

APPENDIX A
ANALYSIS OF ARCHITECT CONTRACTS OF 37 SCHOOL DISTRICTS AND NJEDA

Participating Districts

AIA	MODIFIED AIA	ORIGINAL CONTRACTS
Bernards Twp Hasbrouck Hts Metuchen North Bergen Vernon	Allendale (1992) Atlantic City (1992) Barnegat (1987) Chatham (1987) Cherry Hill (1997) Dennisville (1987) Deptford (1987) East Brunswick (1987) Evesham (1987) Hawthorne (1992) Hazlet (1992) Lindenwold (1987) Maple Shade (1987) Margate (1997) Mine Hill (1997) Montclair (1987) Morris Plains (1992) New Providence (1987) Pennsauken (1987) Pt Pleasant (1987) Pt Pleasant Bch (1997) Ridgefield Park (1987) Riverside (1997) Sea Girt (1997) Sparta (1987) West Orange (1987) Westville (1987) Winslow (1987)	Buena Regional Penns Grove Spring Lake Toms River

1 (a). ALLOCATION OF PAYMENTS TO ARCHITECT ¹

Monthly, based upon services performed within each project phase: - schematic design phase - design development phase - construction documents phase - bidding phase - construction phase	Payments made upon completion of specified tasks; not more frequently than monthly	Fixed cost for entire project, allocated among various phases of work	Payable monthly per architect's invoice	Payment due upon completion of each phase	Hourly fee
Allendale Atlantic City Barnegat Bernards Twp * Chatham Dennisville Hasbrouck Heights * Hawthorne Lindenwold Maple Shade Metuchen * Montclair Morris Plains New Providence North Bergen * Pennsauken Ridgefield Park Riverside Sparta Vernon * West Orange Westville Winslow	Cherry Hill Hazlet Mine Hill	Deptford East Brunswick Pt Pleasant	Margate EDA (with right to withhold payment where phase is not timely completed)	Buena Regional	Penns Grove Sea Girt

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¹ Most contracts provide for an initial payment of an agreed-upon fee for pre-referendum services.

1 (b). DEADLINES FOR COMPLETION OF PHASES OF WORK

<p>If deadline is missed, architect completes work on hourly basis</p>	<p>Deadlines to be established in Long Range Facility Plan</p>	<p>Fixed periods for design phase, construction phase - extensions available where delay is not caused by architect. Payments withheld for late work.</p>			
<p>Bernards Township * Hasbrouck Heights * Metuchen * North Bergen * Vernon *</p>	<p>Barnegat</p>	<p>EDA</p>			

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2. SERVICES BEYOND BASIC SERVICES

The variety of approaches taken by the 37 districts included in this survey to defining services as basic or additional does not lend itself to ready categorization.

The EDA contract defines all architectural services as basic services which the architect agrees to perform for the contract sum.

See Appendix B, Article 3 and Appendix C, page 2 for examples of how this issue is addressed in the 1987 and 1997 editions of AIA Document B141.

3. ADD-ONS TO ARCHITECT'S OUT-OF-POCKET EXPENSES

(e.g., travel, additional insurance, overtime, CAD/CAM, models, document handling)

1.0 times cost	1.1 times cost	1.15 times cost	1.2 times cost	1.25 times cost	1.5 times cost
Allendale Cherry Hill Hawthorne Maple Shade Minc Hill Sea Girt	Chatham North Bergen * Dennisville Deptford Hazlet (1.08) Montclair Morris Plains (1.05) New Providence (1.05) Pennsauken Pt Pleasant Ridgefield Park (1.05) West Orange Winslow Buena Regional Penns Grove	Barnegat East Brunswick	Metuchen * Hasbrouck Hts * Evesham Lindenwold Margate Riverside Sparta	Vernon * Atlantic City	Bernards Twp * Westville

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4. FREQUENCY AND EXTENT OF SITE VISITS (Page 1 of 2)

Visits required at intervals appropriate to stage of contractor's operation	Up to two visits/month	Two visits, one contractor meeting/month	Two visits, two contractor meetings/month	Four visits, one contractor meeting/month	Four visits/month
Atlantic City Barnegat Bernards Twp * Buena Regional Chatham Cherry Hill Dennisville Deptford Evesham Hasbrouck Hts * Lindenwold Margate Metuchen * Mine Hill Montclair New Providence North Bergen * Pennsauken Riverside Sea Girt Vernon * West Orange Westville Winslow	Sparta	Allendale	East Brunswick Maple Shade Penns Grove	Hawthorne Hazlet	Morris Plains Pt Pleasant Bch Ridgefield Park

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FREQUENCY AND EXTENT OF SITE VISITS (Page 2 of 2)

Two visits/month	Stipulated number of site visits	Four visits, four contractor meetings/month
Pt Pleasant Sea Girt Sparta	Spring Lake Toms River	EDA

5. PROFESSIONAL LIABILITY INSURANCE

No requirement to maintain liability coverage.	Architect must maintain professional liability, general liability, auto, property damage and workers comp. Coverage in amounts indicated.	Architect must maintain, during project and six months beyond, professional liability, property damage, auto and workers comp. in amounts indicated.		
Atlantic City Bernards Twp * Chatham Dennisville Deplford Evesham Hasbrouck Hts * Lindenwold Maple Shade Margate Metuchen * Montclair New Providence North Bergen * Penns Grove Pennsauken Pt Pleasant Pt Pleasant Bch Riverside Sea Girt Toms River Vernon * West Orange Westville Winslow	Allendale (\$1M) Barnegat (\$1M) Cherry Hill (\$1M- prof. liab. \$2M) East Brunswick (\$1M-auto \$500K) Hawthorne ** Hazlet (\$1M) Mine Hill (\$1M - prof. liab. \$2M) Morris Plains (\$1M) Ridgefield Park (\$1M excess charge \$2M) Sparta (\$1M) Buena Regional (\$2M) Spring Lake (\$500K)	EDA (\$1M - prof. liab.; \$500K - gen. liab.; \$100K - work comp.; \$500K - auto)		

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**To be decided

6. METHODS OF DISPUTE RESOLUTION

Mandatory mediation; if unsuccessful, mandatory arbitration - decision final	Mandatory arbitration - decision final	Claims litigated in Superior Court	Optional arbitration or litigation	Claims submitted to Claims Adjustment Committee (State body)
Bernards Township * Buena Regional Cherry Hill Evesham ** Hasbrouck Heights * Margate Metuchen * Morris Plains **** New Providence North Bergen * Riverside Sea Girl Sparta **** Vernon * Westville	Allendale Barnegat Hawthorne Lindenwold Montclair West Orange	Atlantic City Dennisville Hazlet Maple Shade Mine Hill ***	Point Pleasant Ridgely Park Winslow	EDA

* AIA Contracts

** Should mediation fail, parties may elect litigation or binding arbitration.

*** Parties may elect binding arbitration over litigation.

**** Should mediation fail, parties proceed to litigation instead of arbitration.

7. GOVERNING LAW

Law of architect's principal place of business	Law of state where project is located				
Allendale Barnegat Bernards Twp * Hasbrouck Hts * Lindenwold Maple Shade Margate Metuchen * Montclair New Providence North Bergen * Penns Grove Pennsauken Pt Pleasant Riverside Sea Girt Vernon * West Orange Westville	Atlantic City Buena Regional Chatham Cherry Hill Dennisville Deptford East Brunswick EDA Evesham Hawthorne Hazlet Mine Hill Morris Plains Ridgely Park Sparta Spring Lake Toms River Winslow				

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8. OWNERSHIP/USE OF WORK PRODUCT (1 of 2)

Non-exclusive license to copy; return all drawings at close	May use drawings for completion by others provided architect is indemnified	May use drawings for future additions/renovations provided architect is indemnified	May use drawings for any purpose provided architect is indemnified	Architect provides owner with all drawings/specs, as-builts; architect retains liability if used for original purpose - otherwise, architect is indemnified	Irrevocable license to owner re drawings - all originals to owners - not to be used on other projects
Bernards Twp * Hasbrouck Hts * Meluchen * North Bergen * Vernon * Atlantic City Barnegat Chatham Cherry Hill Dennisville Deptford Lindenwold Margate Montclair New Providence Pennsauken Pt Pleasant Ridgefield Park Riverside West Orange Westville Winslow	Allendale Sparta	East Brunswick Hawthorne Hazlet Morris Plains	Evesham Maple Shade Sea Girt	Mine Hill	Buena Regional

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OWNERSHIP/USE OF WORK PRODUCT (2 of 2)

<p>Architect retains all rights to drawing - no further use by owner</p>	<p>Architect retains ownership of drawings - owner may use until completion or termination</p>	<p>Architect retains originals - owner gets mylars, 10 sets of drawings</p>	<p>Architect grants owner all rights to drawing and indemnifies owner against copyright claims - owner may use plans for any purpose - architect may never reuse plans</p>
<p>Penns Grove</p>	<p>Toms River</p>	<p>Spring Lake</p>	<p>EDA</p>

9. WAIVER OF CONSEQUENTIAL DAMAGES

Owner and architect waive claims for consequential damages	No waiver of claims for consequential damages				
Bernards Twp * Cherry Hill Hasbrouck Hts * Margale Metuchen * North Bergen * Pt Pleasant Bch Riverside Sea Girt Vernon *	Allendale Atlantic City Barnegat Chatham Dennisville Deptford East Brunswick EDA Evesham Hawthorne Hazlet Lindenwold Maple Shade Mine Hill Montclair New Providence Pennsauken Pt Pleasant Ridgefield Park Sparta West Orange Westville Winslow				

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10. RESPONSIBILITY FOR COST OVERRUNS

<p>Architect's cost estimate is not binding; where fixed limit of construction costs is established, and lowest responsible bid exceeds fixed limit, district may:</p> <ul style="list-style-type: none"> ~ increase limit upon architect's written approval ~ reject all bids and rebid project - terminate the agreement with architect ~ reduce scope of project with architect's assistance at no extra cost 	<p>Architect's cost estimate is not binding - no fixed limit</p>	<p>Fixed limit of construction cost - increase by district only</p>	<p>Architect's cost estimate not binding - fixed limit permitted</p>	<p>Where bid exceeds estimate by 10% or less - architect revises for additional fee; if over 10%, no charge</p>	<p>Architect responsible to insure that estimate is less than or equal to lowest responsible bid - revisions performed at no charge if estimate exceeded</p>
<p>Bernards Township * Buena Regional Hasbrouck Heights * Metuchen * North Bergen * Vernon * Barnegat Chathams Dennisville Deptford East Brunswick Lindenwold Maple Shade Margate Monclair New Providence Riverside Sea Girt West Orange Westville Winslow (reduce scope of project @ \$2,000 charge by architect)</p>	<p>Allendale Atlantic City Hazlet</p>	<p>Evesham</p>	<p>Hawthorne Morris Plains Sparta</p>	<p>Pennsauken Point Pleasant Point Pleasant Ridgefield Park</p>	<p>EDA</p>

* AIA Contracts

11. TERMINATION/SUSPENSION BY OWNER OR ARCHITECT (1 of 2)

<p>Automatic termination or suspension if owner fails to make scheduled payment. Suspension of work for 90+ days justifies termination. Owner may terminate for any cause upon 7 days notice. Termination expenses due to architect where no fault exists.</p>	<p>Same as Bernards Twp., et.al, but no termination expenses.</p>	<p>Same as Bernards Twp., but no termination expenses where all bids exceed estimate.</p>	<p>One party's failure to perform allows other to terminate. Owner may terminate upon abandonment of project.</p>	<p>Defeat of referendum allows owner to terminate with no termination expenses.</p>	<p>Owner may terminate for any reason. Architect may terminate only for substantial failure to perform. Architect may suspend work 30 days after non-payment.</p>
<p>Atlantic City Barnegat Bernards Twp * Chatham Cherry Hill Dennisville Deptford East Brunswick Hasbrouck Hts * Lindenwold Margate Metuchen * Mine Hill Montclair New Providence North Bergen * Pennsauken Point Pleasant Riverside Vernon * West Orange Westville</p>	<p>Ridgefield Park</p>	<p>Sea Girt</p>	<p>Allendale</p>	<p>Evesham Winslow</p>	<p>Hazlet Sparta</p>

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TERMINATION/SUSPENSION BY OWNER OR ARCHITECT (2 of 2)

<p>Owner may terminate for any reason. Architect may terminate if owner fails to perform.</p>	<p>Should either party substantially breach agreement, the other party may terminate upon 30 days notice and opportunity to cure. Architect may suspend work during any period of non-payment upon 10 days notice.</p>	<p>Owner may terminate upon 10 days notice provided it pays architect all fees due to date under contract. Architect may terminate for owner's failure to pay fees due under contract or other material breach by owner. Upon abandonment or suspension of work exceeding 60 days, architect's fee shall be subject to negotiation.</p>	<p>Either party, upon 30 days notice, may terminate without cause/upon 7 days notice with cause. Architect's fees due up to termination date, barring just cause to withhold.</p>	<p>Owner may terminate without cause and will pay architect only for work completed as of termination date. Termination for cause is triggered by architect's violation of law, misrepresentation or concealment of material facts, failure to pay subcontractors, failure to maintain insurance, bankruptcy, failure to cooperate with owner, or breach of contract. Architect is allowed 7 days to cure any such cause to avoid termination. Upon termination for cause, owner may stop payments and require repayment of all fees already paid to architect.</p>
<p>Maple Shade Morris Plains</p>	<p>Buena Regional</p>	<p>Penns Grove</p>	<p>Spring Lake Toms River</p>	<p>EDA</p>

12. DEFINITIONS OF TERMS USED IN THE AGREEMENT

<p>Terms Defined: Owner, Contractor, Architect, Construction Manager, Claims and Disputes, Subcontractor, Time, Contract Sum, Substantial Completion, Drawings, Specifications</p>	<p>Terms Defined: Extensive definitions constituting 7 1/2 pages (see attachment D of NJEDA Design Professional Agreement)</p>				
<p>Allendale Atlantic City Barnegat Bernards Twp * Cherry Hill Dennisville Deptford East Brunswick Evesham Hasbrouck Hts * Hawthorne Hazlet Lindenwold Maple Shade Margate Metuchen * Montclair Morris Plains New Providence North Bergen * Pennsauken Point Pleasant Ridgefield Park Riverside Sea Girt Sparta Vernon * West Orange Westville Winslow</p>	<p>EDA</p>				

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13. RESPONSIBILITY FOR DRAFTING BIDDING DOCUMENTS

Owner, with architect's assistance, prepares bid documents and form of agreement with contractors.	Architect prepares bid documents.				
Atlantic City Bernards Twp * Dennisville Deptford EDA Evesham Hasbrouck Hts * Hazlet Lindenwold Margate Metuchen * Montclair Morris Plains North Bergen * Pennsauken Ridgely Park Sparta Spring Lake Toms River Vernon * West Orange	Allendale Barnegat Buena Regional Chatham East Brunswick Hawthorne Maple Shade New Providence Penns Grove Point Pleasant Pt Pleasant Bch Riverside Winslow				

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14. THE CONDUCTING OF BIDDING

Owner is responsible for conducting bidding	Construction manager is responsible for conducting bidding	Architect is responsible for conducting bidding			
Barnegat Bernards Twp * Chatham Deptford EDA Hasbrouck Hts * Hawthorne Lindenwold Maple Shade Margate Metuchen * Mine Hill Montclair North Bergen * Pennsauken Pt Pleasant Ridgefield Park Riverside Spring Lake Toms River Vernon * West Orange Westville Winslow	Allendale Atlantic City Hazlet Morris Plains	East Brunswick Evesham New Providence Penns Grove Pt Pleasant Bch Sea Girt Sparta			

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15. RESPONSIBILITY FOR GOVERNMENTAL FILINGS

Owner files required government documents	Architect secures government approvals				
Atlantic City Barnegat Bernards Twp * Buena Regional Chatham Deptford Evesham Hasbrouck Hts * Hawthorne Lindenwold Margate Metuchen * Mine Hill Montclair New Providence North Bergen * Pennsauken Riverside Vernon * West Orange Winslow	Bernards Twp Dennisville East Brunswick EDA Hazlet Montclair Morris Plains Penns Grove Sparta Spring Lake Toms River Winslow				

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16. PROVISION OF SURVEYS AND GEOTECHNICAL REPORTS

Owner provides surveys and, upon request, geotechnical reports	If requested by architect, owner provides surveys and/or geotechnical reports	Owner provides both surveys and geotechnical reports	Architect provides both surveys and geotechnical reports	Owner has option to provide surveys and geotechnical reports or require architect to do so as additional service	
Allendale Atlantic City Barnegat Bernards Twp * Dennis Deptford East Brunswick Evesham Hasbrouck Hts * Hawthorne Hazlet Lindenwold Metuchen * Montclair Morris Plains New Providence North Bergen * Pennsauken Pt Pleasant Ridgefield Park Sparta Vernon * West Orange Westville Winslow	Chatham	Buena Regional Mine Hill Penns Grove Riverside Spring Lake Toms River	Margate	Sea Girt	

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<p>1. Name of the survey or questionnaire</p> <th data-bbox="418 226 630 569"> <p>2. Author(s)</p> <th data-bbox="630 226 841 569"> <p>3. Year of publication</p> <th data-bbox="841 226 1052 569"> <p>4. Title of the journal or book</p> <th data-bbox="1052 226 1263 569"> <p>5. Volume and page numbers</p> <th data-bbox="1263 226 1468 569"> <p>6. Summary of findings</p> </th></th></th></th></th>	<p>2. Author(s)</p> <th data-bbox="630 226 841 569"> <p>3. Year of publication</p> <th data-bbox="841 226 1052 569"> <p>4. Title of the journal or book</p> <th data-bbox="1052 226 1263 569"> <p>5. Volume and page numbers</p> <th data-bbox="1263 226 1468 569"> <p>6. Summary of findings</p> </th></th></th></th>	<p>3. Year of publication</p> <th data-bbox="841 226 1052 569"> <p>4. Title of the journal or book</p> <th data-bbox="1052 226 1263 569"> <p>5. Volume and page numbers</p> <th data-bbox="1263 226 1468 569"> <p>6. Summary of findings</p> </th></th></th>	<p>4. Title of the journal or book</p> <th data-bbox="1052 226 1263 569"> <p>5. Volume and page numbers</p> <th data-bbox="1263 226 1468 569"> <p>6. Summary of findings</p> </th></th>	<p>5. Volume and page numbers</p> <th data-bbox="1263 226 1468 569"> <p>6. Summary of findings</p> </th>	<p>6. Summary of findings</p>
<p>1. Attitudes towards the use of computers in the classroom</p>	<p>2. Smith, J. and Jones, K.</p>	<p>3. 1995</p>	<p>4. Journal of Educational Research, 100(2)</p>	<p>5. 123-134</p>	<p>6. The study found that teachers generally have a positive attitude towards the use of computers in the classroom, but there are significant differences between teachers with different levels of computer experience.</p>
<p>2. The effectiveness of self-paced learning modules</p>	<p>3. Brown, L.</p>	<p>4. 1998</p>	<p>5. Educational Technology, 28(3)</p>	<p>6. 45-52</p>	<p>7. The study concluded that self-paced learning modules are more effective than traditional classroom instruction for certain types of content, particularly in the area of self-paced learning modules.</p>