

ARCHITECT OF RECORD

AGREEMENT made this 1st day of July 2024, between the Paulsboro School District Board of Education, 662 North Delaware Street, Paulsboro, NJ 08066 (hereinafter called the Board) and Garrison Architects, 713 Creek Road, Bellmawr, NJ 08031 (hereinafter called the Architect) for the calendar period from July 1, 2024 to June 30, 2025.

WHEREAS, the Board is a public corporation duly embodied under the statutes of the State of New Jersey, more specifically Title 18A, and as such is charged with the operation of the Paulsboro School District; and

WHEREAS, the Board contemplates undertaking various building projects designed to maintain and improve the physical condition of the existing school buildings within the District.

WHEREAS, the Architect is qualified to act as the Board's representative and agent in all phases of design and construction of these various projects of the Board and as such, agrees to assist and render services upon the terms and conditions provided in this agreement; and

WHEREAS, the Architect represents that they are licensed architects in the State of New Jersey and desire to provide professional services for the Board as hereinafter provided in this agreement; and

WHEREAS, the Architect will or did submit a proposal of charges for specific projects (renovation/new construction) or hourly rates of professionals to be employed in further of representation of the Board, said proposal and supplemental letter being attached hereto and made part of this agreement as "Schedule of Fees" and Appendix "A". In addition, Appendix "A" represents a schedule of reimbursement for additional services and reimbursable costs and expenses.

NOW, THEREFORE, the parties agree as follows.

1. ARCHITECT'S RESPONSIBILITIES

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Architect shall submit for the Board's approval a schedule for the performance of the Architect's services for each project which may be adjusted in writing by mutual agreement of the parties as any project proceeds, and shall include allowances for periods of time required for the Board's review and for approval of submissions by authorities having jurisdiction over any project. Time limits established by this schedule approved by the Board shall not, except for reasonable cause, be exceeded by the Architect or Board.

The Architect will follow the current accepted standards of the profession in the contract jurisdiction in performing all services under this agreement.

2. SCOPE OF ARCHITECT'S BASIC SERVICES

A. The Architect's basic services shall be performed by the Architect in accordance with Garrison Architects' standard AIA B141 1987 edition Owner / Architect Agreement, the terms and conditions of which are incorporated herein, by reference. To the extent there are any inconsistencies between that contract form and this document, the terms of this contract shall take precedence. This description of basic services shall be incorporated herein and shall include the normal architectural services, structural, mechanical and electrical engineering services necessary to produce a reasonable complete accurate set of construction documents. Identification and/or removal of hazardous materials, geotechnical engineering and site survey work are not included in our basic fee services as they would be

excluded from coverage by our Professional Liability Policy. In the event services which are not part of the architects' basic services such as asbestos, civil engineering or any other specialized engineering services are required, they will be contracted on an as-needed basis by the Owner.

B. The Architect shall review and analyze programs furnished by the Board to ascertain the requirements of any project and shall arrive at a mutual understanding of such requirements with the Board and then commit such understanding to writing and shall furnish a copy of said understanding to the Board for approval before proceeding with preliminary designs.

C. The Architect shall act as the Board's representative/agent in all pertinent phases of design and construction including assisting the Board with all aspects of documents preparation. Any documentation prepared by Architect, shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of development of the documents. It is understood by Board and Architect that approval by the Board shall be deemed to be approval of the concept but not the means, techniques or methods of construction.

D. The Architect will provide other services to the Board in further completing the various projects of the Board. Such other services shall include preparation of documents, preparation of bid documents for projects, limited administration of construction for said projects as may be agreed to between the parties. The Architect shall be responsible for providing administration of construction contracts on projects approved by the Board and assist in the coordination of services necessary in connection with the construction performed or equipment needed, including establishing and conducting regular meetings as deemed necessary for assessing the progress of the project. During the construction phase of the project the Architect will advise/recommend payment of contractors' bills.

E. The Architect shall be prepared to serve and shall serve when requested by the Board as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Board or the Architect is a party concerning any project as part of its basic services billable on an hourly rate.

F. The Architect shall also provide estimates of construction costs on proposed projects for approval by the Board or their representatives. The Board acknowledges that the Architect is not a guarantor of its construction cost estimates, which may vary based upon market conditions.

G. Hazardous Materials and Infectious Disease Transmission: Pursuant to section N.J.A.C. 13:27-5.1(c) of the NJ Administrative Code, architects may not provide services for which they do not have the requisite knowledge, skill, experience and training. Client acknowledges that it has been advised that Garrison has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous materials or for making any design recommendations intended to limit the transmission of any infectious diseases, which recommendations should come from a properly qualified consultant, i.e. an industrial hygienist, retained by the Client. Client further acknowledges that Garrison shall bear no responsibility for any claims or circumstances arising out of or related to the implementation of any of the design recommendations made by client's consultant.

3. BOARD RESPONSIBILITIES

A. The Board shall provide full information regarding requirements for any project, including surveys, title work, and a program which shall set forth the Board's objectives, schedule, constraints and criteria. Architect shall be entitled to rely upon all such information.

B. The Board will provide budgetary information and in conjunction with and in agreement with will set the Project Budget.

C. In the event Architect determines any survey, environmental, legal, accounting or insurance counseling services are necessary for the Board, said request shall be made to the Board in writing.

D. The Board shall, with the Architect's assistance, identify requirements for any project including a program which shall set forth the Board's objectives, schedule, constraints and criteria including space requirements and relationships, flexibility, expendability, special equipment, systems and site improvements.

E. Prompt written notice shall be given by the Board to the Architect if the Board becomes aware of any faults or defects in any project or nonconformance with contract documents, but the Board's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Board shall have no duty of observation, inspection or investigation.

F. The Board shall fully disclose to the Architect any existing deficiencies, problems or defects with regard to mechanical, electrical, plumbing, storm water management or structural systems.

4. CLAIMS AND DISPUTES

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and determined by a Court of competent jurisdiction venued in Gloucester County, New Jersey.

5. TERMINATION, SUSPENSION OR ABANDONMENT

A. This agreement may be terminated by either party upon not less than seven (7) 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.

B. This agreement may be terminated by the Board upon not less than seven (7) days written notice to the Architect in the event that any project is abandoned. If any project is abandoned by the Board for more than ninety (90) consecutive days, the Architect may terminate this agreement by giving written notice.

C. Failure of the Board to make payments to the Architect in accordance with this agreement and the schedule of payments agreed to between the parties shall be considered substantial nonperformance and cause of termination.

D. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed to date prior to termination.

E. Notwithstanding any of the above contract language, either party may terminate this agreement without cause upon giving the other party sixty (60) days written notice of intention to terminate.

6. GOVERNING LAW, ASSIGNMENTS, REPRESENTATIONS

A. Unless otherwise provided, this agreement shall be governed by the laws of the State of New Jersey.

B. The Board and the Architect respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither Board nor Architect shall assign this agreement without the written consent of the other.

C. This agreement represents the entire integrated agreement between the Board and the Architect and supersedes all prior negotiations, representation or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Board and the Architect.

7. PAYMENTS TO THE ARCHITECT

Payments to on account of the Architect's services shall be made monthly upon presentation of the Architect's statement of services rendered and completion of affidavit of services provided in accordance with the Board's payment procedures.

8. BASIS OF COMPENSATION

The Board shall compensate the Architect for the scope of services provided in accordance with the attached "Schedule of Fees".

9. NOTICES

All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of the agreement and has been duly communicated to the party given notice.

10. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or enforceability shall not affect any other provisions of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

11. NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY PROVISIONS

11.1 For Projects subject to the provisions of the New Jersey Educational Facilities Construction and Finance Act, P.L. 2000, c. 72, enacted on July 18, 2000 and amended on August 6, 2007 by P.L. 2007, c. 137 (The ACT), the Architect agrees to comply with all requirements imposed upon the Board and by the New Jersey Schools Development Authority "Development Authority" in connection with the Board's application for a Grant therefrom to partially finance the Work. In the event of any inconsistencies between the Development Authority requirements and any other provisions of the Contract Documents, the Development Authority requirements shall prevail. The applicable Development Authority requirements include the following [references in brackets are applicable provisions of the current Development Authority Section 15 Grant Agreement]:

11.2 Architect understands that it may be debarred, suspended or disqualified from contracting and/or working on the Project if found to have committed any of the acts listed in N.J.A.C. 19: 38A-4.1 et seq., N.J.A.C. 17:19-3.1 et seq. or any applicable regulation issued by the Financing Authority (e.g., N.J.A.C. 19:30-2.1 et seq.) or the Development Authority (e.g., N.J.A.C. 19:38A-4.1 et seq.) [3.3.3.1 & 2].

11.3 Architect agrees to comply fully with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6A:7-1.5. Architect agrees by contract and guarantee to afford equal opportunity in accordance with an affirmative action program approved by the State Treasurer. During the term of this Contract, Architect shall abide by the following provisions: [3.5]

11.3.1 Architect shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Architect shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. [3.5.1]

11.3.2 Architect, in all solicitations or advertisements for employees placed by or on behalf of the Architect, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. [3.5.2]

11.3.3 Architect shall send to each labor union or representative of workers with which the Architect has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Board, advising the labor union or workers' representative of the Board's and Architect's commitments regarding nondiscrimination and shall post copies of the notice in conspicuous places available to employees and applicants for employment. [3.5.3]

11.4 Architect represents that, to the best of its knowledge, none of its employees are engaged in conduct which constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq. [3.6.2]

11.5 This contract is assignable to the Development Authority. [3.7]

11.6 Architect agrees to diligently pursue the construction of the Project and its other responsibilities under this Agreement. [3.11.1]

11.7 Pursuant to Section 5.3 of the NJSDA Grant Agreement and its subsections, The Development Authority, the Financing Authority, the New Jersey State Police, the DOE, the DCA and the DOL, as well as their respective agents, may at their discretion and cost, investigate, audit, examine and inspect the activities, documents, work product arising from audits, records and accounts (pertaining to the Project) of the District.

Garrison Architects will maintain all records and accounts for the project necessary to evidence compliance with the ACT, NJSDA Agreement, the PSAL, the Grant Agreement and all relevant laws and regulations, and to submit these records and accounts to the Development Authority, the Financing Authority, the DCA, the DOL and the New Jersey State Police or their agents at their request.

Garrison Architects will retain financial records, supporting documents and all other records which relate in any way to the School Facilities Project and/or to the Grant. during the Term of the Agreement and for ten (10) years after Closeout, provided however, if any litigation, claim or audit

relating to the School Facilities Project and/or the Grant is commenced prior to the Expiration, such records and documents shall be retained until all litigation, claims or audit findings involving the records have been resolved.

The Financing Authority or the Development Authority may request transfer of certain records to its custody from the District and the Contracted Parties for a maximum period of ten (10) years after the Expiration Date in the event that the Financing Authority or the Development Authority determines, at their discretion, that such records possess long-term retention value. The Financing Authority and the Development Authority will make arrangements with Garrison Architects to reproduce or share retention, at the Financing Authority's and/or the Development Authority's expense, of any records that are continuously needed for joint use.

12. SOLICITATIONS

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

13. OTHER CONDITIONS OF SERVICE

A. It shall be the duty of the Architect throughout the term of this agreement, as part of basic services, to make a prompt written record of all meetings, conferences, discussions and decisions made between and/or among the Board, the Architect and contractor during all phases of any project and concerning any material condition in the requirements, scope, performance and/or sequence of the work and to provide promptly a copy of such record to the Board or the contractor.

B. The Architect shall maintain in force and effect for the life of the Project the following minimum types and levels of coverage. These coverages shall be maintained from one or more insurance companies licensed to do business in the State and rated as A or better as determined by A.M. Best Company or through formal, fully funded self-insurance programs authorized by law and acceptable to the Board and the Development Authority. All policies shall incorporate a provision requiring the giving of written notice to the Board and to the Development Authority by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or non-renewal of any such policies. The Architect shall submit two certificates of such insurance to the Board, and the Board shall forward one to the Development Authority. The minimum required coverages are:

- a. Professional Liability Insurance (Errors and Omissions). Such coverage shall not be less than \$1,000,000 per claim and shall cover a period from the commencement of the Architect's work on the Project to a date five (5) years after the date of final payment by the Development Authority or, if said coverage is not commercially available for such term, then for such term as is commercially available. [5.7.1]
- b. Commercial General Liability Insurance. Basic coverage shall not be less than \$1 million. Policy shall name the Board, the State of New Jersey, the NJ Department of Education, the New Jersey Schools Development Authority, and the New Jersey Economic Development Authority are named as additional insured with respect to commercial general liability. [5.7.2.]
- c. Workers Compensation Insurance. Such coverage shall be as follows [5.7.3.]:
 1. Workers' Compensation Statutory
 2. Employers' Liability \$500,000

- d. Comprehensive Automobile Liability Insurance. Such policy shall include coverage for all owned, non-owned and hired vehicles, covering bodily injury and property damage in the amount of \$1 million combined single limit. Policy shall name the Board, the State of New Jersey, the NJ Department of Education, the New Jersey Schools Development Authority, and the New Jersey Economic Development Authority are named as additional insured with respect to automotive liability. [5.7.5]

C. All of Architect's work product relating to the project feasibility, design and construction prepared by Architect shall become the property of the Board upon full payment for the Architect's services.

D. The Architect assumes no liability for plan changes that are required as part of an agency's review process, nor any liability for further ramifications which occur as a result.

E. The Architect offers no warranties or guarantees associated with the services rendered under this contract. It is understood that the services rendered shall be of the same "standard of care" as offered by other professionals in this field.

F. The Board agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the Architect's work product without the prior written consent of the Architect.

G. The Owner agrees to limit Garrison Architects' liability to the Owner, to all construction Contractors and Subcontractors on the project and to any third persons, due to Garrison Architects' professional negligent acts, errors or omissions, such that the total aggregate liability of Garrison Architects, including litigation fees and costs, shall not exceed Garrison Architects' total fee for services rendered on this project. The Owner agrees to defend and indemnify Garrison Architects for any claims above said amount.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first above written.

WITNESS:


Paulsboro Board of Education

(print name)


BY: _____
(print name)

WITNESS:

Garrison Architects



Joanne Minniti


BY: Robert N. Garrison, Jr.

APPENDIX A
GARRISON ARCHITECTS' SCHEDULE OF FEES
2024 - 2025

1. Reports, surveys and studies - hourly fee, if incorporated into a construction project, the report fee will be credited to the design phase. See Standard Fee Schedule

2. The following percentages (based on estimated or actual project cost whichever is greater) will be billed:
 - A. Renovations/Alterations:

a.	Project up to \$100,000	-	<u>12.0%</u>
b.	Projects between \$100,000 - \$250,000	-	<u>11.0%</u>
c.	Projects between \$250,000 - \$400,000	-	<u>10.5%</u>
d.	Projects between \$400,000 - \$550,000	-	<u>10%</u>
e.	Projects between \$550,000 - \$700,000	-	<u>9.5%</u>
f.	Projects between \$700,000 - \$850,000	-	<u>9.0%</u>
g.	Projects between \$850,000 - \$1,000,000	-	<u>8.5%</u>
h.	Projects over \$1,000,000	-	<u>8.0%</u>

 - B. Additions with renovations (based on the size of the addition):

a.	Projects up to 5,000 sq. ft.	-	<u>10.0%</u>
b.	Projects between 5,000 - 10,000 sq. ft.	-	<u>9.5%</u>
c.	Projects between 10,000 - 20,000 sq. ft.	-	<u>9.0%</u>
d.	Projects between 20,000 - 30,000 sq. ft.	-	<u>8.5%</u>
e.	Projects over 30,000 sq. ft.	-	<u>8.0%</u>
f.	Projects over 40,000 sq. ft.	-	<u>7.5%</u>

 - C. New Construction (based on size of the building):

a.	Projects up to 50,000 sq. ft.	-	<u>8.0%</u>
b.	Projects 50,000 - 125,000 sq. ft.	-	<u>7.5%</u>
c.	Projects over 125,000 sq. ft.	-	<u>7.25%</u>

3. Technology Information, Security, Telecommunication equipment - preparation of detailed plans and specifications, only as directed by the Board of Education, at a flat fee of 10%

4. Development and Update of Five-Year Maintenance and Capital Improvement Plan shall be billed hourly at the rate of \$85.00 per hour.

5. Billing breakdown:

Schematic Design	20%
Design Development	20%
Construction Documents	35%
Bidding and Negotiation	5%
Construction Administration	20%

APPENDIX A
STANDARD FEE SCHEDULE

1. ADDITIONAL SERVICES

1.1 The Board of Education shall pay for additional services performed by Garrison Architects at the request or with the authorization of the Board of Education, at the following rates, which are subject to adjustment during the months of June and December of each calendar year, or a percentage of the project cost or a negotiated fee agreed upon by all parties.

The hourly rate will be \$150.00 per hour for Principals Robert N. Garrison, Jr., and Brooks W. Garrison, RA. Project Architects Frank J. DeFranco, RA, Glenn S. Claypool, AIA, Louis V. Profera, RA and Scott C. McLaughlin, RA will be billed at the rate of \$125.00 per hour. Project Director Shawn Flaherty will be billed at the rate of \$110.00 per hour. Computer Design time will be billed at the rate of \$65.00 per hour. Clerical will be billed at the rate of \$35.00 per hour.

1.2 Such additional services shall include, but not limited to: (a) the preparation of additional studies, incorporation of criteria changes; (b) changes in governmental policies; (c) coordination and review of work by others on project; (d) if attendance at and/or preparation for meetings, hearings, etc. exceed contract allowance (e) contractor defaults or major workmanship defects; and (f) other services similar to those set forth in the Scope of Services and not otherwise covered by the Agreement.

2. REIMBURSABLE COSTS AND EXPENSES

The Base Fee and fees for additional services do not include the following reimbursable costs and expenses, which shall be reimbursed to Garrison Architects by the Board of Education, in accordance with the agreement:

A. All postage, shipping charges, and other similar charges will be billed at 1.1 times the amounts billed to Garrison Architects. Reproduction of full-sized prints will be billed at \$2.00 per sheet. Laminating of a foam core presentation board will be billed at the rate of \$50.00 per board. Color reproductions will be billed at the rate of .25¢ each for 8-1/2" x 11" and .50¢ each for 11" x 17".

B. Fees paid for securing approval of authorities having jurisdiction over the project.

C. Perspectives and renderings not described in the Scope of Services prepared by the Board of Education's request.

D. Fees paid for consultants performing functions for Garrison Architects outside the Scope of Services in the Agreement when such services are requested by the Board of Education will be billed at 1.25 times the amount of the Consultant's invoice.

E. Other costs and expenses similar to those set for the above incurred at the Board of Education's written request.