



NETTAARCHITECTS

May 24, 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
Various Door Replacement
P17-093**

Dear Mr. Edwards:

Pursuant to our recent conversations and your request, Netta Architects is pleased to provide this fee proposal for the following project being proposed by the Brick Township Board of Education. It is the District's intent to have construction activities completed during the 2017 Summer Recess.

- Veterans Memorial Middle School
 - Replace 6 sets of exterior doors
- Brick Memorial High School-
 - Replace 16 interior doors
- Brick Township High School
 - Replace 12 interior doors

Project scope shall include demolition of existing doors and replacement of new doors and hardware. Existing frames will be evaluated during the design phase for possible replacement.

ARTICLE I - SCOPE OF SERVICES

PHASE I – PRELIMINARY DESIGN

1. Field verify existing conditions, dimensions, field details, etc.;
2. Provide preliminary design layout drawings, and
3. Submit NJDOE Project Applications.

Preliminary Design Fee	\$ 3,000.00
(Task Time Frame 7 Days)	

PHASE II – DESIGN DEVELOPMENT – NOT APPLICABLE

PHASE III – CONTRACT DOCUMENTS

1. Prepare complete architectural contract documents in strict conformance to the State of NJ's Uniform Construction Code and all applicable sub-codes; and

2. Prepare specifications in book format and coordinate with the District's standard front end requirements.

Contract Documents Fee \$ 5,000.00
(Task Time Frame 14 Days)

PHASE IV – BIDDING

1. Attend Pre-Bid Conference with prospective bidders;
2. Provide and issue Addenda and Clarifications, if required, to respond to bidders questions; and
3. Assist District with review of submitted bids.

Bidding Fee \$ 800.00
(Task Time Frame 1 Bid Cycle)

PHASE V – CONSTRUCTION ADMINISTRATION – NOT APPLICABLE

PHASE VI – PROJECT CLOSEOUT – NOT APPLICABLE

ARTICLE II

Compensation:

The above outlined professional Architectural design services listed in Article I shall be completed for a fee of **Eight Thousand, Eight Hundred Dollars, (\$8,800)** including reimbursable expenses.

Fee Breakdown:

Phase I – Preliminary Design	\$ 3,000.00
Phase II – Design Development	\$ NA
Phase III – Contract Documents	\$ 5,000.00
Phase IV– Bidding and Negotiation	\$ 800.00
Phase V – Construction Administration Services.....	\$ NA
Phase VI – Project Closeout	\$ NA
TOTAL FEE*	\$ 8,800.00

Contract Endnotes:

*Professional design services billing is on a monthly basis. Payments are due upon receipt and not beyond any 45 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this agreement. In the event professional design fees are not paid in accordance with the 45-day term noted above, architect reserves the right to stop providing professional services until past due progress payments are received.

If you should have any further questions, please feel free to contact this office.

Sincerely,



Laurence K. Uher, AIA, LEED AP
 Vice President

TERMS AND CONDITIONS

Professional design services billing is on a monthly basis. Payment is due within a 30 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 30 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

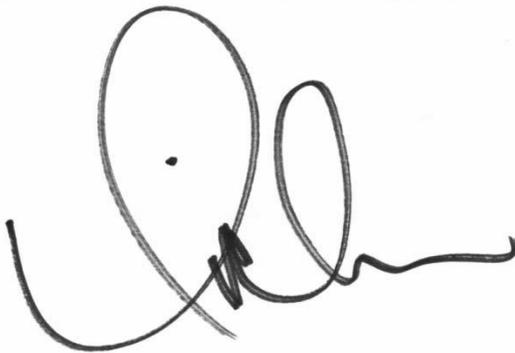
The architect shall not be responsible for the acts and omissions of the building contractor, or any subsequent subcontractor, or their agents or employees or any other person performing the work.

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