

CONTRACT FOR PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES

THIS AGREEMENT made this 29TH day of May 2026, by and between the Township of Barnegat, 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as “**Municipality**” and Artheon, Inc., One Tower Center Blvd., 20th Floor, East Brunswick, New Jersey 08816, hereinafter referred to as “**Affordable Housing Administrative Agent**”.

WHEREAS, there exists the need for a firm to provide various Professional Affordable Housing Administrative Services for the Township of Barnegat, State of New Jersey; and

WHEREAS, the Municipality desires to employ an **Affordable Housing Administrative Agent** for a term beginning January 1, 2026, through December 31, 2026, or until a successor is appointed to provide such professional affordable housing administrative services as required, and

WHEREAS, the Affordable Housing Administrative Agent has demonstrated qualifications for the services aforesaid; the terms and conditions of said contract, including fees, are satisfactory to the Municipality and are set forth herein.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

I. EXTENT OF SERVICES

The services to be provided by the Affordable Housing Administrative Agent encompass those normally provided by an Affordable Housing Administrative Agent and specifically include those services required of an Affordable Housing Administrative Agent by Statute and Ordinance, as well as any other unspecified services required by the Affordable Housing Administrative Agent throughout the term of the Affordable Housing Administrative Agent’s appointment.

II. STATUS OF AFFORDABLE HOUSING ADMINISTRATIVE AGENT, HER ASSOCIATED FIRM AND EMPLOYEES

1. The Affordable Housing Administrative Agent, when engaged in the performance of duties and services as **Affordable Housing Administrative Agent** related to any duty or responsibility imposed on the Affordable Housing Administrative Agent by any government statute, law, regulation or ordinance (including specifically services described in Part IV, 1. hereof), shall be acting as an employee and/or agent of the Municipality and shall be entitled to all rights, privileges and immunities normally accorded to an **Affordable Housing Administrative Agent** by virtue of the Affordable Housing Administrative Agent’s status as an official, employee and agent of the Municipality.

2. The Municipality, subject to appropriation of funds, authorizes the Affordable Housing Administrative Agent to secure all professional, technical and non-technical staff, which may, from time to time, be necessary in the performance of the services required. It is agreed and understood that services will be provided, and certain functions will be performed on behalf of the Municipality, pursuant to the terms of this Contract, by employees of the Affordable Housing Administrative Agent's associated firm, Artheon, Inc.

3. The professional technical and non-technical staff referred to in Subpart 2 hereof, when they are engaged, on behalf of the Municipality, in the performance of Affordable Housing Administrative Agent duties and services referred to in Part C, 1. hereof shall be considered as agents or employees of the Municipality to the extent permitted by law (recognizing that Affordable Housing Administrative Agent and the employee of his associated firm is/are, in certain circumstances, independent contractors), so long as they act under the direct supervision and control of and in furtherance of the specified duties and responsibilities of the Affordable Housing Administrative Agent outlined in Part C., 1 hereof

III. PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATIVE SERVICES TO BE PROVIDED

1. Related to duties and responsibilities imposed on an **Affordable Housing Administrative Agent** by Government Statute, Law, Regulations or Ordinance:

a. **Direct Personal Service and Advice**

Professional services of the Affordable Housing Administrative Agent, or, in the Affordable Housing Administrative Agent's absence, the services of a qualified, licensed associate, rendered on a part-time basis, to attend meetings of the Municipal Governing Body and other Townships or Commissions when authorized, and to provide general administrative advice. Such direct service will not include preparation of any drawings or detailed reports, or the services of any office staff in addition to the Affordable Housing Administrative Agent, or any service specifically scheduled hereinafter in this Contract.

b. **Review of Subdivision and Site Plan Proposals**

When directed, the Affordable Housing Administrative Agent shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding this conformance to applicable Municipal Ordinances and/or to the general requirements of design practice.

c. **Observation of Improvement Installations**

When directed or required, the Affordable Housing Administrative Agent shall provide services necessary to observe, assess conformity to Ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with commercial and residential site developments.

d. **Review and Direction Concerning Permits and Certificates**

When directed or required, the Affordable Housing Administrative Agent shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Affordable Housing Administrative Agent shall provide technical advice to other Municipal employees, officials and agents concerning their review of such documents.

e. **Judicial and Quasi-Judicial Proceedings**

When directed by the Municipality or when subpoenaed in connection with Municipal business to attend and testify in judicial or quasi-judicial hearings, the Affordable Housing Administrative Agent shall provide the services necessary to prepare for and shall submit testimony regarding any items in question.

2. Related to duties and responsibilities other than those included in Subpart 1 above:

c. **Preparation of Reports and Studies**

The Affordable Housing Administrative Agent shall provide services necessary to prepare and provide detailed reports requested by the Municipality regarding feasibility investigations, economic comparisons, land use, and community development proposals, public works projects and functions, planning and financing schedules, and preparation of reports and recommendations concerning other matters referred to the Affordable Housing Administrative Agent by the Municipality.

d. **Miscellaneous Services**

The Affordable Housing Administrative Agent shall provide professional administrative services not otherwise classified herein when such services are requested by the Municipality.

IV. AFFORDABLE HOUSING ADMINISTRATIVE AGENT'S RESPONSIBILITIES

1. To provide, with the usual thoroughness and competence of the administrative services noted and set forth in Part III above. No other warranty or representation, either expressed or implied, is included or intended.

2. To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all work completed under the terms of this contract.

3. To provide, at the request of the Municipality, such supplementary proposals as may be requested.

4. To arrange for the Municipality to examine all payroll and cost records relating to the services provided.

5. To advise the Municipality of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Affordable Housing Administrative Agent's inability for any reason whatsoever to provide services requested.

6. To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Municipality, the Affordable Housing Administrative Agent and/or his associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his/their services pursuant to this Proposal. The limits of said Liability Insurance shall not be less than \$2,000,000, with \$5,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$5,000,000 bodily injury and property damage combined. If requested, the Affordable Housing Administrative Agent shall provide Certificates of Insurance to the Municipality. Such certificates should provide that the Municipality receive (30) days' written notice prior to any cancellation or alteration of the policy limits.

7. To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Affordable Housing Administrative Agent and/or his associated firm for claims which arise from the negligent performance of the Affordable Housing Administrative Agent pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$5,000,000 aggregate. Cost of coverage at a higher limit, if such is so requested by the Municipality, shall be paid by the Municipality.

V. MUNICIPALITY'S RESPONSIBILITIES

1. To provide the Affordable Housing Administrative Agent with full information as to the Municipality's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Affordable Housing Administrative Agent to the site of the work.

2. The Municipal Governing Body will, with respect to the work to be performed, have full authority to act regarding directing and supervising the work of the Affordable Housing Administrative Agent.

3. To provide the Affordable Housing Administrative Agent with (48) hours' notice when the Municipality will require the Affordable Housing Administrative Agent to be present at any meeting or to specifically initiate any of the services outlined in this Contract.

4. To request any supplementary proposals required.

5. To secure and provide for the Affordable Housing Administrative Agent's use, at the expense of the Municipality, such property, deed and tax map information as may be in the possession of the Municipality and to secure and provide for the Affordable Housing Administrative Agent's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property, to be conducted by a person designated and paid by the Municipality, will disclose.

6. Insofar as permitted by law, to indemnify the Affordable Housing Administrative Agent and/or his associated firm for any liability or expense, including costs of defense, resulting from any action at law related to any duty or responsibility imposed on the Affordable Housing Administrative Agent pursuant to Part III, 1. Hereof, instituted by anyone, except the Municipality, against the Affordable Housing Administrative Agent and/or his associated firm, unless and until a court of competent jurisdiction finds that the cause of such action is the negligence of the Affordable Housing Administrative Agent in a percentage in excess of his compensation from the Municipality, and/or his associated firm has acted outside the scope of his/their duties, and/or acted contrary to law, in which event the Municipality will be reimbursed for cost of defense, except that such reimbursement may be waived or apportioned in case of settlement, as agreed by the Municipality and Affordable Housing Administrative Agent.

VI. PAYMENT FOR SERVICES

1. All services outlined in Part III, will be compensated for the actual man-hours expended in accordance with the attached rate schedule, plus an amount equal to 1.10 times the cost of contracted services, including suppliers or sub-professionals, plus direct charges, including disbursements at cost and miscellaneous internal charges as herein described. Payment for attendance at public and/or workshop meetings will be compensated in accordance with the contract rate schedule attached herein. It is recognized that it is only anticipated to have the Affordable Housing Administrative Agent in attendance when needed on technical matters relating to administrative services.

2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3. Direct charges include disbursements, which are actual expenses incurred by the Affordable Housing Administrative Agent and/or his associated firm in connection with the project, and include, but are not limited to:

- a. Aerial photography or topography.
- b. Payment of permit fees, application fees, review fees and similar charges.
- c. Computer expenses, including time and proprietary program charges.
- d. Printing, reproduction, binding, collating, and other graphic services.
- e. Messenger service, postage and handling of drawings and specifications, reports, contracts, and other bulky items.

4. Prior to incurring such fees, approval by the Municipality is to be obtained.

VII. PERIOD OF SERVICE AND TERMINATION

1. If the Affordable Housing Administrative Agent is absent due to vacation or illness or becomes temporarily or permanently unable to fulfill the terms of this Agreement, the services provided for by this Agreement will become the responsibility of a qualified principal or associate of the Affordable Housing Administrative Agent's firm. It is understood and agreed by the parties hereto that in the event of the unexpected inability of the Affordable Housing Administrative Agent to perform under the terms of this Agreement, that a qualified associate or principal of the Affordable Housing Administrative Agent's associated firm may, without the specific agreement of the Municipality, proceed to fulfill the Affordable Housing Administrative Agent's responsibility under this Agreement.

2. Unless terminated by act of law or God, or as provided above, any agreement entered into, pursuant to this Contract, shall remain in force and shall be binding upon the Affordable Housing Administrative Agent, the Municipality and their heirs, successors and assigns until the Affordable Housing Administrative Agent's term of office expires.

3. Nothing herein shall be construed to prevent the Affordable Housing Administrative Agent and Municipality from agreeing to amend or revise the provisions of this Agreement at any time during the Affordable Housing Administrative Agent's term of office.

VIII. OWNERSHIP & REUSE OF DOCUMENTS

1. Ownership of Documents

All plans, specifications, reports, and other documents by the Municipality and submitted to the Municipality shall remain the property of the Municipality for use by the Municipality in current or future programs. Unless the Municipality directs otherwise, the Affordable Housing Administrative Agent shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints. All shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Affordable Housing Administrative Agent, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Affordable Housing Administrative Agent, as instruments of his service. The Municipality, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of all documents. The Affordable Housing Administrative

Agent will provide the Municipality, or its representatives, with access to her files during normal working hours for the purpose of determining the extent of necessary duplication.

2. Reuse of Documents

All documents, including drawings and specifications prepared by the Affordable Housing Administrative Agent pursuant to this Agreement, are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by Municipality or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Affordable Housing Administrative Agent for the specific purpose intended will be at Municipality's sole risk, with no liability or legal exposure to Affordable Housing Administrative Agent; and Municipality shall indemnify and hold harmless Affordable Housing Administrative Agent from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Affordable Housing Administrative Agent to further compensation at rates to be agreed upon by Municipality.

IX. AFFIRMATIVE ACTION

The Affordable Housing Administrative Agent will conform to the State of New Jersey Affirmative Action requirements, which are contained as Exhibit A and are attached hereto and made a part hereof.

X. BILLING RATES

A copy of the Affordable Housing Administrative Agent's current billing rates for various employee titles and classifications as Exhibit B, is attached hereto and made a part hereof.

XI. AUTHORIZATION OF CONTRACT

This Contract has been authorized by Resolution of the Township of Barnegat adopted at the reorganization meeting held on the 1st day of January 2026.

ATTEST:

**MUNICIPALITY:
TOWNSHIP OF BARNEGAT**

Donna M. Manno, RMC
Municipal Clerk

Pasquale Pipi
Mayor

WITNESS:



**AFFORDABLE HOUSING
ADMINISTRATIVE AGENT:
ARTHEON, INC.**



Trevor J. Taylor, PE, PP, CME, CFM
Executive Vice President

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor 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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 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. The contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

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

The contractor 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 contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

Artheon, Inc., a parent company of CME Associates, LLC., herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975 c. 127

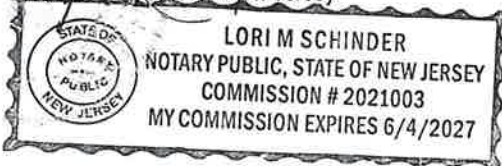
Sworn on this

day of

29th

May 20*16*

Notary Public, State of New Jersey



[Signature]
Trevor Taylor, P.E., P.P., C.M.E., C.F.M.
Authorized Signatory

Certification 77841

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2025** to **15-Nov-2028**

ARTHEON
1 TOWER CENTER BLVD FLR 20
EAST BRUNSWICK NJ 08816



Elizabeth Maher Mucio
ELIZABETH MAHER MUCIO
State Treasurer



Consulting Engineering Services General Conditions and Hourly Rate Schedule

Engineering Services	
Associate Engineer or Designer	\$157 per hour
Engineer or Senior Designer	\$166 per hour
Project Engineer or Senior Designer II	\$178 per hour
Associate Professional Engineer	\$185 per hour
Professional Engineer	\$201 per hour
Senior Professional Engineer, Principal Engineer, Or Project Leader	\$212 per hour
Management Services	
Project Manager	\$216 per hour
Program Manager	\$219 per hour
Senior Leadership	\$219 per hour
Environmental Services	
Environmental Tech	\$131 per hour
Associate Scientist / Staff Geologist	\$158 per hour
Scientist / Project Geologist	\$186 per hour
Lead Scientist / Senior Geologist	\$196 per hour
Senior Scientist	\$213 per hour
Associate Engineer, Environmental	\$175 per hour
Engineer, Environmental	\$191 per hour
Project Engineer, Environmental	\$196 per hour
Associate Professional Engineer, Environmental	\$201 per hour
Professional Engineer, Environmental	\$206 per hour
Construction Services	
Associate Construction Technician	\$105 per hour
Construction Technician	\$116 per hour
Senior Construction Technician	\$150 per hour
Construction Manager	\$168 per hour
Chief Construction Manager	\$189 per hour
Survey Services	
Survey Technician	\$122 per hour
Survey Manager	\$184 per hour
Professional Surveyor	\$203 per hour
Party Chief	\$165 per hour
Support Services	
Support Staff	\$117 per hour
Technical Staff	\$155 per hour
Licensed Tree Expert	\$167 per hour
Planning & Landscape Architecture Services	
Planner	\$152 per hour
Senior Planner	\$183 per hour
Professional Planner	\$213 per hour
Principal Planner	\$215 per hour
Associate Landscape Designer	\$150 per hour
Landscape Architect	\$187 per hour
Professional Landscape Architect	\$206 per hour



Invoices - Artheon Inc. will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by Consultants. Overtime rates are applicable after eight hours Monday through Friday, and all day

Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by Consultants are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by Consultants under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that Consultants is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, Consultants will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Consultants harmless for any damages to subterranean structures which are not called to Consultants's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for Consultants personnel and equipment necessary to complete the work. While Consultants will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to Consultants all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Consultants for proper performance of its services. Consultants shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, Consultants assumes no responsibility or liability for their accuracy or completeness.

Consultants will not direct, supervise or control the work of contractors or their subcontractors. Consultants services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

Consultants shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Consultants or its employees or subcontractors on a site shall imply that Consultants controls the operations of others, nor shall this be construed to be an acceptance by Consultants of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless Consultants and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - Consultants's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to Consultants's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by Consultants or \$50,000, whichever is less.

In no event shall Consultants be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing Consultants to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultants shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, Consultants may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Consultants in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of Consultants.

This agreement shall not create any rights or benefits to parties other than the Client and Consultants, except such other rights as may be specifically called for herein.