

November 6, 2023

To,
Edison Township Library Board (Client)
Township of Edison, NJ

Subject: **Schematic Design Revisions to the Proposed/Addition and alterations to Existing North Edison Branch Library**

Address: **777 Grove Avenue, Edison, NJ**

Additional Service: SAGEarch Project Reference # **22-30.01**

Scope Description: Schematic Design Changes:

Additional Services per client team feedback during meeting on October 31st 2023.

Floor Plan:

- At the Main entrance coordinate the Book Drop area to 18'x18' clear space/ room by relocation of server and existing electric panels/ and or mop sink room, after review with Facilities and maintenance and eventually consulting Engineers.
- At the Meeting Room, rearrange the storage room per Sketch "Shown" by Owner's Rep and approved by Team. Create, (2) Unequal meeting rooms with division wall and smaller presentation wall.
- The re-build of the 2 existing restrooms and 1 new family restroom in the Children area will be reconfigured as this area has to be re-built by Structural Engineer's report.

Building Elevations and 3D studies- Sketchup model:

- Revised Exterior Building Elevations to remove all windows on the upper level (clerestory glass) from the Meeting room and Children's addition. (Corner windows could remain with Shades). Deviation from originally approved concept.
- North elevation revisions to top panel glass to further reduce the height of glass windows and possibly remove glass completely or partially at the South sides.
- Study of different materials like Stone tiles in lieu of the exposed concrete at the north side of the building.
- Order samples for metal panels in different colors especially shades of gray and or, blue for the metal cladding of the building - White not preferred.
- Provide Manufacturer's color palette for color selections. Reclad options for existing canopies.

Information by Owner /Client / Library Board's Consultants or by others

1. Topographic Survey with Title, Utilities, Flood Elevations, Easements, and related info. (by others)
2. Site Plan- Site lighting, Site Pavement plan, Grading Plans, Landscape plans and any other Pre-design or Approvals related to site and building. Exterior Accessible ramps. (By others/Site Engineer)

3. FF&E / Lighting catalog / Equipment Catalog cuts with MEP required (by Owner or Other consultants)
4. Automatic Book Drop-off and sorting machine by Vendor. (by others)
5. Geo-technical, Boring(s) & Soil Studies. (Required from Owner or others)
6. Security, A/V and similar low-voltage (By others/Vendors)
7. Acoustical Slide-fold Partition (By others/Vendors)
8. Solar Panel (By others/Vendors)
9. Acoustics and/or speakers etc. (By others/Vendors)
10. Building Engineers (by other client/township)
11. Existing Roof Repair
12. Repairs and design work for Slab issue at Children's area.

Additional Services

Additional and Optional Services are defined as work performed by the Architect on behalf of the Owner that is additional to the Scope of Work described above. Additional Services are only to be done upon the written authorization of the Owner and billed per the current year rates. Additional Services are not necessarily applicable to this project. Following is the list of some additional services provided on hourly basis, if required.

- Design changes & revisions requested by Owner or others, after Design drawings finished/delivered including substitutions, change orders and construction change directives.
- Value engineering changes to meet the Budget
- Interior Design – selection of finishes and/or Acoustical Design
- Hardware Coordination
- Solar Panel OR any other specialty construction related additional coordination/details, if required.
- Lighting photometric studies
- Interior 3D rendering, Walk-thru and animation.

SAGEarch YEAR 2023 RATES AND INSURANCE SCHEDULE

1. Billing Rates
 - Director / Principal..... \$175.00/hr.
 - Project Manager\$150.00/hr
 - Project Architect / Architectural Project Coordinator.....\$100.00/hr.
 - Draftsman.....\$ 75.00/hr.
 - General Admin.....\$ 65.00/hr.
2. Reimbursable expenses include: Transportation, Travel, Tolls, Long Distance Communication, and Presentation boards, Reproductions, Photography, Postage and Courier Service. Reimbursable expenses billed at 1.15 times of the actual cost.
Production and Travel expenses shall be reimbursed based on the following rate schedule:
 - B/W Copies (8½ x 11 to 11 x 17).....\$0.25/page
 - Large format Printing/reproduction 1.15 x \$ 5 per BW 24" x 36"
 - Mileage..... current IRS rate
3. Insurance – SAGE ARCH PC carries the following general and professional
 - Workers Compensation and Employers Liability.....by CNA
 - Professional Liability..... by Travellers
 - Commercial General Liability.....by CNA

Terms and Conditions:

1. **CONTRACT** – This proposal and these accompanying Terms and Conditions constitute the full and complete Agreement between the Owner and Architect and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between this Agreement and any proposal, contract, purchase order, requisition, notice to proceed, or like document, this Agreement shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the SAGEarch to perform its services, the Client/Owner agree to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents including those in electronic form prepared by SAGEarch are instruments of SAGEarch's service that shall remain SAGEarch's property. Client is granted a license to use the instruments solely for purposes of constructing, using and maintaining the project provided the client substantially performs obligations under this Agreement including prompt payment of all sums due under this Agreement. Termination of this Agreement terminates the license.
The client agrees not to use SAGEarch-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by SAGEarch, or for future modifications to this project, without SAGEarch's express written permission.
Any reuse or distribution to third parties without such express written permission or project-specific adaptation by SAGEarch will be at the Client's sole risk and without liability to SAGEarch or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SAGEarch from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
4. **DISPOSAL OF SAMPLES** – SAGEarch will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of SAGEarch's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES** – If SAGEarch performs any services during the construction phase of the project SAGEarch shall not supervise, direct, or have control over Contractor's work. SAGEarch shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. SAGEarch does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **OPINION OF PROBABLE COSTS** – When required as part of its work, SAGEarch will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analysis of alternate solutions, and utilitarian considerations of operations and maintenance cost prepared by SAGEarch hereunder will be made on the basis of SAGEarch's experience and qualifications and will represent SAGEarch's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that SAGEarch does not have control over the cost of labor, Material, equipment, or services furnished by others or over market conditions or contractor's methods of determining prices or performing the work.
8. **SUSPENSION OF WORK** – The Client may at any time by written notice, suspend further work by SAGEarch. The Client shall remain liable for and shall promptly pay SAGEarch for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others or Client's behalf.

Client shall pay SAGEarch pursuant to the rates and charges set forth in the proposal. SAGEarch will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) Days of submission of invoice, SAGEarch may, upon written notice to the Client suspend further work until payments are brought current. The Client agrees to indemnify and hold SAGEarch harmless from any claim or liability resulting from any claim or liability resulting from such suspension.

9. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SAGEarch's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and Schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if SAGEarch's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of government authority, failure of transportation, accident, power failure, pandemic or interruption of any other cause beyond the reasonable control of SAGEarch. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying proposal.

10. **LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of SAGEarch and its consultants, and their officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, Claims, losses, expenses, or damages whatsoever arising out of or in any way related to SAGEarch's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of Contract or breach of warranty shall not exceed the lesser amount of either five times the fees paid or due the Architect under this Agreement, or the total available amount of Architect's professional liability insurance at the time that the claim is resolved either by settlement, arbitration award or final judgment.

Additionally, the Owner recognizes that frivolous claims involving the design team may be made arising out of the work on this project and therefore agrees to indemnify SAGE ARCH PC from and against all claims, liabilities, fees, judgments or expenses of any kind arising out of the work performed by SAGE ARCH PC on this project, including and all legal fees, costs and expenses of any kind incurred by SAGE ARCH PC as a result of a defending claim arising out of this project upon a finding by a court of competent jurisdiction or arbitrator(s) that the damages alleged by the claimant were not caused by the sole negligence of SAGE ARCH PC.

Any provision in this Agreement that inures to the benefit of Architect shall also inure to the benefit of the Architect's officers, employees and shareholders, and the Architect's consultants and the officers, employees, shareholders and consultants of each of them.

11. **CONFLICTS OF INTEREST** – The assignment may involve parties with adverse interest to Clients with whom SAGEarch has current or past relationships. It is SAGEarch policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SAGEarch cannot assure that conflicts or perceived conflicts will not arise, and SAGEarch does not accept responsibility for such occurrences.
12. **REIMBURSABLE EXPENSES** – SAGEarch will bill direct non-payroll expenses at cost plus 15%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
13. **MISCELLANEOUS**

Governing Law: The laws of the state in which the SAGEarch office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these provisions are found to be illegal or otherwise unenforceable, the unenforceable provision will be stricken. Striking such a provision shall have no effect on the enforceability of the remaining provisions and those remaining provisions shall continue in full force and effect as if the unenforceable provisions were never included in the Agreement.

Mediation: The Client agrees to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, Client shall not seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Reliance: SAGEarch shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: SAGEarch shall not be required to sign any documents, no matter by whom requested, that would result in SAGEarch's having to certify, guaranty, or warrant the existence of conditions that SAGEarch cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a Contractual relationship with, or a cause of action in favor of, a third party against either the Client or SAGEarch. SAGEarch's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against SAGEarch because of this Agreement or SAGEarch's performance of services hereunder.

Waivers of subrogation and Consequential Damages: Neither the Client nor the SAGEarch shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty. Further, to the extent any damages are covered by property insurance during construction, or afterwards, the Client and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Client and the Architect, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

SAGEarch Architectural Fees for Schematic Design changes listed above:

Plans, Elevations and 3 D model \$ 8,200
Eight Thousand, Two Hundred dollars)
(including 1 site visit for the Electric room review and 1 meeting for Design review after approved work is completed for Schematic stage sign-off)

Please contact us for any further questions or comments at (732) 543-0770 or email at mail@sagearch.com

Yours truly,



NOV 6TH 2023

Agreed By: **Geeta G. Shah AIA. / SAGEarch PC (Architect)**

Date:

Signature of representative authorized to enter the contract

Date:

Edison Library Board (Owner/Client)

Name of representative authorized to enter the contract: _____

Position: _____ Phone: _____