specialist		115.00
Interior Designer		110.00
Senior Drafters		110.00
Construction Observer		105.00
Junior Drafters		90.00
Support Personnel / Word Processing, etc		75.00

Additional Services for Consultants - 1.25 times the amount billed to Architect for such services.

REPRODUCTION EXPENSE - UNIT COSTS Photo Copies @ \$.20 per page

Blue and Blackline Prints

24 x 33	\$ 1.45 per sheet
30 x 42	2.15 '" "
34 x 44	2.60 " "
$4 \times 47\frac{1}{2}$	2.80 " "



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

FRAYTAK VEISZ HOPKINS DUTHIE, P.C.

Trade Name:

Address:

1515 LOWER FERRY RD

EWING, NJ 08618

Certificate Number:

0104427

Effective Date:

October 16, 2001

Date of Issuance:

October 07, 2010

For Office Use Only:

20101007100706645

EXHIBIT "D"

Certification 5318 CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2025 to15-AUG-2032

FRAYTAK VEISZ HOPKINS DUTHIE, P 1515 LOWER FERRY ROAD

TRENTON NJ 08628

ELIZABETH MAHER MUOIO

State Treasurer