



NETTAARCHITECTS

May 22, 2017

Mr. James W. Edwards, Jr. CPA
School Business Administrator / Board Secretary
Brick Township Public Schools
101 Hendrickson Avenue
Brick, New Jersey 08724

**RE: Brick Township Public Schools
Pre Referendum Architectural Services
P17-092**

Dear Mr. Edwards:

Pursuant to the District's request, Netta Architects is pleased to provide this proposal to provide Pre-referendum Architectural services. Pursuant to our previous meetings and conversations, it is our understanding that the District is contemplating a Referendum in the Fall/Winter of 2017.

Netta Architects will provide the following architectural/engineering services:

- Coordinate an initial programming meeting with the District to gain an understanding of the capital improvement projects that the District has outlined for possible inclusion within a Referendum Question(s). The purpose of this important initial meeting is to coordinate the project parameters, schedules, and deliverables. Netta Architects and our selected consultant team (as required) will begin with a thorough field survey of existing conditions (Architectural, MEP and/or Site/Civil) including review of all existing building drawings and documentation.
- Netta Architects will provide a comprehensive spreadsheet listing individual estimated construction costs (for each proposed project) and all applicable soft costs (fees, permits, contingencies, legal, bonding, reimbursable expenses, printing). The spreadsheet will be a "living document" whereby the District can select which projects will be selected for the final Referendum Question(s). The final Total Project Cost will be fully coordinated with the District.
- Upon finalization of the aforementioned decision making process, Netta Architects will begin submission of the NJDOE project application(s). Depending on the project scope, required documents will include several completed NJDOE application forms, LRFP project update, schematic floor and site plans, educational specifications, and Board Resolutions.
- Upon submission of the NJDOE project application, Netta Architects will assist the District in marketing the Referendum. It is normally recommended that information to the public begin as soon as possible including meetings, flyers and involvement with PTO Organizations. Additionally, it is recommended that the Board retain financial consultants and bond counsel at this time to provide accurate projections on tax impact, bond interest rates, etc.
- Netta Architects will assist the Brick Township Board of Education with attendance at Board Meetings and Public Presentations, mounted display boards, PowerPoint presentations, etc.

Pursuant to the original Request for Proposals, and Netta Architects' subsequent submission, the following fee structure has been established and agreed upon for Pre-Referendum Services:

- Projects with costs of \$2 million or less: \$15,000
- Projects with costs of at least \$2 million but less than \$10 million: \$20,000
- Projects with costs greater than \$10 million: \$25,000

Upon subsequent passage of the Referendum, the fee shall be credited against the fees for the resulting project(s) architectural/engineering services. The credit will be divided accordingly amongst all projects. Fees for reimbursable expenses shall be in accordance with the Request for Proposals.

TERMS AND CONDITIONS

Professional design services billing is on a monthly basis. Payment is due within a 45 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this proposal.

ARTICLE III

LIMITATIONS OF SERVICES

1. This proposal is valid for sixty (60) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.

ARTICLE IV

TERMS

We anticipate that our statements will be paid promptly upon their presentation. In the event that a statement is not paid within 45 days of receipt, the firm will charge interest on the outstanding balance at a rate of 1.5% per month for the period the statement remains unpaid after the initial 45 days. The firm of Netta Architects shall also be reimbursed for any collection fees incurred for any unpaid balances after 90 days, including, but not limited to, reasonable counsel fees and costs.

ARTICLE V

REIMBURSABLE EXPENSES

Payment for reimbursable expenses may be included in each progress payment or billed to the client on a monthly basis. Reimbursable expenses, in include all actual expenditures made by the Architect or his consultants for the project, which included but are not limited to travel, special mailings, and all blue printing or reproductions including the regular prints noted within the contract above.

ARTICLE VI

RESPONSIBILITIES OF THE PARTIES

The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

Owner:

Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for, and limitations on, the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

The Owner shall periodically update the budget for the Project, including the portion allocated for the Cost of Work. The Owner shall not significantly increase or decrease the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope of quality.

Architect:

The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article I – Scope of Service.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Article I and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

ARTICLE VII

INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligation, including prompt payment of all sums when due, under this agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this agreement. Any termination of this agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all original and reproduction in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

ARTICLE VIII

TERMINATION OR SUSPENSION

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

If the Project is suspended by the owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

ARTICLE IX

CONSTRUCTION

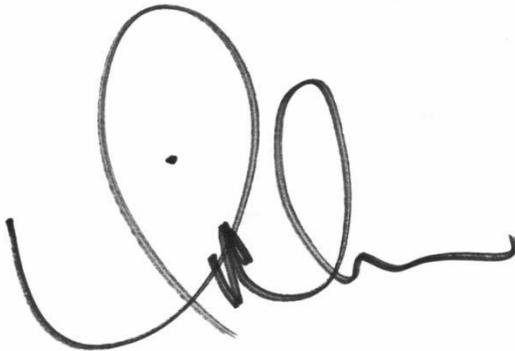
The architect shall not be responsible for the acts and omissions of the building contractor, or any subsequent subcontractor, or their agents or employees or any other person performing the work.

ARTICLE X

ADDITIONAL DESIGN SERVICES

Any additional architectural and or engineering services not outlined in Article I – Scope of Services, within this contract, shall be reflected by means of a required change order and billed to the client at an hourly rate set forth and described herewith in our “Standard Schedule of Services” attached hereto and made a part of this contract.

Very truly yours,

A handwritten signature in black ink, appearing to read 'N. Netta', with a large loop at the beginning and a horizontal flourish at the end.

Nicholas J. Netta, AIA, NCARB

Principal

NJN/mm