

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated June 22, 2026, is made between the Harrison Township Board of Education whose address is 120 N. Main Street, Mullica Hill, NJ 08062, referred to as "Board", and **Gorman, D'Anella, and Morlok**, whose address is 1701 Atlantic Avenue, Suite 700, Atlantic City, NJ 08401, referred to as "Gorman, D'Anella, and Morlok".

1. **LEGAL SERVICES TO BE PROVIDED.** It is agreed that Gorman, D'Anella, and Morlok will represent the Board as Special Counsel with Brett E.J. Gorman, Esquire being designated as the responsible attorney. The legal work includes all necessary Court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone, attendance at meetings (when requested by the Board) and related work.

2. **LEGAL FEES.** Gorman, D'Anella, and Morlok will submit invoices and vouchers for legal services rendered on behalf of the Board as follows:

- A. Legal Hourly Rate. The Board agrees to pay Gorman, D'Anella, and Morlok for legal services at the rate of \$185.00 per hour for all school law advice, \$250.00 per hour for legal advice regarding real estate matters, and \$75.00 per hour for all Law Clerks.
- B. Consultation Services Hourly Rate. The Board agrees to pay Gorman, D'Anella, and Morlok for consultative services at the rate of \$150.00 per hour for all consultation IEP, Superintendent, or Business Office Consultation Services. It is understood that these services are not legal and are only consultative in nature.
- C. Investigatory Services Hourly Rate. The Board agrees to pay Gorman, D'Anella, and Morlok for Investigatory Services at the rate of \$200.00 per hour for all Investigatory Services. It is understood that these services are not legal and are only investigative in nature.
- D. All Services Will be Billed. The Board will be billed at the hourly rates set forth in paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing letters, attendance at meetings, Court appearances, legal research, negotiations and any other service relating to Board matters.

3. **COSTS AND EXPENSES.** In addition to legal fees, the Board agrees to pay service fees, investigator fees, deposition costs, messenger services, photocopying charges, telephone toll costs, postage and any other necessary expenses.

4. **BILLS.** Gorman, D'Anella, and Morlok will send the Board itemized bills on a monthly basis. Bills for costs and legal services are due upon receipt.

5. **NO GUARANTEE.** Gorman, D'Anella, and Morlok agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the Board. However, because of the uncertainty of legal proceedings, the interpretation *and* changes in the

law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

6. RECORDS AND PAPERS. All papers, documents, memoranda, plans, specifications and reports, and all other materials relating to the administration of legal services, shall be and remain the property of the Board. The Solicitor shall upon his termination and upon receipt of a written request from the Board, surrender to his successor all Board property together with a written consent to use all such materials in the best interest of the Board. Provided, however, that the Board will pay the reproduction costs of all material so requested at the rate of \$.25 per page.

7. TERMINATION. This Contract shall terminate on June 30, 2027 unless earlier terminated by the Board. If not terminated, this contract shall continue until a successor is approved by the Board.

8. SIGNATURES. The Board and Gorman, D'Anella, and Morlok have read and agree to this Agreement. Gorman, D'Anella, and Morlok has answered all of the Board's questions and fully explained this Agreement to the Board's complete satisfaction. The Board has been given a copy of this Agreement.

**HARRISON TOWNSHIP
BOARD OF EDUCATION**

Shannon Williams, President

ATTEST:

Christopher DeSanto
Board Secretary

**GORMAN, D'ANELLA, AND
MORLOK, LLC**



Brett E.J. Gorman, Esquire



ADM# 2

State of New Jersey

DEPARTMENT OF EDUCATION
GLOUCESTER COUNTY OFFICE OF EDUCATION
115 BUDD BOULEVARD
WEST DEPTFORD, NJ 08096
(856) 686-8370

DR. LILY LAUX
Commissioner

DAVID JOYE
Interim Executive County Superintendent

MIKIE SHERRILL
Governor

DR. DALE G. CALDWELL
Lt. Governor

June 15, 2026

Ms. Shannon Williams, President
Harrison Twp. Board of Education
120 North Main Street
Harrison Township, New Jersey 08062

Dear Ms. Williams:

I have reviewed the July 1, 2026 through June 30, 2027 employment contract for **Christopher DeSanto, School Business Administrator, as revised on May 20, 2026**, in accordance with N.J.S.A. 18A:7-8 (j). Based upon my review, I have determined that the provisions of the contract subject to my review pursuant to N.J.A.C. 6A:23A-3.1 are in compliance with applicable laws and regulations.

Once the Board has approved this contract, please submit a **signed copy** to me for our files.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Joye".

David Joye
Interim Executive County Superintendent

C: Missy Peretti, Superintendent of Schools, Harrison Twp. School District
Christopher DeSanto, Business Administrator, Harrison Twp. School District

EMPLOYMENT CONTRACT
BETWEEN THE
HARRISON TOWNSHIP BOARD OF EDUCATION
AND CHRISTOPHER C. DESANTO
School Business Administrator/Board Secretary

THIS EMPLOYMENT CONTRACT is made and entered into this 18th day of May 2026 by and between the:

HARRISON TOWNSHIP BOARD OF EDUCATION, with offices located at 120 N. Main Street, Mullica Hill, NJ 08062 (hereinafter referenced to as the "Board"), and

Christopher C. DeSanto (thereinafter referred to as the "School Business Administrator").

Effective July 1, 2026 THIS EMPLOYMENT CONTRACT replaces and supersedes any prior Employment Contract between the parties hereto.

WITNESSETH:

WHEREAS, the Board desires to provide the School Business Administrator with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of the overall educational program; and,

WHEREAS, the Board and School Business Administrator believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, the Board and the School Business Administrator, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the School Business Administrator, hereby employs, and the School Business Administrator hereby accepts continued employment as Business Administrator/Board Secretary for a term commencing July 1, 2026 and expiring midnight on June 30, 2027.

2. SCHOOL BUSINESS ADMINISTRATOR RESPONSIBILITIES

To supervise, manage, and coordinate the business affairs of the district efficiently and effectively to ensure that educational support services help to achieve the educational goals of the district with the

available financial resources. (Performance responsibilities are outlined in the approved job description of said position.)

3. COMPENSATION

During the term of this Employment Contract the School Business Administrator shall not be reduced in compensation, including salary and benefits. In no event shall the School Business Administrator's leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided to any other employee in the District. The Board hereby employs the School Business Administrator at an annual salary of \$137,762.00. This annual salary will be paid in equal installments in accordance with the Board's regular payroll schedule and it will be prorated for any period of employment constituting less than one year.

A. Leaves

The Board shall provide the following leaves as part of the School Business Administrator's compensation:

1) Vacation

As of July 1 of each year, the School Business Administrator shall receive twenty (20) vacation days. If there is a break in service due to resignation, vacation is limited to 2 days for each month served. Twenty unused vacation days may be carried over to the following year. Ten of those days must be used no later than August 31 or those unused days shall be forfeited and the remaining ten days must be used in the subsequent school year or those unused days will be forfeited. At no time thereafter will available vacation days be greater than 30 days. The School Business Administrator shall be permitted to take vacation days at any time. The Board, through its Business Office, shall be responsible for maintaining written documentation of the School Business Administrator's earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the School Business Administrator shall be permitted to be paid during that time for any unused accumulated vacation time, at his option.

Unused vacation time will be bought back at retirement or separation at the per diem salary rate based on a 260-day work year in effect at the time of retirement or separation. Vacation time may not be accumulated in excess of the limit set in Section 3, A, 1 of the Employment Contract. Accumulated unused vacation days shall not be paid to the School Business Administrator's estate or beneficiaries in the event of death prior to retirement.

2) Holidays

The School Business Administrator shall be entitled to 17 holidays per year. The holiday calendar will be developed each school year.

3) Sick Leave

The annual sick leave allowance for the School Business Administrator shall be fourteen (14) days. The unused portion of such leave, at the end of each school year, shall be cumulative, with no maximum on the cumulative number of unused days. Two (2) family illness days are included in the fourteen (14) days listed above.

At the time of retirement and after a minimum of ten (10) years of service from the Harrison Township School District, payment for the sick leave days accrued at the Harrison Township School District at a rate of \$125 per day not to exceed \$15,000. To be eligible for the payment, the School Board Administrator must notify the Board no later than December 1 of the year preceding the effective date of retirement. Unused sick time at retirement will be paid out over a two-year period beginning the July 1 after the year of retirement. Accumulated unused sick leave shall not be paid to the School Business Administrator's estate or beneficiaries in the event of death prior to retirement.

4) Personal Leave

The School Business Administrator shall be granted three (3) days of absence annually for personal matters, which require absence during school hours. Prior approval of the Superintendent is needed. Unused personal days shall convert to accumulated sick leave at the end of each year.

5) Compassionate Leave

The School Business Administrator shall be entitled to the following non-cumulative paid leave of absence per year:

- a) A maximum of five (5) days within fifteen calendar days of death for each occurrence of death in the immediate family of the employee. Immediate family shall include: spouse, children (including step and foster), parents and spouse's parents and others who have assumed comparable roles.
- b) A maximum of three (3) days for each occurrence of death of a grandchild, grandparent or sibling. If the burial is delayed because of a weekend, days may be extended to include day of burial. Two additional days may be granted if this individual resides in the employee's household.
- c) A maximum of two (2) days upon request may be granted for the purpose of travel if the place of burial of the deceased is a considerable distance away.
- d) A maximum of one (1) day per year may be taken in the event of each death of a relative other than one in the immediate family. This day must be taken the day of the funeral or related service.

- e) In the event of death of a close friend, a one (1) day leave of absence with pay per year may be granted, upon the approval of the Superintendent.

6) Paternity Leave:

Two (2) days with pay shall be granted for the birth or adoption of a child.

B. MEDICAL INSURANCE

Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums. Also, with respect to employer contributions, for SHBP employers, the cost of coverage is the cost on medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription and dental) for the duration of this contract. The Board shall provide, as part of the School Business Administrator's compensation, the following medical insurance:

1) Major Medical/Hospitalization

The Board shall provide a hospitalization and medical insurance program with family coverage, if applicable. The School Business Administrator shall contribute toward the cost of health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1 (e). In no case shall the School Business Administrator pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17, P.L. 1979, C 391.

2) Dental Care

The Board shall provide a dental insurance program with family coverage, if applicable. The School Business Administrator shall contribute toward the cost of health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1 (e). In no case shall the School Business Administrator pay less than 1.5% of base salary in accordance with N.J.S.A. 18A: 16-17, P.L. 1979, c 391.

3) Prescription Plan

The Board shall provide a prescription insurance program with family coverage, if applicable. Co-pays will follow the School Health Insurance Fund (SHIF) that is selected. The School Business Administrator shall contribute toward the cost of health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1 (e). In no case shall the School Business Administrator pay less than 1.5% of base salary in accordance with N.J.S.A. 18A: 16-17, P.L. 1979, c 391.

If the School Business Administrator chooses not to be enrolled in all of the medical insurance coverage under Section B, the Board will compensate the School Business Administrator a stipend of \$4,000 annually.

4) Disability Insurance

Board will pay up to \$600 toward Disability Insurance per year. This benefit does not supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan [N.J.A.C. 6A:23A-3.1 (e) 7], or does not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees. [N.J.A.C. 6A:23A-3.1 (e) 5].

C. OTHER INSURANCE

1) Liability Insurance

The Board agrees that it shall defend, hold harmless and indemnify the School Business Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the School Business Administrator in his official capacity as agent and/or employee of the Board, provided the incident arose while the School Business Administrator was acting within the scope of his employment. In addition, the Board shall provide such other liability coverage as is within the authority of the Board to provide under State law. Except that in no case will individual Board members be considered personally liable for indemnifying the School Business Administrator against such demands, suits, claims, actions and legal proceedings.

D. JOB-RELATED EXPENSES

1) Expense Reimbursement

The Board shall reimburse the School Business Administrator for job-related expenses including, but not limited to, transportation expenses and sustenance according NJSA 18A:11-12 and N.J. Department of Treasury OMB Circulars and NJAC 6A:23A-3.1 (e)4. Reimbursement for mileage will be pursuant to N.J. Department of Treasury Travel regulation OMB Circular.

4. PROFESSIONAL DEVELOPMENT

The Board recognizes the value of professional development and encourages the continuing professional growth of the School Business Administrator through his participation in school district and governmental accounting developments, as he might decide in light of his responsibilities in the following:

- a. the operations, programs and other activities conducted or sponsored by local, State and national school administrators and school board associations;
- b. Annual Conferences including NJASBO (Spring) with prior approval by the Superintendent and Board of Education;
- c. seminars and courses offered by public or private educational institutions;
- d. informational meetings with other persons whose particular skills or backgrounds serve to improve the capacity of the School Business Administrator to perform his professional responsibilities for the Board; and e. other activities promoting the professional growth of the School Business Administrator.

In its encouragement, the Board shall permit a reasonable amount of release time for the School Business Administrator, as he deems appropriate, to attend such updates and conferences as they relate to school district and governmental accounting matters and shall pay all necessary travel (not to exceed \$500), registration and sustenance expenses for activities according to Board Policy, NJSA 18A:1 1-12, applicable OMB Circulars and NJAC 6A:23A-3.1(e)4, which may be approved by the Board. The Board shall pay all costs and fees associated with professional growth plans and any state mandated continuing education not to exceed \$1,500.

Graduate Course Work – The Board agrees to pay the equivalent to the cost of nine (9) graduate credits at Rowan University rate per school year for the course work to support the Business Administrator's professional development, with prior approval of the Board of Education.

5. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the School Business Administrator's annual/biannual membership fees and/or charges to the New Jersey Association of School Business Officials (NJASBO), and Gloucester County Association of School Business Officials (GCASBO) not to exceed \$2,500.

6. EVALUATION

The School Business Administrator is evaluated annually by the Superintendent of Schools.

7. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- a) mutual agreement of the parties;
- b) unilateral termination by the School Business Administrator upon ninety (90) days' written notice to the Board; or
- c) termination by the Board for inefficiency, incapacity, misbehavior, conduct unbecoming a School Business Administrator or other just cause, and only in the manner mandated by the New Jersey Tenure Hearing Law.

8. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be amended or changed except by written agreement of the undersigned parties.

9. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive Federal or State Law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

10. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in Federal or State Law, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment contract; and,

WHEREAS, the School Business Administrator has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, the Employment Contract has been approved by a recorded roll call majority vote of the full membership of the Board of Education of the Harrison Township School District at its meeting of May 18, 2026 and has been made a part of the minutes of that meeting;

IN WITNESS THEREOF, they set their hands and seals to the Employment Contract effective on the day and year first written above.

Board of Education President

Date

School Business Administrator

Date

AGREEMENT BETWEEN
HARRISON TOWNSHIP BOARD OF EDUCATION
AND
VERONICA BRATTELLI, OT, LLC

Agreement made on September 1, 2026 by and between Veronica Brattelli, OT, LLC (hereinafter referred to as "Veronica Brattelli, OT") and Harrison Township Schools (hereinafter referred to as "School").

WITNESSETH

Whereas, School desires to engage the services of Veronica Brattelli, OT, a corporation which arranges for licensed professionals to provide Occupational therapy services for the benefit of School's clients and their care; and

Whereas, Veronica Brattelli, OT is willing to provide school a therapy program including services and Therapist, registered/licensed and practicing their profession under the laws of this State;

In consideration of the mutual consideration herein set forth, the parties, intending to be legally bound hereby agree as follows:

1. The therapy services provided by Veronica Brattelli, OT shall be of good quality and performed in accordance with reasonable rules, regulations and policies of the School.
2. Veronica Brattelli, OT shall furnish to such clients of the School, as designated by the School during the term of this Agreement, such therapy services as are deemed necessary on a case-by-case basis as determined by the Therapist and Administrator of the School.
3. Veronica Brattelli, OT shall be responsible for the coordinating, scheduling and providing staff services to be rendered.
4. In fulfilling this Agreement, Veronica Brattelli, OT shall consult and communicate with the Administrator, teachers, and when appropriate, others involved in client care.
5. This Agreement shall commence on September 1, 2026. Either party may terminate this Agreement if the other party defaults in the performance of or compliance with any of its duties or obligations hereunder and fails to cure such defaults within fourteen (14) days after receipt of written notice thereof. Upon termination, the parties shall have no further liability or obligation under the Agreement, except as provided herein. Prior to termination, any and all past due balances owed to Veronica Brattelli, OT will be paid in full. Final invoice for services rendered will be provided by Veronica Brattelli, OT within five (5) days of said termination and will be required to be paid by School within fifteen (15) days of receipt unless other arrangements have been agreed upon by both parties. This Agreement shall be for a period commencing on September 1, 2026 through July 31, 2026. Termination may be made by either party by providing sixty (60) days written notice prior to the anniversary date. Failing notice of termination, this Agreement shall renew for an additional successive one (1) year period upon the same terms and conditions contained herein. This Agreement may be amended at any item subject to mutual written agreement of the parties hereto.
6. Veronica Brattelli, OT agrees to provide, as requested, customary and reasonable in-service education programs to the personnel of the School, in areas related to therapy at the regular hourly rate. This charge will include preparation time to be agreed upon by Veronica Brattelli, OT and the School in advance.

7. Veronica Brattelli, OT shall be covered by professional liability insurance in connection with therapy services performed in the School in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. Veronica Brattelli, OT shall provide the School proof of such coverage in the form of a copy of policy or certificate within thirty (30) days of commencement of Agreement. Veronica Brattelli, OT will be school certified by the State of New Jersey Department of Education.
8. School shall assume all administrative responsibility for the therapy services provided under the terms of the Agreement.
9. To assist Veronica Brattelli, OT with fulfilling its responsibilities under the Agreement, School shall provide, at School's sole expense, all necessary supplies, therapy equipment and use of office equipment to meet the needs of Veronica Brattelli, OT in connection herewith as determined in consultation with School.
10. School shall provide adequate, clean space in an area designated for therapy services, which is suitable to meet client needs. School shall make available to Veronica Brattelli, OT adequate space and facilities, including workspace, to perform administrative tasks in connection with Veronica Brattelli, OT clinical services hereunder.
11. School shall compensate Veronica Brattelli, OT for all therapy services rendered at the rate of \$90.00 per hour for Therapist, including direct client therapy, consultation services, travel time, screenings, evaluations, preparation and planning of treatment reports, attendance at required meetings and in-service presentation. Veronica Brattelli, OT agrees to provide up to 21 hours per week of services for 42 weeks (regular school year). Each day of treatment will include approximately 15% time for non-contract functions inclusive of therapy preparation, documentation and communication with teachers and other team members as needed. An additional 8 hours, cumulative over the school year will also be included to allow for parent/staff in servicing. The School Administrator in coordination with Veronica Brattelli, OT will approve any changes in hours.
12. Veronica Brattelli, OT shall bill School for services rendered on a monthly basis. School shall remit all amounts payable to Veronica Brattelli, OT within thirty (30) days following receipt of each such invoice/statement.
13. Both parties agree to comply with the requirements of the Title VI Civil Rights Act of 1964.
14. Any notice required under the Agreement shall be in writing, sent by certified mail return receipt requested, to the respective parties at the addresses indicated below:

In the case of the School:

Harrison Township School
120 North Main Street
Mullica Hill, NJ 08062
Attn: Lori Hynes

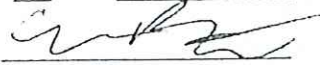
In the case of Veronica Brattelli, OT
Veronica Brattelli, OT, LLC
587 Coles Mill Road
Haddonfield, NJ 08033

15. Veronica Brattelli, OT agrees to keep and make available all of its books, documents and records during the term of the Agreement and for a period of three (3) years after the termination of the Agreement.

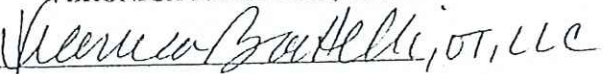
16. This Agreement constitutes the entire understanding of the parties with respect to the matters contemplated and dealt with hereby. Any modifications or changes hereto shall be in writing and signed by both parties.
17. If any provision or part of the Agreement shall be deemed unlawful or invalid for any reason only such provision or part(s) shall be eliminated, and the remaining provisions or parts hereof shall remain valid and binding upon the parties.
18. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto set their hands and seals.

Date: 6/4/26

By: 
Witness

VERONICA BRATTELLI, OT, LLC

By: , OT, LLC

Date: _____

By: _____
Witness

HARRISON TOWNSHIP SCHOOLS

By: _____

Professional Medical Staffing, LLC Staffing Agreement

This Agreement entered this June 9, 2026 by and between Professional Medical Staffing, LLC, herein after called "Agency", doing business as Professional Medical Staffing and Harrison Township School District herein called Client

BACKGROUND

Whereas Client has recognized a need for temporary personnel on an as needed basis.

Whereas, the Agency is in the staffing business, placing temporary personnel as needed by Client, and is willing and able to provide such services to Client,

Whereas Client desires to engage Agency and, Agency desires to provide such services to Client, in accordance with the terms and conditions set forth herein,

In exchange for the mutual promises set forth herein, the parties agree as follows:

I. AGREEMENT TERM AND TERMINATION

Initial Term. This Agreement shall commence July 1, 2026 and shall continue in until June 30, 2027, terms unless terminated by either party.

With Cause. This Agreement may immediately terminate prior to the expiration term in the event of another party's material breach and its obligations as provided for hereunder, if such breach is not cured within ten (10) business days of written notice to the other party detailing such breach. If the parties mutually agree that such breach is of a nature that it cannot be cured within ten (10) day period or instances where a cure period or notice would immediately and irrevocably jeopardize patient safety, then either party may immediately terminate this Agreement.

Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

The parties further agree that the Agency's duty to supply personnel is subject to the availability of personnel and failure of the Agency to provide personnel and or the failure of Client to require personnel does not constitute a breach of the Agreement.

II. DESCRIPTION OF SERVICES

Upon Client request, on an as needed basis, Client may request Agency staffing services and understands Agency capability to fulfill service requests is subject to the availability of qualified staff who meets the service request job requirements. Agency shall identify and select personnel who possess the skills and experience described at time-of-service request. To aid the Agency in maintaining an adequate supply of qualified personnel to meet the Client demands for frequent job service requests Client shall provide Agency notice. Agency will make every effort to identify and place personnel timely including last minute service requests and replacement personnel.

The Client shall communicate the details of the assignment such as start date, duration, location, job description/duties and primary point of contact names. Each party will maintain ongoing communication regarding status of service request, order fulfillment, performance feedback and any other pertinent data. The client understands that the Agency establishes each bill rate per job description and assignment duties and establishes the pay rates for each employee assigned based on job description, work experience, competencies, and skills. The client agrees not to change and/or reassign personnel without prior consent from the Agency. The client acknowledges that the Agency reserves the right to adjust the bill rates in accordance with the change in service request and job requirements.

Agency will promptly notify Client of any change to assigned personnel's work schedule caused by callouts, cancellations and/or unforeseen emergencies and will act on identifying replacement personnel timely. In the event assigned personnel fail to report to work and the Agency does not inform Client of changes to work assignment, Client will promptly notify Agency.

III. AGENCY SCREENING AND HIRING STANDARDS

The **Agency** sources, screens and evaluates its applicant's level of competency per job description to meet the job duties and hiring requirements of the **Agency**, & **Client**, per State & Federal conditions of employment including,

- Verification of employment history, professional references, and RN Licensure
- Proof of clearance to work in the United States
- State and/or FBI criminal clearance
- Child Abuse/Sexual Misconduct Release
- Proof of negative Drug Screen
- Proof of Agency Orientation
- Finger printing through NJDOE
-

Clinical Personnel must additionally show proof of the following.

- Proof of PPD
- Current CPR
- Primary source verification of/education, professional license

The **Agency** may contract an outside firm to perform screening services.

IV. NON-DISCRIMINATION

Agency conforms to equal employment opportunity standards and practices and does not discriminate against an applicant because of race, creed, color, religion, natural origin, age, sex, sexual preference, or handicap. Neither party shall practice unlawful discrimination against personnel, patients, and other persons during the performance of the Agreement.

IV. AGENCY RESPONSIBILITIES

Agency instructs its personnel to wear an Agency Identification Badge and evidence of current Nursing License and/or CPR card.

Agency shall assume sole and exclusive responsibility for the payment of wages to personnel, for services performed by them at **Client** and be responsible for withholding Federal and State Income Taxes and paying Federal Social Security Taxes, Unemployment Insurance, and maintaining Workers' Compensation coverage in an amount and under such terms as required by the State Labor Code.

Agency does not utilize subcontractors as its usual course of business unless **Agency** and **Client** mutually agree to use of subcontractors. In such a case, **the Agency** shall hold subcontractors accountable to meet all standards outlined in this agreement.

In the event a previously scheduled employee cancels his/her assignment for any reason the **Agency** will promptly notify **the Client**. The **Agency** will immediately search for replacement personnel who possess the qualifications to match the original service request. The **Agency** shall timely communicate its progress to identify and assign replacement personnel.

The **Agency** maintains a system of documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided.

V. QUALITY ASSURANCE AND REPORTING PROCESSES

Agency and **Client** shall consult to establish mutual acceptable procedures and provide adequate communication to ensure overall service satisfaction.

Client shall report to **Agency** any unexpected incident, safety and/or occupational hazards, medication errors, sentinel events and/or any concern that affects the quality of care and level of service provided. **Agency** shall collaborate cooperatively with **Client** to respond timely to resolve all service concerns.

VI. FEES, BILLING AND PAYMENT TERMS

Agency calculates its bill rates per job category and job assignment requirements and will periodically update the bill rate schedule for any additional job categories per service accordingly. Weekly, the Client shall be billed for any services rendered within the Agency payroll/billing period, beginning on the day shift, Saturday and ending on the night shift Friday. The invoice includes the employee's name(s), job category and bill rate for any work performed. Payments are due within 45 days of the invoice date.

VII. TIME KEEPING

All assigned personnel will document their time worked according to Agency requirements. The timecard shall indicate the Client Name, department, service date, arrival and departure time and total hours worked. A designated department supervisor and/or designee must sign the timecard as verification and authorization for hours stated. In the event a supervisor is not available to sign the timecard, Agency personnel may call to verbally authorize hours worked. The supervisor and/or designee constitutes acceptance of hours stated and will be billed accordingly.

VIII. RECRUITMENT AND HIRING POLICY

The client cannot refer to, transfer, recruit or employ Agency personnel without the written or verbal consent of the Agency.

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

Agency and Client hereby agree that the relationship of Agency and its personnel is always that of an independent contractor and not that of a partner, agent, or joint venture of Client. At no time shall Agency personnel possess the authority to charge items or incur debts or other financial obligations on behalf of Client to any contracts, agreements, covenants, or obligations of any kind whatsoever.

Agency personnel shall perform the duties required by Client in his or her direction consistent with his or her professional obligations. To the extent that any direction on or supervision is required, such direction or supervision shall be provided by or on behalf of Client.

X. INDEMNIFICATION

Agency shall indemnify, save and hold harmless Client from claims, cause of action and liabilities for bodily injury, sickness, disease or damage to any person, excluding an employee of Agency, which injury or damage is caused by negligence of Agency personnel while performing within the scope and course of their services to client, except to the extent that such is caused through the negligence of the client or Client's agents, servants, officers, and personnel, and to except to the extent that the personnel furnished by Agency acted under the direction of the Client, or Client's personnel.

XI. INSURANCE

Agency shall maintain in force at its own expense all insurance coverage required by law in connection with provision of services. Certificate of Insurance shall be provided to Client which details effective dates and amount for the following coverage as requested:

- Workers' Compensation
- State Disability
- General Liability Insurance
- Professional Liability Insurance

XII. CLIENT CONFIDENTIALITY & HIPAA SECURITY AND PRIVACY

Agency and its personnel shall agree to maintain Client confidentiality and conduct themselves accordingly and not disclose to third parties any information related to business practices, programs, financial information, or any

other confidential information to comply with all Federal and State laws and regulations. Agency agrees to fully comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its associated regulations, and more specifically, in 45 C.F.R. §§ 160 and 164. Standards for Privacy of Individually Identifiable Health Information, Final Rule (the, "Final Privacy Rule"), and in 45 C.F.R. §§ 160, 162 and 164, Health Insurance Reform Security Standards, Final Rule (the "Final Security Rule") collectively referred to as ("HIPAA"), as they may be applicable to Agency.

XIII. SAFETY IN THE WORKPLACE

Safety in the workplace is a shared responsibility, and we are initiative-taking in controlling costs associated with workplace injuries. To ensure the safety and well-being of workers, the Agency reserves the right to conduct an on-site safety inspection. Clients must adhere to OSHA operating standards, provide personal protective equipment, and authorize personnel who have demonstrated competency to perform job duties and utilize equipment.

Despite the promotion of safety in the workplace sometimes injuries are unavoidable. In the event an Agency employee sustains an injury while performing his/her job duties the Client is responsible for notifying the Agency immediately. An individual who sustains serious injuries requiring emergency treatment should be sent to the nearest hospital, and all other injuries should be treated at a designated Agency Facility. The injured worker may be released to return to work and assume full duty immediately. When applicable, individuals who are released to work with restrictions may be able to perform modified duties. In the event Clients cannot accommodate modified work duties, Agency will identify replacement personnel to perform work duties of original service request. The injured worker may be assigned to work at an Agency Branch office. The Agency will instruct the Client to complete a report and provide the names of any witnesses if applicable. An Agency representative will contact you to discuss the injury and plan of action for personnel to return to work safely.

XIV. COMPLIANCE WITH CLIENT POLICIES AND PROCEDURES.

Agency personnel shall provide services and cooperate in a professional, ethical, and diligent manner consistent and in accordance with any professional standards, any federal, state, local or other public or private body exercising authority with respect to Client. To ensure personnel is well informed and he/she can deliver quality patient care, Client shall provide Agency personnel access to its policies and procedures.

XV. COMPLIANCE WITH LAWS

Agency shall comply, at its own cost and expense, with the provisions of all federal, state, county and municipal laws, ordinances, regulations, and orders pertaining to the performance and provision of its services under this Agreement. Agency shall take all measures necessary to remedy promptly any violation (s) of any such law ordinance, rule, regulation, or order. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

XVI. REMOVAL

It is the sole discretion of Client, or his/her designee, to determine engagement in misconduct by any Agency personnel, Client may request immediate removal of assigned personnel and shall inform Agency of this action immediately. Agency shall make every reasonable effort to replace personnel.

XVII. ENFORCEMENT OF AGREEMENT

This Agreement contains the terms and conditions agreed upon by both parties hereto and no oral agreement regarding the subject matter herein shall be binding. This Agreement supersedes all prior contracts, agreements, and or understanding, whether written or oral between the parties, relating to the subject matter hereof.

XVIII. AMENDMENTS/WAIVER

No waiver of any provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed by both parties. The waiver by either party of a breach of any provision in this

PROFESSIONAL MEDICAL STAFFING
BILLING RATE SCHEDULE

Effective til 6/30/27

RN Sub Nurse	\$66.00 per hour
LPN	\$56.00 per hour

Print Name/Title

Jackie Polillo

Print Name/Title

Authorized Signature/Date

Jackie Polillo

Authorized Signature/Date



ADM #7

INTERLOCAL AGREEMENT
for
TRANSPORTATION SERVICES
between the
CLEARVIEW REGIONAL BOARD OF EDUCATION
and the
HARRISON TOWNSHIP BOARD OF EDUCATION
for the
2026/2027 SCHOOL YEAR

This Memorandum of Understanding made this 5th day of May 2026 between the Harrison Township Board of Education having its principal offices located at 120 N. Main Street, Mullica Hill, New Jersey 08062 (hereinafter referred to as "Harrison"), and the Clearview Regional High School District Board of Education having its principal offices located at 420 Cedar Road, Mullica Hill, New Jersey 08062 (hereinafter referred to as "Clearview"), jointly referred to as the "Boards";

WHEREAS, Harrison and Clearview have determined that it is in the best interest of both boards and the general public to have various transportation services performed jointly to reduce overall costs and increase efficiency; and

WHEREAS, the Boards are authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq. and the Local Public Contracts Laws, N.J.S.A. 40A:11-1, et seq. to enter into contracts for the provision of any service, materials, or work which any party to the Agreement is empowered to render within its jurisdiction.

This Agreement to jointly provide the following services is effective September 1, 2026 through June 30, 2027:

- A. Borrowing of buses and trucks;
- B. Sharing of bus drivers;
- C. Sale of gasoline.

In the event that Harrison borrows Clearview's bus to transport their own students, Harrison will indemnify Clearview for any physical damage caused in the course of transporting their own students.

In the event that Clearview borrows Harrison's bus to transport their own students, Clearview will indemnify Harrison for any physical damage caused in the course of transporting their own students.

Cost of services shall be mutually agreed upon by the school business administrators. Future contracts will be mutually developed and prepared by May 1 of each year for appropriate Board consideration.

The waiver of a breach of any provision of this Agreement by either Board shall not operate or be construed as a waiver of any subsequent breach.

In the event any provision of this Agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

The parties hereto further understand, covenant and agree that the terms and conditions of this Agreement constitute the full and complete understandings, agreements and arrangements of the parties and that there are no agreements, covenants, promises or arrangements other than those set forth herein. Any subsequent alteration in or variance from any term or condition of this Agreement shall be effective only if in writing.

This Agreement is subject to final approval by both Boards of Education.

Additional services may be added to this contract as negotiated in the future.

The parties agree that either may terminate this Agreement upon ninety (90) days written notice served upon the other. No cause shall be required for either party to terminate this Agreement. Should any dispute arise regarding the termination of this Agreement, it shall be submitted to the County Superintendent of Schools for resolution. His or her decision regarding any such dispute shall be final.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper official on the day and year first written above.

HARRISON TOWNSHIP
BOARD OF EDUCATION

Board President

School Business Administrator

Date of Board Adoption

CLEARVIEW REGIONAL HIGH
SCHOOL BOARD OF EDUCATION



Board President



School Business Administrator

05/05/2026

Date of Board Adoption

Clearview Regional High School District

ADMINISTRATION BUILDING
420 CEDAR ROAD • MULICA HILL, NJ 08062
Fax (856) 478-0409

KEITH BROOK
CHIEF ACADEMIC OFFICER
(856) 223-2766

JOHN HORCHAK III
SUPERINTENDENT
(856) 223-2765

ROBERT MILES
BUSINESS ADMINISTRATOR
(856) 223-2764

The following is an excerpt from the Clearview Regional Board of Education minutes for their meeting held on May 5, 2026:

Mr. Henderson moved, seconded by Mrs. Giaquinto, that the Board of Education approve the following Interlocal Agreement(s) for Transportation Services during the 2026/2027 school year:

- a. Delsea Regional High School District
- b. Harrison Township Public Schools
- c. Kingsway Regional High School District
- d. Mantua Township Public Schools

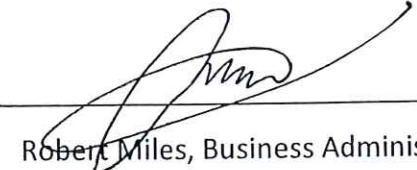
The motion was approved by a roll call vote:

Yea: Mrs. Buckman, Mr. Cherian, Mrs. Giaquinto, Mr. Henderson, Mr. Quenzel, Mr. Schwab, Mr. Sepsey, Mr. Williams, and Mr. Zayicek

Nay: None

Absent: None

I certify that the above is a true and correct copy of the minutes of the Clearview Regional Board of Education meeting held on May 5, 2026.


Robert Miles, Business Administrator

5/5/26
Date



ADM #8

BROOKFIELD SCHOOLS

2026-2027 AGREEMENT FOR HOMEBOUND INSTRUCTION SERVICES

Accredited by The National Commission for the Accreditation of Special Education Services

Patrick T. Kiernan, Executive Director/Superintendent

www.brookfieldschools.org

Program Overview

Brookfield Schools provides mandated academic instruction for students who are temporarily unable to attend their school within their local education agency ("School District/LEA") placement due to admission into an acute inpatient mental health facility ("Homebound Instructional Services"). All instruction will be provided to each student according to the terms of the student's Individualized Education Plans ("IEP") as drafted and instructed by School District/LEA. In all events, the School District/LEA remains responsible for providing the student with a free and appropriate education (FAPE) at the LEA's expense. And in the case of a general education student, the LEA is also responsible for the costs of educating the student through Brookfield School.

Brookfield School admissions are typically emergent in nature. Instruction will begin as soon as practicable, in coordination with the student's family/guardian and the facility. The date that instruction begins shall be considered the official start date of services for billing purposes.

Brookfield Schools is not involved in placement decisions. Our mission is to provide grade-level, New Jersey Student Learning Standards-based instruction, maintain student academic continuity, and minimize educational gaps due to hospitalization. Until district materials are received, Brookfield will provide tailored interim instruction. Brookfield's use of tailored interim instruction in no way supplants the School District/LEA's responsibility to provide the student with a FAPE.

Legal Compliance

Instructional services shall be provided in accordance with all applicable New Jersey Administrative Code requirements, including but not limited to:

- **N.J.A.C. 6A:16-10.1**, governing home or out-of-school instruction due to a temporary or chronic health condition;
- **N.J.A.C. 6A:17-3.2**, governing educational program objectives and requirements;
- **N.J.A.C. 6A:17-3.4**, governing staffing and class size; and
- **N.J.A.C. 6A:14-3.7**, governing Individualized Education Program (IEP) requirements for students with disabilities.

Students placed in State facilities shall receive instructional services consistent with **N.J.A.C. 6A:17-3.2**. The specific instructional program and duration for students with disabilities shall be determined by the student's IEP in accordance with **N.J.A.C. 6A:14-3.7** and by the School District/LEA. It shall remain the responsibility of the School District/LEA to ensure the IEP is fully compliant with all State and Federal requirements. And the responsibility to provide each student with a FAPE remains with the School District/LEA.

Students receiving Homebound Instructional Services shall be provided services in accordance with N.J.A.C. 6A:16-10.1 and 6A:16-10.2. The specific instructional program and duration for students with disabilities shall be determined by the student's IEP in accordance with N.J.A.C. 6A:14-3.7. It shall remain the responsibility of the LEA to ensure the IEP is fully compliant with all State and Federal requirements.

In every event, the School District/LEA shall be financially responsible for the costs of Homebound Instructional Services beginning on the first date of instruction, which is the date on which certified staff are assigned and services are rendered and will continue going forward regardless of delays resulting from School District/LEA processing or student attendance.

2026-2027 AGREEMENT FOR INSTRUCTION WITH THE BROOKFIELD EDUCATIONAL SERVICES PROGRAM

HARRISON TOWNSHIP Board of Education, in its role as a local education agency for the State of New Jersey, ("School District/LEA") agrees to contract with Brookfield Schools to provide educational services to School District/LEA who are being provided such services for the 2026-2027 school year.

• **Contact Person (to obtain Approval for Instruction Payment):**

CHRISTOPHER C. DESANTO

• **Contact Person's Email Address:** desantoc@harrizontwp.k12.nj.us

• **Contact Person Phone Number:** 856-478-2016 x7153

• **School District Billing Address:** 120 N. MAIN ST, MULICA HILL, NJ 08062

* CONTACT PERSON FOR
HOME INSTRUCTION:
DIANE EISENHART

School District/LEA agrees to pay a flat rate of \$55.00 per hour for Homebound Instructional Services.

School District/LEA agrees to:

1. Provide all necessary information regarding the classification and course of instruction being provided to the student.
2. Furnish all textbooks, assignments, related materials, and lesson plans for each student School District/LEA enrolls in Brookfield School's program.
3. If your district requires a voucher/PO, please provide copies so we may keep them in our files.
4. Terms of payment which require payment of all invoices within 30 days. If School District/LEA fails to pay the invoice by the 30th day after services begin, they agree that they may be charged interest calculated at 1% per month of the unpaid balance.

EMAIL
eisenhardt@harrizontwp.
k12.nj.us

Brookfield Schools agrees to:

1. Employ properly certified teachers and provide a course of instruction in compliance with all pertinent lesson plans and course material.
2. Advise pertinent School District/LEA personnel regarding the assignment of grades, when needed
3. Provide written reports on student's progress as required.
4. Comply with School District/LEA's policy for the number of hours per day for educational services provided to be provided to each student.

We, the undersigned, on this day of , 202₁, agree to the terms indicated above for the provision of Educational Services.

School District/LEA:	Brookfield Schools
Signature:	 Signature:
Print: Name and Title:	<u>Dr. Carrieann Olivero, Assistant Superintendent</u>

Thank you, please email to: Lorel Mazurkiewicz,

Phone: 856-795-8228 ext 308

lorel.mazurkiewicz@brookfieldschools.org

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of July in the year 2026

BETWEEN the Architect's client identified as the Owner:

HARRISON TOWNSHIP Board of Education (HSNBOE)
120 N. Main Street; Mullica Hill, NJ 08062 USA
Telephone Number: +1(856)478-2016

and the Architect:

Regan Young England Butera, PC (dba RYEBREAD), Professional Corporation
456 High Street; Mount Holly, NJ 08060 USA
Telephone Number: +1(609)265-2652

for the following Project:

RYEBREAD Project 5835: HSNBOE AOR 2026-27
Harrison Township, NJ 08062 USA
Architect-of-Record services for the 2026-27 fiscal year. Scope of Services shall include Architectural/Engineering services for facility projects within the School District, as directed by the Owner's Representative.

The Owner and Architect agree as follows.

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 in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

Based on requests from Owner's Representative, Architect shall submit to the Administration our Letters of Authorization outlining Scope of Work, Scope of Services, and Fees for individual projects, to be approved by Board.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Project information shall be developed between Owner/Architect as part of individual projects.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Project budgets shall be developed between Owner/Architect as part of individual projects.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

Init.

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Paragraph deleted)

Procurement and delivery methods shall be developed between Owner/Architect as part of individual projects.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraphs deleted)

Sustainable Objectives, if any, shall be developed between Owner/Architect as part of individual projects.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Christopher DeSanto, Business Administrator/Board Secretary
HARRISON TOWNSHIP Board of Education (HSNBOE)
120 N. Main Street; Mullica Hill, NJ 08062 USA
Telephone Number: +1(856)478-2016

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

Geotechnical Engineer, if any, shall be determined by Owner with input from Architect, as part of individual projects.

.2 Civil Engineer:

Civil Engineer, if any, shall be determined by Owner with input from Architect, as part of individual projects.

.3 Other, if any:

Attorney, Bond Counsel, Financial Advisor, Environmental Engineer, Demographer, Ground Penetrating Radar Surveyor, Infrared Scan Surveyor, Construction Manager, if any, shall be determined by Owner as part of individual projects.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project on an individual project basis.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(Paragraph deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Structural Engineer, if any, shall be determined by Architect as part of individual projects.

.2 Mechanical/Plumbing/Electrical/Fire Protection Engineers:

(Paragraphs deleted)

MPEF Engineers, if any, shall be determined by Architect as part of individual projects.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Consultants retained under Supplemental Services, if any, shall be determined by Architect as part of individual projects.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Other Initial Information, if any, shall be determined by Owner and Architect as part of individual projects.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 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 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property damage. Excess umbrella coverage with policy limits not less than Three Million Dollars (\$3,000,000).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and other entities as required by funding requirements as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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 manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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.

§ 3.1.3 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. It is understood that the time periods may require updating and/or changes due to circumstances beyond Architect's control. 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.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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 Schematic 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 prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, 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.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction per the individual project Letter of Authorization, or as otherwise required in Section 4.2.3, 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. 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. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 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. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 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 construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 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 Architect's 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.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 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,
- .4 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.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Paragraph deleted)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph deleted)

Pre-Proposal Consulting, Programming, Existing Conditions Surveys, production of Measured Drawings, Code Review, Estimating, Public Meetings/Relations, Record Drawings, and Warranty Period services will be provided by Architect on an Hourly basis.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

TBD

Init.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 Two (2) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () 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 identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 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.

§ 5.15 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.

ARTICLE 6 COST OF THE WORK

§ 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 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has 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.

Init.

§ 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 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

- .1 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;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, but only if the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by 15% or more; 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 for modifying the Construction Documents for a project exceeding the Owners budget by 15% or more 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 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 A201-2017, General Conditions of the Contract for Construction. 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 9.7.

§ 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 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, 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. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 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:

(Paragraph deleted)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

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 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 compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and 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:

.1 Termination Fee:

Ten Thousand Dollars (\$10,000)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Thousand Dollars (\$10,000)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New Jersey.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 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, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Unless otherwise required in this Agreement, 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be 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 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 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)

Individual project Fees shall be calculated upon current RYEBREAD Schedule of fees, and established in project Letters of Authorization.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Hourly

§ 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:

Hourly

§ 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

(Paragraphs deleted)

Twenty-Five percent (25%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Ten	percent (	10	%)
Construction Phase	Twenty-Five	percent (	25	%)
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 are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

See current RYEBREAD Schedule of Fees

(Table deleted)

§ 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 (except mileage) 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 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

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additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Staff Time and Legal Services for negotiating Contracts,
- .12 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .13 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

TBD

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 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.

(Paragraphs deleted)

Interest will be charged for balances not paid per the NJ Prompt Payment Act, NJSA 52:32-41.

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Paragraph deleted)

ARTICLE 13 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:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Paragraph deleted)

RYEBREAD 2026 Schedule of Fees
 Mandatory EEO Language
 NJ Business Registration
 Certificate of Insurance
 C271 Political Disclosure Form
 Disclosure of Investment Activities in Iran
 Non-Involvement in Prohibited Activities in Russia or Belarus
 W-9
 Ownership Disclosure

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

 OWNER (Signature)

Christopher DeSanto, Business
 Administrator/Board Secretary
 HARRISON TOWNSHIP BOE

(Row deleted)

 ARCHITECT (Signature)

Regan Young, AIA, President
 RYEBREAD

SCHEDULE OF FEES (2026)
RYEBREAD Architects

1. Renovations/Alterations (% of construction cost)
 - a. Projects up to \$500,000 hourly
 - b. Projects between \$500,000 and \$6,000,000 11.50%
 - c. Projects between \$6,000,000 and \$10,000,000 9.75%
 - d. Projects over \$10,000,000 9.00%
2. Additions (% of construction cost)
 - a. Projects up to 5,000 SF hourly
 - b. Projects between 5,000 SF and 50,000 SF 11.50%
 - c. Projects between 50,000 SF and 100,000 SF 9.50%
 - d. Projects over 100,000 SF 7.25%
3. New Construction (% of construction cost)
 - a. Projects up to 5,000 SF hourly
 - b. Projects between 5,000 SF and 50,000 SF 11.00%
 - c. Projects between 50,000 SF and 100,000 SF 8.50%
 - d. Projects over 100,000 SF 6.00%
4. Hourly Rates (billed in 1/4-hour increments)
 - a. Principals \$200
 - b. Project Managers \$150
 - c. Support Staff/Student Interns \$100
5. Reimbursable Expenses
 - a. Mileage & Tolls included in fees
 - b. Copies, 8 1/2" x 11" \$.50
 - c. Copies/Plots, 24" x 36" \$8.00
 - d. Copies/Plots, 30" x 40" \$10.00
 - e. Faxes (per page transmitted) \$5.00
 - f. Archive Fee minimum \$500.00
 - g. Postage/Courier Carrier's Rates
 - h. AV/Website Services Provider's Charges

Consultation, Studies, Programming/Pre-Design, Surveys, Renovation/Alteration, & Addition projects under \$500,000 construction value shall be billed hourly. Otherwise, Architect's fees shall be Stipulated Sums based on the above percentages. LEED Silver application or Commissioning will be an additional 1% fee. Basic Scope of Services, Additional Services, and Reimbursable Expenses shall be per our standard AIA B101 Owner/Architect Agreement. Progress payment schedule: 15% Schematic Design, 15% Design Development, 35% Construction Documents, 10% Bidding/Negotiation, 25% Construction Administration. Reimbursable Expenses are billed at cost, and Consultant services outside the Basic Scope of Services at 1.25 times invoice. Interest will be charged for balances not paid per the NJ Prompt Payment Act, NJSA 52:32-32. Fee Schedule is subject to annual modification.

ADMIN# 12

May 2026

OUTSIDE EVALUATION LISTING 2026-2027

PSYCHIATRIC EVALUATIONS		
Dr. Joseph Hewitt (Lawnside Office):\$600.00 (Vineland Office):\$600.00-No longer has office Evaluation at School:\$650.00(minimum of 3 students)	\$ 600.00	442 Warwick Road Lawnside, NJ 08045 856-547-1166 margo@hewittpsychiatric.com
NEUROLOGICAL EVALUATIONS		
Dr. Adel Amer	\$550.00/evaluation	2003 Liberty Place Sicklerville, NJ 08081 PH: 856-404-9234
NeurAbilities Healthcare CNNH NeuroHealth	\$870.00/evaluation	2050 Voorhees Town Center Voorhees Township, NJ 08043 PH: 856-346-0005 x1007 (Capri) FAX: 855-266-6180 cgenerette@neurabilities.com

NEUROPSYCHOLOGICAL EVALUATIONS

May 2026

Brandywine Neuropsychology Associates Daniel Kennedy, Psy.D George Ledakis, Ph.D.	\$1750.00	5 Christy Drive Brandywine II Suite 207 Chadds Ford, PA 19317 484-841-6725 Alternate Woodbury, New Jersey Drdanielkennedy@gmail.com
NeurAbilities Healthcare CNNH NeuroHealth	\$3,670.00/evaluation	2050 Voorhees Town Center Voorhees Township, NJ 08043 PH: 856-346-0005 x 1007 (Capri) FAX: 855-266-6180 cgenerette@neurabilities.com

PSYCHOLOGICAL EVALUATIONS		
Leonard Educational Evaluation	\$ 600.00	701 West Madison Avenue Magnolia, NJ 08049 609-220-8596 267-702-6328
John Chillem, School Psychologist	\$ 500.00	502 Kings Drive Cherry Hill, NJ 08003 856-426-9638 jachillem12@gmail.com
LEARNING EVALUATIONS		
Leonard Educational Evaluations	\$ 600.00	701 West Madison Avenue Magnolia, NJ 08049 609-220-8596 267-702-6328
M.G. Educational Consulting LLC	\$500.00	108 Karenlynn Drive

May 2026

PSYCHOLOGICAL EVALUATIONS	
	Franklinville, NJ 08322 856-341-3081
Jennifer Sedlak, LDTC	136 Magnolia Drive Pennsville, NJ 08070 jennsedlak@yahoo.com

SOCIAL HISTORY		
Leonard Educational Evaluations	\$ 600.00	701 West Madison Avenue Magnolia, NJ 08049 609-220-8596 267-702-6328
Georgeana Boccelli - Summer Evals Only *Will Attend Meetings	\$ 500.00	106 Primrose Lane Richland, NJ 08350 856-466-9535 Georgeana61@yahoo.com
PHYSICAL THERAPY EVALUATIONS		
Hope In Motion Physical Therapy, LLC Christianna Farrell, MSPT, DPT Pediatric Physical Therapist	\$ 400.00	14 Marino Drive Clarksboro, NJ 08020 Hopeinmotionpt.com hopeinmotionpt@gmail.com 732-674-5817
GCSSSD (CRESS) Contact: Emily Seibert, OT/Program Manager of Related Services 856 415 7530 ext. 6473 E-Mail: eseibert@gcecnj.org	\$ 503.00	1340 Tanyard Road Sewell, NJ 08080 856-415-7530 X 6473
AUDIOLOGICAL EVALUATIONS/CENTRAL AUDITORY PROCESSING EVALUATIONS		
Associates in Hearing Health Care	\$250.00 Audiological \$500.00 CAP	Suite 7, Barrington Commons 121 Clements Bridge Road (Rt. 41) Barrington, NJ 08007 856-546-1535
Staying same rate		
Advanced ENT	\$350.00 CAP \$225.00 Audiological \$575.00 Both	1307 White Horse Pike Voorhees, NJ 856-346-0200
Staying same rate		

May 2026

Audiology Partners, LLC Sound Hearing Solutions 24-25 rate \$400.00 Audiological \$805.00 Both(CAP/AUD)	851 Route 73 North, Suite B Marlton, NJ Original doctor retired, new one was hired 856-985-7770
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SPEECH/LANGUAGE EVALUATIONS		
Leonard Educational Evaluations	\$ 1500.00	701 West Madison Avenue Magnolia, NJ 08049 609-220-8596 267-702-6328
Marianna Tasso	\$ 400.00	1386 Iroquois Court Vineland, NJ 0836 marianna.tasso@gmail.com
GCSSTD (CRESS) Contact: Emily Seibert, OT/Program Manager of Related Services 856 415 7530 ext. 6473 E-Mail: eseibert@gcecncj.org	\$ 503.00	1340 Tanyard Road Sewell, NJ 08080 856-415-7530 X 6473

FUNCTIONAL BEHAVIORAL ASSESSMENT		
Amazing Transformations, LLC \$115 p/h, take approximately 12-15 hrs.	\$115 p/h with max of \$1500	500 S. Burnt Mill Road Voorhees, NJ 08043 P/F: 888.859.7749 www.AmazingTransformations.org info@amazingtransformations.org
GCSSTD (CRESS) Contact: Emily Seibert, OT/Program Manager of Related Services 856 415 7530 ext. 6473 E-Mail: eseibert@gcecnj.org	\$ 1507.00 Contact: Emily Seibert, OT/Program Manager of Related Services 856 415 7530 ext. 6473 E-Mail: eseibert@gcecnj.org	1340 Tanyard Road Sewell, NJ 08051 856-415-7530 X 6473
Leonard Educational Evaluations	\$ 2000.00	701 West Madison Avenue Magnolia, NJ 08049 609-220-8596 267-702-6328

ASSISTIVE TECHNOLOGY / AUGMENTATIVE COMMUNICATION EVALUATIONS		
Advancing Opportunities Assistive Technology Evaluation Augmentative Communication Evaluation Ask for Judy	\$ 1250.00 \$ 1450.00	610 Beverly Rancocas Road Willingboro, NJ 08046 609-882-4182 jniql@advopps.org
GCSSSD (Katie Monti) Assistive Technology Evaluation	(communication) (reading/writing) \$2356.00 \$1714.00	1340 Tanyard Road Sewell, NJ 08051 856-415-7539 X 6468
Nemours/ A. I. DuPont Hospital for Children Augmentative Communication Evaluation	3-5 years old- \$1,859.00 5 years and above- \$1,520.00	Augmentative Communication and Technology Clinic 1600 Rockland Road Wilmington, DE 19803 302-651-6010 Fax: 302-651-5695
OCCUPATIONAL THERAPY EVALUATIONS		
Sensational Kids office@iamasensationalkid.com Travel Fee \$80.00	\$ 500.00	544 Lippincott Drive Marlton, NJ 08053 856-810-5777 (Doris)
GCSSSD (CRESS) Contact: Emily Seibert, OT/Program Manager of Related Services 856 415 7530 ext. 6473 E-Mail: eseibert@gcecnj.org	\$ 503.00	340 Tanyard Road Sewell, NJ 08051 856-415-7539 X 6468
Colleen Carroll, MS, OTR/L Licensed & Registered Occupational Therapist NJ School Certified	\$ 450.00	333 Elm Avenue Haddonfield, NJ 08033 856.419.4345 colleencarrollot@gmail.com
Veronica Bratelli OT, LLC Licensed & Registered Occupational Therapist NJ School Certified	\$ 450.00	Veronica Brattelli, OT, LLC 587 Coles Mill Road Haddonfield, NJ 08033 Ronileigh22@yahoo.com