

27 October 2017
VIA FACSIMILE

Gregory Brennan
Union Township Board of Education
2369 Morris Avenue
Union, New Jersey 07083

Re: Professional Services for Union Township Board of Education
Traffic Engineering Study at Connecticut Farms School

Principals

*Marc R. Parette, AIA, PP
Gregory J. Somjen, AIA

Partners

*John Carton, AIA
Stephen D. Quick, AIA

Associates

*William Bannister, AIA
Melissa Insinga, NCIDQ
Edward Neighbour, AIA
*Erin Vasold, AIA

*LEED AP

Mr. Brennan:

Parette Somjen Architects L.L.C. appreciates the opportunity to work closely with the Union Township Board of Education (the "Board") to provide the following professional services for the above referenced project ("Project"). Parette Somjen Architects L.L.C. ("PSA") has prepared the following project specific information based on our current understanding of this project and discussions with you.

1. PROJECT SCOPE

We understand that the primary concern is that the municipally owned parking lot across the street from the Connecticut Farms School is currently used by teachers for parking; however, it will be taken off-line when the State repairs the bridge over Stuyvesant Avenue on Route 22. In addition to that concern, there are other concerns regarding long-term solutions for improving pick-up/drop-off and a long-term solution for parking if the school does not get the Township lot back for teacher parking.

2. PROFESSIONAL SERVICES

2.1. INFORMATION GATHERING & REPORT PREPARATION

- a. Detailed field visits will be made during school pick-up and drop-off hours in order to observe activity associated with teacher parking and parents/buses dropping off at the school.
- b. The team will obtain and review the State's plans for repairs to the bridge on Route 22 over Stuyvesant Avenue and report back to the BOE regarding those plans.
- c. The team will review existing parking practices in and around the Connecticut Farms School and prepare recommendations for a short term solution for teacher parking during the bridge repair.
- d. After reviewing existing drop-off/pick-up procedures at the Connecticut Farms School, the Team will propose recommendations for improving those conditions (in the long term).
- e. The team will evaluate long-term solutions for teacher parking in the event that the BOE doesn't get the Township lot back for teacher parking.

This proposal is limited to a study and report of findings. Once completed, the report and recommendations could be a basis on which designs can be created and solutions implemented. A separate proposal will be provided for such additional services.

3. COMPENSATION

The professional fees for services outlined herein are based on a flat fee of \$14,750 Dollars. These fees exclude reimbursable expenses (i.e. printing, deliveries, etc.), which will be billed separately.

4. GENERAL CONDITIONS

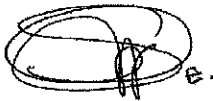
Parette Somjen Architects L.L.C. Attachment A: General Conditions are enclosed herein and are incorporated into this Agreement as if written in full herein.

Any purchase order issued to Parette Somjen Architects L.L.C. by the Board is done so for the sole purpose of tracking payment. Any terms or conditions outlined in such purchase order(s) shall not be binding upon PSA or its contractual arrangement with the Board. This agreement and the terms contained herein exclusively govern the terms by which the parties are contractually bound.

Any services requested and / or performed beyond those outlined herein shall be considered an Additional Service and billed accordingly.

Please accept this as a formal proposal and agreement and, if acceptable, please sign and return one copy to Parette Somjen Architects L.L.C. We thank you for the opportunity to be of service and we look forward to a mutually rewarding relationship. Should you have any questions now or at any time, please feel free to contact the undersigned.

Regards,
Parette Somjen Architects, LLC



By: Gregory J. Somjen, AIA | Member

APPROVED
Union Township Board of Education

By: _____
Gregory Brennan, School Business Administrator

ATTACHMENT A - GENERAL CONDITIONS FOR CLIENT / ARCHITECT AGREEMENT

1. Initial Information: This Agreement is based on the information provided in the Architects proposal attached hereto which identifies the project scope, professional services to be provided and professional fees.
2. Architect Responsibilities: The Architect shall provide Basic Services as set forth in the Architect's proposal attached hereto.

The standard of care for all professional services performed or furnished under this Agreement by the Architect and its sub-consultants, if any, will be the care and skill commonly used by members of the profession practicing under similar circumstances at the same time and in the same locality. Neither the Architect nor its sub-consultants, if any, make any representations, warranties, or guarantees, express or implied, in connection with the services forming the subject matter of this Agreement.

The Architect shall review laws, regulations, codes and standards in effect as of the date of the project that are applicable to the Architect's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project. Should laws, codes and standards change during the project requiring the Architect to make changes, such changes will be provided as an additional service. The Architect and anyone providing the Services on behalf of the Architect shall, without limitation of the aforementioned, 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.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990.

3. Board Responsibilities: The Board shall compensate the Architect in accordance with the Compensation provisions of this Agreement.

The Board will, from time to time, be required to provide information and documentation. Such information and documentation shall be provided in a timely manner. In addition that the Architect will be allowed to rely on the accuracy of information being provided.

4. Copyrights and Licenses: The Drawings, Specifications, field data, notes and other documents ("Documents") generated and prepared by the Architect (and its sub-consultants, if any) for this Project, including those in electronic format are Instruments of Service for use solely with respect to this Project. The Architect (and its sub-consultants, if any) shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including rights under applicable copyright laws. The Board shall be permitted to retain paper copies, including reproducible copies, of the Drawings, Specifications and other documents for information and reference in connection with the Board's use and occupancy of the Project.

Should the Board or Architect terminate this Agreement the Board shall be entitled to copies of work product to the extent that the work product and all balances due and owing to the Architect for work product completed have been fully paid to the Architect. The Board agrees to indemnify and hold the Architect harmless for any claim or liability resulting from changes by others to the work product after it is provided to the Board.

5. Claims and Disputes: 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 the cost of which shall be shared equally, unless the parties agree in writing to proceed directly to binding dispute resolution. The parties will agree on the method for conducting the mediation, including the selection of mediators and the process therewith. If the parties do not resolve a dispute through mediation pursuant

to this Section, the method of binding dispute resolution shall be subject to and determined by a court of competent jurisdiction in the State of New Jersey.

In the event that the Owner concludes it has a claim against the Architect arising out of a services provided and / or this agreement, the Owner shall place the Architect on notice of the claim in writing within fourteen (14) days of becoming aware of alleged claim by presenting a narrative description of the claim, as well as, setting forth reasonably calculated summary of the monetary damages the Board contends it has or will suffer (which is not binding in any legal proceeding), and the Owner may not withhold any fees from the Consultant if within 60 days of receipt the aforesaid notice, the Architect provides the Board with written confirmation from its professional liability carrier that: 1) there is coverage for the claim as described in the aforesaid notice, and 2) that available remaining limits in the policy exceed the amount of the claim. Nothing contained herein shall preclude the Board from supplementing and / or amending the aforesaid notice as needed. Likewise, the Consultant has a continuing obligation to advise the Owner of any changes in the coverage available for the claim at issue, if any.

6. Termination and Suspension: On seven (7) calendar day's written notice, the Board may suspend or terminate this Agreement, with or without cause, for any and all reasons and without penalty or prejudice. In the event of such termination, the Architect shall be paid any undisputed charges for work performed prior to the effective date of termination in accordance with the payment terms of this Agreement.

If the Board 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 terminate or suspend services, the Architect shall give seven (7) days' written notice to the Board before terminating or suspending services. The Architect shall have no liability to the Board for delay or damage caused the Board because of such termination or suspension of services.

7. Conflict of Interest: The Architect represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing the Services on behalf of the Architect are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.
8. Inconsistency: In the event any provision of this Agreement conflicts in whole or in part with the Proposal regarding the services to be provided, the Architect shall provide the Services that require the greater level of service. For all other conflicting provisions not involving the provisions of Services, e.g., indemnification, dispute resolution, payments, etc., then the provisions of this Agreement shall control.
9. Entire Agreement: This Agreement (i.e. base proposal and these general conditions) represents the entire Agreement between the parties on this project and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations or understandings, oral, written or otherwise having to do with the projects of this agreement. It is understood that there may be separate agreements for other projects that remain valid. Any modifications to this Agreement must be set forth in writing and signed by an authorized representative of both parties.
10. Independent Contractor: The parties agree that the Architect and anyone providing the Services on behalf of the Architect is an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Architect and anyone providing the Services on behalf of the Architect shall at all times remain in an independent contractor relationship with the Board. The Board assumes no responsibility for the payment of compensation, wages, benefits or taxes of any employees of the Architect.

11. Assignment: The rights of the parties under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Agreement whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement, which shall not be unreasonably withheld.
12. Business Registration: Pursuant to N.J.S.A. 52:32-44, the Architect shall remit a copy of its Business Registration Certificate to the Board no later than the execution of this Agreement. The Architect shall provide written notice to anyone providing the Services on behalf of the Architect of the responsibility to submit proof of Business Registration to the Architect, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services.
13. Pay-to-Play: The Architect shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and shall submit the required Disclosure forms to the Board prior to the award of this Agreement.
14. Default: The Architect may not maintain any action or effect any remedies for default against the Board unless and until the Board has failed to cure the breach within fifteen (15) business days of written notice of such breach; or if the nature of the cure is such that it reasonably requires more than fifteen (15) business days, if the Board commences the cure within the fifteen (15) business day period and thereafter continuously and diligently pursues by all reasonable means the cure to completion.
15. The Architect shall comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27.
16. N.J.A.C. 13:6-1.3 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS.

Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, the Architect agrees as follows:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the , under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the Board, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Board of any prior violation of this section of the contract.

17. Insurance: The Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:
- a. Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00);
 - b. Workers Compensation Insurance coverage in the statutory amount.
 - c. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and
 - d. Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim

No later than the execution of this Agreement, and upon the Board's request from time to time, the Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above in (a) (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Provider shall also provide, upon the Board's reasonable request, full and complete copies of the insurance policies required by (a) (b) and (c) above. The coverage set forth above in (a) above shall name the Board of Education as an additional insured.

18. Miscellaneous Provisions: Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, or by facsimile, with transmission confirmation, addressed to each party as follows:

As to the Architect:

Parette Somjen Architects, LLC
439 Route 46 East
Rockaway, New Jersey 07866

Phone: 973-586-2400
Fax: 973-586-2401
Attention: Gregory Somjen, AIA

As to the Board:

Union Township Board of Education
2369 Morris Avenue
Union, New Jersey 07083

Phone: 908-851-6411
Facsimile:
Attention: Gregory Brennan, Business Administrator

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.

In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.

If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.

In the event that any of the Projects under this Agreement are eligible to be funded in part by grants from the NJSDA or other source, Architect agrees to revise this Agreement so that same complies with the terms of the applicable grant agreement. Architect further agrees to provide Services consistent with said grant agreement.

The Architect shall have the right to include photographic or artistic representations of the Projects among the Architect's promotional and professional materials without further consent. The Architect shall be given reasonable access to the completed Project to make such representations. The Board shall provide professional credit for the Architect in the Board's materials for the Project.