



State of New Jersey

DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
P O Box 034  
TRENTON NJ 08625-0034

CHRIS CHRISTIE  
Governor

KIM GUABAGNO  
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

STEVEN SUTKIN  
Director

January 21, 2015

Rodier Ebersberger Architects, LLC  
946 South Main Street  
Williamstown, NJ .08094  
Attn: Daniel Rodier

Re: P1111-00  
Interpretive Center Renovations  
Liberty State Park  
Jersey City, NJ - Hudson County

Dear Mr. Rodier:

This is notification that the above referenced project was awarded to your firm in the amount of \$319,912 and serves as your Notice to Proceed.

Your services will be in accordance with the Scope of Work dated August 19, 2014, your technical proposal dated October 28, 2014, revised fee proposal dated December 19, 2014 and the Agreement between the State of New Jersey and the Consultant.

Please contact Gene Cardone at (609) 633-2648 to set up the kick-off meeting.

We look forward to the successful completion of this project.

Please sign below and return by fax to (609) 777-1970.

Sincerely,

Richard Ferrara  
Assistant Deputy Director

c: B. Coleman      G. Cardone      W. Winterbottom  
D. DeLuca      Treasury Fiscal      Central File

Receipt and Understanding is Hereby Acknowledged:

Daniel Rodier  
Name

1/23/15  
Date

PARTNER  
Title

# Final / Accepted Fee Proposal

## PROFESSIONAL SERVICES FEE PROPOSAL DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION

THIS FEE PROPOSAL TO BE RETURNED DATE: December 8, 2014  
IN A SEPARATELY SEALED ENVELOPE TO: PROJECT NO.: P1111-00

*Division of Property Management & Construction*  
33 WEST STATE ST 9TH FLOOR, PLAN ROOM  
P.O. Box 034  
Trenton, NJ 08625-0034  
Attention: CATHERINE DOUGLASS

FIRM NAME Rodier Ebersberger Architects

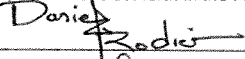
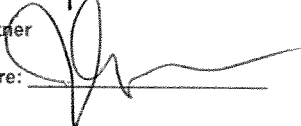
THE UNDERSIGNED PROPOSES TO PROVIDE ALL PROFESSIONAL SERVICES AS STATED  
IN THE REQUEST FOR PROPOSAL AND SCOPE OF WORK

CONSULTANT DESIGN	<u>\$76,958.00</u>	
SUB CONSULTANT DESIGN	<u>\$122,800.00</u>	
CONSULTANT CONSTRUCTION ADMINISTRATION	<u>\$19,502.00</u>	
SUB-CONSULTANT CONSTRUCTION ADMINISTRATION	<u>\$35,100.00</u>	
TOTAL LUMP SUM FEE FOR PROFESSIONAL SERVICES	<u>\$254,360.00</u>	
PERMIT FEE ALLOWANCE	<u>\$4,380.00</u>	
MOLD TESTING AND REMEDIATION ALLOWANCE	<u>\$18,500.00</u>	See breakdown attached
INTERPRETIVE ALLOWANCES	<u>\$30,000.00</u>	
ALLOWANCE FOR WORK SPECIFIED BY THE DPMC	<u>\$12,672.00</u>	Membrane re-roofing / HVAC rooftop unit replacement- as directed
ALLOWANCE FOR WORK SPECIFIED BY CONSULTANT	<u>                    </u>	
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$319,912.00</b>	

FOR 60 DAYS AFTER THE DUE DATE.

### Signature and Title of Principle or Individual of the firm authorized to sign contractual documents:

Signature of the consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth in the Request for Proposal (RFP) and Consultant Proposal Package.

Signature:  Print Name: Daniel G. Rodier  
Title: Partner Date: 19-Dec-14  
Witness Signature:  Print Name: James Ebersberger

### ATTACH PROOF OF REQUIRED INSURANCE COVERAGE

See attached requirements per "General Conditions to Consultant Agreement" Section 27, pp. 18-19  
PROFESSIONAL LIABILITY INSURANCE  
(\$100,000 MIN LIMIT/\$25,000 MAX DEDUCTIBLE)

**CONSULTANT TASK/LABOR/FEE SHEET**  
A/E: Rodier Ebersberger Architects

Project # P1111-00

Project Name: Interpretive Center Renovations

Project Location: Liberty State Park, Jersey City, Hudson County, NJ

PROJECT PHASE OR TASK	LEVEL	CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE							REPROD. COST PER PHASE INCLUD. SUB CONSULTANT DOCUMENTS	TOTALS PER TASK HOURS \$ AMOUNT
		7	6	5	4	3	2	1		
SCHEMATIC DESIGN	*HOURLY RATE	\$135.00	\$126.00	\$	\$	\$85.00	\$	\$		
	HOURS AMOUNT	58	78			67				203
DESIGN DEVELOPMENT	HOURS AMOUNT	\$7,830	\$9,828	\$	\$	\$5,695	\$	\$91	\$23,444	
	HOURS AMOUNT	44	60			67			171	
FINAL DESIGN	HOURS AMOUNT	\$5,940	\$7,560	\$	\$	\$5,695	\$	\$100	\$19,295	
	HOURS AMOUNT	62	82			123			267	
PERMIT APPLICATION	HOURS AMOUNT	\$8,370	\$10,332	\$	\$	\$10,455	\$	\$200	\$29,357	
	HOURS AMOUNT	13	17			9			39	
DESIGN SUB-TOTALS	HOURS AMOUNT	\$1,755	\$2,142	\$	\$	\$765	\$	\$200	\$4,862	
	HOURS AMOUNT	177	237			266			680	
BIDDING & AWARD	HOURS AMOUNT	\$23,895	\$29,862	\$	\$	\$22,610	\$	\$591	\$76,958	
	HOURS AMOUNT	8	18			0			26	
CONSTRUCTION PHASE	HOURS AMOUNT	\$1,080	\$2,268	\$	\$	\$0	\$	\$364	\$3,712	
	HOURS AMOUNT	29	65			8			102	
CLOSE-OUT PHASE	HOURS AMOUNT	\$3,915	\$8,190	\$	\$	\$680	\$	\$	\$12,785	
	HOURS AMOUNT	7	15			2			24	
CONSTRUCTION ADMIN SUB-TOTALS	HOURS AMOUNT	\$945	\$1,890	\$	\$	\$170	\$	\$	\$3,005	
	HOURS AMOUNT	44	98			10			152	
TOTAL	HOURS AMOUNT	\$5,940	\$12,348	\$	\$	\$850	\$	\$364	\$19,502	
	HOURS AMOUNT	221	335			276			832	
PROFESSIONAL SERVICES GRAND TOTALS									\$29,835	\$96,460
PROFESSIONAL SERVICES GRAND TOTALS									832	\$96,460

**SUB-CONSULTANT TASK/LABOR/FEE SHEET**  
**A/E: Rodier Ebersberger Architects**

Project # P11111-00

Project Name: Interpretive Center Renovations

Project Location: Liberty State Park, Jersey City

PROJECT PHASE OR TASK	SUB CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE			TOTALS PER TASK
	FIRM NAME	Alderson Engineering, Inc. MPE Engineer	Van Sickle & Rollett Exhibit design consultant	
SCHEMATIC DESIGN	HOURS	106	167	273
	AMOUNT	\$14,870	\$25,040	\$39,910
DESIGN DEVELOPMENT	HOURS	82	128	210
	AMOUNT	\$11,440	\$19,260	\$30,700
FINAL DESIGN	HOURS	115	180	295
	AMOUNT	\$16,020	\$26,965	\$42,985
PERMIT APPLICATION	HOURS	24	39	63
	AMOUNT	\$3,430	\$5,775	\$9,205
DESIGN SUB-TOTALS	HOURS	327	514	841
	AMOUNT	\$45,760	\$77,040	\$122,800
BIDDING & AWARD	HOURS	24	25	49
	AMOUNT	\$3,340	\$3,680	\$7,020
CONSTRUCTION PHASE	HOURS	78	80	158
	AMOUNT	\$10,860	\$11,960	\$22,820
PROJECT CLOSE-OUT	HOURS	18	18	36
	AMOUNT	\$2,500	\$2,760	\$5,260
CONSTRUCTION ADMIN SUB-TOTALS	HOURS	120	123	243
	AMOUNT	\$16,700	\$18,400	\$35,100
TOTALS	HOURS	447	637	1084
	AMOUNT	\$62,460	\$95,440	\$157,900
<b>TOTAL</b>				<b>\$157,900</b>

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## **Examination and Subsequent Sampling for Fungal Growth (Mold)**

Mold is the commonly used term to describe the wooly or fuzzy appearance that occurs usually on slightly wet or decomposing organic matter (paper, wood, etc.) caused by the growth of fungi. Fungal spores are always present in the atmosphere which is a normal part of our eco-system. However when mold begins to appear on any type of building substrates there are two causes for concern. One is the effects on the health of occupants and the other being the damage to the substrate itself.

With these facts in mind, EDI will employ a progressive approach to the examination for mold so that most effective methods are employed yielding the most accurate results. The steps involved in this process are:

1. Examine the area of concern and visually observe the accessible building components for the physical presence of mold.
2. If physical mold or discolorations are found, a swab of the surface or bulk sample of the material would be collected in order to determine the fungal family or more specifically the species of fungal growth (if the Client requires that much detail) to allow for a determination of the particular effect of the mold on health/
3. Whether physical mold is present or not, as a matter of examination, a general air sample will be collected inside the space examined in order to determine the quantity of fungal spores that would be airborne particularly in the breathing zone. Also an air sample of the outside air will be collected as a control sample for comparison.
4. The number of samples to be collected will be determined by the type of building components affected by physical mold and the square footage of the space examined. A minimum of two (2) air samples will be collected if no physical mold is present and the space is open and 3,000 square foot or less. If room division is present with door separations then an air sample at a minimum would be collected in each room.

As requested, here is a breakdown of the estimated rates and hours for the initial testing portion of the project.

Thomas Pruno (Industrial Hygienist Production Manager) with a rate of \$85/hour and an anticipated total of 12 hours will be \$1,020.

Timothy Gromen (Industrial Hygienist Production Manager) with a rate of \$85/hour and an anticipated total of 4 hours will be \$340.

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Dennis Gober (Industrial Hygienist Technician) with a rate of \$65/hour and an anticipated total of 8 hours will be \$520.

Mark Schlager (Certified Industrial Hygienist) with a rate of \$110/hour and an anticipated total of 4 hours will be \$440.

The total estimated amount for all employees for the initial testing portion will be \$2,320.

Once again, these are only "estimates" provided without physically examining any conditions on site. This DOES NOT include any hours that we will be working on the project if any remediation needs to be done.

**Mold Testing & Remediation Allowance Breakdown**  
**A/E: Rodier Ebersberger Architects**

Project # P1111-00

Project Name: Interpretive Center Renovations

Project Location: Liberty State Park, Jersey City

**Final / Accepted**  
**Fee Proposal**

PROJECT PHASE OR TASK	FIRM NAME	SUB CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE		TOTALS PER TASK
		Environmental Design, Inc	Environmental consultant	
SCHEMATIC DESIGN (Initial Testing) *	HOURS	28		28
	AMOUNT	\$2,320		\$2,320
DD / FINAL DESIGN (Remediation Plan & Specs)	HOURS	66		66
	AMOUNT	\$5,420		\$5,420
PERMIT APPLICATION	HOURS	8		87
	AMOUNT	\$680		\$680
DESIGN SUB-TOTALS	HOURS	102		102
	AMOUNT	\$8,420		\$8,420
BIDDING & AWARD	HOURS	16		16
	AMOUNT	\$1,360		\$1,360
CONSTRUCTION PHASE (Remediation)	HOURS	88		88
	AMOUNT	\$6,920		\$6,920
PROJECT CLOSE-OUT	HOURS	22		22
	AMOUNT	\$1,800		\$1,800
CONSTRUCTION ADMIN SUB-TOTALS	HOURS	126		126
	AMOUNT	\$10,080		\$10,080
TOTALS	HOURS	228		228
	AMOUNT	\$18,500		\$18,500
<b>TOTAL</b>				\$18,500

Highlighted items can only be estimated until test results are completed

\* See attached breakdown from EDI

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**

**AGREEMENT  
BETWEEN THE STATE OF NEW JERSEY AND THE  
CONSULTANT**

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- F. Consultant Compensation
- General Conditions



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In this AGREEMENT made upon notice of acceptance by the Owner of the Consultant's Proposal

BETWEEN the Owner:                   State of New Jersey, by and through its  
  Contracting Agent, the Deputy Director of the  
  Division of Property Management and Construction in  
  the Department of Treasury

and the Consultant, as noted in the Notice of Award for Project:

The Owner and the Consultant agree as set forth below:

**A.       CONSULTANT'S RESPONSIBILITIES**

**A.1     GENERAL**

- A.1.1     The Consultant shall become fully familiar with the contractual obligations of all entities doing work for the project and all relevant project documentation.
- A.1.2     The Consultant shall be responsible for satisfying all of the obligations described in this AGREEMENT, even if such obligations are not addressed in the Consultant's proposal(s). This AGREEMENT establishes the minimum obligation of the Consultant which obligations may be supplemented by the consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3     The consultant shall comply with all requirements in the Procedures for Architects and Engineers, Second Edition, or subsequent editions. The Procedures for Architects and Engineers sets forth requirements, including but not limited to, those regarding: These requirements are in addition to those in this AGREEMENT.
- A.1.4     The Consultant services consist of those services performed by the Consultant, the Consultant's employees, the Consultant's sub-consultants and contractors. The Consultant shall utilize the key staff members identified in its Technical Proposal. The Consultant shall notify the Owner in advance of any proposed change in its key staff members identified in its proposal. The Consultant shall submit to the Owner for approval the name and qualifications of proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5     All claims against Consultants for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6     Errors and Omissions evaluation and processing will be carried out in accordance with the latest edition of the Policy and Procedure authorized by the Owner at the time of the Request for Proposals.
- A.1.7     Any changes to this AGREEMENT must be made in writing in the form of an approved Amendment. The Amendment must be approved by the Owner's Contracting Officer.

- A.1.8 Any work performed by the Consultant without an Amendment from the Owner that differs from this AGREEMENT is done at the Consultant's own financial risk, any additional work done on the Consultant's own initiative without an approved Amendment is done at the Consultant's own financial risk.
- A.1.9 The Consultant shall promptly notify the Owner of any changes to the scope of services which increase or decrease the Consultant services. No such change in scope shall be performed by the Consultant, without prior written approval by the Owner. Notice of request for additional compensation shall be given to the Owner within 30 working days of the event giving rise to such a request with accompanying justification for the change and a detailed breakdown of the basis for the costs.
- A.1.10 The Consultant shall maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available for audit to the New Jersey Office of the State Comptroller or any other State audit agency upon reasonable demand.

## **A.2 DESIGN PHASE**

- A.2.1 All documents including drawings and specifications, any changes, revisions or amplifications thereof, as well as all construction cost estimates, shall be subject to the written approval of the Owner before the documents are accepted. The approval of drawings by the Owner is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes.
- A.2.2 Construction documents must comply with the latest adopted edition of the Uniform Construction Code in effect at the time of approval by the Owner at the FINAL REVIEW phase as defined in the scope of work.
- A.2.3 Unless otherwise provided in the AGREEMENT documents, the Consultant will be requested to secure and be reimbursed for payment of all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work and which are legally required at the time of receipt of bids.
- A.2.4 In the event that the construction bids received are in excess of 5% of the approved Consultant's final estimate for construction of the project, and changes to drawings and/or specifications are required to meet such approved estimate, the Consultant shall redesign and/or set up sufficient approved alternate designs, plans and specifications for the project work, to secure a bid that will come within the allocation specified by the Owner without impacting the programmatic requirements of the project. Such redesign work and changes to plans, including reproduction costs for submission in order to obtain final approval and permits, shall be undertaken by the Consultant at no additional cost to the Owner.

## **A.3 CONSTRUCTION ADMINISTRATION PHASE**

- A.3.1 If the scope of work calls for construction administration services, the following shall apply:
- A.3.2 The Consultant shall visit the site at scheduled intervals appropriate to the stage of construction of the Project to become generally familiar with the quality and progress of the construction work that has been completed and to determine, in general, if the construction work is being performed in a manner indicating that, when completed, the work will be in accordance with the contract documents. The Consultant shall not be required to make continuous and/or exhaustive on-site inspections to check the quality or the quantity of the construction work. On the basis of the on-site observations, the Consultant shall keep the Owner informed of the progress and quality of the construction work in order to endeavor to guard the Owner against defects and deficiencies in the work.

- A.3.3 At all times the Consultant shall have access to the work to determine if it is proceeding in accordance with the Contract documents. However, neither the Consultant nor its sub-consultants shall have control over or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction. The Consultant shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the contract documents. Except as otherwise provided in this AGREEMENT, the Consultant shall not have control over or charge of acts and omissions of the contractor's, construction subcontractors, or their agents or employees, or any other persons performing the work.
- A.3.4 Based on the Consultant's observations and evaluations of the construction contractor's Applications for Payment, the Consultant shall certify the amounts due to the construction contractor's.
- The Consultant's certification of payment shall constitute a representation to the Owner, based on the Consultant's observations at the site as provided above, and the data contained in the construction contractor's Applications for Payment, that the construction contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the contract documents. The former representations are subject to an evaluation of the construction work for conformance with the contract documents upon substantial completion, to results of subsequent tests prior to completion and specific qualifications expressed by the Consultant. The issuance of Certificate of Payment shall further constitute a representation that the construction contractor's subcontractors for the project are entitled to payment in the amount certified. Issuance of Certificates of Payments are not a representation that the Consultant has (1) made continuous and exhaustive inspections to check the quality or quantity of work, (2) reviewed the construction contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from construction contractor's subcontractors and material suppliers and other data requested by the Owner to substantiate construction contractor's right to payment or (4) ascertained how and for what purpose the construction contractor's has used money previously paid on account of contract sum. These are the construction contractor's responsibilities under the contracts for construction.
- A.3.5 Within ten (10) working days of the date that it receives a change order request from the Owner, the Consultant shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders. If the nature of the work described in the change order is complex, the Owner representative may grant the Consultant additional time, if requested in writing by the Consultant, to evaluate the change order.
- A.3.6 The Consultant shall have the authority to reject construction work on the project that does not conform to the contract documents. In such cases the Consultant will advise the Owner of the rejection. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the contract documents, the Consultant will have the authority to require additional inspection or testing of the work in accordance with the contract documents, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of or by the Consultant to the construction contractor's construction subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the construction work on the project.
- A.3.7 The Consultant shall review and approve or take other appropriate action upon the construction 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. The Consultant's action shall be taken with such reasonable promptness as to cause no delay on the construction work on the project, while allowing for sufficient time in the Consultant's professional judgment for adequate review. Since it is the construction contractor's responsibility to do so under the contracts for construction, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation and performance of equipment or systems designed by the construction contractor's. Unless otherwise provided in this AGREEMENT, these remain the responsibility of the construction contractor's to the extent required by the contract documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, manners, methods, techniques, sequences or procedures. The consultant's approval of specific items shall not indicate approval of an assembly of which the item is component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Consultant shall be entitled to rely upon such certifications to establish that the materials, systems, or equipment will meet performance criteria required by the contract documents.

- A.3.8 The Consultant's responsibilities for Construction Administration commences with the award of the construction contract and terminates at the earlier of the issuance to the Contractor of a Final Certificate of Payment or sixty (60) working days after the date of substantial completion of the construction work.

## **B. OWNER'S RIGHTS AND RESPONSIBILITIES**

### **B.1 OWNER'S RIGHTS**

- B.1.1 The Owner shall have the right to perform work related to the project and to award contracts in connection with the project that are not part of the Consultant's responsibilities under the AGREEMENT. The consultant shall notify the Owner in writing if any such independent action will in any way compromise the Consultants' ability to meet their responsibilities under the AGREEMENT.
- B.1.2 The Owner reserves the right to approve the Consultant's personnel and to require a replacement satisfactory to the Owner. The Owner reserves the right to have such person replaced if, in the judgment of the Owner, any such person proves unsatisfactory. However, such replacement must fit within the rate/fee structure or the Owner has the option for a higher rate person for which the Consultant shall be compensated.
- B.1.3 The Owner shall have the right to effect the removal of any of the Consultant's employees at any time during the duration of the AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the AGREEMENT, or said employee is for any reason found to be unsuitable for the work. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for approval by the Owner.
- B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to this project from the Owner to another State Agency, Authority or Commission at any time during the life of the project. In doing so, the Consultant agrees to continue to perform all contractual work under the AGREEMENT. The Consultant shall make no claim against the Owner in the event of such assignment.
- B.1.5 The Owner may make changes in the scope of services within the general scope of the AGREEMENT. The Owner may also make changes to the scope of the project which may give rise to changes in the scope of the Consultant services. In such case, the Consultant shall be entitled to an adjustment in fee and in other terms and conditions of the AGREEMENT.

## **B.2 OWNER'S RESPONSIBILITIES**

- B.2.1 The Owner is contracting for the Consultant's services through the Contracting Officer of the Owner, the Division of Property Management and Construction (DPMC). The Contracting Officer is an officer of the State Department of the Treasury, DPMC and is responsible for the administration of the work of the DPMC. The Contracting Officer represents the Owner, either directly or through an appointed representative, in all dealings with the Consultant.
- B.2.2 The Owner shall provide information regarding the requirements of the project, including a scope of work which shall set forth the Owner's objectives, constraints and criteria, including space requirements, special equipment, systems and site requirements, budget constraints and the required date of completion.
- B.2.3 The Contracting Officer shall designate a Project Manager authorized to act on the Owner's behalf with respect to the project. The Contracting Officer's representative has only those duties which are required of an owner. The responsibility for completion of this project pursuant to the contract documents remains that of the Contractor(s). The responsibility for performance of the Consultant contractual obligations remains with the Consultant.
- B.2.4 The information required in the above paragraphs in this Article shall be furnished at the Owner's expense.

## **C. CONTRACT DOCUMENTS**

- C.1 The following items identify the contract documents comprising the AGREEMENT.
1. AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT
  2. GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
  3. REQUEST FOR PROPOSAL DATED \_\_\_\_\_ INCLUDING:
    - 3.1 SCOPE OF WORK
    - 3.2 CONSULTANT PROPOSAL PACKAGE
  4. PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
  5. CONSULTANT'S TECHNICAL PROPOSAL
  6. CONSULTANT'S FEE PROPOSAL
  7. NOTICE OF AWARD/NOTICE TO PROCEED LETTER

## **D. PROFESSIONAL LIABILITY INSURANCE**

- D.1 The Consultant shall maintain Professional Liability Insurance with limits required in the Consultant Proposal Package for the Project. The insurance carrier shall be registered with the N. J. Department of Insurance and licensed or authorized to conduct business in the State of New Jersey, as required by law. In the event of a loss, the Consultant shall be held responsible for payment of any deductible as though there were no deductible. Such insurance shall be maintained for a period of not less than six months following the actual completion and acceptance of the project by the Owner. Contractual Liability Insurance is not acceptable.

## **E. CONSTRUCTION COST**

- E.1 It is understood that the limit of funds available for construction (CCE) exclusive of permits, land costs, furnishing, contingencies and professional fees will be as noted in the project scope of work.

## **F. CONSULTANT COMPENSATION**

- F.1 The Consultant's firm will be compensated for professional services as indicated in the Notice of Project Award in accordance with the fee proposal submitted by the Consultant and negotiated and/or accepted by the Owner. The Owner will compensate the Consultant in accordance with the following terms and conditions:
- F.1.1 The lump sum payable to the Consultant as established in their Fee Proposal shall compensate the consultant in full for all services as described in the Notice of Project Award. The start of compensation shall commence with the issuance of the project's Notice of Award/Notice to Proceed.
- F.1.2 The Consultant shall submit a payment schedule to the Owner's representative for approval prior to submittal of the Consultant first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.
- F.1.3 The monthly compensation to the Consultant shall be paid in accordance with the payment schedule submitted by the Consultant and approved by the Owner.
- F.1.4 Duration of services shall be as defined in the scope of work commencing on the date of the issuance of the Notice to Proceed.
- F.1.5 Services provided under this AGREEMENT shall commence on the date of the written Notice to Proceed issued by the Owner. Unless otherwise ordered by the Owner in writing, the Consultant shall initiate its contract work no later than five (5) working days after its receipt of the Notice to Proceed. A Notice to Proceed may be issued by the Owner at its convenience. Any right of the Consultant to an adjustment because of a delay in issuing a Notice to Proceed shall be determined in accordance with the GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
- F.1.6 Should the Project duration be extended and the Owner requests continuation of services beyond the contracted duration, then the Consultant agrees to furnish services in accordance with the terms of the Consultant AGREEMENT for the additional period required for completion of the Project.
- F.1.7 The Owner shall not be liable to the Consultant for indemnification, damages, or costs of any kind sustained by the Consultant as the result of the negligence or breaches of contractual obligations committed by the Consultants Sub Consultant(s), Contractor(s) or any other third party.
- F.1.8 The Owner shall reimburse the Consultant for Owner requested continuation of services beyond the specified contract period based upon the values identified in the approved payment schedule which correspond to the activities for which the extended services are being requested.
- F.1.9 To the extent that the Consultant's services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT