

# 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

April 11, 2012

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

**Proposal No. P2012044**

Interior Fire Doors Replacements - UHS  
2350 North 3rd Street  
Union, NJ

Dear Mr. Wiggins,

It was a pleasure meeting with you to discuss the proposed Interior Fire Doors Replacements for Union HS 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" 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 Project Program Description and Estimated Fee Schedule have been incorporated into this agreement, two copies of which are enclosed for your review. If this contract agreement meets with your approval, please sign both copies and return one copy for our records.

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

Sincerely,

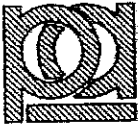
Thomas R. Potter for Potter Architects

Signature \_\_\_\_\_

Name (Print) Mr. Thomas Wiggins

Title (Print) Maint. and Oper.

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



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## Project Program Description

Interior Fire Doors Replacements - UHS  
2350 North 3rd Street  
Union, NJ

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### I. SCOPE OF WORK AND BUDGET:

It is our understanding that the Union Township Board of Education intends to replace interior fire door openings and hardware at Union High School. This specifically includes and is limited to fire exits, stairwells, Cafeteria, Gymnasium, and Auditorium doors. The existing footprint of the area will be maintained; any other associated work, such as floor, wall, and ceiling finishes, is not included in this bid, except for finishes in direct contact with the door openings.

This project will be bid out in two separate packages. The first package will be a P.O. and will serve as a prototype installation. The second package will be bid out as a Lump Sum /Combined Bid for all of the Work required. Budget range will be +/- \$300,000 to \$350,000 including a 5% contingency. Alternates will be created to accommodate the ultimate defined budget, as directed. Based on the needs of the district, final determination of the scope to be established within the above budget range.

Our work will include examination and replacement/renovation of the following items:

- a. Door openings as described above.
- b. ADA Accessibility.
- c. Hardware.
- d. Frames re-use if possible.
- e. Infill of old transom and side-light windows with fire-rated panels and/or fire rated glass.
- f. Repair to adjacent finishes.

### II. PROFESSIONAL SERVICES:

Our firm will provide architectural services as follows:

- 1) Conduct meetings with Owner to provide full understanding of scope prior to preparation of bid documents. Measure building components and conduct necessary meetings with end users, authorities having jurisdiction, maintenance personnel, etc.
- 2) Prepare as-built drawings of the existing door openings suitable for preparation of bid documents.
- 3) Prepare plans and specifications as required to obtain preliminary approval. Obtain NJ Department of Ed approval.
- 4) Prepare plans and specifications as required for bidding, permits, and construction. Plans and specifications will be prepared in accordance with applicable local, state, and federal requirements. These will incorporate the AIA A-201 General Conditions of the Contract.
- 5) Assist Owner in bidding, contractor selection and assist in obtaining all necessary bonds, start-up documentation, etc. We will provide a complete bid package and specifications, including forms for Owner/Contractor contract, etc.

continued...

Mr. Thomas Wiggins  
Project Program Description  
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- 6) Provide construction observation as necessitated by progress of the work. Interact with contractor and act as Owner's liaison for all Owner/Contractor communications.
- 7) Review and process contractor's product submittals.
- 8) Review and process contractor's requests for payment.
- 9) Review and process any necessary change orders for owners' credits / additional work / unforeseen conditions encountered during construction.
- 10) Issue Certificate of Substantial Completion and prepare project Punch List.
- 11) Verify completion of Punch List (Final Completion) and assist Owner in obtaining all necessary bonds, guarantees and close-out documentation.
- 12) Authorize final payment to Contractor.

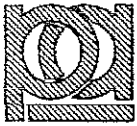
### III. ADDITIONAL INFORMATION

Our project contact will be Mr. Thomas Wiggins, Supervisor Bldgs. & Grounds.

The target date for Substantial Completion of the construction of this work is not determined at this time.

Bidding of this project is contingent upon inclusion of the project in the Board's approved LRFP.

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.



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## Estimated Fee Schedule

Interior Fire Doors Replacements - UHS  
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**Schematic Design** 10.00% **\$2,880.00**

Coordination of Owner supplied data; Development of project program; Project development scheduling; Design program analysis.

**Preliminary / Design Development** 20.00% **\$5,760.00**

Document existing building conditions; Development of existing plans and elevations; Schematic floor plans of preliminary designs; Schematic elevations of preliminary designs; Construction assemblies and building materials research; Building code research, review & interpretations; Filing with New Jersey Department of Education.

**Construction Documents** 35.00% **\$10,080.00**

Building floor plans, elevations & sections; Construction details & notes; Door and Hardware schedules; Project Manual - Bid documents & Specifications; Signed & Sealed documents for permit filing.

**Bidding or Negotiations** 5.00% **\$1,440.00**

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

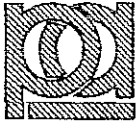
**Construction Administration** 30.00% **\$8,640.00**

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; Review of final close-out documents.

**Estimated Professional Services Total** 100.00% **\$28,800.00**

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

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



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## Hourly Compensation Rates

Interior Fire Doors Replacements - UHS  
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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

## Interior Fire Doors Replacements - UHS 2350 North 3rd Street Union, NJ

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April 11, 2012

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 90 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. This proposal is valid for 60 days from the date of the Proposal. 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.

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

Model or professional rendering of proposed project design.

Detailed construction cost estimate of proposed project design.

Site/Civil engineering and/or landscape design/consultations.

Soil/Hydrogeological engineering, tests, reports, etc.

Surveying services; Structural engineering and/or consultations.

Schematic floor plan designs beyond basic services allowance of two (2) schemes; Changes to design that are requested by the Owner after completion of Design Development phase.

On-site representation beyond basic services allowance of (10) site visits.

Printing beyond allowance of (8) sets of plans and project manuals.

Photocopies beyond allowance of (1000) copies.

Travel expenses beyond allowance of (150) miles.

Postage/delivery expenses beyond allowance of (\$150)

Review fees, permit fees, etc.; Testing services; hazmat abatement.

Legal review of bid documents and legal, accounting, and insurance counselling services.

Construction management; Preparation of as-built drawings (post-construction); Coordination of separate contractors.

Leeds Certification / Accreditation; M/E/P Building Modeling / Commissioning.

Mechanical, Electrical, Plumbing, Fire Protection, Information Technology, or Structural Engineering services or drawings.

### GENERAL CONDITIONS OF SERVICES:

EXECUTION OF CONTRACT - The individuals executing this Contract, if acting on behalf of partnership, corporation, funding agency or public entity represent that they have the authority to do so, and to bind the entity to this Agreement.

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

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

BILLINGS / PAYMENTS - Please note that payment is due upon completion of each phase of the work. Final Construction Drawings will not be released until final payment is made. Failure to meet this payment schedule 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 will be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within 15 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. 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. PA reserves the right to stop work until invoices that are more than 15 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of PA.

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.

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

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

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

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

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

**CERTIFICATIONS** - Client agrees NOT to require that PA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) PA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) PA believes that the Services performed or Work tested and/or observed meets the criteria of the certification; and 3) PA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement and has included certification(s) in the Scope of Services. Any certification by PA is limited to an expression of professional opinion based upon the Services performed by PA, and does not constitute a warranty or guaranty, either expressed or implied.

**RISK ALLOCATION** - Client agrees that with consideration to PA's fee, 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. Higher levels of risk allocation and limitation of liability are available with an adjustment to 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 non-binding 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, 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.

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. The Architect, however, at the Owners request, shall assist the Owner in filing plans with the Owner's AHERA Consultant, prior to bidding, so that the Owner's AHERA Consultant can review the plans for possible conflicts with areas of identified hazardous materials and make recommendations for abatement of same. This may result in the need for abatement projects which will be handled under the normal arrangements between the Owner and the AHERA Consultant.

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.