

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
WESTFIELD ARCHITECTS & PRESERVATION CONSULTANTS**

THIS CONTRACT is made effective the 10th day of May 2022, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **WESTFIELD ARCHITECTS & PRESERVATION CONSULTANTS**, with a mailing address of 425 White Horse Pike, Haddon Heights, New Jersey 08035, hereinafter referred to as "**Consultant**".

RECITALS

WHEREAS, the County has need to contract for archaeological consulting services for the exterior restoration and preservation of the James and Ann Whitall House, located within the Red Bank Battlefield Park, as funded through a 2019 grant from the NJ Historic Trust for such purpose; and

WHEREAS, Consultant represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Consultant do hereby agree as follows:

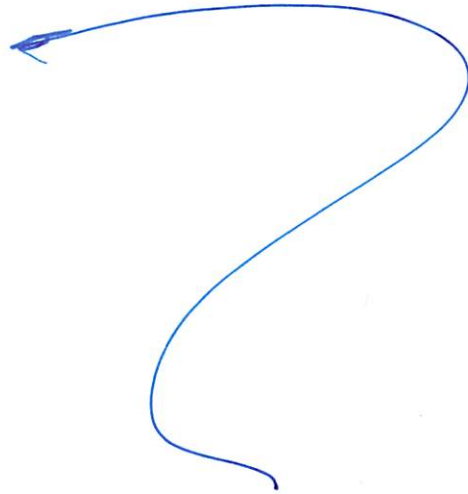
TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing May 10, 2022, and concluding upon project completion, or on December 1, 2023, whichever shall occur sooner.
2. **COMPENSATION**. Consultant shall be compensated pursuant to the fee schedule set forth in the Consultant's proposal (hereinafter "proposal"), which is attached hereto, and is incorporated into and made part of this Contract, by reference. Consultant shall be paid an amount not to exceed \$16,730.00.

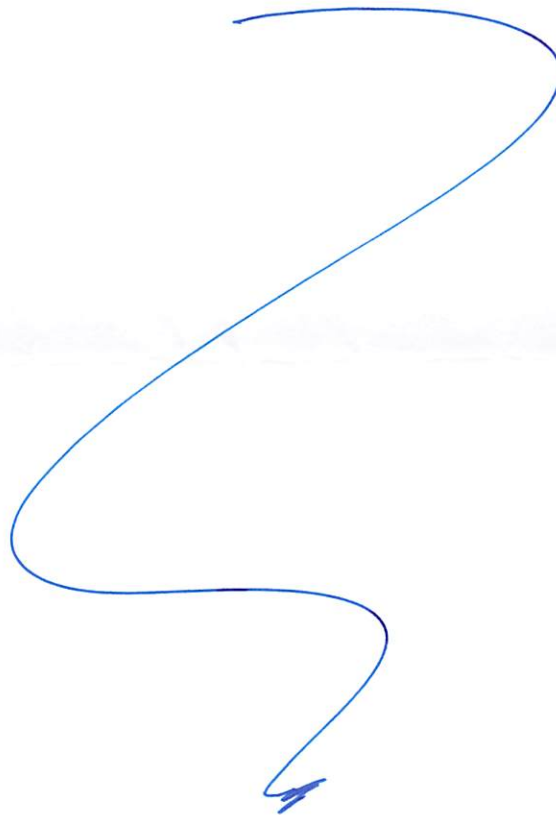
Consultant shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of final payment by Consultant shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.



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3. **DUTIES OF CONSULTANT.** The specific duties of the Consultant are as set forth in Consultant's proposal dated May 9, 2022, which is attached hereto and made a part hereof.

Consultant agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Consultant agrees as follows:

The Consultant or subcontractor, where applicable, will 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, sex, veteran status or military service. Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and 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, sex, veteran status or military service. Such equal employment opportunity 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Consultant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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, sex, veteran status or military service.

The Consultant or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Consultant or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Consultant or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Consultant shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Consultant shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Consultant or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the bid specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Consultant is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Consultant's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Consultant or subcontractor, where applicable, shall fail to fulfill in timely and proper manner obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Consultant. If the Contract is terminated by the County as provided herein, the Consultant will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Consultant or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Consultant during the performance of the services specified by this Contract,

including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Consultant, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Consultant or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Consultant's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Consultant's failure to provide for the safety and protection of its employees, or from Consultant's performance or failure to perform pursuant to the terms and provisions of this Contract. Consultant's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Consultant shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Consultant shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Consultant is a member of a profession that is subject to suit for professional malpractice, then Consultant shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Consultant shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Consultant also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Consultant either refuse or neglect to perform the services that Consultant is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Consultant's failure to perform, then and in that event, such expense shall be deducted from any payment due to Consultant. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Consultant shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Consultant agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Consultant, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notices by regular and certified mail to the addresses set forth above, or by personal service, or if such notices cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Consultant is an independent Contractor and is not an agent or employee of the County of Gloucester.

20. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Consultant agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

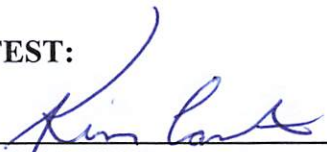
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Consultant's proposal, which is attached hereto and made a part hereof. Should a conflict occur between this form of Contract and the proposal, then this Contract shall prevail.

THIS CONTRACT is dated this 10th day of May, 2022.


IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Qualified Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

ATTEST:



KIM LARTER,
QUALIFIED PURCHASING AGENT

COUNTY OF GLOUCESTER



TRACEY N. GIORDANO,
TREASURER/CFO

WITNESS:



**WESTFIELD ARCHITECTS &
PRESERVATION CONSULTANTS**



MARGARET WESTFIELD

Proposal for
Professional Services

EXTERIOR RESTORATION

JAMES AND ANN WHITALL HOUSE

100 Hessian Avenue
National Park, NJ 08063

presented to:
Chuck Rose
Gloucester County, Parks & Recreation
Shady Lane Complex
254 County House Road
Clarkshoro, NJ 08020

9 May 2022

Westfield Architects
& Preservation Consultants

PROBLEM STATEMENT

Now that the roof replacement project is finished, Gloucester County intends to proceed with the rest of the 2019-grant funded scope for the exterior preservation of the James and Ann Whitall House. This work involves the restoration of the brick and stone masonry, along with restoration of the exterior doors and two windows, and exterior painting. Architectural services are required to prepare construction documents, coordinate the bidding process, and provide construction administration services.

PROJECT OVERVIEW

The Whitall House at Red Bank Battlefield is a National Historic Landmark constructed in 1748 with an eighteenth-century, two-story stone kitchen addition and two small, nineteenth-century additions. The Whitall property was the site of the Battle of Red Bank during the Revolutionary War and the house was used as field hospital after the battle. The house is significant for its association with the Battle of Red Bank, as well as for its high-style but restrained expression of the Georgian style and unusual floor plan that incorporated compartmented business and living space.

The Whitall House is facing several pressing preservation needs. The masonry is exhibiting pointing deterioration and spalling of the brick. Other work needed to ensure the security of the building envelope includes the restoration of the exterior doors, the restoration of two previously-replaced windows, and exterior repainting.

Westfield Architects & Preservation Consultants has been involved in the preservation of the Whitall House since 1991, when we were hired to make HVAC improvements in the house. Since that time, we have prepared a Needs Assessment and later a Master Plan to guide the on-going preservation work at the site. Some of the projects completed under our guidance include two roof replacements, previous woodwork repair/painting efforts, masonry restoration, chimney reconstruction, plaster restoration, structural stabilization, and accessibility improvements. The County currently wishes to move forward with the next phase of exterior preservation in accordance with the top priority preservation work outlined in the Master Plan.

Therefore, we are proposing to provide architectural services throughout the design and construction process for the Exterior Restoration of the Whitall House scope of work. Our proposal includes complete compliance with the New Jersey Historic Trust's requirements.

METHODOLOGY AND APPROACH

The design and documentation work for the roof restoration will be guided by the historic architect, Margaret Westfield, R.A., assisted by Preservation Specialist Sheila K. Koehler. Westfield Architects will prepare the construction documents and oversee bidding and construction.

Our proposal includes complete compliance with the standards outlined in the New Jersey Historic Preservation Office's publications and 36CFR 61, as well as the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

EXPERIENCE

Westfield Architects & Preservation Consultants has extensive experience providing these services for other historic sites. We have been involved with exterior restorations for the following projects, among others:

All Saints Episcopal Church (1884), Lakewood, NJ
Collins-Jones House ©.1785, c.1808), Burlington
Farmers' Hall (1866), Mt. Laurel
James and Ann Whitall House (1748), National Park, NJ
Kay-Evans House at Croft Farms ©.1748), Cherry Hill
Old Broad Street Presbyterian Church (1795), Bridgeton
Peter Mott House (1845), Lawnside, NJ
Thomas Hollinshead House (1776), Evesham
Thomas and Mary Evens House (1785), Evesham

SCOPE OF WORK

The proposed project is titled **Exterior Restoration of the Whitall House**. Accordingly, the Scope of Work in this proposal focuses on the following:

Restoration and spot repointing of the brick and stone masonry.

Restoration of the exterior doors.

Restoration of two previously-replaced windows on the wing.

Woodwork repairs, surface preparation, and repainting of the exterior.

PROPOSED PROFESSIONAL SERVICES

Architectural Services

Based on the Scope of Work above, we propose to offer the following architectural services:

Construction Documents – We will photograph the areas of work on the building for the purpose of creating base drawings for the Exterior Restoration Project. We will then develop the design and details to incorporate the scope of work, while also researching various products and materials for the specifications. We will then develop Construction Drawings and Technical Specifications for NJHT review, bidding, and permits. We will prepare Qualification Statement forms for use in the bidding documents to make sure the chosen bidder meets the NJHT contractor qualifications.

Bidding and Negotiating - We will coordinate the contractor qualification and bidding process, distributing the forms and evaluating bidders' qualifications in accordance with the requirements of the New Jersey Historic Trust and recommending bidders to the NJHT. We would attend the on-site pre-bid meeting, answer any questions from bidders, and issue Addenda as required. We would assist you in evaluating the bids and be available to answer questions during the bidding process.

Construction Document Administration - We will provide document administration during construction as required by the needs of the project and the contractor. This typically includes services such as monthly job meetings and meeting minutes preparation, periodic field observations and reports, site visits to answer questions that arise, processing of requests for payment, review of change orders and shop drawings, final inspection, and project closeout.

PROPOSED WORK SCHEDULE

Based on our current workload, we anticipate that our design work will require approximately 3 months from the date of your notice to proceed to reach draft completion for review by the New Jersey Historic Trust/NJ HPO. We anticipate an additional month for this review and revisions. We anticipate the qualification and bidding process will begin in September 2022 and construction could begin in October 2022, depending on the timing of the County's bidding process.

FEES

Basic Services: Professional Services

Westfield Architects & Preservation Consultants would provide the professional services for the Exterior Restoration Project as described above for a lump sum fee of **Sixteen Thousand Seven Hundred Thirty Dollars (\$16,730)**. This fee includes an allowance for reimbursable expenses as detailed below.

Task Assignment & Expenses Allocations

These hourly estimates explain the level of involvement of team members for the phases of services.

Task Assignments	# Person Hours	Est. Cost	Person
Construction Documents	15 hrs. @ \$190/hr.	\$2,850	Partner/Historic Architect
	60 hrs. @ \$100/hr.	\$6,000	Project Architect
	12 hrs. @ \$140/hr.	\$1,680	Preservation Specialist
Contractor Qualifications, Bidding & Negotiating	10 hrs. @ \$190/hr	\$1,900	Partner/Historic Architect
	8 hrs. @ \$140/hr.	\$1,120	Associate
Construction Document Administration	16 hrs. @ \$190/hr.	\$3,040	Partner/Historic Architect
Subtotal - WA&PC Architectural Services		\$16,590	

Estimated Expenses and Consultants

Reimbursable Expenses	including mileage, reproduction, and postage	\$140	
Subtotal		\$140	
Grand Total		\$16,730	

Additional Services

Fees for Additional Services are invoiced at our standard rates based on actual time expended to perform requested or necessary tasks.

Rates

Partner	\$190.00 per hour
Preservation Specialist	\$140.00 per hour
Project Architect	\$100.00 per hour

GENERAL TERMS AND CONDITIONS

Upon acceptance, these General Terms & Conditions are an integral part of the Agreement and together with all referenced documents, constitute the Agreement between the Client and Westfield Architects & Preservation Consultants ("Architect"). This Agreement shall be governed by the laws of the State of New Jersey. In case of conflict between these sections and others in the Agreement, the other terms and conditions of the Agreement shall govern.

A. Scope

The Scope of the Project and the Architect's Services shall consist only of that Scope as is described in the Proposal and includes all and only such work as the Architect deems reasonably necessary to carry out and complete the Basic Scope of the Project.

For those projects involving conceptual or schematic development in the Scope of the Architect's services, the Architect's activities are often not fully definable in the initial planning stage. As the Project progresses, the information uncovered may dictate changes which may alter the Scope. The Architect will inform the Client immediately of any such changes which may have an impact on services and fees.

All changes to this Proposal and subsequent Agreement must be approved in writing by both parties prior to the performance of related work.

B. Obligations of Client

The Architect shall be entitled to rely upon the accuracy and completeness of any services, information, surveys and reports furnished by the Client.

C. Architect's Services

Evaluations of the Client's Project budget and Statements of Probable Construction Cost, if any, prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. Neither the Architect nor the Client has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. The Architect cannot and does not warrant or represent that prices will not vary from the Project budget proposed, or from any Statement of Probable Construction Cost or other cost estimate, opinion, or evaluation prepared by the Architect.

All documents (drawings, calculations, and specifications) as instruments of services produced by Architect remain the property of the Architect whether or not the project is executed. All original work is copyrighted and all rights are reserved by the Architect. Client may not use work for any other purpose without written permission of the Architect. This paragraph does not apply to the Preservation Plan, only additional services.

Architect is not responsible for providing in-depth property surveys, soils testing or engineering as might be subsequently requested or required for any phases of services. Land survey services are not included; it is presumed that the owner will provide an accurate and current property survey, if needed.

The Architect shall not be responsible for any Contractor's construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's work. The Architect disclaims any and all warranties, expressed or implied, of merchantability, fitness or otherwise of construction work.

Nothing herein contained shall be construed as constituting a guarantee, warranty, or assurance either expressed or implied, that the Architect's services will yield or accomplish a perfect outcome for the Project; or, obligating the Architect to exercise professional skills and judgment greater than that which can be reasonably expected from other architects under like circumstances.

Competitive Bidding phase services include only one round of bidding to solicit construction proposals from qualified General Contractors. If, for any reason, the project must be re-bid, the architectural services and reimbursable expenses associated with re-bidding shall be considered additional services.

D. Liability

Neither party shall hold the other responsible for events beyond the other's respective direct control. The Architect shall not be liable for increased construction costs resulting from unforeseeable conditions or changes to the work to accommodate unforeseen field conditions. Construction is considered to include all items normally required to be a part of the construction or assembly through industry standards or normal construction practice whether or not specifically shown in Architect's documentation.

Subject to the foregoing provisions, the Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages, and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this agreement, by the negligent acts, error or omission of the Architect or anyone for whom the Architect is legally responsible.

The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and agents from any liabilities, damages, and costs (including reasonable attorney fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom the Client is legally responsible.

In the event that either party institutes legal action of any kind (suit, arbitration, etc.) against the other party because of any real or alleged breach of contract, failure to perform, errors, omission, or negligence, and if such legal action is not successfully prosecuted, or if it is dismissed, or if the decision is rendered for one party, the other party agrees to pay the first party any and all costs of defense.

E. Fee Payment

Invoices shall be considered correct as rendered if not questioned in writing within fourteen (14) calendar days of submission of the invoice. No retainage shall be made for the compensation due.

Accounts outstanding more than thirty (30) days after the submission date of the invoice(s) are subject to carrying charges of 1.5 percent per month on the unpaid balance, calculated from submission date of the

invoice(s). This is an annual rate of 18 percent. Furthermore, no product or work produced by the Architect shall be turned over to the client if there is an overdue balance on the client's account.

Prompt payment to the Architect is a material consideration of this Proposal and subsequent Agreement(s). Failure to pay any invoice when due shall entitle the Architect to suspend or terminate all work on the Project, at his option. In the event of such suspension or termination, the Client shall make no demand for liquidated damages for delays or actual damages for delays, and no liquidated damages may be assessed against the Architect for delays or causes attributed to other Contractors or arising outside the Scope of this Proposal.

Any Agreement may be terminated by either party upon fourteen (14) days written notice. In the event that an Agreement is terminated, the Architect shall be paid compensation for all services performed to the termination date including Reimbursable Expenses and approved consultants' fees then due.

The Architect has the right to periodically alter the hourly rate structure for services. These new rates would apply **only** to work not already under contract in any Agreement or work performed beyond the time constraints stated elsewhere in the Proposal. Additional Services and subsequent Agreements initiated after the rate adjustment would be subject to those new rates.

All services that are billed on an hourly basis are calculated to include travel time from the Architect's office and the offices of the Architect's Consultants. All services are billed monthly and upon completion of a phase, task or project. Fees are based on hourly rates and actual hours expended performing services. Totals of fees may be estimated based on projected services and events. Lump sum fee totals may be offered where appropriate. If/when it becomes evident that fees will exceed estimates, Architect will inform Client in writing before proceeding.

Reimbursable expenses shall consist of expenditures made by the Architect and its Consultants in the interest of the Project including, but not limited to, the following: fees paid for securing approval of authorities having jurisdiction over the Project; facsimile transmission fees; expenses of photocopying, printing, reproductions, and reproducible drawings, excluding reproductions for the office use of the Architect; postage and handling of drawings, specifications and other documents; expenses for photographic production and equipment rentals; and coordination time with other consultants or contractors retained directly by the Client. Reimbursable expenses shall be billed at current market rates or as modified in the Proposal. Expenses of any additional insurance coverages or limits, requested or required by the Client in excess of that normally carried by the Architect and its consultants, shall be reimbursed by the Client, for a duration as mutually agreed upon.

SPECIAL CONDITIONS

1. This Proposal is valid for a period of two (2) months from the date it is submitted. If not accepted in that time, it may be withdrawn; and terms, conditions and fee may be subject to negotiation.
2. Standard hourly rates will be fixed as stated herein to perform the basic services within the scheduled time-frame. Rates will be adjusted 1/1/23 for Additional Services and work performed beyond the agreed-upon scope.
3. All changes to this Proposal, any Contract, the Scope of Work or Services will be approved in writing by both parties and may be reason for adjustment to the fee by the Architect.
4. Submissions and related fees to governmental review agencies or boards are not included, except for submission of the construction documents to the NJ Historic Trust.

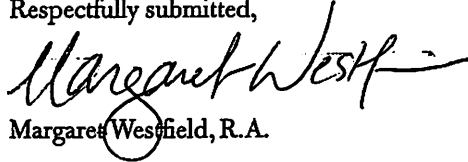
5. The fees for any Professional Consultants, as required by the needs of the project, would be billed separately and are not included in this Proposal. Such consultants, if any, would only be retained with the Client's authorization.
6. The cost of services is based on one bidding round. Should additional bidding rounds be required, additional services may be required to cover the extra hours.

ACCEPTANCE

If the above is acceptable, we would be pleased to enter into a contract with Gloucester County to provide these architectural services.

Thank you for giving us the opportunity of presenting this Proposal. We are looking forward to continuing our work with you on this worthwhile project.

Respectfully submitted,



Margaret Westfield, R.A.

enclosures