



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
www.ucimprovementauthority.org
(732) 382-9400 (732) 382-5862 fax

Resolution No. 58-2019

Date: September 11, 2019

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR CONCEPTUAL RENDERING AS PART OF THE OCCUPANCY & SPACE UTILIZATION NEEDS OF COUNTY PROPERTIES PROJECT

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☒ YES ☐ NO ☐ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

A handwritten signature in cursive script, reading "Lisa M. da Silva".

A handwritten signature in cursive script, reading "M.W.B. 10".

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>D'Elia</i>	✓		✓				
<i>Hockaday</i>	✓		✓			✓	
<i>Lattimore</i>	✓		✓				
<i>Marshall</i>	✓		✓				
<i>Mojica</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓				✓
<i>Huff, Vice Chair</i>	✓		✓				
<i>Bornstad, Chairman</i>		✓					

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR CONCEPTUAL
RENDERING AS PART OF THE OCCUPANCY & SPACE UTILIZATION NEEDS OF
COUNTY PROPERTIES PROJECT**

WHEREAS, a regular meeting of the Union County Improvement Authority (the "Authority") was held on September 11, 2019; and

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40: 37A-44 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, it is necessary for the Authority to obtain conceptual rendering services (the "Services") for the Occupancy & Space Utilization Needs of County Properties Project; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, the Authority has a need to acquire the Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Netta Architects has completed and submitted a Business Entity Disclosure Certification which certified that Netta Architects has not made any reportable contributions to a political or candidate committee as prohibited by the law in the previous year, and that the contract will prohibit Pinnacle Consulting & Construction Services, Inc. from making any reportable contribution through the term of the contract; and

WHEREAS, the Authority would like to authorize a contract with Netta Architects for the provision of the Services in accordance with their proposal of September 6, 2019 and this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE
UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby authorizes Netta Architects to perform the services for the Occupancy & Space Utilization Needs of County Properties Project at a cost not to exceed \$15,000.00;
2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with Netta Architects setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.
3. The Secretary of the Authority is directed to cause a brief notice of the above qualification to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).
4. The Certifying Finance Officer has certified that the funds for the contract are available from and can be obtained from the funds of the Authority.

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

AGREEMENT

OCCUPANCY & SPACE UTILIZATION NEEDS OF COUNTY PROPERTIES PROJECT CONCEPT RENDERING SERVICES

THIS AGREEMENT made and entered into this 11th day of September, 2019, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"), with offices located at 1499 U.S. Highway 1 North, Rahway, New Jersey hereinafter referred to as **Authority** and **Netta Architects** having its principal place of business at 1084 Route 22 West, Mountainside, NJ 07092, hereinafter referred to as **Vendor** for Design Phase Management Services .

WITNESSETH that the **Authority** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SCOPE OF WORK

The County shall enter into an Agreement with **Vendor** for the sum not to exceed \$15,000.00 and **Vendor** shall furnish all of the services and where applicable, all material, equipment and supplies and perform all of the labor, in a good and workmanlike manner, in accordance with their September 6, 2019 project proposal which is annexed hereto as Appendix A, and incorporated herein as part of this Agreement and collectively with this Agreement referred to as the "contract documents". **Vendor** shall do everything required by such contract documents.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement

2. DATES OF AGREEMENT

This Agreement shall commence upon execution of said contract and shall terminate upon completion of project as determined by the **Authority**.

3. CONFIDENTIALITY OF DOCUMENTS

All data and documentation arising out of the performance of this Agreement are the property of the Authority. Any data or documentation whose premature disclosure would be detrimental to the Authority shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act.

4. INSURANCE

On or before commencing the work the **Vendor** shall file with the **Authority** evidence of insurance coverage. The policy shall state "All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence". Coverage shall be effective and continuous for the entire term of the Agreement. The **Authority** shall be named as additional insured on the policy.

The **Authority** requires all **Vendors** to be able to comply with the following insurance requirements. The **Vendor** must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the **Authority**.

INSURANCE REQUIREMENTS APPLICABLE TO ALL VENDORS:

A Certificate of Insurance shall be filed with the **Authority** prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the **Authority** and name the **Authority** as additional insured.

1. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the **Authority** and shall reflect the provision of at least 30 days notice to the **Authority** before any major cancellation or major change may be made in the policy.

2. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract. Insurance shall be extended to include any obligations under “the United States Longshoremen's and Harbor Workers Act” or any maritime Act, when applicable.
3. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the **Authority** with Respect to work emanating from the Contract with the **Authority**. This instance shall include the following:
 - (a) Personal Injury Liability,
 - (b) Blanket Contractual Liability applying to assumption of liability under any written, Contract,
 - (c) Products and/or Completed Operations Liability

5. **INDEMNIFICATION**

The **Vendor's** liability to the **Authority** and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the **Authority** and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this **Agreement**.
- b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused

by the actions, activities or omissions of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work as outlined in this Agreement.

- c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

6. INDEPENDENT VENDOR STATUS

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent contractors and not employees of the Authority. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which **Authority** employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

7. TERMINATION OF AGREEMENT FOR CAUSE

The **Authority** may, by written notice of default to the **Vendor**, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the **Vendor** does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the Vendor specifying such failure:

- a. If the **Vendor** refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in the Agreement;
- b. If the **Vendor** disregards laws, ordinances, rules, regulations or orders;
- c. If the **Vendor** fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- d. If the **Vendor** files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the

Authority's property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

8. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the **Authority**. In no event, however, shall the **Vendor** be paid for loss of anticipated profits or consequential damages.

In the event the Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

9. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department. Change Orders shall comply with N.J.A.C. 5:30-11 titled Change Orders and Open-End Agreements and subsequent articles of the New Jersey Administrative Code.

10. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **Authority** for damages sustained by the **Authority** by virtue of any breach of the Agreement.

11. PAYMENT

The **Authority** shall pay this **Vendor** for the work specified by the Agreement a sum not to exceed \$15,000.00. Unless otherwise stated in the specifications, payment requests shall be submitted to the respective Authority every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and provide the necessary documentation of same.

Payment to the Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and properly executed **Authority** voucher.

12. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the **Authority** solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the **Vendor** or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

13. DISCRIMINATION

This **Vendor** acknowledges that he has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

14. AFFIRMATIVE ACTION

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the applicable employment goals, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter IO of the Administrative Code at N.J.A.C. 17:27.

15. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the **Authority** unless the **Vendor** provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted;

or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the **Vendor** who shall forward it to the contracting agency. No agreement with a subcontractor shall be entered into by any contractor under any agreement with a contracting agency unless the contractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the Agreement.

The **Vendor** shall maintain and submit to the **Authority** a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate

list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

16. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; N.J.S.A. 24:10-57.1 and N.J.S.A. 57.2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A. 52:33-1, together with any amendment or supplement thereto, be applicable to this Agreement and should said statute not be complied with, then this Agreement shall be voidable at the option of the **Authority**.

17. OPEN PUBLIC RECORDS ACT ("OPRA")

Pursuant to the Open Publics Record Act, N.J.S.A. 47:A-1.1 et seq. ("OPRA"), all information and documentation received in response to this Request for Quotations documents will become the property of the **Authority**. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the **Authority** unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

18. INSPECTIONS AND RECORDS

The **Vendor** shall maintain accounting records in a manner so as to enable the **Authority** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **Authority** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **Authority** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **Authority** may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, "the **Vendor** shall maintain all documentation related to products,

transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or the County upon request.”

If requested, the **Vendor** shall deliver to the **Authority** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the **Vendor** and all, data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

19. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

UNION COUNTY IMPROVEMENT AUTHORITY:

UCIA
Office of the Executive Director
1499 U.S. Highway 1 North
Rahway, New Jersey

VENDOR:

Netta Architects
1084 Route 22 West
Mountainside, NJ 07092

20. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to the **Authority's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

21. WAIVER

No term or provision hereof shall be deemed waived and no breach excused by the **Authority** unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the **Authority** to, or waiver by the **Authority** of, a breach by the Vendor, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

22. ENTIRE AGREEMENT

It is expressly agreed that the terms and conditions of this agreement shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written agreements between the parties.

23. ASSIGNMENT

The **Vendor** is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any of its responsibilities under this Agreement, in whole or in part, to any other person, company or corporation, and this Agreement may not be involuntarily assigned or assigned by operation of law without prior written consent of the **Authority**, which consent shall not be unreasonably withheld. If such a transfer without consent occurs, the **Authority** may refuse to carry out its Agreement with either the Assignor or Assignee, and reserves all rights of action for breach of the Agreement.

The **Authority** reserves the right to assign or transfer the Agreement to any person, office or entity as it deems appropriate.

24. SUBCONTRACTING

Unless otherwise specified in the **Authority's** specifications the subcontracting of any of **Vendor's** responsibilities under this Agreement is not permitted without the expressed written consent of the **Authority**.

25. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this Agreement.

26. COOPERATION WITH OTHER VENDORS

The **Vendor** shall fully cooperate with other vendors and contractors of the **Authority**, the **Authority's** employees, and/or the employees of others as may be required by circumstances or directed by the **Authority**.

27. LICENSES AND PERMITS

Vendor shall be responsible to apply for and obtain all necessary permits and licenses unless the specifications provide for the **Authority** to obtain such permits and licenses.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

(Remaining portion of page deliberately left blank)

ATTEST:

**UNION COUNTY IMPROVEMENT
AUTHORITY**

LISA DaSILVA, Clerk
UCIA

BY:
DANIEL P. SULLIVAN
Executive Director

APPROVED AS TO FORM:

DAVID MINCHELLO, ESQ.
UCIA General Counsel

ATTEST:

NETTA ARCHITECTS

Corporate Secretary / Notary Public

Authorized Signatory

Print Name

Print Title

APPENDIX A

SCOPE OF WORK AND PROPOSAL FOR CONCEPTUAL RENDERING SERVICES



NETTAARCHITECTS

Via Email: bobp@pinnacleconsult.net

September 6, 2019

Mr. Robert A. Pasqual
Pinnacle Consulting & Construction Services
One Gateway Center
Suite 2600
Newark, New Jersey 07102

**RE: CONCEPT RENDERINGS
PROPOSED UNION COUNTY ADMINISTRATIVE COMPLEX
ELIZABETH, NEW JERSEY
P19-187R1**

Dear Mr. Pasqual:

In accordance with your request, I am pleased to submit our proposal for Concept renderings for the proposed Union County Administrative Complex to be located in Elizabeth, New Jersey. It is our understanding that the complex will consist of an approximately 180,000 s.f. of Administrative office space and an associated parking garage which would be sized and designed by Timothy Haahs & Associates, Inc. (Haahs). Based on our discussion, it is our understanding that a Master Plan/Massing option for the building and the garage has been prepared and Netta Architects would develop a rendering for the Master Plan.

We are in a position to commence work immediately upon authorization of this proposal.

ARTICLE I – SCOPE OF SERVICES

PHASE I – PRELIMINARY DESIGN

1.01 Preliminary Design

- 1.01.1 Review Concept Site Plan prepared by Haahs;
- 1.01.2 Preparation of preliminary design elevations;
- 1.01.3 Provide for one (1) design review meetings; and
- 1.01.4 Preparation of rendering of proposed concept.

Preliminary Design Fee \$ 15,000.00
(Task Time Frame 45 Days)

PHASE II – DESIGN DEVELOPMENT – NOT APPLICABLE

PHASE IIA – BOARD SUBMISSION – NOT APPLICABLE

PHASE III – CONTRACT DOCUMENTS – NOT APPLICABLE

PHASE IV – BIDDING AND NEGOTIATION – NOT APPLICABLE

PHASE V – CONSTRUCTION ADMINISTRATION – NOT APPLICABLE

ARTICLE II

Compensation:

The above outlined professional architectural design services listed in Article I shall be completed for a fee of **Fifteen Thousand Dollars (\$ 15,000.00) plus reimbursable expenses.**

Fee Breakdown:

Phase I - Preliminary Design Fee*	\$ 15,000.00
Phase II - Design Development Fee	\$ NA
Phase IIA - Board Submission Fee	\$ NA
Phase III - Contract Documents Fee	\$ NA
Phase IV - Bidding and Negotiation Fee	\$ NA
Phase V - Construction Administration Fee**	\$ NA
TOTAL CONTRACTED SERVICES	\$ 15,000.00

REIMBURSABLE EXPENSES BILLED MONTHLY

Contract Endnotes:

*Reimbursable expenses incurred by Netta Architects will be billed monthly with a complete record of all incurred expenses.

*Professional design services billing is on a monthly basis. Payments are due upon receipt and not beyond any 30 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 30-day term noted above, architect reserves the right to stop providing professional services until past due progress payments are received.

*Delivery of Final Documents may not be made available to the client from our office unless contracted service payments have been made in full prior to the client receipt of Final Documents.

TERMS AND CONDITIONS

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.
4. Geotechnical services are not included in the scope of this proposal. If Geotechnical services are required, it will be performed under a separate Agreement.
5. Environmental services are not included in the scope of this proposal. If Environmental services are required they will be performed under a separate Agreement.
6. Moisture and/or mold remediation services are not included in the scope of this proposal. If Moisture and/or mold remediation services are required, they will be performed under a separate Agreement.
7. This proposal does not include Asbestos identification survey or remediation monitoring. If Asbestos identification survey or remediation monitoring is required, it will be performed under a separate agreement.
8. This proposal does not include Lead paint assessment or monitoring. If Lead paint assessment or monitoring is required, it will be performed under a separate agreement.
9. Site/Civil Engineering services are not included in the scope of this proposal. If Civil Engineering services are required they will be performed under a separate Agreement.
10. Structural Engineering services are not included in the scope of this proposal. If Structural Engineering services are required they will be performed under a separate Agreement.
11. MEP Engineering services are not included in the scope of this proposal. If MEP Engineering services are required they will be performed under a separate Agreement.
12. Information Technology services are not included in the scope of this proposal. If Information Technology services are required they will be performed under a separate Agreement.

ARTICLE IV

TERMS

For the performance of its services, Netta Architects shall be paid by the CLIENT in accordance with the agreement. Netta Architects shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due thirty (30) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or, if lesser, the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the CLIENT agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by Netta Architects. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.

Initial retainer must be paid before the start of any work on an executed contract of services agreement. The initial retainer required above shall be applied to the last scheduled payment invoice contained in this Contracted Services Agreement. Progress payments during the service phases must be paid within 30 days of the dated invoice. Netta Architects retains the right and shall stop production of services in this contract if progress invoices are not paid within 30 days of client's receipt of the invoice. Delivery of drawings may not be made available to the client from our office unless timely contracted service payment are made in addition to the time the client picks up the drawings.

ARTICLE V

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and/or Architect's employees and/or consultants in the interest of the Project, as identified in the following Clauses.

- A. Expenses of routine transportation in connection with the Project, including tolls and parking; expenses in connection with the Project including authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- B. Expense of renderings, reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.
- C. If authorized in advance by the Owner's Representative, expense of overtime work requiring higher than regular rates.
- D. Expense of renderings, models and mock-ups requested by the Owner(s).
- E. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner's Representative in excess of that normally carried by the Architect and Architect's consultants.

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 member 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 1 – 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 1 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 maintain 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, correction 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 Architects fees for the remaining services and the time schedules shall be equitably adjusted.

ARTICLE IX

CONSTRUCTION

The architect shall not be responsible for the means, methods or acts and omissions of the building contractor, or any of their subsequent subcontractor, or their agents or employees or any other person directly connected to the performance of the work.

ARTICLE X

ADDITIONAL DESIGN SERVICES

Any additional architectural and or engineering services requested by the client or his representatives that is not specifically outlined in Article I – Scope of Services, within this contract, shall be provided to the owner and further charged for the services at an hourly rate as set forth and described herewith in our “Standard Schedule of Services” attached hereto and made a part of this contract.

ARTICLE XI

LIMITATIONS OF LIABILITY

The liability of Netta Architects its employees, agents, and subcontractors (hereinafter for purposes of this Article VI referred to collectively as “Netta Architects”), for Client’s claims of loss, injury, death, damage or expense, including, without limitation, Client’s claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, “Client’s Claims”) shall not shall not exceed the aggregate: (1) the total sum of Netta Architects fee or \$50,000.00, whichever is greater, for Client’s Claims arising out of the professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contracts; or (2) the total sum of \$250,000.00 for Client’s claims arising out of negligence, or other causes for which Netta Architects has any legal liability, other than as described in the “Compensation” section above. In no event shall either Netta Architects or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE XII

DISPUTES

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings in the New Jersey Superior Court by either party, as hereinafter provided. If such matter relates to or is the subject of a lien arising out of the Consultant’s services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Architect and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (“AAA”) currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the AAA. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the mediation required as a condition precedent to arbitration or the institution of legal or equitable proceedings in the Superior Court is terminated or expires, because an agreement has not been reached within sixty (60) days, or within such additional period to which the parties mutually agree or which is ordered by the court, the parties may mutually agree to arbitration in accordance with the Construction

Industry Arbitration Rules of the AAA. In such case, the arbitration shall be held in the place where the project is located, unless another location is mutually agreed upon. In the event that the parties do not mutually agree to arbitrate before the AAA, the parties stipulate and agree that any dispute between them arising out of or related to this Agreement, whether equitable or legal relief is sought, shall be adjudicated and venued in the Superior Court of New Jersey, Union County. Each of the parties to this Agreement further stipulates and agrees to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Union County for the adjudication of such dispute or proceeding.


ARTICLE XIII

INDEMNIFICATION

If any claim is brought against Netta Architects, its employees, agents or subcontractors hereinafter for purpose of this Article VII referred to collectively as Netta Architects and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Netta Architects and Client, subject to the limitations of liability under Article XI above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Netta Architects caused any damage, injury or loss claimed by the third party, then Netta Architects and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Netta Architects was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Netta Architects against the claim, loss or legal fees consulting fees and other costs of defense reasonably incurred.

The firm of Netta Architects is very pleased to furnish you with this proposal. We look forward to working with you on a successful project. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Very truly yours,



Nicholas J. Netta, AIA, NCARB
Principal

NJN/mm

IF THE PROPOSED SCOPE OF SERVICES AND ITS' TERMS AND CONDITIONS AS OUTLINED IN THIS AGREEMENT MEET WITH YOUR APPROVAL, KINDLY INITIAL EACH PAGE, SIGN AND RETURN TO THIS OFFICE ALONG WITH THE REQUIRED RETAINER PAYMENT. THIS CONTRACT AGREEMENT SHALL BECOME BINDING UPON BOTH PARTIES AFTER A FULLY SIGNED COPY OF THIS AGREEMENT IS EXECUTED BY BOTH PARTIES AND THE REQUIRED RETAINER PAYMENT IS RECEIVED BY OUR FIRM.

PINNACLE CONSULTING & CONSTRUCTION SERVICES.

ROBERT A. PASQUAL

DATE

NETTA ARCHITECTS

NICHOLAS J. NETTA, AIA, NCARB
PRINCIPAL

DATE



NETTAARCHITECTS

STANDARD SCHEDULE OF RATES

Professional Services:

• Principal	\$	265.00 per hr.
• Senior Vice President	\$	245.00 per hr.
• Vice President	\$	230.00 per hr.
• Director	\$	200.00 per hr.
• Project Manager	\$	180.00 per hr.
• Senior Architect	\$	155.00 per hr.
• Architect Level I	\$	130.00 per hr.
• Architect Level II	\$	125.00 per hr.
• Architect Level III	\$	110.00 per hr.
• Draftsman	\$	65.00 per hr.
• Engineer	\$	150.00 per hr.
• Clerical	\$	50.00 per hr.
• Planning Board Appearance	\$	700.00 per app.

Reimbursable Expenses:

• Automobile Travel		Federal Rate
• Tolls		Direct Cost
• Reproductions	\$.50 per s.f.
• Digital Files	\$	200.00 per CD
• B&W Prints (8 1/2 " x 11")	\$.25 per sheet
• B&W Prints (8 1/2 " x 11" double sided)	\$.35 per sheet
• Color Prints (8 1/2 " x 11")	\$	2.50 per sheet
• B&W Prints (11 " x 17")	\$	1.00 per sheet
• Color Prints (11 x 17")	\$	5.00 per sheet
• B&W Plotting (12 " x 18")	\$	1.50 per plot
• B&W Plotting (15 " x 21")	\$	3.00 per plot
• B&W Plotting (24 " x 36")	\$	3.00 per plot
• B&W Plotting (30" x 42")	\$	6.00 per plot
• B&W Plotting (36 " x 48")	\$	9.00 per plot
• Color Plotting (8 1/2 " x 11")	\$	20.00 per plot
• Color Plotting (11 " x 17")	\$	40.00 per plot
• Color Plotting (24 " x 36")	\$	75.00 per plot
• Color Plotting (30" x 42")	\$	90.00 per plot
• Color Plotting (36 " x 48")	\$	100.00 per plot
• Express Mailing		1.2 x direct cost
• Computer Renderings Copies		1.3 x direct cost

Additional Professional Costs:

Surveyors, Professional Photography, Scientists, Engineers, Planners and Artist Renderings

- Consultants referenced above..... 1.2 x cost

REVISED 2/05/15

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