

APPENDIX B
LETTER OF INTENT

May 13, 2013

Attn: James W. Edwards, Jr., CPA
Business Administrator/Board Secretary
Brick Township Public Schools
101 Hendrickson Avenue
Brick, NJ 08724

Dear Mr. Edwards:

The undersigned, as Respondent, has submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the Brick Township Board of Education ("Board"), dated April 18, 2013 in connection with the Board's need for a Provider of Architectural Services.

Di Cara | Rubino Architects HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Di Cara | Rubino Architects agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Board's procurement schedule.
3. Di Cara | Rubino Architects acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Di Cara | Rubino Architects hereby declares that the only persons participating in this Proposal Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board. Di Cara | Rubino Architects declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. Di Cara | Rubino Architects acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Board shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
6. Di Cara | Rubino Architects acknowledges that the provision of Architectural Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.
7. Di Cara | Rubino Architects submits a proposal for fixed fees, including out of pocket expenditures, as follows:

I. Preparation of project budgets:

2013-2014	\$1,000 /Project Budget
2014-2015	\$1,000 /Project Budget
2015-2016	\$1,000 /Project Budget

Note: Amount paid for project budget shall be credited against Architectural Fee for any project approved to be advanced by the Board.

II. Monthly Project Reports (cost must include time spent in preparation)

2013-2014	\$500 /Month
2014-2015	\$500 /Month
2015-2016	\$500 /Month

Hourly rate for Facility Committee Meeting Attendance

2013-2014	\$0 /Hour
2014-2015	\$0 /Hour
2015-2016	\$0 /Hour

III. Architectural fees (including engineering services) (fees percentage to be based on construction cost contained in project budget and then adjusted once actual construction cost, excluding soft costs, are known). Fees to Architect will only be paid upon successful approval of a referendum or by resolution of the Board. Architectural Fees shall cover items 3, 4, 5 and 6 listed in the Scope of Services in Section 2 of this RFP.

Projects with costs of \$500,000 or less

New Construction/Facilities:

2013-2014	8.5% with a minimum fee of \$15,000
2014-2015	8.5% with a minimum fee of \$15,000
2015-2016	8.5% with a minimum fee of \$15,000

Additions to existing Facilities:

2013-2014	9.0% with a minimum fee of \$15,000
2014-2015	9.0% with a minimum fee of \$15,000
2015-2016	9.0% with a minimum fee of \$15,000

Additions and Renovations to existing Facilities

2013-2014	9.5% with a minimum fee of \$20,000
2014-2015	9.5% with a minimum fee of \$20,000
2015-2016	9.5% with a minimum fee of \$20,000

Renovations to existing Facilities

2013-2014	10% with a minimum fee of \$0
2014-2015	10% with a minimum fee of \$0
2015-2016	10% with a minimum fee of \$0

Projects with costs of at least \$500,000.01 but less than \$10 million

New Construction/Facilities:

2013-2014	7%
2014-2015	7%
2015-2016	7%

Additions to existing Facilities:

2013-2014	8%
2014-2015	8%
2015-2016	8%

Additions and Renovations to existing Facilities:

2013-2014	8.5%
2014-2015	8.5%
2015-2016	8.5%

Renovations to existing Facilities:

2013-2014	9%
2014-2015	9%
2015-2016	9%

Projects with costs greater than \$10,000,000.01

New Construction/Facilities:

2013-2014	5.5%
2014-2015	5.5%
2015-2016	5.5%

Additions to existing Facilities:

2013-2014	7%
2014-2015	7%
2015-2016	7%

Additions and Renovations to existing Facilities:

2013-2014	7.5%
2014-2015	7.5%
2015-2016	7.5%

Renovations to existing Facilities:

2013-2014	8%
2014-2015	8%
2015-2016	8%

Fee percentages shall be billed in accordance with the completion of the following phases at the applicable percentage of the phase:

Schematic Design	10%
Design Development	15%
Construction Document Preparation	45%
Bidding/Negotiation	5%
Construction	20%
Project Closeout	5%

Each phase shall be closed out in writing and acknowledged/agreed to by the board that such has occurred.

IV. Pre-Referendum Services, if requested, shall be provided with the cost of such services being credited against the applicable fee percentage upon the successful passage of a referendum project. Pre-Referendum fees shall be as follows:

Projects with costs of \$2 million or less:

2013-2014	\$15,000
2014-2015	\$15,000
2015-2016	\$15,000

Projects with costs of least \$2,000,000.01 but less than \$10 million:

2013-2014	\$20,000
2014-2015	\$20,000
2015-2016	\$20,000

Project with costs greater than \$10,000,000.01

2013-2014	\$25,000
2014-2015	\$25,000
2015-2016	\$25,000

V. All fees shall be inclusive of reimbursable/out of pocket expenses except as follows:

- Fees paid for securing approval of authorities having jurisdiction of the projects.
- Reproductions, plots, renderings, models and mockups.
- Blue prints and construction documents required to be performed by third party printer.

All cost eligible for reimbursement shall bear no mark-up by the Architect.

VI. Hourly Rates to be billed for all other requested services by the Architect.

	2013-2014	2014-2015	2015-2016
Principal Architect	\$175	\$175	\$175
Sr. Associate Architect	\$170	\$170	\$170
Project Mgr/Architect	\$165	\$165	\$165
Senior Designer	\$160	\$160	\$160
Project Architect	\$150	\$150	\$150
Sr. Interior Designer	\$140	\$140	\$140
Jr. Interior Designer	\$120	\$120	\$120
Sr. CAD Operator	\$135	\$135	\$135
Drafts Person	\$130	\$130	\$130
Senior Engineer	\$175	\$175	\$175
Engineer	\$170	\$170	\$170

8. Di Cara | Rubino Architects agrees, that if selected by the Board, to perform services outlined in RFP. Di Cara | Rubino Architects further agrees that if at any time during the period covered by this RFP, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and Di Cara | Rubino Architects will reimburse the Board any cost difference between fee that would have been paid and the cost paid by the Board.

9. Di Cara | Rubino Architects agrees to defend, indemnify and hold the Brick Township Board of Education harmless with respect to any claim for injury to person or property arising out of acts of Di Cara | Rubino Architects, its subsidiaries, parents, agents, principals or employees.

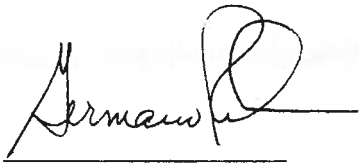
10. Di Cara | Rubino Architects agrees that the services are being delivered and are intended to be performed in the State of New Jersey and shall be constructed and enforced in accordance with the laws of that State.

11. Di Cara | Rubino Architects agrees that the services may be terminated by the Board by giving the respondent 30 days advance written notice.

di cara | rubino

architects

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

A handwritten signature in black ink, appearing to read "Germano R. Rubino", written over a horizontal line.

Germano R. Rubino, AIA – Principal

Di Cara | Rubino Architects

Dated: May 13, 2013

* If a joint venture, partnership or other formal organization is submitting a Proposal Statement, each participant shall execute this Letter of Proposal.