

March 11, 2026

Town Commission and Town Manager  
Town of Cottage City  
3820 40th Avenue  
Cottage City, Maryland 20722

Attn: John Hoatson, Town Manager

**RE: Old Firehouse Project - A/E Services Proposal**

Dear Commissioners and Town Manager:

On behalf of Charles P. Johnson & Associates, Inc. (CPJ), we are pleased to submit this high-level proposal to provide design, bidding, and construction management services for the Old Firehouse Project in Cottage City. This proposal is intended to outline our understanding of the anticipated professional services and associated fees based on currently available information and recent correspondence with the Town.

CPJ will serve as the Prime Consultant and will lead a multidisciplinary team of qualified subconsultants providing architectural, structural, mechanical, electrical, plumbing (MEP), building permitting services, and construction administration. Our team has extensive experience delivering renovation and adaptive reuse projects for municipal clients, particularly involving older facilities where early coordination, clear documentation, and disciplined construction oversight are critical to project success.

**Project Understanding and Approach**

Based on our current understanding, this engagement is being conveyed as a high-level proposal and has been developed without the opportunity for the full consultant team to conduct field inspections of the existing firehouse. As such, our scope and fee reflect this limitation. Upon issuance of a Notice to Proceed (NTP), CPJ's immediate priority will be to authorize the structural engineer to perform an on-site inspection of the existing building to assess structural conditions and inform subsequent design decisions. This early effort is critical to validating assumptions and managing project risk.

Throughout the design and construction phases, CPJ will act as the Town's representative, coordinating consultant activities, supporting procurement, and providing construction phase services to help ensure the project is delivered in conformance with the approved documents, budget, and schedule.

**Scope of Services (High-Level)**

Our anticipated scope includes the following major phases:

**Design Services**

- Coordination and management of architectural, structural, and MEP subconsultants
- Development of design and construction documents suitable for bidding
- Ongoing coordination with the Town to confirm scope, priorities, and constraints

**Bidding Services**

- Support during contractor procurement
- Responses to bidder questions and addenda coordination, as needed

**Construction Management / Construction Administration Services**

- Construction phase administration and coordination
- Review of submittals, RFIs, and pay applications
- Periodic site visits and progress meetings
- Support through substantial completion and project closeout

**Fee Summary**

Based on the above understanding, CPJ proposes the following **lump-sum fee structure**:

<b>Phase</b>	<b>Fee</b>
Design Services	\$150,000
Bidding Services	\$10,000
Construction Administration Services	\$75,000
<b>Total Fee</b>	<b>\$235,000</b>

Work requested which is not covered under this or subsequent proposals and/or shown as time basis items shall be undertaken at the following approved hourly rates.

**Time Basis Hourly Rates**

<b>Title</b>	<b>Rate</b>
Executive	\$300.00
Principal / Division Manager	\$250.00
Sr. Project Manager	\$200.00
Sr. Designer II	\$185.00
Sr. Designer I / Sr. Inspector	\$160.00
Designer / Inspector	\$140.00
CAD Technician	\$125.00
Administrative	\$90.00

This proposal assumes a conventional construction administration role and does not include full-time, on-site inspection unless specifically authorized by the Town through a separate agreement or amendment.

### **Assumptions and Limitations**

1. This proposal is conceptual and high-level, based on limited existing condition information.
2. Full field investigation by all disciplines is not included prior to NTP.
3. Structural inspection will be prioritized immediately upon NTP.
4. Significant scope changes, unforeseen conditions, or expanded services may require fee adjustment.
5. Permitting and agency review durations are subject to third-party review timelines.

CPJ appreciates the opportunity to support the Town of Cottage City on the Old Firehouse Project and looks forward to collaborating with Town leadership to advance this important community investment. We are committed to providing responsive leadership, disciplined coordination, and practical solutions throughout design and construction.

Please do not hesitate to contact me if you have any questions or wish to refine the scope or approach outlined herein.

Sincerely,



James G. Gittens, PE  
Public Sector Division Manager  
Charles P. Johnson & Associates, Inc.  
(301) 220 0600 x615  
jgittens@cpja.com

Enclosed: CPJ Standard Conditions

These Terms and Conditions are incorporated by reference into the Proposal (the “Proposal”) from Charles P. Johnson and Associates, Inc., a Maryland Corporation (“CPJ”), to the named client (the “Client) for performance of services described in the Proposal and associated with the project described in the Proposal (the “Project”) and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the “Agreement”) between CPJ and the Client.

## **Article 1 - Professional Services**

**a. Scope of Services** - CPJ has endeavored to include all reasonably foreseeable agency requirements in this Proposal (the “Scope”) based on the information provided and available at the time of the Proposal. Fees quoted are for the specific operations described; additional operations required will be quoted when the scope is determined. The fees quoted for design plans are for the work necessary to comply with agency submittal requirements and regulations consistent with good design practice and assume normal processing with the appropriate agencies. If any changes to applicable laws or regulations occur during the project, CPJ, after consulting with the Client, will incorporate those changes into the design documents, with reasonable adjustments to the project schedule and fees, as necessary.

If in CPJ’s professional judgment the Scope must be expanded or revised, CPJ will forward a change order request to the Client that describes the revision to the Scope (the “Change Order”) and any associated increased fee. The Client may approve a Change Order in writing or by electronic verification.

In the event Client elects to proceed with the design of plans concurrently, it is understood that any extra work required, by virtue of change in plans by any approving agency or the Client, will be billed on a time basis. Changes in one plan may result in extra work on all other plans. Revisions to previously approved drawings or other documents made necessary by Client or agency requested changes after the fact or due to Client requested changes will be considered as additional services.

**b. Schedule of Services** – It is the policy of CPJ to complete all engineering and surveying services in a timely manner. However, there is no guarantee, either expressed or implied, as to when the work will be completed or when plans will be reviewed or approved by the applicable governing agencies unless otherwise noted in our Proposal.

**c. Standard of Care** - In connection with the services performed hereunder, CPJ will use that degree of care and skill ordinarily exercised under like and similar conditions by reputable members of the consulting profession practicing at the time and in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services.

**d. Representations** – CPJ represents that it and its consultants have and shall maintain throughout the performance of this Agreement the requisite licenses, registrations, and/or certifications required for the performance of the services in the jurisdiction(s) in which the Project is located.

**e. Permits / Approvals** – CPJ shall assist the Client in applying for and obtaining permits and approvals normally required. This assistance is limited to the scope of the tasks in this proposal. The assistance provided is not to be considered a guarantee of approval or issuance of a permit. Although it is the intent of CPJ to perform all services necessary to receive approvals from the required government agencies, no guarantee expressed or implied is made as to government agency approval. The Client is responsible for all permit fees and bonds.

**f. Opinions of Probable Quantities and Costs** - CPJ’s opinions on probable construction or development costs are based on industry knowledge and are intended solely to assist the Client with budget planning. These opinions are not guarantees or warranties that actual construction costs

will align with the Project budget at the time of bidding or contracting. Earthwork quantity estimates, provided exclusively for permit fee calculations, are subject to conditions beyond CPJ’s control, such as soil variability, survey and construction tolerances, and compaction ratios. CPJ does not guarantee the accuracy of these estimates, and Clients should require contractors to provide independent quantity estimates in their bids. Since CPJ cannot control labor, material, equipment costs, contractor pricing methods, competitive bidding, or market conditions, cost estimates are based on the unit prices provided by the Client or Municipality, available data, and experience. These estimates represent a design professional’s best judgment but are not assurances against variance in bids, proposals, or actual construction costs. CPJ’s role regarding bids is limited to helping the Client tabulate budget categories, with no responsibility assumed for the accuracy of these budget opinions. Unless explicitly agreed in a signed document, no fixed construction cost limit is set as a condition of this Agreement based on these cost opinions.

**g. Site Safety** – The presence of CPJ staff or its consultants at the Project site shall not be deemed an assumption by CPJ of any obligations, duties, or responsibilities for the safety of others at the site. The Client understands that, in accordance with generally accepted construction practices, the Client and the Contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and compliance with OSHA regulations and for establishing any safety or security programs, and shall inform CPJ of any of the same as CPJ and its employees and consultants visit the Project or otherwise perform services under this Agreement. Owner and Contractor shall arrange for safe access to the Project and make all provisions for CPJ and its employees and consultants to enter upon the Project as required for CPJ to perform services under this Agreement. These requirements will apply continuously and not be limited to normal working hours. This includes, but is not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, supervising, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. CPJ, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

**h. Site Stakeout** – The following additional conditions pertain to construction stakeout:

- i.** In the event the Client elects to utilize another consultant for construction stakeout, CPJ must be sent all grade/cut sheets for approval prior to construction. CPJ will review all grade/cut sheets within one (1) business day from receipt. Failure by the Client to give CPJ the opportunity to approve all grade/cut sheets will result in the Client accepting liability for any construction issues/errors.
- ii.** All survey control points will be set at selected locations and will be conspicuously flagged with guard stakes. Work required to reset a destroyed control point will be billed at the hourly rates stipulated in this proposal.
- iii.** A minimum of four (4) hours work is required for each field stakeout request. All operation fees based on an hourly rate will be billed subject to this minimum, and per unit fees will be subject to hourly rate fees for less than minimum orders.

- iv. CPJ will not accept any liability for construction errors unless the survey point(s) on which the construction was based remain and CPJ has had the opportunity to verify the stakeout. In the event the error was caused by CPJ through either stakeout or design, CPJ reserves the right to utilize the contractor of their choice to correct the deficiency.
- v. To assure quality, CPJ utilizes a series of stakeout checks to verify accuracy of stakes placed in the field. All checks are performed the working day following the completion of the stakeout. Construction utilizing the stakeout prior to CPJ having an opportunity to verify, will be at the contractor's risk.
- vi. Stakeout fees are quoted assuming reasonable economy of scale. Restakes done on a time basis frequently exceed the unit price quoted. These conditions are designed to ensure accurate and reliable construction stakeout, minimizing potential issues, and maintaining project quality.
- j. **Notice of Nonconformance** – If the Client observes or becomes aware of any errors, omissions, or inconsistencies in the any documents provided by CPJ or any fault or defect in the Project, the Client shall promptly give written notice to CPJ.
- k. **Project Permit and Review Fees** – The Client shall pay all fees required to secure jurisdictional reviews and approvals for the Project.
- l. **Recorded Documents** – The Client will be responsible for processing legal documents (easements, etc.) and will furnish CPJ with a copy of all recorded documents prepared by CPJ and recorded by the Client.
- m. **Adjacent Properties** – The Client will be responsible for obtaining any off-site easements or notarized letters of permission for off-site construction, if required.
- n. **Notice of License or Royalty Fee.** The Client shall inform CPJ if any invention, design, process, product or devise that Client has requested, required or recommended for inclusion in the plans will be subject to payment (whether by Client or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

## **Article 2 – Client's Responsibilities**

- a. **Client's Representative** – The Client shall designate one or more representatives with the authority to act on the Client's behalf regarding the Project. If, for any reason, the Client's designated representative is replaced during the progress of the Project, CPJ shall have the right to renegotiate its compensation in response to the change.
- b. **Program** – If available and integral to the Project scope, the Client shall provide a detailed description, program, and any budget parameters or special criteria related to the Project or CPJ's services, which will become part of this Agreement. Any changes to these items must be communicated in writing to CPJ immediately for review.
- c. **Responsibility for Requirements and Instructions.** Client shall be responsible for all requirements and instructions that it furnishes to CPJ pursuant to this Agreement, and for accuracy and completeness of all programs, reports, data, and other information furnished by Client to CPJ pursuant to this Agreement. CPJ may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- d. **Independent Consultants.** Client shall advise CPJ of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, Project peer review, value engineering, and constructability review.
- e. **Existing Information** – Client shall furnish any and all information relevant and relating to the Project in its possession or secured at a later date, including reports, plans, drawings, surveys, deeds, topographical information, reports, etc.
- f. **Independent Testing** – The Client shall provide independent testing or consulting services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics. Client may authorize CPJ, for an agreed upon fee, to obtain or provide additional information as required for the Project but not otherwise identified in this agreement. Testing schedule and results may affect project schedule and scope of services.
- g. **Right to Rely** – Unless expressly agreed in writing as part of the Scope, CPJ shall be entitled to rely on the accuracy and completeness of all information, test results, and work product provided by the Client and the Client's Consultants. CPJ shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client.
- h. **Site Access** – The Client shall provide for CPJ's right to enter, as necessary, property owned by the Client or others so CPJ may perform the services outlined in the Proposal, as further discussed in Paragraph 1.G above.
- i. **Approvals** – Client's directions, decisions, approvals, reviews, and responses shall be communicated to CPJ in a timely manner so as not to delay the performance of services.

## **Article 3 – Ownership of Documents**

- a. **Ownership of Documents** – All documents prepared by CPJ as instruments of service pursuant to this Agreement, including all associated copyrights and the rights of reuse at the discretion of CPJ, shall be the sole property of CPJ, whether or not the Project is completed. The Client agrees that all documents furnished to the Client or the Client's agents or designers, if not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever. The Client further agrees that under no circumstances shall any documents produced by CPJ pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of CPJ. Should the Client declare bankruptcy or be in default of any kind, CPJ, being the sole owner of the documents, retains the right to market, sell, or use the documents at its sole preference.
- b. **Reproduction of Documents** – CPJ will furnish two (2) copies of all approved plans produced under this Agreement to the Client and grants to the client an irrevocable, non-exclusive license to reproduce the plans and other design materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all design plans and materials and copies in the Client's possession or control, are to be returned to CPJ within thirty (30) days of the Notice of Termination.
- c. **Electronic Documents** - CPJ prepares plans utilizing computer programs that result in an electronic version of the plans. The work product delivered pursuant to this contract is paper copies of the approved plans/documents or digitally signed/approved PDF copies of the approved plans/documents. The electronic plan files shall remain the property of CPJ. CPJ may from time-to-time consent to transfer the electronic files to a third party if requested by the Client. Digital data may not be released in any form to any other individual or firm or review agency, or other entities without the express written consent of CPJ. Users of the data must agree to the limitations of CPJ's liability and shall agree to use the data only in accordance with the terms of CPJ's Digital Data Release Form. The Client hereby expressly agrees that CPJ shall have no liability for the accuracy or suitability for any use of the electronic files and any changes to the electronic files voids any liability to CPJ. The electronic files are expressly not to be used for construction. Only the signed approved mylar or paper copy is to be used for construction.
- d. **Unauthorized Use** – The Client, to the fullest extent permitted by law, shall indemnify and hold harmless CPJ for costs, including legal fees, liability, or loss, which result from unauthorized use or modification of any documents produced by CPJ under this Agreement for this Project or any other purpose.

## **Article 4 – Compensation and Payment**

- a. Compensation** – Compensation for Professional Services performed under this Agreement should be at the amount defined and agreed upon in the Proposal, subject to the provisions of this Agreement. Operations invoiced on a "time basis" will be billed at the prevailing hourly rates at the time of invoicing. Additional services, when requested by and agreed to by the Client, shall be compensated on a "time basis" or based on a negotiated fee provided as a Change Order to the proposal. Tasks/Operations quoted but not required will not be billed.
- b. Payment** – CPJ shall prepare invoices in accordance with its standard invoicing practices, progress reporting and special invoicing requirements. Invoices will be rendered on a monthly progress or phase completion basis, and payment is due within thirty (30) days of the date of the invoice. A monthly interest charge of one (1) percent may be charged against accounts more than sixty (60) days past due from the date of the invoice. Questions regarding invoices must be presented in written form within thirty (30) days of the disputed invoice. After thirty (30) days all invoices will be deemed correct. If CPJ elects to utilize a collection service to collect payments due, the Client is liable for all collection and attorney fees. Failure to pay invoices on time may be considered a delay caused by the Client. CPJ may stop work and or not release documents to the Client, Client's agents, or public agencies if the payment for work done on any part of the Project is past due. In the unlikely event of litigation for pursuit of unpaid invoices, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and reasonable attorneys' fees incurred in enforcing this Agreement.
- c. Obligation** – Notwithstanding any other provision in this Proposal, the Client shall be responsible for ensuring payment to CPJ for all services provided. CPJ's entitlement to payment shall not be contingent upon the Client's receipt of funds from any other arrangement and CPJ will not bear liability for disputes between the Client and any other entity regarding payment issues. Any non-payment shall constitute a material breach of this Agreement.
- d. Disputed Invoices.** If Client disputes an invoice, either as to an amount or entitlement, then Client shall promptly advise CPJ in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of this Article 4. After a disputed item has been resolved, CPJ shall revise or include the agreed upon amount on a new invoice.
- e. Sales or Use Taxes.** If after the date of this Agreement any governmental entity takes an action that imposes additional sales or use taxes on CPJ's services or compensation under this Agreement, then CPJ may invoice such additional sales or use taxes for reimbursement by Client. Client shall reimburse CPJ for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which CPJ is entitled under the terms of the Agreement and Proposal.
- f. Deposit** – CPJ reserves the right to require a deposit of an amount deemed appropriate to begin new work or continue work when payments are past due. In this event, the Client shall deliver to CPJ advance funds to be held by CPJ as an advance against future billings. The deposit shall not be required to be held in a separate account, nor shall it bear interest.
- g. Reimbursables** – Expenditures made by CPJ in the interest of the Project will be billed at cost plus an administrative fee of **15.00%**. Plan copies and prints required for agency submission and for Client use will be billed. Reproduction costs and filing fees required for plans and plats are not included in the fees quoted. Review and filing fees should be paid directly to the agencies by the Client.
- h. ACH Payments:** ACH payments are our preferred method of payment. They offer a secure and efficient way to process transactions. For ACH payment details, please contact our Corporate Office at 301-434-7000.
- i. Credit Card Payments** – Credit Card payments are subject to a processing fee of **5.00%** and can only be accepted by contacting our Corporate Office at 301-434-7000. Please have your invoice number(s), dates, amounts or new proposal information available.

## **Article 5 – Insurance, Liability, and Indemnification**

- a. Insurance** – CPJ maintains workers' compensation, general liability, auto liability, and professional liability insurance. Upon request, CPJ will provide a certificate of insurance and will make reasonable efforts to name Client as an additional insured. Client acknowledges review and acceptance of CPJ's coverage limits and agrees CPJ's liability shall not exceed those limits. CPJ may modify its insurance terms without notice, except for reductions in limits, which require prior notice to Client.
- Client shall maintain general liability and property insurance as Project owner and provide proof to CPJ. All construction contracts must require builder's risk or equivalent property insurance.
- b. Limited Liability** – CPJ's liability under this agreement shall be limited to damages resulting from CPJ's errors, omissions or negligent acts arising from the services performed pursuant to this agreement. CPJ will not be held responsible for any claims based on delay of the Project in design or construction phase. CPJ's liability is limited to the coverage amount of CPJ's insurance. The liability of CPJ, if any, for back charges arising from these acts is wholly dependent upon notification of CPJ prior to the initiation of corrective work which is reasonably sufficient to enable CPJ to assess and monitor the intended corrective work.
- c. Claims** – In the event the Client makes a claim or brings an action against CPJ for any acts arising out of the performance of the services hereunder, and the Client fails to prove such claim or action, the Client shall pay all legal and other costs incurred by CPJ in defense of such claim or action.
- d. Time Limitations** – No claim shall be filed in the court of law relating to the performance of CPJ, its employees or its subcontractors, for any reason after six (6) months of the completion of the Project. Completion of the Project is defined as the date of completion of the tasks under the Proposal as indicated by a complete billing of the authorized and necessary tasks.
- e. Indemnification** – The Client and CPJ each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees as are awarded according to applicable law, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.
- f. Consequential Damages** – The Client and CPJ waive consequential, incidental, and indirect damages for claims, disputes or other matters in question arising out of or related to this Agreement or the Project. This mutual waiver is applicable, without limitation, to ALL consequential damages including due to either party's termination in accordance with the termination provisions of this Agreement. Such excluded damages include, but are not limited to, loss of profits or revenue, loss of use or opportunity, loss of goodwill, cost of substitute facilities, goods or services, and cost of capital.
- g. Hazardous Materials Waiver** – CPJ and its consultants have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, and Client shall indemnify and hold harmless CPJ and its officers, directors, members, partners, agents and employees from losses, damages and judgments (including reasonable consultant' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from the presence of such hazardous materials.
- h. Waiver of Subrogation.** All policies of property insurance relating to the Project held by CPJ and Client, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against CPJ, its employees and consultants. Client and CPJ waive all rights against each other, Contractor and the respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such insurance policies related to the Project. Client and CPJ shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

## **Article 6 – Suspension/Termination and Dispute Resolution**

- a. Termination** – This Agreement may be terminated by either party after giving thirty (30) days' written notification of Intent to terminate to the other party and by payment of the balance due to CPJ by the Client. This balance will be arrived at by tabulation of hours spent times the hourly rates in effect at the time of termination.
- b. Aged Accounts** – The Client's failure to make payments to CPJ in accordance with the provisions of this Agreement may be deemed a substantial failure to perform and a cause for termination or suspension of services. CPJ shall have no liability to the Client for any delays caused by a suspension or termination under this provision.
- c. Stop Work** – The Client may stop or suspend work at any time on any or all operations covered by this Agreement. Notice to stop work must be in writing. The Client will be responsible for payment of all time spent, billed or unbilled, prior to the notice to stop work. CPJ reserves the right to re-negotiate the terms of the proposal upon work stoppage or delay caused by the Client, public agencies, or causes beyond the control of CPJ. CPJ may, after giving three (3) day written notice to Client, suspend services under this Agreement, (i) if Client has failed to pay CPJ for invoiced services and expenses, as required herein, (ii) in response to the presence of hazardous materials at the Project, or (iii) if persistent circumstances beyond the control of CPJ have prevented it from performing its obligations under this Agreement.
- d. Negotiation** – The Client and CPJ agree to negotiate all disputes between them in good faith for a period of thirty (30) days. If the parties fail to resolve a dispute through negotiation, then they shall first submit all matters in question to mediation under the current Construction Industry Rules of the American Arbitration Association. If such mediation is unsuccessful in resolving the dispute, then the parties may mutually agree to dispute the resolution or seek to have the dispute resolved by a court of competent jurisdiction having jurisdiction at the location of the Project, or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located. The prevailing party in any such proceeding shall be entitled to an award for its reasonable attorney's fees and costs.
- e. Continued Service** – Unless otherwise communicated in writing, CPJ agrees to continue to perform its services during any dispute resolution proceedings and the Client agrees to continue to make payments in accordance with this Agreement for amounts and services not in dispute.

## **Article 7 – Other Terms and Conditions**

- a. Force Majeure** – Either party shall be relieved of its obligations hereunder (except for payments due from Client to CPJ) in the event and to the extent that performance is delayed or prevented by any cause beyond its control and not caused by the party claiming relief or the recovery of such cause, as further defined herein ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages caused by Force Majeure. "Force Majeure" means a material delay beyond the reasonable control of the delayed party caused by labor strikes, lock-outs, industry-wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, terrorist acts, sabotage, material fire or other material casualty, Severe Weather (such as flooding, high winds, blizzards) or an extraordinary and material act of God (such as a tornado or earthquake), but excludes inadequacy of insurance proceeds, litigation or other disputes, financial inability, lack of suitable financing, delays of the delayed party's contractor and failure to obtain approvals or permits unless otherwise caused by an event of Force Majeure.
- b. Notices** – Notices required by this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested, to the addresses for CPJ and the Client as indicated on the proposal.
- c. Governing Law** – This Agreement shall be governed and interpreted in accordance with the laws of the State, or Commonwealth, of the CPJ office in which the proposal originated.

- d. Severability** – If any provision of this Agreement shall be found invalid, illegal, or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
- e. Agreement** – CPJ and the Client each bind themselves; their partners, executors, and administrators to the other party in respect to all covenants of this Agreement. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of their respective parties and to bind and obligate the parties with respect to all provisions contained herein.
- f. Survival** – Subject to applicable laws and regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- g. No Waiver** – A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- h. Assignment** – Neither party shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party hereto. This Agreement may only be amended in writing signed by both the Client and CPJ.
- i. Conflict of Interest** -
- i.** Nothing in this Agreement will be construed to create or impose any duty on the part of CPJ that would be in conflict with CPJ's paramount obligations to the public health, safety and welfare under the professional practice requirements governing CPJ, its consultants and all licensed professionals employed by CPJ or its consultants.
  - ii.** If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
    1. CPJ and Client together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under this Agreement may continue.
    2. Such efforts will be governed by applicable laws and by any pertinent Client's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to CPJ.

*Our Standard Conditions are provided to set clear expectations and responsibilities, ensure fairness, and protect all parties from liability.*

*Everyone at Charles P. Johnson and Associates looks forward to working with you to meet your Vision of Success!*