

**TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ**

**CONSENT AGENDA RESOLUTION #17-27**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
FOR ARCHITECTURAL SERVICES – FOX ARCHITECTURAL SERVICES  
FOR PERIOD ENDING DECEMBER 31, 2017”**

**WHEREAS**, the Township of Jefferson has a need for professional Architectural services; and

**WHEREAS**, the Township of Jefferson has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Fox Architectural Services has submitted a proposal indicating that Architectural services will be provided for an annual fee not to exceed \$17,500.00 per year; and

**WHEREAS**, Fox Architectural Services has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate, committee or employee for those positions listed on the Business Entity Disclosure Certification Form in the previous one year, and that the contract will prohibit Fox Architectural Services from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer (CFO) of the Township has determined and certified in writing that the value of each acquisition will exceed \$17,500; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the CFO certifying that the funds for said contract are available; and

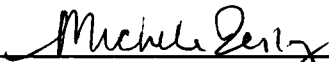
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Jefferson, in the County of Morris, State of New Jersey that this professional contract is hereby authorized and approved by the Township Council.

**BE IT ALSO RESOLVED:**

- Section 1.** The Mayor and Township Clerk are hereby authorized and directed to execute an agreement with Fox Architectural Services for Architectural services to the Township of Jefferson as set forth in a proposal dated December 6, 2016 for an annual fee not to exceed \$17,500.00 per year.
- Section 2.** This contract is awarded as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2017 through December 31, 2017.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Township of Jefferson.
- Section 5.** The resolution authorizing the award of contract for “Professional Services” and the contract itself must be available for public inspection per the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- Section 6.** The Business Entity Disclosure Certification and the Determinations of Value be placed on file with this resolution.

**RESOLUTION #17-27  
PAGE TWO**

**ATTEST:**

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: January 18, 2017

**COUNCIL OF THE TOWNSHIP OF JEFFERSON:**

  
DEBI MERZ, PRESIDENT

**CERTIFICATION:** I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township County at a meeting held on January 18, 2017.

  
Michele Reilly, RMC, Township Clerk

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
<b>Birmingham</b>						
<b>Dunham</b>						
<b>Finnegan</b>						
<b>Sanchelli</b>						
<b>Merz</b>						

**CMFO'S Certification of Availability of Funds**

I, William J. Eagen, hereby certify that sufficient funds are available through various Bond Ordinances, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.

**Purpose:** Architectural Services


**Vendor:** Fox Architectural Services (FOX AR50)

**Line Item No.:** C-04-55-913-012-999  
C-04-55-914-010-999  
C-04-55-914-011-999  
C-06-55-514-012-599  
C-08-55-514-013-599  
C-04-55-915-013-999  
C-04-55-916-005-999  
C-06-55-516-006-599

**Amount Certified:** \$17,500.00

**Total Certified Amount Not to Exceed:** **\$17,500.00**

Certified this 4<sup>th</sup> day of January, 2017  
For 1/04/2017 meeting

  
\_\_\_\_\_  
**William J. Eagen**  
**Chief Financial Officer**

**cc: File**

**PAY TO PLAY  
DETERMINATION OF VALUE**

Pursuant to the Pay To Play Law, the value of the contract awarded through a non-fair and open process must be determined, by an appropriate township official, prior to the award of contract by the Township Council

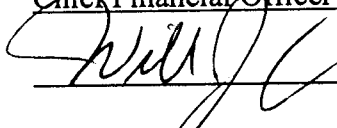
<b>VENDOR NAME</b>	<b>DESCRIPTION OF SERVICE</b>	<b>ESTIMATED VALUE</b>
Lavery, Selvaggi, Abromitis & Cohen, PC	Township Attorney	160,000.00
Lavery, Selvaggi, Abromitis & Cohen, PC	Labor Attorney	12,000.00
Hawkins Delafield & Wood	Bond Counsel	36,000.00
Ferraioli Wielkocz, Cerullo & Cuva	Township Auditor	111,350.00
Willis of New Jersey, Inc.*	Risk Management Services	61,000.00
Integra Realty Resources – NNJ	Appraisal Services	27,500.00
Edward L. Haack & Associates	Consulting Engineer	105,000.00
Fox Architectural Services	Architectural Services	17,500.00

I hereby certify that the above referenced contracts will exceed or is expected to exceed \$17,500.

\* Vendor receives no direct payments for rendering insurance services from the Township of Jefferson, however it is expected that the vendor may earn in excess of \$17,500 from insurance commissions.

NAME: William J. Eagen

TITLE: Chief Financial Officer

SIGNATURE: 

DATE: January 4, 2017

# FOX ARCHITECTURAL DESIGN, PC

## Standard Fee Schedule:

2017

### PERSONNEL HOURLY BILLING

Please note that the following fees are not attributed to 'Fixed Fee' proposals unless there is a change in the scope of a project, at which time you will be notified requesting authorization prior to the expenditure of billable time.

Principal Architect	\$ 210.00 / hr
Project Architect	\$ 175.00 / hr
Engineer	\$ 155.00 / hr
Designer	\$ 155.00 / hr
Draftsman	\$ 135.00 / hr
Technician / Clerical	\$ 75.00 / hr

### PRINTING AND REPRODUCTION COSTS

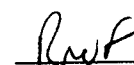
	11x17	18x24	24x36	30x42
Prints on Bond	\$1.25/sheet	\$2.50/sheet	\$5.00/sheet	\$7.50/sheet
Prints on Vellum	\$1.87/sheet	\$3.75/sheet	\$7.50/sheet	\$12.00/sheet

- All letter or legal size photocopy jobs will be billed at Cost + 20%.
- Setup and creation of PDF files for distribution on CD or email will be billed hourly plus \$5 per drawing. (\$50 minimum charge)
- All postage and delivery fees will be billed at Cost + 20%.
- Payments made by debit/charge card will be assessed a 3% service fee.

### OPTIONAL ADDITIONAL SERVICES

All tasks listed below are to be billed hourly as per the rates above – unless otherwise specified within the proposal. The greater of the calculated total hourly cost or the minimum fee noted below will apply. All additional costs noted are added after fee is calculated. Other tasks not listed below will be billed hourly as per the rates above with no minimum fees.

Specific Task to be Performed	Minimum	Additional Costs / Notes
Preparation of displays and testimony for Board Hearings and Municipal Meetings	\$350.00	
Filling out and Coordinating Application Forms and Checklists for Municipal Boards	\$450.00	Plus submission reproduction fees
Preparation and Sending of Notices to Property Owners and Noticing to Newspaper	\$250.00	Plus postage and advertisement fees
Professional Attendance at Municipal Board Hearing (regardless of application being heard by the Board)	\$650.00	Time billed at Principal Architect rate
Coordination and acquisition of Building Permit Denial from Municipal Building Department	\$250.00	
Coordination and Meeting with Municipal Officials from any Municipal Department	\$350.00	
Provide Compliance Reports for Energy Code Analysis for submission to Municipal Building Department	\$450.00	
On-site Structural Observation and Certified Report for submission to Municipal Building Department	\$675.00	No drawings included in price
Site Visits greater than 50 miles from office	\$725.00	

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**Fox Architectural Design, PC**  
**Standard Terms and Conditions**  
2017

For the purposes of these Terms and Conditions, Fox Architectural Design, PC shall be hereafter referred to as the ARCHITECT. The individual or entity entering into this Contract with the ARCHITECT shall be hereafter referred to as the CLIENT.

**INVOICING AND PAYMENTS**

**ADDITIONAL COSTS.** Anticipated additional costs beyond the proposed project price in the contract may include, but are not limited to, agreed upon specific additional services, all prints of drawings (progress, preliminary or final), copies of drawings (progress, preliminary or final), postage fees, delivery fees, mileage reimbursements, insurance surcharge fees, late payment fees, and any other reasonable fees or costs associated with the development and progress of this project.

**INVOICES.** Full payment of all invoices is due immediately upon receipt. No signed and sealed documents will be issued until all project payments to the issuance date are current. After thirty (30) days, an outstanding invoice will be subject to an interest charge of 1.5% per month. The CLIENT shall have fifteen (15) days from the invoice date to contact the ARCHITECT concerning any questions on the amount of billings. Failure to contact the ARCHITECT within this period shall be considered as acceptance of the submitted billing. The CLIENT expressly acknowledges that the payment of the ARCHITECT's invoices is not contingent upon receipt by the CLIENT of funds from outside sources. The CLIENT shall pay all attorney's fees, out-of-pocket expenses, and other reasonable costs incurred by the ARCHITECT in collecting on delinquent accounts.

**SUSPENSION.** The ARCHITECT reserves the right to cease providing services due to any delinquency of payment beyond thirty-five (35) days of any invoice for any services performed for the CLIENT. The ARCHITECT shall have no obligation to provide notice prior to such a suspension. During the period of suspension, the CLIENT may not use, distribute, or in any way receive benefit from any deliverable for which payment is overdue. The ARCHITECT assumes no responsibility or liability for difficulties, damages or delays caused by nonpayment for services. This is not a termination of the original contract – it is a temporary suspension during the contract.

**LIENS.** The New Jersey Construction Lien Law allows liens to be placed upon properties due to the nonpayment of professional service bills. Acceptance of this agreement will also constitute agreement by the parties to the voluntary placement of a lien pursuant to said act on any invoice outstanding more than fifteen (15) days regardless of any other requirements of said act or any other act.

**PROJECT PROGRESS.** The fees quoted in this proposal are contingent upon the timely progression of phases outlined herein. If the CLIENT holds up the project at any time for a period of more than three calendar months, the ARCHITECT will perform a reexamination of the original contract. If it is found that the original fees need to be renegotiated, then an updated proposal will be sent to the CLIENT for approval.

**RETAINERS.** Retainers received at the commencement of projects will be credited to the final invoice.

**REIMBURSABLES.** All expenses incurred by the ARCHITECT related to the CLIENT's project will be billed Cost plus 20%, in addition to the professional services fees outlined in this Contract.

**GENERAL CONDITIONS**

**CONTRACT.** Where a separate Agreement is not executed, the written Proposal and these Terms and Conditions will serve as a Contract for the professional services outlined herein. Initialing of the Terms and Conditions shall indicate acceptance.

**SCOPE.** The CLIENT acknowledges that the ARCHITECT's contractual obligations, and/or professional liabilities, are understood to be limited to those services expressly included in the scope of work outlined in this Contract or Proposal. If there is a change in the scope agreed to in the original Contract, then the ARCHITECT shall provide written notice to the CLIENT outlining the necessary modifications to the original Contract.

**PROPOSAL ACCEPTANCE.** This proposal is valid for a period of fourteen (14) days from the date on the proposal, after which the ARCHITECT has the right to review and revise the fees, timeframe, and other terms and conditions specified herein.

**CLIENT.** The individual(s) executing this Contract, hereafter referred to as the CLIENT, represent that they have the authority to enter into this Agreement. If the CLIENT is acting on behalf of a partnership, corporation, or funding agency, then they represent that they have the authority to bind that entity to this Agreement, or they accept personal liability for all claims.

**ASSIGNMENT.** Neither the CLIENT nor ARCHITECT shall assign or transfer any rights or interest in this Agreement to any other party except with the prior written permission of the other.

**PRIME PROFESSIONAL.** The ARCHITECT can serve as the CLIENT's prime design professional and representative for the project providing professional consultation and advice. With the CLIENT's consent, the ARCHITECT may employ other consultants for the CLIENT as deemed necessary to assist in the performance or furnishing of the professional services outlined herein.

**CONSULTANTS.** The ARCHITECT is not authorized to bind any other consultants to any agreements and/or obligations to the CLIENT except as specifically outlined herein. The ARCHITECT will not be held accountable or responsible for the performance of other consultants, nor shall the ARCHITECT be accountable for CLIENT obligations to others.

**ACTS BY OTHERS.** The ARCHITECT shall be considered indemnified by the CLIENT from any acts performed by anyone other than the ARCHITECT's own employees or agents. The ARCHITECT shall not be responsible for the acts or omissions of the CLIENT, any contractor, sub-contractor, or supplier, or any of the agents or employees thereof.

**STANDARD OF CARE.** The standard of care for all professional architectural and related services performed or provided by the ARCHITECT under this Contract will be the care and skill ordinarily used by members of the ARCHITECT's profession, practicing under similar conditions at the same time and in the same locality. The ARCHITECT makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ARCHITECT's services.

**CLIENT HELD HARMLESS.** The ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the ARCHITECT is legally liable.

**ARCHITECT HELD HARMLESS.** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors and employees (collectively, ARCHITECT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, sub-contractors, consultants or anyone for whom the CLIENT is legally liable.

**LIABILITY BETWEEN PARTIES.** The CLIENT and the ARCHITECT shall not be liable to each other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by either party or their affiliations, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, omission, or negligent act.

**LIMITATION AND EXTENT OF LIABILITY.** To the maximum extent permitted by law, the CLIENT agrees to limit the ARCHITECT's liability to the total dollar value of the contract for all proven injuries, damages, claims, losses, costs, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Any claims that are to be held in court against the ARCHITECT shall have their proceedings in the Morris County, New Jersey court system.

**SEVERABILITY.** If any term, condition or provision of this Contract is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect.

**TERMINATION OF CONTRACT.** Either party may terminate this Agreement with seven (7) days written notice if there is a breach by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. If this Agreement is terminated, the ARCHITECT will be paid for all services performed up to and including the termination date as per the Standard Fee Schedule, and for all reimbursable expenses.

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## CODES AND ORDINANCES

**CODES.** The work performed by the ARCHITECT will be in accordance with the applicable building codes adopted by the State at the time of the project. If during the course of the project, the codes change or new codes are adopted that may affect the project, then the ARCHITECT will notify the CLIENT regarding the code change. It will be necessary to review and/or change portions of the completed work to conform to the new codes. If changes are needed, then the ARCHITECT will notify the CLIENT and estimate the fee required to make said changes. The ARCHITECT accepts no responsibility for changes in codes, ordinances, administrative procedures, construction costs, or market conditions as they may affect the project.

**RESIDENTIAL ENERGY CODES.** Unless otherwise stated in the Contract, demonstration of energy code conformance for residential projects will be performed utilizing energy code design analysis software. This analysis, and the creation of the resulting design conformance certificate required for permit submittal, will be addressed as a separate line item on the schedule of fees. Depending on the complexity of the building, it may be necessary to create multiple analyses, and/or to modify the design or construction drawings to achieve conformance. Additional analyses and/or exploration of design modifications will be billed additional as an hourly fee in accordance with the Standard Fee Schedule.

**COMMERCIAL ENERGY CODES.** Unless otherwise stated in the Contract, demonstration of energy code conformance for commercial projects will not be provided as part of the basic architectural services. The CLIENT may request that the ARCHITECT demonstrate energy code conformance using design software, for an additional hourly fee in accordance with the Standard Fee Schedule.

## BEFORE, DURING AND AFTER CONSTRUCTION

**PROJECT ACCESS.** The CLIENT shall provide the ARCHITECT, its employees, directors, officers, agents, and sub-consultants, unobstructed access to the project site owned by the CLIENT and/or others in order for the ARCHITECT to fulfill its scope of services outlined in the Contract. Non-destructive methods are normally utilized; however, if destructive methods are required to ascertain information, the ARCHITECT will notify the CLIENT and await written approval from the CLIENT to perform the investigation. The ARCHITECT will not be responsible for clean up after destructive investigation or for the restoration of affected areas to the original condition.

**CONSTRUCTION ADMINISTRATION.** The CLIENT acknowledges that it is customary for the ARCHITECT, who is responsible for the construction documents, to be retained to provide services during the bidding and construction phases of the project minimally at the times specified in the proposal. If the ARCHITECT is not retained to provide such professional services, then the CLIENT agrees and acknowledges that the ARCHITECT will not be responsible for, and the CLIENT shall indemnify and hold the ARCHITECT harmless from all claims, damages, losses, and expenses (including attorney's fees) arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing, or sample approval or modification of such documentation issues or carried out by the CLIENT or contractor.

**SHOP DRAWINGS.** The CLIENT or contractor acknowledges that the act of forwarding any shop drawings to the ARCHITECT constitutes the pre-approval and acceptance of those shop drawings by the CLIENT or contractor. This includes, but is not limited to, checking the shop drawing's general conformance with the construction documents, and the verification on-site of any potential conflicts, performance issues, or measurements that may affect the work, or other related or adjacent work.

**AS-BUILT DRAWINGS.** If, as part of the contract, the ARCHITECT is retained to provide As-Built or Record of Construction Drawings, the CLIENT acknowledges that it is the CLIENT or their contractor who is in the position to control the accuracy and completeness of the information that may be needed to prepare said documents. The ARCHITECT can only be responsible for completeness and accuracy of measurements directly made by the ARCHITECT. The CLIENT or the contractor shall provide the ARCHITECT with a marked up set of plans and specifications showing any significant changes in the work made by the contractor or sub-contractors during the construction of the project. These changes shall be measured and/or recorded with an appropriate level of accuracy.

**PERMITS AND ENGINEERING.** The CLIENT or contractor will pay for all permit fees and for any special engineering work deemed necessary during the duration of the project.

**SITE SAFETY.** The ARCHITECT in no instance is to be responsible for means and methods of performance of the work, supervision, sequencing of construction, or safety in, on, or about the project site, nor shall the ARCHITECT have the authority to direct or stop the work of the CLIENT, its contractors, agents, or employees. The CLIENT represents that they have specifically assigned the responsibility for site safety to others.

**PHOTOGRAPHS.** The ARCHITECT shall have the right to include photographic or artistic representations of the design of the project among the ARCHITECT's promotional and professional materials. The ARCHITECT shall be given reasonable access to the completed project to make such representations. However, the ARCHITECT's materials shall not include the CLIENT's confidential or proprietary information if the CLIENT has previously advised the ARCHITECT in writing of the specific information considered by the CLIENT to be confidential or proprietary. The CLIENT shall provide professional credit for the ARCHITECT in the CLIENT's promotional materials for the project.

## DOCUMENTS

**INFORMATION.** The CLIENT shall provide the ARCHITECT with the relevant information possessed by the CLIENT, or the CLIENT's consultants or contractors, required to perform the professional services outlined herein. The ARCHITECT will rely on that provided information to be accurate and complete. The CLIENT acknowledges that the ARCHITECT will not be responsible to certify the accuracy, completeness, or sufficiency of the information provided by others. The ARCHITECT will be held harmless for any claim, liability, or cost (including attorney's fees and costs of defense) for injury or loss arising, or allegedly arising, from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to the ARCHITECT.

**RELEASE AND USAGE.** Documents will be released to the CLIENT upon receipt of all payments due. The documents being provided are for the sole use of the CLIENT at the designated project site and may not be reused for other individuals or locations. The ARCHITECT shall not be held responsible for misuse, misinterpretation, or misapplication of documents.

**CERTIFICATION.** Drawings from the ARCHITECT are not valid unless both the signature and the embossed seal of the ARCHITECT appear on the prints. Alterations, erasures, revisions, or additions made to the ARCHITECT's drawings by any other party will invalidate those documents.

**INSTRUMENTS OF SERVICE.** All design and construction documents, including but not limited to, drawings and specifications prepared by the ARCHITECT are considered instruments of service and are the ARCHITECT's property and are protected by Copyright Law. Prints or copies of documents requested by the CLIENT will be furnished upon receipt of payment for all billed services and reimbursable fees.

**DELIVERABLES.** For building construction drawings, the ARCHITECT will provide the CLIENT with three (3) sets of final documents at the completion of the project, of which two (2) will be signed and sealed for permit submission to the municipality - ALL sets will be billed on the construction documents invoice. For site or zoning drawings, the ARCHITECT will provide the CLIENT with the municipality's required number of final drawing sets at the completion of the project phase, all of which will be signed and sealed for submission, plus one (1) copy for the CLIENT's records - all sets will be billed on the site/zoning documents invoice. The client can request, in writing (email acceptable), additional copies of drawings beyond what is noted above. All progress prints, all design prints, all interim prints, all final prints, all site prints, all zoning prints, and all additional prints will be billed in accordance with the printing and reproduction rates listed on the Standard Fee Schedule. All postage and delivery fees associated with the project will be billed as a reimbursable.

## ELECTRONIC INFORMATION

**ELECTRONIC DOCUMENTS.** Computer files of documents can be provided, for a fee, subject to certain conditions and fees provided, unless otherwise stated in this Contract.

**USAGE.** The computer files that may be provided are Instruments of Service and are not products. They shall not be utilized for additions or modifications to the project, or for any other project, without the express written consent of the ARCHITECT. The delivery of these computer files is not to be construed as a warranty or guarantee to any party that all dimensions and details are exact. Nor does the delivery of these computer files imply the review and approval by the ARCHITECT for use by others without the express written consent of the ARCHITECT. The information provided may be partial, therefore it is the sole responsibility of the CLIENT to verify and correspond it with the full scope of the project.

**RISK OF USAGE.** The use of the computer files, or any portion thereof, without the participation of the ARCHITECT will be at the sole risk of the user and without any liability or legal exposure to the ARCHITECT. The user of the computer files shall be solely liable to verify the accuracy of the computer files and shall indemnify and hold harmless the ARCHITECT from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of the unauthorized reuse of drawings, specifications, data, or other Instruments of Service.

**HARD COPIES.** The CLIENT acknowledges that the hard copies of the computer files that are signed and sealed by the ARCHITECT will supercede the computer files regarding any differences or discrepancies between the two. The CLIENT will immediately compare the hard copies and the computer files, and any damage, differences or discrepancies shall be brought to the attention of the ARCHITECT within thirty (30) days of receipt for a replacement at no additional charge. The ARCHITECT will not be responsible for any replacing of lost, damaged, or erroneous computer files beyond said date.

**COPYRIGHT.** The computer files and hard copies including, but not limited to, design concepts, construction drawings, and details are proprietary and confidential copyrighted material which has been prepared for the CLIENT for a specific purpose. This data shall not be copied, distributed, or altered in any way without the express written consent of the ARCHITECT.

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