

Member Muskiewicz introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING THE RETENTION OF A
SPECIAL, INDEPENDENT AUDITOR PURSUANT TO A
NON-FAIR AND OPEN PROCESS**

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, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time; and

WHEREAS, the Authority has determined that it requires the services of a special, independent auditor to review payments made to its employees for accrued vacation and sick time (the "Services"); and

WHEREAS, the Authority has identified John E. Tully, MBA, CPA, RMA, whose resume is attached hereto, as an independent auditor who is qualified to perform the required Services; and

WHEREAS, Local Public Contracts Law, N.J.S.A. 40A:11-5(i)(a) permits the Authority to retain professional service providers, such as auditors, on a non-fair and open basis, subject to compliance with New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20A *et seq.*; and

WHEREAS, John E. Tully shall comply with all requirements of New Jersey Local Unit Pay-to-Play Law, and has agreed to perform the Services for a sum not to exceed \$5000;

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY that John E. Tully, MBA, CPA, RMA be retained as special independent auditor on a non-fair and open basis, so that he can begin the Services immediately; and

BE IT FURTHER RESOLVED that John E. Tully be required to comply with New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20A *et seq.*, and any other applicable law in providing the Services; and

BE IT FURTHER RESOLVED that John E. Tully be paid a sum not to exceed \$5000 for the Services; and

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

The foregoing resolution was adopted by the following roll call vote:

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE RETENTION OF A SPECIAL, INDEPENDENT AUDITOR PURUSANT TO A NON-FAIR AND OPEN PROCESS** is a true copy of a resolution adopted by the governing body of the Authority on May 14, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: May 14, 2013
(SEAL)

John E. Tully, MBA CPA RMA

19 Jason Dr.

Spring Lake Heights, N.J. 07762

732.449.9537 or 732.614.8883

johnetully@yahoo.com

Career History

Retired July 1, 2007

New Jersey Division of Property Management & Construction

State of New Jersey

Department of the Treasury

Trenton, N.J.

Audit Unit

March 2006 to July 2007

Reviewed new and extended State lease terms prior to final approval. Audited and approved for reimbursement State-leased office space operational and advance rent payment requests on a yearly basis for over 300 leases. Reviewed all internal Division of Property Management and Construction (DPMC) control processes to ensure productivity. The DPMC Audit Unit combines audit skills and accounting to insure the accuracy of State funds expended on construction projects and leased space.

Director

2002 to March 2006

New Jersey Division of Revenue

State of New Jersey

Department of the Treasury

Trenton, N.J.

Managed the state agency responsible for identifying and collecting receivables, processing revenue reports, depositing revenues submitted with those reports, and administering New Jersey's business formation and commercial information system. Managed a workforce of 450 permanent and 500 part-time employees and selected and monitored various private vendors that perform out-sourced work for the Division. With annual expenditures of more than \$64 million, the Division collects and deposits more than \$20 billion per year for the State of New Jersey. Primary customers of the Division include the Division of Taxation, Motor Vehicles Commission, and the Departments of Labor, Environmental Protection, Transportation, Corrections, and Law and Public Safety.

As Director, utilized strategic planning to increase the emphasis on information technology, particularly in the areas of electronic filing and digital imaging. Increased the number of forms and reports that could be filed electronically and simplified procedures for existing electronic forms to increase the number of people using this approach. Expanded the access to and uses for digital imaging, enabling more state agencies to use digital imaging to replace paper files. The Division's imaging system now electronically stores more than 1 billion images.

Managing Partner
Tully Winters McKenzie & Mahon, CPAs
Manasquan, N.J.
(Formerly Weinberg, York, Levy & Tully)

1977 to 2002

Developed a business plan, operating procedures and human resource strategies for an accounting firm. Designed a marketing strategy to solicit new customers and negotiated contracts with new clients. Managed the business affairs and supervised 15 employees. Supervised and prepared audits of sewerage authorities and private and public schools. Participated in municipal audits, prepared audits of not-for-profit organizations, assisted various small and mid-sized companies with financial management and tax planning, processed all forms of income tax, payroll tax and various other tax returns.

Adler & Teller, CPAs, Point Pleasant, N.J.

1974 to 1977

Senior Staff Accountant

Participated in accounting requirements for numerous small and medium-sized businesses. Prepared financial statements, tax returns, payroll returns and other management reports.

Ocean County College, Toms River, N.J.

1976 to 1977

Instructor

Taught evening classes in intermediate accounting.

Coopers & Lybrand, New York, N.Y.

1971 to 1974

Staff accountant

Participated in audits of various publicly traded corporations and national charitable organizations. Reviewed and participated in development of computerized audit tools.

Larson & Wulf, New York, N.Y.

1969 to 1971

Staff accountant

Prepared tax returns and performed bookkeeping and accounting for various individuals and small businesses.

Trustee/Directorships

New Jersey State Board of Accountancy

2010 to 2011

Member

2003 to July 2007

1992 to 1996

Board President

May 2006- July 2007

As a member and President of the regulatory body for all licensed Certified Public Accountants, Public Accountants and Registered Municipal Accountants in New Jersey, participated and chaired disciplinary hearings, assisted in preparation of regulations, participated in all aspects of licensure and regulation of the accounting profession.

<u>Vietnam Veterans Memorial Foundation, Inc.</u> , Holmdel, N.J.	2010 to present
Member, Board of Trustees	1997 to 2004
Treasurer	

Reorganized accounting system, assisted in securing stable funding sources, prepared documents required to meet New Jersey Charities Registration Act standards, participated in managing the construction of the Education Center and oversaw the significant increase in endowment funds.

<u>Belmar Fishing Club</u> , Belmar, N.J.	2002 to Sept. 2008
Member, Board of Trustees	
Vice President	

Prepared annual tax returns and financial reports for members, participated in operational management, assisted in preparation of building expansion plans and represented the club before local governing body.

<u>Monarch Savings Bank</u> , N.J.	1994 to 1998
Member, Board of Directors	
Reviewed and monitored banking operations, loan approvals, branch expansion and asset management. Participated in organizing procedures and operations in preparation for sale of bank.	

Education

Baruch College, City University of New York	M.B.A. 1971
Major: Computer Methodology	

Seton Hall University, South Orange, N.J.	B.S. 1969
Major: Accounting	

Professional Licenses

Certified Public Accountant, State of New Jersey, #CC06819
Certified Public Accountant, State of New York, #030611-1 (inactive)
Registered Municipal Accountant, State of New Jersey, #CR000512
Public School Accountant, State of New Jersey, #CS002013 (inactive)
Certified Municipal Finance Officer, State of New Jersey #N-0380
Certified County Finance Officer, State of New Jersey #Y-0133

Elected Positions

Borough of Spring Lake Heights, N.J.	1981 to 1996
Councilman	1975 to 1978

During 18 years on the Council, served as council president, council representative to the Planning and Welfare Boards, and chair of the Legislative, Finance and Police Committees. Negotiated several police contracts, prepared municipal budgets, created and upgraded the computerized budget system, oversaw the computerization of the borough accounting system, help manage the financial operations for the construction of new municipal offices, spearheaded the relocation of the U.S. Post Office from Spring Lake to Spring Lake Heights to facilitate the redevelopment of a deteriorating shopping plaza, led the program to construct sidewalks on all major school and playground routes, and advocated and developed a continuing infrastructure and equipment reconstruction and maintenance program.

Military Service

United States Marine Corps	1963 to 1966
Attained the rank of Corporal E4	
Honorably Discharged	

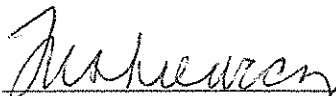

Participated in combat military actions in the Dominican Republic (1965) and Republic of Vietnam (1966).

Board and Association Memberships and Volunteer Activities

Member, Borough of Spring Lake Heights Planning Board
Member, American Institute of Certified Public Accountants
Member, New Jersey Society of Certified Public Accountants
Past President, Monmouth-Ocean Chapter of NJ Society of CPAs (NJSCPAs)
Former member, Monmouth County Private Industry Council
Former member, Spring Lake Heights Board of Adjustment

XXXXXXXX

RESOLUTION NO.: 31-2013

Member  introduced and moved the adoption of the following resolution and Member  seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING CONTRACT AMENDMENT
NO. 6 TO THE AGREEMENT WITH NETTA ARCHITECTS
LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN
SERVICES IN CONNECTION WITH THE NEW UNION
COUNTY FAMILY COURTS BUILDING AT CHERRY
STREET IN ELIZABETH, NEW JERSEY**

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union at Cherry Street in Elizabeth, New Jersey (the "Project"), and the Authority has agreed to undertake all actions necessary to implement the Project, which include, but are not limited to, the hiring of certain professionals; and

WHEREAS, the County has previously contracted with Netta for Architectural and Engineering Design of the Project, as described and included in Netta's proposal dated September 14, 2009, approved on January 21, 2010 by Resolution No. 2010-92 of the Board of Chosen Freeholders of the County of Union, and amended on July 9, 2010 by Resolution No. 2010-354; and

WHEREAS, the Authority, by Resolution No. 21-2012, entered into a contract with Netta (the "Contract") pursuant to which the Authority effectively assumed the County's previous contract with Netta, and also became responsible for the Project, including the services to be provided by Netta in the future; and

WHEREAS, Netta has incurred additional expenses in the amount of \$50,000 in connection with the rebidding of the Project, including preparation of new drawings and plans, as detailed in Request for Contract Amendment No.6, attached hereto;

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Contract Amendment No. 6 to the Contract be approved in the amount of \$50,000 as set forth in Request for Amendment of Professional Services Contract Amendment No. 6, attached hereto and made a part hereof;

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

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING CONTRACT AMENDMENT NO. 6 TO THE AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 14, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: May 14, 2013

(SEAL)



NettaArchitects

REQUEST FOR AMENDMENT OF PROFESSIONAL SERVICES

April 25, 2013

Mark Brink, Project Director
Union County Administration Building
10 Elizabethtown Plaza 6th Floor
Elizabeth, NJ 07207

RE: *Request for Contract Amendment No.: 6*

Date of Contract: January 21, 2010
Project Description: Justice Complex Family Court Bldg & Parking Deck
Project address: Elizabeth, NJ
NETTA Project No.: 210951-A Resolution No.: 2010-512 Dated 5/20/10

Reimbursable Expense Budget Increase:

Reimbursable Expenditure made to date for the project \$ 48,336.89
Reimbursable Expenses Budget \$ 16,271.71
Amount exceeding budget..... \$ 32,065.18
6.1 Forecasted Reimbursable Expenses for remainder of project..... \$ 17,934.82

Total Fee Request for Contract Amendment No. 6..... \$ 50,000.00

STATEMENT HISTORY

Original Contract Services Fee..... \$ 904,650.00

Previously Authorized Amendments:

o CO No. 1..... \$1,810,925.00
o CO No. 2..... \$ 40,000.00
o CO No. 3..... \$ 112,000.00
o CO No. 4..... \$ 535,000.00
o CO No. 5..... \$ 67,800.00

Subtotal of Original Contract and Previously Approved Change Orders above \$ 3,470,375.00** plus

****Subtotal Fee noted above shall change to include this RFCA No.: 6 after signing below..... \$ 50,000.00**

Submitted for approval by:

Nicholas J. Netta, AIA, NCARB Principal

The above estimated fees/costs relating to this Contract Amendment are satisfactory and are hereby accepted. All additional/revised services will be performed in accordance with the same terms and conditions as specified in the original Contract. The client acknowledges that by accepting this Contract Amendment, they agree to compensate Netta Architects as shown above and such compensation does not depend on the Client receiving a Contract Amendment from its client, if applicable.

Authorized Signature (Client):

Print Name:

Anthony Scutari

Date:

May 14, 2013

Title:

Chairman

NETTA ARCHITECTS:

NICHOLAS J. NETTA, AIA, NCARB

Date:

Member Muskiewicz introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING ITS INSURANCE BROKER
BROWN AND BROWN METRO, INC. TO RENEW PUBLIC
OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY
INSURANCE COVERAGE FOR THE AUTHORITY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders ("Board"), as 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; and

WHEREAS, in order to carry out the stated purposes and goals for which the Authority was created, the Authority is required to carry certain levels of insurance coverage to protect its physical property and assets which it has acquired or controls in carrying out its duties and/or obligations;

WHEREAS, the Authority is further authorized to carry certain elective coverage in order to protect its members should claims be brought against them; and

WHEREAS, the Authority's insurance broker, Brown & Brown Metro, Inc. ("Brown & Brown") has presented the Authority with a proposal to renew Public Officials/Employment Practices Liability, which is attached hereto; and

WHEREAS, the Authority in the interest of protecting its members, understanding that such coverage is customary with many public entities and finding that the annual premium is reasonable, desires to authorize Brown & Brown to renew coverage on behalf of the Authority consistent with the attached proposal.

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY that Brown & Brown Metro, Inc. is authorized to renew the Public Officials/Employment Practices Liability coverage on behalf of the Authority consistent with the attached proposal; and

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

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING ITS INSURANCE BROKER BROWN AND BROWN METRO, INC. TO BIND PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FOR THE AUTHORITY** is a true copy of a resolution adopted by the governing body of the Authority on May 14, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: May 14, 2013
(SEAL)

Re: Union County Improvement Authority
Policy #: PKO0001571
Exp Date: 5/13/2013

Carrier: National Casualty Company
Rating: A+ XV (Admitted)

This quotation is based on the underwriting and rating information in the application provided by the insured. The coverage and terms being offered may not be the same or as broad as requested in the application.

Quote is valid until 5/13/2013

<u>Coverage</u>	<u>Limits</u>	<u>Deductible</u>	<u>Premium</u>
Public Officials	\$1,000,000/\$1,000,000	\$17,500	\$13,595
(Claims Made) ***Retro-Date: 5/13/2009 ***Includes Consent to Settle with 70/30 soft hammer clause ***Excludes Land Use Planning and Zoning			
Employment Practices Liability	\$1,000,000/\$1,000,000	\$10,000	\$1,500
(Claims Made) ***Retro-Date: 5/13/2009 ***Includes Consent to Settle with 70/30 soft hammer clause ***No Exclusions or sub-limits for non-monetary, back/front wages or injunctive relief			

*Total Renewal Premium \$15,230.86 (\$135.86 NJ Surcharge included).

Member Muskeewy introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING AN AGREEMENT WITH
NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES IN CONNECTION
WITH CONSTRUCTION OF 35,000 SQ. FT. OF SPACE FOR
STUDENT SERVICES AND CLASSROOMS AT THE UNION
COUNTY COLLEGE CAMPUS IN CRANFORD, NEW
JERSEY**

WHEREAS, the Authority has been created by resolution of the Board of Chosen Freeholders of the County of Union (the "County"), 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 the acts amendatory thereof and supplemental thereto; and

WHEREAS, the College is a public comprehensive community college, accredited by the Middle States Commission on Higher Education, instituted in 1933, and operating pursuant to N.J.S.A. 18A:64A-1 *et seq.*, campuses in Cranford, Elizabeth, Plainfield and Scotch Plains, New Jersey; and

WHEREAS, the College wishes to make certain capital improvements to the Plainfield campus, specifically, the construction of a new two-story addition of approximately 35,000 sq. ft. attached to the Nomahegan Building which will provide space for student services and classrooms; and

WHEREAS, the Authority and the College have previously entered into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 *et seq.* in which the College has requested the Authority to assist it with the Project by, among other things, providing financing, retaining professional services, managing the procurement process and providing construction management services, and the Authority agreed wishes to provide this assistance to the College; and

WHEREAS, in accordance with the Shared Services Agreement, the Authority wishes to retain Netta Architects LLC to provide architectural and engineering design services for the Project (the "Services") in accordance with the proposal attached hereto and made a part hereof, for a sum not to exceed \$1,040,000 (including reimbursables);

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the

Authority that the Agreement by and between the Authority and Netta Architects LLC, to provide Architectural, and Engineering Design Services for the Project, is hereby approved for a cost not to exceed \$286,000; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

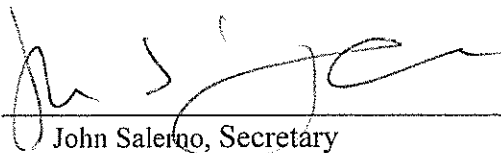
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

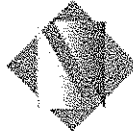
CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AN AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN CONNECTION WITH CONSTRUCTION OF 35,000 SQ. FT. OF SPACE FOR STUDENT SERVICES ND CLASSROOMS AT THE UNION COUNTY COLLEGE CAMPUS IN CRANFORD, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 14, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: May 14, 2013
(SEAL)



NettaArchitects

March 1, 2013

Charlotte Defillipo
Executive Director
Union County Improvement Authority
Union County Administration Building - 6th Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207

**RE: Student Services Addition Along with Interior Alterations
Union County College
1033 Springfield Avenue
Cranford, NJ 07016
P12-030**

Dear Ms. Defillipo:

Pursuant to our project meetings and subsequent to the recent authorization of the project, Netta Architects is pleased to provide this fee proposal for comprehensive architectural and engineering design services for the above referenced project.

The overall program for this project as outlined in our project concept meetings will be inclusive of the following:

- A new two-story addition encompassing approximately 35,000 sq. ft. on the Union County College (UCC) Cranford Campus. The proposed Student Services and Classroom space will be constructed as a two-story addition attached to the northeastern edge of the Nomahegan Building. The ground level of the addition will be approximately 8,100 sf and the second-story will be designed to extend over the existing one-story classroom wing and above the existing Student Services Area. Additionally a new grand entrance into the Nomahegan Building will be designed. The first floor of the proposed addition shall be utilized as a Student Services Center and the second floor will be comprised of various Classrooms and Faculty Offices (Attachment - 1). In addition, we will close the western entrance from Princeton Road into Parking Lot - 4 and include a new landscaped berm to visually minimize the impact of the parking area on the surrounding neighborhood.

Netta Architects, and our consultant team agree to perform the following scope of professional design services as outlined in Article I, pages 2 through 4 of this fee proposal.

ARTICLE I - SCOPE OF PROFESSIONAL SERVICES

PHASE I – PRELIMINARY DESIGN

A. INVESTIGATORY:

1. Civil Engineering:

- 1.1 Perform a detailed outbound, utility and topographic survey of the Peace Garden and Parking Lot Number-4;

2. Geotechnical Engineering:

- 2.1 Perform two (2) Soil Borings and one (1) Test Pit in the Peace Garden area; and
- 2.2 Prepare a detailed Geotechnical Report outlining soil conditions and bearing capacities.

3. Architecture:

- 3.1 Perform site visits to thoroughly familiarize ourselves with all existing building conditions;
- 3.2 Review existing building drawings provided to this office by Union County College;
- 3.3 Preparation of Base Drawings from existing building documents;
- 3.4 Field investigation of all existing building conditions;
- 3.5 Modification of Base Drawings to accurately reflect all existing building conditions;
- 3.6 Perform a structural engineering analysis of the Nomahegan Building; and
- 3.7 Perform a detailed Building Code Analysis.

B. PROGRAMMING:

1. Allow for all required programmatic design meetings with the Union County College Design Committee along with the Union County Improvement Authority;
2. Preparation of a detailed Architectural Design Program outlining all spatial requirements for the proposed Student Services Building;
3. Preparation of a preliminary Construction Cost Estimate; and
4. Allow for one (1) final Program Meeting to review and finalize the programming document.

**Preliminary Design\$ 90,000.00
(Task Time Frame 30 Days)**

PHASE II – DESIGN DEVELOPMENT

A. CONCEPTUAL DESIGN:

1. Develop conceptual Architectural Site Plans;
2. Develop conceptual Architectural Floor Plans;
3. Develop conceptual Building Elevations;
4. Review material selection criteria with Union County College and the Union County Improvement Authority; and
5. Allow for all required conceptual Design Meetings for the selection of a Design Concept.

B. SCHEMATIC DESIGN:

1. Develop Civil Engineering Plans;
2. Develop Schematic Architectural Floor Plans, Elevations and Building Cross Sections;
3. Develop Schematic Structural Framing Plans;
4. Develop Schematic Mechanical, Electrical, Plumbing and Fire Suppression Drawings;
5. Adjust preliminary Construction Cost Estimate based on Schematic Level Design; and
6. Allow for all required Schematic Design Level Meetings.

C. COURTESY PLANNING BOARD SUBMISSION:

1. Submit all required documents to the City of Cranford;
2. Preparation of one (1) presentation rendering; and
3. Represent the Union County Improvement Authority in presenting the project to Cranford on a courtesy basis.

**Design Development Fee \$ 195,000.00
(Task Time Frame 90 Days)**

PHASE III – CONTRACT DOCUMENTS

Contract Documents:

Prepare the following architectural and engineering plans and specifications in sufficient detail to receive competitive bids. Contract Documents will be prepared in strict conformance to the State of New Jersey's Uniform Construction Code and all of its pertinent sub-codes.

30% Level Design Submission:

1. Prepare 30% complete civil engineering plans;
2. Prepare 30% complete architectural and interior design plans;
3. Prepare 30% complete structural engineering plans;
4. Prepare 30% complete mechanical/electrical/plumbing and fire protection plans;
5. Prepare 30% complete information technologies plans;
6. Prepare a Construction Cost Estimate based on the 30% level design; and
7. Provide for all necessary progress and coordination meetings with the Union County Improvement Authority and Union County College.

60% Level Design Submission:

1. Prepare 60% complete civil engineering plans;
2. Prepare 60% complete architectural and interior design plans;
3. Prepare 60% complete structural engineering plans;
4. Prepare 60% complete mechanical/electrical/plumbing and fire protection plans;
5. Prepare 60% complete information technologies plans;
6. Prepare a Construction Cost Estimate based on the 60% level design; and
7. Provide for all necessary progress and coordination meetings with the Union County Improvement Authority and Union County College.

90% Level Design Submission:

1. Prepare 90% complete civil engineering plans;
2. Prepare 90% complete architectural and interior design plans;
3. Prepare 90% complete structural engineering plans;
4. Prepare 90% complete mechanical/electrical/plumbing and fire protection plans;
5. Prepare 90% complete information technologies plans;
6. Prepare 90% complete project manual including all technical specifications;
7. Prepare final Construction Cost Estimate based on the 90% level design; and
8. Provide for all necessary progress and coordination meetings with the Union County Improvement Authority and Union County College.

100% Level Submission:

1. Submit three (3) sets of 100% Contract Documents to the Union County Improvement Authority and Union County College for final review and approval.

**Contract Documents Fee \$ 530,000.00
(Task Time Frame 120 Days)**

PHASE IV – BIDDING ASSISTANCE

1. Assist the Union County Improvement Authority with the distribution of plans and specifications;
2. Attend one (1) pre-bid conference and site tour;
3. Provide interpretation of contract documents for bidding contractors;
4. Prepare addenda based on contractor's Requests for Information;
5. Review all requests for potential change orders;
6. Prepare bid tabulation sheet; and
7. Professionally assist the Union County Improvement Authority in awarding a contract for construction.

**Bidding and Negotiation Fee \$ 30,000.00
(Task Time Frame One Bid Cycle)**

PHASE V – CONSTRUCTION ADMINISTRATION

1. Attend pre-construction meeting;
2. Review and approve contractors' shop drawings;
3. Review and approve all contractors' application for payment;
4. Perform weekly site inspections to monitor the contractor's performance in accordance to the contract documents;
5. Attend bi-weekly construction progress meetings;
6. Perform final punch list inspection; and
7. Issue final punch list.

Construction Administration Fee \$ 285,000
(Task Time Frame 14 Months)**

ARTICLE II

Compensation:

The above outlined professional Architectural / Engineering design services listed in Article I shall be completed for a fee of **One Million, One Hundred, Forty Thousand Dollars (\$1,140,000.00)**, including **Ten Thousand Dollars (\$10,000.00)** for reimbursable expenses.

Fee Breakdown:

Phase I – Preliminary Design / Programming	\$	90,000.00
Phase II – Design Development	\$	195,000.00
Phase III – Contract Documents.....	\$	530,000.00
Phase IV– Bidding and Negotiation	\$	30,000.00
Phase V – Construction Administration Services**	\$	285,000.00
TOTAL ARCHITECTURAL/ENGINEERING FEE	\$	1,130,000.00
Reimbursable Expense Budget	\$	10,000.00
TOTAL NOT TO EXCEED FEE*	\$	1,140,000.00

*Reimbursable Expenses Billed Monthly

Contract Endnotes:

*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.

**Construction Administration Fee quoted is based upon our professional estimate of time required and anticipated from similar past project requirements during this phase. Any extended construction periods beyond the number of months or excessively noted monthly hours expended by the architect, may require a review between the owner and architect to determine the need for an Amendment to this agreement through a Change Order for additional services above the scope of services contracted.

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.
4. Asbestos, lead based paint, universal waste identification surveys are not included under the scope of this proposal.

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.

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 45 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 45 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 payments are made in addition to the time the client picks up the drawings.

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 a "not to exceed fee" of ***Ten Thousand Dollars (\$10,000.00)*** 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

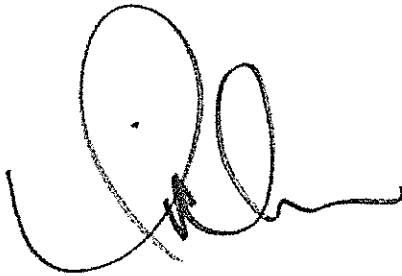
The architect shall not be responsible for the acts and omissions of the building contractor, or any subsequent subcontractor, or their agents or employees or any other person performing the work.

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 start and a horizontal flourish at the end.

Nicholas J. Netta, AIA, NCARB
Principal

NJN/mm

STANDARD SCHEDULE OF RATES

Professional Services:

• Principal	\$	230.00 per hr.
• Vice President	\$	195.00 per hr.
• Project Manager	\$	175.00 per hr.
• Senior Architect	\$	150.00 per hr.
• Architect Level I	\$	125.00 per hr.
• Architect Level II	\$	115.00 per hr.
• Architect Level III	\$	100.00 per hr.
• Draftsman	\$	65.00 per hr.
• Engineer	\$	150.00 per hr.
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Reimbursable Expenses:

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• Reproductions	\$.50 per s.f.
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• 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 ½ " 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



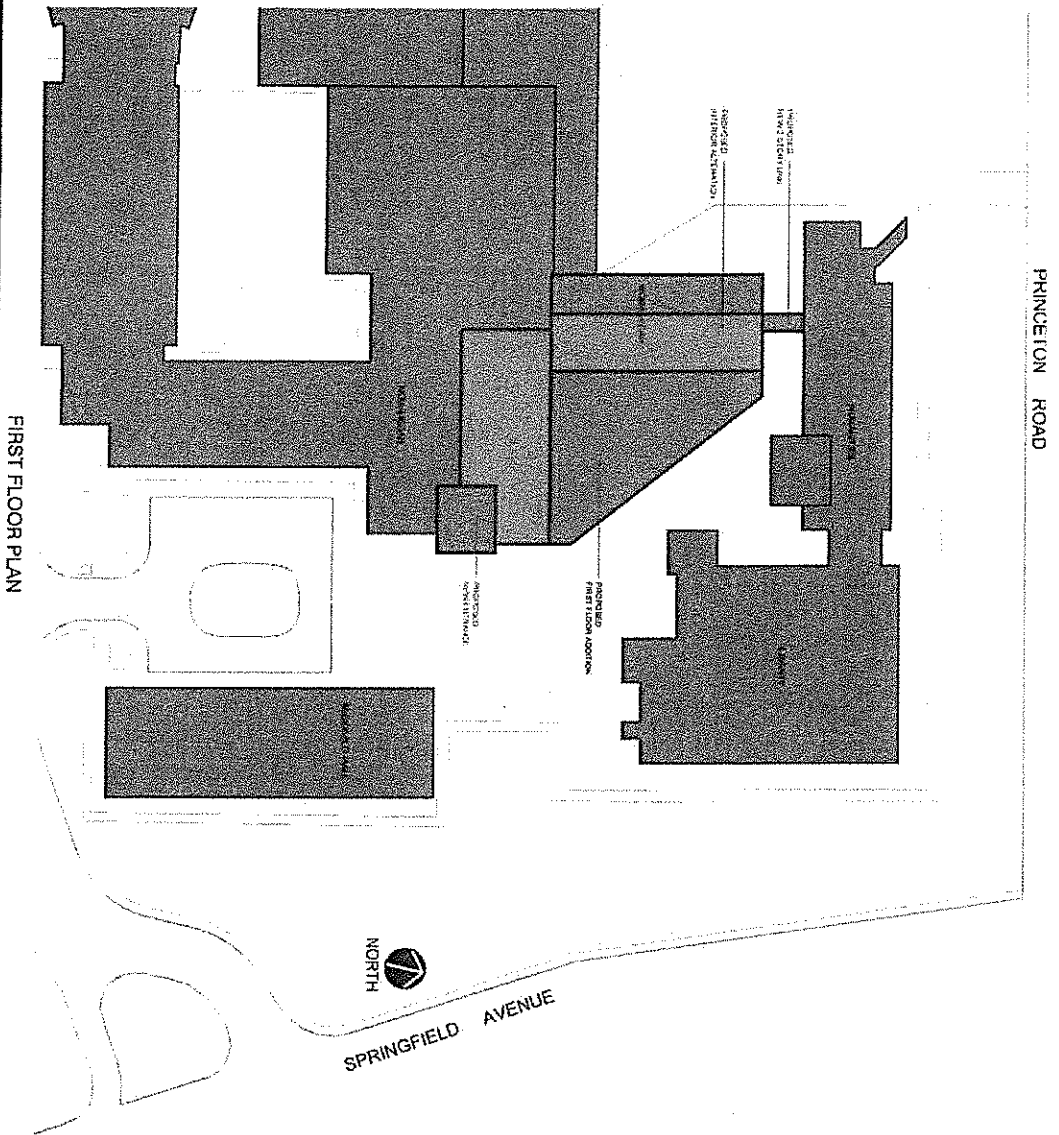
PROPOSED STUDENT SERVICES CENTER ADDITION & ALTERATIONS UNION COUNTY COLLEGE CRANFORD CAMPUS

Netta
1064 Route 22 West, Mountainside, New Jersey 07092
TEL: 973-378-0069 FAX: 973-378-1061

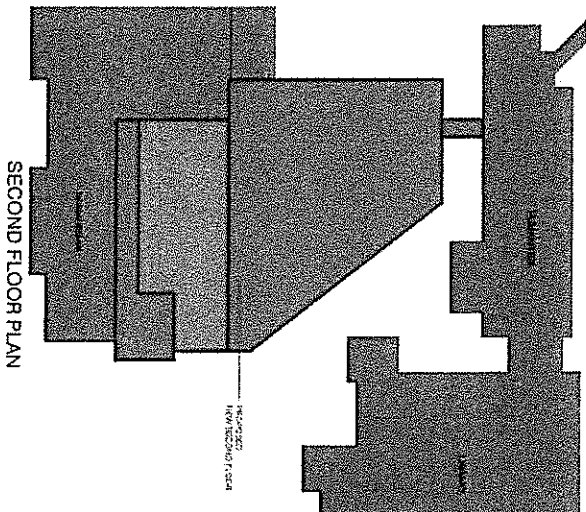


LEGEND
NEW CONSTRUCTION
INTERIOR ALTERATION
ALTERATION UNDER 2013 2013 CDS

SITE PLAN
SCALE: 1/32" = 1'-0"
February 15, 2013



AREA CALCULATIONS				
NEW CONSTRUCTION	CLASSES & STUDENT SERVICES	COPE & ENTRY	TOTAL GROSS SF	
ALTERATIONS	10,000 SF	4,000 SF	2,000 SF	2,000 SF
TOTAL GROSS SF	10,000 SF	4,000 SF	2,000 SF	2,000 SF



Member Miskewicz introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING AN AGREEMENT WITH
NETTA ARCHITECTS LLC FOR ARCHITECTURAL,
ENGINEERING AND INTERIOR DESIGN SERVICES IN
CONNECTION WITH RELOCATION OF THE LIBRARY,
AND CONSTRUCTION OF A NEW CAFETERIA,
BOOKSTORE AND STUDY ROOMS AT THE UNION
COUNTY COLLEGE CAMPUS IN PLAINFIELD, NEW
JERSEY**

WHEREAS, the Authority has been created by resolution of the Board of Chosen Freeholders of the County of Union (the "County"), 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 the acts amendatory thereof and supplemental thereto; and

WHEREAS, the College is a public comprehensive community college, accredited by the Middle States Commission on Higher Education, instituted in 1933, and operating pursuant to N.J.S.A. 18A:64A-1 *et seq.*, campuses in Cranford, Elizabeth, Plainfield and Scotch Plains, New Jersey; and

WHEREAS, the College wishes to make certain capital improvements to the Plainfield campus, specifically, the repurposing of 4500 sq. ft. of existing library space for classrooms and offices, and the renovation and conversion of a 11,700 sq. ft. two-story building for the relocation of the library, and the construction of a new cafeteria, bookstore and group study rooms; and

WHEREAS, the Authority and the College have previously entered into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 *et seq.* in which the College has requested the Authority to assist it with the Project by, among other things, providing financing, retaining professional services, managing the procurement process and providing construction management services, and the Authority agreed wishes to provide this assistance to the College; and

WHEREAS, in accordance with the Shared Services Agreement, the Authority wishes to retain Netta Architects LLC to provide architectural and engineering design services for the Project (the "Services") in accordance with the proposal attached hereto and made a part hereof, for a sum not to exceed \$286,000 (including reimbursables);

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that the Agreement by and between the Authority and Netta Architects LLC, to provide Architectural, Engineering and Interior Design Services for the Project, is hereby approved for a cost not to exceed \$286,000; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member				✓
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AN AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN SERVICES IN CONNECTION WITH RELOCATION OF THE LIBRARY, AND CONSTRUCTION OF A NEW CAFETERIA, BOOKSTORE AND STUDY ROOMS AT THE UNION COUNTY COLLEGE CAMPUS IN PLAINFIELD, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on May 14, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: May 14, 2013

(SEAL)



NettaArchitects

February 11, 2013

Charlotte DeFillipo
Executive Director
Union County Improvement Authority
Union County Administration Building - 6th Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207

**RE: Interior Alterations, Conversions and Renovations
Buildings 1 and 2
Union County College
Plainfield Campus
232 East Second Street
Plainfield, NJ 07060
P12-129**

Dear Ms.Fillipo:

Pursuant to recent our meeting Thursday December 3, 2012, Netta Architects is pleased to provide this fee proposal for comprehensive architectural, engineering and interior design services along with construction management for the above referenced project.

The anticipated Scope of Work as outlined in our meeting shall be inclusive of the following:

Building 1:

Alteration of approximately 4,500 sf of existing Library space located in the lower level into new classroom and general office spaces

Building 2:

Renovation and conversion of a 11,700 sf two-story building. Proposed design program will call for the relocation of the Library currently located in Building -1 into the building to become the focal point of the Ground Floor along with a new cafeteria, bookstore and group study rooms. The second floor will be opened up as much as possible to accommodate general office space.

We understand that the schedule for this project is for construction to start in early summer of 2013 with completion scheduled for January of 2014. The firm of Netta Architects, and our consulting engineers are in a position to meet this schedule and further agree to perform the following scope of professional design services upon the authorization of this proposal.

ARTICLE I - SCOPE OF SERVICES

PHASE I – PRELIMINARY DESIGN

Investigatory:

1. Prepare background AutoCAD drawings for both buildings from existing drawings furnished to this office;
2. Field verify all existing conditions;
3. Modify base plans from all observed field conditions; and
4. Perform a comprehensive Code Review.

Preliminary Design Fee \$ 21,000.00
(Task Time Frame 20 Days)

PHASE II – DESIGN DEVELOPMENT

A. Programming:

1. Allow for up to three (3) meetings with the College's Design Committee;
2. Evaluation of all spatial requirements and adjacency guidelines;
3. Preparation of a detailed Architectural Program; and
4. Allow for one (1) program review meeting.

B. Schematic Design:

1. Preliminary design floor plans;
2. Preliminary building elevations;
3. Prepare overview of MEP system design;
4. Prepare preliminary project cost estimates; and
5. Allow for all required design development meetings.

Design Development Fee \$ 35,000.00
(Task Time Frame 30 Days)

PHASE IIA – BOARD SUBMISSION – NOT APPLICABLE

PHASE III – CONTRACT DOCUMENTS

CONTRACT DOCUMENT PHASE:

Prepare the following architectural and engineering plans in sufficient detail to receive competitive bids. Plan will be prepared in strict conformance to the State of New Jersey's Uniform Construction Code and all of its sub-codes.

A. 30% Level Submission

1. Prepare 30% complete architectural plans;
2. Prepare 30% complete structural plans;
3. Prepare 30% complete M/E/P plans;
4. Prepare 30% complete fire protection plans;
5. Prepare 30% technical specifications; and
6. Prepare 30% level construction cost estimate.

B. 60% Level Submission

1. Prepare 60% complete architectural plans;
2. Prepare 60% complete structural plans;
3. Prepare 60% complete M/E/P plans;
4. Prepare 60% complete fire protection plans;
5. Prepare 60% interior design plans and finish schedules;
6. Prepare 60% technical specifications; and
7. Prepare 60% level construction cost estimate

C. 90% Level Submission

1. Prepare 90% complete architectural plans;
2. Prepare 90% complete structural plans;
3. Prepare 90% complete M/E/P plans;
4. Prepare 90% complete fire protection plans;
5. Prepare 90% interior design plans and finish schedules;
6. Prepare 90% technical specifications for review;
7. Allow for one (1) 90% level design meeting with the Owner; and
8. Prepare 90% level construction cost estimate.

D. 100% Level Design Submission

1. Submit three (3) sets of 100% complete contract documents to the Owner for final review and approval.

Contract Documents Fee \$125,000.00
(Task Time Frame 60 Days)

PHASE IV – BIDDING AND NEGOTIATION

1. Conduct one (1) Pre-Bid Meeting and site walk-through.
2. Issue Addenda and Clarifications based on contractors request for information; and
3. Assist Owner with review of submitted bids and contract award recommendation.

Bidding and Negotiation Fee \$ 20,000.00
(Assumed 1 Bid Cycle)

PHASE V – CONSTRUCTION PHASE SERVICES

OVERSEE CONTRACTOR:

1. Assure Contractors' schedules are complete and within project guidelines;
2. Insure Contractor compliance with material testing schedules in contract documents;
3. Review and approve Contractor Change Orders;
4. Conduct ongoing Value Engineering to insure budget and schedule compliance;
5. Provide contract administration services; and
6. Monitor safety programs.

ARCHITECTURAL:

1. Conduct a pre-construction meeting;
2. Review contractor's shop drawings and submittals;
3. Attend biweekly site visits during the construction process to monitor the contractor's performance in accordance to the contract documents;
4. Review contractor's application for payments;
5. Prepare and review final punch list; and
6. Review and approve all closeout documents.

PROVIDE ON-SITE CONSTRUCTION MANAGER(S) AS REQUIRED TO MONITOR AND COORDINATE CONTRACTORS:

1. Monitor work for compliance with plans and specifications;
2. Maintain reports of all labor, equipment, weather, work in progress, etc.;
3. Verify quality control and contract document compliance; and
4. Produce approved Change Orders and distribute accordingly.

CONDUCT BI-WEEKLY PROJECT MEETINGS WITH GENERAL CONTRACTORS:

1. Review progress, procedures, two week look ahead for scheduled work;
2. Review and adjust (if necessary) Contractors' schedules;
3. A Master Project Schedule will be updated regularly with Contractor's schedules; and
4. Distribute meeting minutes to all parties.

REPORT REGULARLY TO OWNER:

1. Recommendations on cost and/or time-saving measures as applicable; and
2. Findings by Owner's representatives, inspectors and jurisdictional agencies as accompanied on-site.

CLOSEOUT / OWNER OCCUPANCY

Finalize for Owner:

1. Create and monitor completion of final punch list;
2. Monitor production of As-Built drawings;
3. Monitor and secure Contractor's closeout documents; and
4. Forward all applicable final releases, warranties, maintenance bonds, etc.

Construction Phase Fee \$ 75,000.00
(Task Time Frame 7 Months)**

ARTICLE II

Compensation:

The above outlined professional Architectural design services listed in Article I shall be completed for a fee of **Two Hundred Eighty-Six Thousand Dollars, (\$286,00.00)**, including **Ten Thousand Dollars (\$10,000.00)** for reimbursable expenses.

Fee Breakdown:

Phase I – Preliminary Design	\$ 21,000.00
Phase II – Design Development	\$ 35,000.00
Phase IIA – Board Submission	\$ NA
Phase III – Contract Documents.....	\$ 125,000.00
Phase IV– Bidding and Negotiation	\$ 20,000.00
Phase V – Construction Administration Services**	\$ 75,000.00
Reimbursable Expenses	\$ 10,000.00
TOTAL NOT TO EXCEED FEE*.....	\$ 286,000.00

*Reimbursable Expenses Billed Monthly

Contract Endnotes:

*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.

**Construction Administration Fee quoted is based upon our professional estimate of time required and anticipated from similar past project requirements during this phase. Any extended construction periods beyond the number of months or excessively noted monthly hours expended by the architect, may require a review between the owner and architect to determine the need for an Amendment to this agreement through a Change Order for additional services above the scope of services contracted.

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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.

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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.

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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.

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ARTICLE VII**INSTRUMENTS OF SERVICE**

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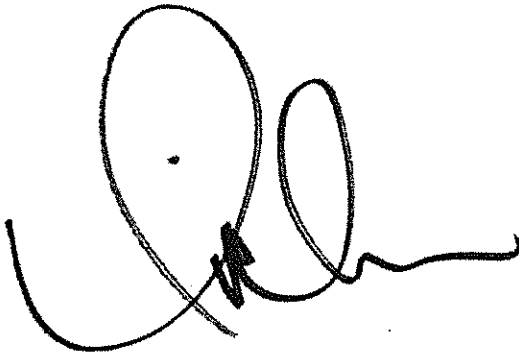
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Very truly yours,

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Nicholas J. Netta, AIA, NCARB
Principal

NJN/mm

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• 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 ½ " 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

