



AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

The Cooper Health System
One Cooper Plaza
Camden, New Jersey 08103

and the Consultant:
(Name, legal status, address, and other information)

To Be Completed

Consultant's discipline:

Mechanical, Electrical and Plumbing ("MEP") Commissioning Agent Consultant and Test and Balance Services

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Cooper University Health Care Master Campus Plan
One Cooper Plaza
Camden, New Jersey 08103

Tower A (335,000 SF) horizontal expansion (basement plus 10 floors and mechanical penthouse) to existing hospital at the corner of MLK Boulevard and Haddon Avenue. Central Utility Plant (7,810 SF) vertical expansion to support campus infrastructure improvement. Tower A Bridge Connector spanning over Haddon Avenue to existing MD Anderson Cancer Center. The Consultant will be required to provide the resources and staffing to support the Project described through its completion.

This Project will include diversity, equity, and inclusion requirements for the consultants and contractors. Tracking the performance metrics will be the responsibility of the Consultant.

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

See Project description

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

To Be Completed

.2 Date for commencement of construction:

To Be Completed

.3 Substantial Completion date:

To Be Completed

.4 Other milestone dates:

To Be Completed

§ 1.4 The parties recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall negotiate an adjustment to the schedule, the Consultant's services, and the Consultant's compensation as appropriate for a material change.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

See Exhibit A - Request for Proposal

§ 2.1.1 Grant Requirements.

§ 2.1.1.1 In connection with the financing of the Project, the Owner has secured multiple grants (the "Grants") which will be used to defray the Cost of the Work. Attached as Exhibit [E] is a summary of the various regulatory and other requirements associated with the Grants. The Consultant shall develop a plan to adhere to the Grant requirements and submit same to the Owner within thirty (30) days of execution of the Agreement. On a monthly basis the Consultant shall advise the Owner and its representatives in writing regarding ongoing compliance with the various Grant requirements.

§ 2.2 The Consultant shall perform its services consistent with the applicable professional standard of care (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project. Once appointed, the Consultant's representative shall not be changed without the Owner's written consent, which shall not be unreasonably withheld.

(List name, address, and other information.)

To Be Completed

§ 2.4 The Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals and named or listed on the respective firm's Professional Liability Insurance policy as an insured professional.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.7.3 Commercial umbrella or excess liability with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate.

§ 2.7.4 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.7.1 and 2.7.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.7.5 Workers' Compensation at statutory limits.

§ 2.7.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.7.7 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate. To the extent the Professional Liability excludes environmental liability claims, a separate pollution liability policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate shall be maintained.

.1 The professional liability policy shall be maintained in full force and effect during the course of the Project and shall be maintained/renewed, so as to provide for the same coverage for a period of ten (10) years after completion of the Project.

.2 In no event, shall the policy deductible, or any self-insured retention, exceed \$50,000.

§ 2.7.8 Cyber Liability with limits of not less than Three Million Dollars (\$3,000,000.00) per claim and in the aggregate. Coverage shall as a minimum include insuring agreements for Security and Privacy Liability, Breach Response, Regulatory Proceedings and Cyber Extortion/Ransomware,

§ 2.7.9 **Additional Insured Obligations.** To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Umbrella Liability to include the Owner and its subsidiary and affiliated organizations as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.7.10 The Consultant shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2. Consultant shall promptly advise Owner upon receipt of any notice from any insurance of cancellation or potential cancellation of any of the coverages required by this Section. In the event any consultants hired by the Consultant are not covered by Consultant's professional liability policy, Consultant shall submit for the Owner's prior review and approval evidence concerning the available insurance coverages provided by said consultants.

§ 2.7.11 **Waiver of Subrogation.** Consultant shall waive all right of recovery damages against Owner, its agents, officers, directors, employees, and Program Manager to the extent these damages are covered by the Commercial General Liability, Worker's Compensation, Comprehensive Auto Liability, or Umbrella Excess Liability Insurance, as required above.

§ 2.7.12 **No Representation or Coverage Adequacy.** In entering into this Agreement with the Consultant, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Consultant, and such coverage and limits shall not be deemed as a limitation on the Consultant's liability under the indemnities provided to the Owner in this Agreement, or any other provision of the Contract Documents. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner. Nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect the Consultant from greater loss.

§ 2.8 **Time.** The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Check one or both selections below.)

[] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's

Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
See Exhibit A - Request for Proposal	

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner’s written authorization and a written agreement as to the additional compensation necessary for such Services. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner’s behalf with respect to the Project.
(List name, address, and other information.)

The Cooper Health System
 1 Cooper Plaza
 Camden, New Jersey 08103
 Attn: Vice President of Design & Construction

§ 4.3 The Owner shall render decisions and approve the Consultant’s submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant’s services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant’s services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner an irrevocable, royalty free, nonexclusive license to reproduce and use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. The Owner shall have the express right to assign or transfer any license herein to another party without prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Owner or any assignee shall be at the Owner's sole risk and expense without liability to the Consultant and its design professionals.

§ 5.4.1 In the event of any termination, the Consultant consents to Owner's selection of a successor Consultant of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its right in good faith, or (2) for any termination for convenience, the Owner makes all payments due under this Agreement. The Consultant further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Consultant's Instruments of Service by the Owner and the successor Consultant as the Owner may desire. In the event that the Consultant is terminated and a successor Consultant is employed to complete the Project, the Consultant shall not be liable for the successor Consultant's work. The Owner shall indemnify and hold the Consultant harmless from and against any and all liabilities, damages, causes of action, losses, costs, or expenses arising out of or in connection with such uses of the Consultant's Instruments of Service by the Owner or any person or entity for whom the Owner may be responsible after the Consultant's termination; provided, however, that the Consultant remains liable under this Agreement for all of its acts and omissions up to and including the date of termination.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant, except to the extent the Owner is transferring this license to an affiliated ownership-entity for the Project. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected

in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant 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. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The law of the Project state shall govern the measure of damages between the parties.

§ 6.2 Dispute Resolution

§ 6.2.1 [INTENTIONALLY OMITTED]

§ 6.2.2 [INTENTIONALLY OMITTED]

§ 6.2.3 [INTENTIONALLY OMITTED]

§ 6.2.4 The method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction located in Camden County New Jersey.

Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted. Notwithstanding the above, the parties recognize that the Project is dependent upon the availability of grant funding from governmental sources and that the non-availability of designated funds may lead to suspension of the Project. In the event of suspension related to the non-availability of funds, the Consultant agrees that suspension due to disruptions in governmental funds shall not be grounds for an increase in the Consultant's fees, demobilization expenses, or termination by the Consultant under Article 7.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.5.1 In the event of any termination under Sections 7.4 or 7.5, the Consultant shall cooperate in good faith and provide any and all information reasonably requested by Owner in connection with the completion of the Project. The Consultant will be entitled to compensation for time spent providing such assistance at the hourly rates provided in Consultant's proposal appended to this Agreement. In no event shall the Consultant be entitled to additional monies for anticipated profit be allowed on services not performed.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

See Exhibit D - Compensation & Hourly Billable Rates by Title

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit D - Compensation & Hourly Billable Rates by Title

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit D - Compensation & Hourly Billable Rates by Title

Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid zero (0) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.
(Insert rate of monthly or annual interest agreed upon.)

zero percent (0 %)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

N/A

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

§ 8.7 [INTENTIONALLY OMITTED]

§ 8.8 To the extent the Consultant engages a subcontractor to provide tangible goods or services for the Project, the Consultant agrees to provide subcontractor with a copy of the Form ST-5, the New Jersey sales tax exemption certificate attached as Exhibit F. The Consultant further agrees to cooperate with subcontractor to obtain any exemption from New Jersey sales and use tax to the extent such an exemption is available in respect of any tangible goods or services provided by subcontractor pursuant to this Agreement or any separate agreement between the subcontractor and the Consultant. The Consultant agrees not to charge or attempt to collect, directly or indirectly, any sales tax attributable to goods and or services provided by subcontractor, to the extent such goods and services are exempt from New Jersey sales and use tax under applicable New Jersey law and in accordance with the Form ST-5.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or affiliated company if the lender or affiliate agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 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 Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information

strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1. Notwithstanding the foregoing or any other provision of this Agreement, confidential or business proprietary information disclosed during the term of this Agreement shall be treated as confidential and safeguarded hereunder by the Consultant for a period of five (5) years from the date of disclosure unless such obligation terminates earlier in accordance with the terms contained herein.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 10.1 The Consultant's records shall be subject to audit by Owner or Owner's designated representative and such records shall include but not be limited to accounting records, timesheets, payroll records, invoices, expense reimbursement supporting documentation, payroll records, additional service files, correspondence and electronic communications, general ledger entries, and any other records which may have a bearing on matters of interest to Owner in connection with the Project. These records shall be subject to audit during the Project and for a period of five years beyond the Certificate of Final Completion.

§ 10.2 The Consultant shall indemnify and hold the Owner and Owner's trustees, officers, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent that they are caused by the negligent, reckless, or intentional acts or omissions of Consultant, its employees or agents, in the performance of professional services under this Agreement.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:

- .3 Scope of Services Exhibit(s) listed in section 2.1, if applicable
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

Exhibit A - Request for Proposal dated [xxx] (xxx pages)
Exhibit B – Consultant's Proposal for Services dated [xxx] (xxx pages)
Exhibit C – Cooper Contractor Safety Program dated September 23, 2019 (14 pages)
Exhibit D – Compensation & Hourly Billable Rates by Title dated [xxx] (xxx pages)
Exhibit E – Grant Requirements dated 12/20/2023 (4 pages)
Exhibit F – Form ST-5

Exhibit B is incorporated into the Agreement solely to further describe the Scope of Services. All other terms and conditions therein are expressly excluded from the Agreement.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONSULTANT *(Signature)*

(Printed name and title)

(Printed name and title)



Additions and Deletions Report for AIA® Document C103® – 2015

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:48:21 ET on 02/13/2025.

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AGREEMENT made as of the day of ~~_____~~ in the year ~~_____~~

...

The Cooper Health System
One Cooper Plaza
Camden, New Jersey 08103

...

To Be Completed

...

Mechanical, Electrical and Plumbing ("MEP") Commissioning Agent Consultant and Test and Balance Services

...

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Cooper University Health Care Master Campus Plan
One Cooper Plaza
Camden, New Jersey 08103

Tower A (335,000 SF) horizontal expansion (basement plus 10 floors and mechanical penthouse) to existing hospital at the corner of MLK Boulevard and Haddon Avenue. Central Utility Plant (7,810 SF) vertical expansion to support campus infrastructure improvement. Tower A Bridge Connector spanning over Haddon Avenue to existing MD Anderson Cancer Center. The Consultant will be required to provide the resources and staffing to support the Project described through its completion.

This Project will include diversity, equity, and inclusion requirements for the consultants and contractors. Tracking the performance metrics will be the responsibility of the Consultant.

PAGE 2

See Project description

...

To Be Completed

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To Be Completed

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To Be Completed

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To Be Completed

~~§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, parties recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust negotiate an adjustment to the schedule, the Consultant's services, and the Consultant's compensation.~~
§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, parties recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust negotiate an adjustment to the schedule, the Consultant's services, and the Consultant's compensation as appropriate for a material change.

PAGE 3

See Exhibit A - Request for Proposal

§ 2.1.1 Grant Requirements.

§ 2.1.1.1 In connection with the financing of the Project, the Owner has secured multiple grants (the "Grants") which will be used to defray the Cost of the Work. Attached as Exhibit [E] is a summary of the various regulatory and other requirements associated with the Grants. The Consultant shall develop a plan to adhere to the Grant requirements and submit same to the Owner within thirty (30) days of execution of the Agreement. On a monthly basis the Consultant shall advise the Owner and its representatives in writing regarding ongoing compliance with the various Grant requirements.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances, applicable professional standard of care (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project. Once appointed, the Consultant's representative shall not be changed without the Owner's written consent, which shall not be unreasonably withheld.

...

To Be Completed

...

~~§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.~~
§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals and named or listed on the respective firm's Professional Liability Insurance policy as an insured professional.

...

§ 2.7.1 Commercial General Liability with policy limits of not less than (\$ →) One Million Dollars (\$1,000,000.00) for each occurrence and (\$ →) Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant-owned, and non-owned vehicles used used, by the Consultant with policy limits of not less than (\$) per claim and (\$) in the aggregate for bodily injury and property damage One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2. Commercial umbrella or excess liability with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate.

PAGE 4

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than (\$). The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.7.1 and 2.7.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate. Workers' Compensation at statutory limits.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate. To the extent the Professional Liability excludes environmental liability claims, a separate pollution liability policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate shall be maintained.

.1 The professional liability policy shall be maintained in full force and effect during the course of the Project and shall be maintained/renewed, so as to provide for the same coverage for a period of ten (10) years after completion of the Project.

.2 In no event, shall the policy deductible, or any self-insured retention, exceed \$50,000.

§ 2.7.8 Cyber Liability with limits of not less than Three Million Dollars (\$3,000,000.00) per claim and in the aggregate. Coverage shall as a minimum include insuring agreements for Security and Privacy Liability, Breach Response, Regulatory Proceedings and Cyber Extortion/Ransomware,

§ 2.7.9 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Umbrella Liability to include the Owner and its subsidiary and affiliated organizations as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.7.10 The Consultant shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2. Consultant shall promptly advise Owner upon receipt of any notice from any insurance of cancellation or potential cancellation of any of the coverages required by this Section. In the event any consultants hired by the Consultant are not covered by Consultant's professional liability policy, Consultant shall submit for the Owner's prior review and approval evidence concerning the available insurance coverages provided by said consultants.

§ 2.7.11 Waiver of Subrogation. Consultant shall waive all right of recovery damages against Owner, its agents, officers, directors, employees, and Program Manager to the extent these damages are covered by the Commercial General Liability, Worker's Compensation, Comprehensive Auto Liability, or Umbrella Excess Liability Insurance, as required above.

§ 2.7.12 No Representation or Coverage Adequacy. In entering into this Agreement with the Consultant, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Consultant, and such coverage and limits shall not be deemed as a limitation on the Consultant's liability under the indemnities provided to the Owner in this Agreement, or any other provision of the Contract Documents. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner. Nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect the Consultant from greater loss.

PAGE 5

See Exhibit A - Request for Proposal

...

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. ~~authorization and a written agreement as to the additional compensation necessary for such Services.~~ Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

...

The Cooper Health System
1 Cooper Plaza
Camden, New Jersey 08103
Attn: Vice President of Design & Construction

PAGE 6

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner ~~a~~ an irrevocable, royalty free, nonexclusive license to reproduce and use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. ~~Project.~~ The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. ~~If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.~~ The Owner shall have the express right to assign or transfer any license herein to another party without prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Owner or any assignee shall be at the Owner's sole risk and expense without liability to the Consultant and its design professionals.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use

~~of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4. of any termination, the Consultant consents to Owner's selection of a successor Consultant of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its right in good faith, or (2) for any termination for convenience, the Owner makes all payments due under this Agreement. The Consultant further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Consultant's Instruments of Service by the Owner and the successor Consultant as the Owner may desire. In the event that the Consultant is terminated and a successor Consultant is employed to complete the Project, the Consultant shall not be liable for the successor Consultant's work. The Owner shall indemnify and hold the Consultant harmless from and against any and all liabilities, damages, causes of action, losses, costs, or expenses arising out of or in connection with such uses of the Consultant's Instruments of Service by the Owner or any person or entity for whom the Owner may be responsible after the Consultant's termination; provided, however, that the Consultant remains liable under this Agreement for all of its acts and omissions up to and including the date of termination.~~

~~§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Consultant, except to the extent the Owner is transferring this license to an affiliated ownership-entity for the Project. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.~~

~~PAGE 7~~

~~§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7. law of the Project state shall govern the measure of damages between the parties.~~

~~§ 6.2 Mediation~~

~~§ 6.2 Dispute Resolution~~

~~§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. [INTENTIONALLY OMITTED]~~

~~§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. [INTENTIONALLY OMITTED]~~

~~§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. [INTENTIONALLY OMITTED]~~

~~§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the The method of binding dispute resolution shall be the following:~~

~~...~~

[] Litigation in a court of competent jurisdiction located in Camden County New Jersey.

...

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

...

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted. Notwithstanding the above, the parties recognize that the Project is dependent upon the availability of grant funding from governmental sources and that the non-availability of designated funds may lead to suspension of the Project. In the event of suspension related to the non-availability of funds, the Consultant agrees that suspension due to disruptions in governmental funds shall not be grounds for an increase in the Consultant's fees, demobilization expenses, or termination by the Consultant under Article 7.

PAGE 8

§ 7.5.1 In the event of any termination under Sections 7.4 or 7.5, the Consultant shall cooperate in good faith and provide any and all information reasonably requested by Owner in connection with the completion of the Project. The Consultant will be entitled to compensation for time spent providing such assistance at the hourly rates provided in Consultant’s proposal appended to this Agreement. In no event shall the Consultant be entitled to additional monies for anticipated profit be allowed on services not performed.

...

See Exhibit D - Compensation & Hourly Billable Rates by Title

...

See Exhibit D - Compensation & Hourly Billable Rates by Title

...

See Exhibit D - Compensation & Hourly Billable Rates by Title

...

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant’s invoice. Amounts unpaid zero (0) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

...

zero percent (0 %)

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§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of zero percent (0 %) of the expenses incurred.

...

N/A

...

§ 8.7 Compensation for Use of Consultant’s Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Consultant’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 8.7 [INTENTIONALLY OMITTED]

§ 8.8 To the extent the Consultant engages a subcontractor to provide tangible goods or services for the Project, the Consultant agrees to provide subcontractor with a copy of the Form ST-5, the New Jersey sales tax exemption certificate attached as Exhibit F. The Consultant further agrees to cooperate with subcontractor to obtain any exemption from New Jersey sales and use tax to the extent such an exemption is available in respect of any tangible goods or services provided by subcontractor pursuant to this Agreement or any separate agreement between the subcontractor and the Consultant. The Consultant agrees not to charge or attempt to collect, directly or indirectly, any

sales tax attributable to goods and or services provided by subcontractor, to the extent such goods and services are exempt from New Jersey sales and use tax under applicable New Jersey law and in accordance with the Form ST-5.

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.~~located.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or affiliated company if the lender or affiliate agrees to assume the Owner's rights and obligations under this Agreement.

...

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1. Notwithstanding the foregoing or any other provision of this Agreement, confidential or business proprietary information disclosed during the term of this Agreement shall be treated as confidential and safeguarded hereunder by the Consultant for a period of five (5) years from the date of disclosure unless such obligation terminates earlier in accordance with the terms contained herein.

PAGE 10

§ 10.1 The Consultant's records shall be subject to audit by Owner or Owner's designated representative and such records shall include but not be limited to accounting records, timesheets, payroll records, invoices, expense reimbursement supporting documentation, payroll records, additional service files, correspondence and electronic communications, general ledger entries, and any other records which may have a bearing on matters of interest to Owner in connection with the Project. These records shall be subject to audit during the Project and for a period of five years beyond the Certificate of Final Completion.

§ 10.2 The Consultant shall indemnify and hold the Owner and Owner's trustees, officers, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent that they are caused by the negligent, reckless, or intentional acts or omissions of Consultant, its employees or agents, in the performance of professional services under this Agreement.

...

- .1 AIA Document C103™ ~~2014,~~ C103™-2015, Standard Form of Agreement Between Owner and Consultant.

...

- .3 Scope of Services Exhibit(s) listed in section ~~2.12.1,~~ if applicable

...

(List other documents hereby incorporated into the Agreement.)

Exhibit A - Request for Proposal dated [xxx] (xxx pages)

Exhibit B – Consultant's Proposal for Services dated [xxx] (xxx pages)

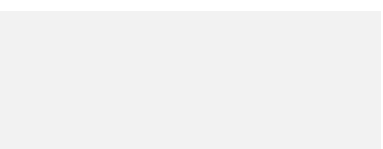
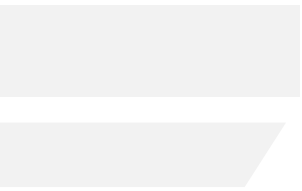
Exhibit C – Cooper Contractor Safety Program dated September 23, 2019 (14 pages)

Exhibit D – Compensation & Hourly Billable Rates by Title dated [xxx] (xxx pages)

Exhibit E – Grant Requirements dated 12/20/2023 (4 pages)

Exhibit F – Form ST-5

Exhibit B is incorporated into the Agreement solely to further describe the Scope of Services. All other terms and conditions therein are expressly excluded from the Agreement.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Vazquez, JD, Chief Legal Officer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:48:21 ET on 02/13/2025 under Order No. 4104246895 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ – 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)