



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: July 8, 2014

SUBJECT: **PSA; Accredited Environmental Technologies, Inc.
Pre-Demolition Asbestos Identification Survey – NTE \$1,130
59 Meadowbrook Drive**

Attached please find a proposal in the not to exceed amount of \$1,130 from Accredited Environmental Technologies, Inc. (AET) in relation to the Pre-Demolition Asbestos Identification Survey for the 59 Meadowbrook Drive property that the Municipality recently acquired.

The Accredited Environmental Technologies, Inc. firm recently completed the survey of the Valley Road DPW Garage and we were satisfied with their services.

In consideration of the above, it is recommended that a Professional Services Agreement be entered into with Accredited Environmental Technologies, Inc. in the not to exceed amount of \$1,130.

Also, please find attached a resolution and a professional services agreement providing for these services.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk
Trishka Waterbury Cecil, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Finance
Sandy Webb, CFO
Deanna Stockton, P.E., Assistant Engineer
Don Mayer Brown, Project Engineer
Rosanna Roberto, Secretary

**RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
AUTHORIZING AN ASBESTOS IDENTIFICATION SURVEY
IN RELATION TO 59 MEADOWBROOK DRIVE**

WHEREAS, the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **ACCREDITED ENVIRONMENTAL TECHNOLOGIES, INC.** (hereinafter referred to as "Provider") to assess the potential for environmental concerns, if any to determine the need for further investigation or corrective measures at the property for the purpose of obtaining innocent purchaser protection, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as an environmental consultant on behalf of the Municipal Department of Engineering to provide a pre-demolition identification survey for asbestos of 59 Meadowbrook Drive. Specifically, the Provider shall perform the services provided for in their proposal dated July 3, 2014.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Municipality when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held July 14, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this July _____, 2014.

Linda S. McDermott
Municipal Clerk

**MUNICIPALITY OF PRINCETON
PROFESSIONAL SERVICES AGREEMENT 2014**

AGREEMENT, made this ____ day of July, 2014, by **Accredited Environmental Technologies, Inc., 28 N. Pennell Road, Media, PA 19063** (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, the Municipality wished to enter into a professional service agreement with the Provider for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Providers' proposal dated **July 3, 2014** hereby attached; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Provider shall use its best efforts to perform professional services at **59 Meadowbrook Drive** project as follows:

Site inspection/sample collection, analysis of no greater than 16 suspect building material samples by PLM, confirmatory analysis of no greater than 2 non-friable organically bound (NOB) materials by TEM and report preparation.	\$1,130
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Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from July 14, 2014 through December 31, 2014 subject to available budgetary funding.

2. **PAYMENT:**

- a. **Not to exceed total fee of one thousand one hundred thirty (\$1,130.00).**
- b. **Rendition of Invoices:** Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127. as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

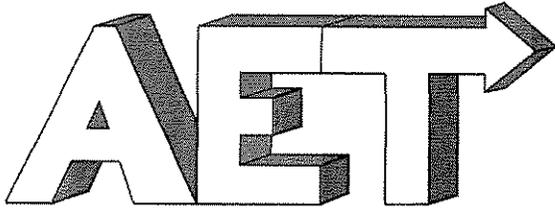
WITNESS

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Elizabeth Lempert, Mayor

By: _____
Eric T. Houseknecht, Vice President



Accredited Environmental Technologies, Inc.

July 3, 2014

Mr. Don Mayer-Brown
Princeton Township Engineering Department

Sent via email: dmayer-brown@princetonnj.gov

RE: Pre-Demolition Asbestos Identification Survey
Residential Structure - 59 Meadowbrook Drive, Princeton, New Jersey
AET Proposal #2575NJ

Dear Mr. Mayer-Brown:

Attached is Accredited Environmental Technologies, Inc. (AET's) technical and cost proposal to provide Princeton Township with a pre-demolition asbestos identification survey for the above referenced structure. AET's inspection will be performed in accordance with the EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) for asbestos as defined in 40 CFR Part 61 Sub Part M. At the completion of the inspection, AET will prepare an asbestos identification report detailing the presence, location and quantities of accessible asbestos containing materials throughout the subject structure.

These services will be directed from AET's New Jersey office located in Bridgewater Township, New Jersey. Sample analysis will be performed in AET's AIHA (#100413) and NVLAP (#101051) Accredited Laboratory, utilizing Polarized Light Microscopy (EPA Method #600/R-93/116).

TECHNICAL PROPOSAL

AET will provide Princeton Township with an AHERA Certified Asbestos Building Inspector to perform the asbestos identification survey in accordance with EPA NESHAP Regulations.

Services will include:

1. AET will provide a Project Manager to oversee the identification survey project, ensure sample quality control and approve the final report.

BRANCH OFFICES
BRIDGEWATER, NJ
LECANTO, FL

CORPORATE OFFICE
28 N. Pennell Rd., Media, PA 19063
1-800-9696-AET / (610) 891-0114
FAX (610) 891-0559
www.aetinc.biz
email: corporate@aetinc.biz
Nationwide Environmental Services

SERVICE OFFICES
PITTSBURGH, PA
WILMINGTON, NC

2. AET will provide a Certified Building Inspector to review the site, establish homogeneous areas and develop an inventory of suspect of building materials. This inspection will be performed within accessible locations made available during the time on-site. The inspector will record estimates of linear and square footages of each suspect material. Inaccessible areas will also be documented during the inventory process.
3. AET will collect representative samples of suspect asbestos containing building materials from the interior and exterior of the structure. Specific sample quantities will be determined by the Certified Building Inspector. Each sample and sample location shall be incorporated into a sampling log and the chain of custody for each collected sample will be documented throughout the sample collection and analysis process to ensure proper quality control.
4. AET will analyze "suspect" ACM samples by Polarized Light Microscopy (PLM) per EPA Methods 600/M4-82-020 and 600/R-93/116. In accordance with New Jersey Department of Health and Labor directives, representative samples of suspect non-friable materials yielding negative results for asbestos content by PLM methods will be re-analyzed by Transmission Electron Microscopy (TEM) to confirm the absence of asbestos content.
5. At the completion of the survey phase, AET will submit an asbestos identification report detailing the findings of the survey. Asbestos containing materials will be classified as Regulated Asbestos Containing Materials (RACM), Category I Non-Friable Asbestos Containing Materials and/or Category II Non-Friable Asbestos Containing Materials per NESHAP Regulations. A listing of the locations and quantities of ACM and PACM throughout the subject structure will be provided. This report will be available within 5 business days after the completion of the site inspection phase.

Restrictions/Limitations - AET's asbestos inspection services will include limited destructive sampling to identify Regulated Asbestos Containing Materials (RACM), such as pipe insulation, in concealed areas. No inspection /sampling will be performed above or within solid ceilings or walls and/or below finished floors. AET will not be responsible for repairing any sampling locations.

Entry into confined spaces is excluded from this survey. Evaluation of suspect materials within confined spaces will be based on sampling of accessible suspect materials only at the entryways to the confined spaces. Quantification of suspect ACM/PACM in confined spaces and/or concealed areas will be based on estimates from site drawings and blueprints (if available).

Quantities of ACM listed in the survey report will be approximations only. Asbestos contractors, as part of the bid preparation/submission process, must make an independent, personal examination of the site with respect to the actual quantities of ACM and evaluated conditions/limitations which may affect their work and associated costs. Further, project specifications must include the provisions for field verification of quantities/conditions and acceptance of the work by the contractor "as is."

Services shall be subject to and inclusive of AET's attached Standards Terms and Conditions. Said Terms and Conditions are hereby made part of this contract.

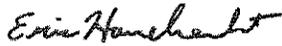
Accredited Environmental Technologies, Inc.

COST PROPOSAL

AET's estimated "not to exceed" cost to perform the services described herein is \$1,130.00. The estimated cost includes site inspection/sample collection, analysis of no greater than 16 suspect building material samples by PLM, confirmatory analysis of no greater than 2 non-friable organically bound (NOB) materials by TEM and report preparation. Payment for AET's services is Net 30 days. If required, additional TEM analysis of NOB samples will be invoiced at a unit rate of \$75.00 per sample, based on 3-day laboratory turnaround time. If accelerated turnaround time is requested, additional charges will apply.

Should this proposal meet with your approval, please sign where indicated and return a copy with original signature to AET's office.

Sincerely,



Eric T. Houseknecht
Vice President

Acceptance & Authorization:

Whereas this proposal is acceptable to Princeton Township, please execute the document and return an original copy to AET's office. The endorsee acknowledges that he/she is authorized to initiate work and that endorsement of the proposal initiates a binding contract between Princeton Township & AET. Services will be subject to and inclusive of the Standard Terms and Conditions (attached) which are hereby made part of this proposal and any resultant contract. Payment terms are "Net 30 Days". Where projects exceed 10 calendar days of service, interim invoices are applicable.

Approved by: _____ Date: _____

STANDARD TERMS AND CONDITIONS

UNLESS OTHERWISE PROVIDED ON THE FACE OF THE PROPOSAL OR THE PAGES ATTACHED HERETO BY ACCREDITED ENVIRONMENTAL TECHNOLOGIES, INC. (AET) (HEREAFTER REFERRED TO AS THE CONSULTANT), THE FOLLOWING TERMS AND CONDITIONS APPLY TO THIS PROPOSAL AND ALL WORK AND SERVICES PERFORMED BY AET:

1. **BILLING POLICY/INVOICING.** Charges for services to be rendered are as stipulated in the attached proposal. Time spent for travel in the interest of the work will be charged at the scheduled billing rates. Travel expenses other than that stipulated will be charged at cost including applicable per diem. Invoices will be issued as retainer, progress billing and/or at the completion of Consultant services or as stipulated in this proposal and at a frequency of at least once per month. AET does not accept direction for third party billing without the explicit authorization and written confirmation by the responsible party and subject to AET's acceptance.
2. **PAYMENT.** Payment terms are Net 30 days, unless otherwise stated. Client shall pay to the Consultant the charges for the services provided hereunder, without discount. No percentage shall be withheld or retained by the Client of any invoice. An interest charge will be assessed for late payment at 1.75% per month (21% per annum). A minimum fee of \$5.00 per 30 day period is applicable for late payment. Attorney fees and other costs incurred in collecting any delinquent amount shall be paid by the client. **Consultant services are independent from the remediation contractor hired to perform the remediation/abatement work. The Client will be submitted separate billing by the Consultant for services rendered.**
3. **NON-PAYMENT.** Where AET acts as a subcontractor on a project, the contractor is obligated to pay AET in full whether or not the contractor has been paid by their client. The contractor has the sole responsibility/authority to collect payment from its client, and AET has no control over the invoice collection process. Notwithstanding provisions in the contract between the contractor and its client, the contractor is responsible to pay AET's services in full. Where the client's payment is delayed due to delay in payment from their client, AET has the option, but not the obligation, to extend the maximum term within which payment must be made to "Net 90 Days".
4. **ARBITRATION OF DISPUTES:** AET and the Client agree to arbitrate any dispute (including non-payment issues) between them that cannot be amicably resolved. The arbitration process is initiated by a written demand for arbitration by either party. Each party shall bear equally the cost/expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 et.seq. The agreement to arbitrate disputes arising from this agreement shall be binding on all parties. "Notwithstanding the preceding language, AET shall have the right to file mechanic's liens in accordance with applicable state law. AET shall also have the right to file suit for non-payment in small claims court for those claims which are at or below the dollar limit for small claims court in the relevant state".
5. **FORCE MAJEURE.** The Consultant shall not be liable for any delay in performing hereunder attributed to fires, floods, strikes, labor disputes, acts of sabotage, riots, access restrictions, transportation delays, precedence or priorities granted at the request of the Federal or State Government, or restrictions imposed by federal or state legislation, or rules or regulations thereunder, or any cause otherwise beyond the control of the Consultant.
6. **PATENTS.** The Consultant shall not conduct patent searches in performing hereunder and assumes no obligation or liability for any patent infringement arising from such performance. Nothing contained herein shall be construed as a warranty or representation that anything used, made or sold arising out of the work performed hereunder will be free from patent infringement.
7. **WARRANTY.** The Consultant warrants that such services will be performed with the ordinary degree of skill and care exercised by like consultants at the time such services are performed. This warranty is in lieu of and excludes all other warranties, whether expressed or implied by operation of law or otherwise, including warranty of fitness or merchantability for a particular purpose.
8. **INDEMNIFICATION-HOLD HARMLESS.** The Consultant shall not undertake any contractual duty or liability to indemnify for, or on account of; any claim, suit, loss, damage, liability or expense.
9. **INTERPRETATION-PAROLE EVIDENCE.** The attached proposal in conjunction with these terms and conditions is intended by both Consultant and Client as the final expression of their agreement and is intended also as a complete and exclusive statement of all the terms of said agreement. No course of prior dealings between the parties, nor acceptance of, or acquiescence to, a course of performance rendered under this or any other agreement and no usage of the profession or trade shall be relevant to vary the terms of the proposal.

STANDARD TERMS AND CONDITIONS

10. **MODIFICATION-WAIVER.** No additions or modifications of any of the terms and conditions herein shall be effective unless made in writing and signed by an authorized agent of both the Consultant and the Client. Waiver by the Consultant of a breach of any of the terms and conditions of any contract resulting from this proposal shall not be construed as a waiver of any other breach.
11. **TERMINATION (non-payment).** Notwithstanding anything contained herein, the Consultant reserves the right at any time to terminate its work without any cost or liability to the Consultant if Client fails to make payment promptly when due hereunder; or the Consultant has reason to believe the Client will be unable to make such payment. In the event of termination, the Consultant shall be compensated for the services performed and expenses incurred up to the date of termination, plus reasonable termination costs, not to exceed the amount of the contract price.
12. **TERMINATION BY CLIENT.** In the event that the Client requests termination of services prior to completion of the services described hereunder, Consultant will prepare an invoice of all charges incurred up to such termination date for payment. Further, Consultant reserves the right to complete such records as are necessary to place our files in order. A termination charge to cover the cost thereof, billed on a time and materials basis, up to an amount not to exceed 30 percent of all charges incurred up to the termination date may be made at the discretion of Consultant.
13. **CONSTRUCTION.** If any of the terms and conditions of this proposal differ in any way from the terms and conditions (if any), of Client's invitation to bid or other solicitation (if any), this proposal will be construed as the Consultant's counteroffer and will not be effective as an acceptance of such invitation to bid or other solicitation.
14. **INSURANCE.** Consultant will maintain insurance coverage throughout the contracted service. At the Client's request, Consultant will provide a Certificate of Insurance. In the event the Client makes a claim against Consultant, at law or otherwise, for an alleged error, omission, or other act arising out of the performance of Consultant professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Consultant in defending itself against the claim, including insurance deductible values, labor and expenses.
15. **INFORMATION.** The Client shall be responsible for providing information to the Consultant regarding project-specific information, (i.e. underground utilities or other site-specific structure and restrictions), needed to perform hereunder. The Client, recognizing that he has made information available to the Consultant, which the Consultant will rely on as correct to perform investigations including subsurface drilling, digging or other exploratory methods, agrees to indemnify the Consultant from liability and damages to underground utilities, or other site-specific elements/structures, which might arise from such investigations should the Client supplied information be incorrect or omitted.
16. **DOCUMENT/DRAWING OWNERSHIP.** The Client acknowledges that all original drawings, specifications, and other work products of Consultant for services hereunder are instruments of service only and Consultant shall retain the property rights of the work products whether work hereunder is complete or not. The Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses, including attorney's fees rising out of such unauthorized use or reuse of Consultant instruments of service by the Client or by others acting on behalf of the Client. Reports issued by Consultant shall be for the exclusive use of the Client, reuse of the work product by any other party is prohibited without written consent from the Consultant.
17. **DOCUMENT RETENTION.** Consultant's record retention policy allows for the general storage and retention of project files for a minimum four (4) year period following completion of the project after which the project files are destroyed. Should a Client require Consultant to retain project file(s) for a longer time period, such request must be made in writing prior to completion of the project or project event. Separate storage charges will be incurred for additional retention. Consultant will not be held liable for lost records via Force Majeure. This provision shall not be construed to provide archive services unless otherwise stipulated in the attached proposal. Final reports are issued to the Client for the Client's recordkeeping purposes.
18. **SEVERABILITY.** Any element of these Standard Terms and Conditions later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and Consultant will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.
19. **APPLICABLE LAW.** The domestic, internal law of the Commonwealth of Pennsylvania (but not its Law of Conflicts law) shall govern the validity, performance, construction and effect of this proposal and any contract resulting therefrom.