

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK
AUTHORIZING A CHANGE IN SCOPE TO
THE 2022 PROFESSIONAL SERVICE AGREEMENT WITH
USA ARCHITECTS, PLANNERS AND INTERIOR DESIGNERS LTD. TO
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH
DESIGN-BUILD PROCUREMENT FOR RESTORATION AND IMPROVEMENT WORK
FOR THE MUNICIPAL COMPLEX BUILDING**

WHEREAS, the 30-year-old Municipal Complex was constructed in accordance with codes and standards of the time; and

WHEREAS, as a matter of routine maintenance, the Division of Buildings and Grounds engaged contractors over the years to address any minor repairs necessary to address any water issue that occurred; and

WHEREAS, in September of 2021, a significant amount of water penetrated the Municipal Complex from Hurricane Ida, causing major damage to the structure, including the interior currently undergoing restoration; and

WHEREAS, without addressing the disaster-related damage to the exterior walls breached during Hurricane Ida, the building will experience leaks and moisture intrusion, causing future damage to the interior of the building; and

WHEREAS, in November of 2021, the Director of Public Works met Peter Campisano with USA Architects to walk the site and survey the condition of the building; and

WHEREAS, in December of 2021, the contract with USA Architects, was amended to include professional services associated with review of the exterior of the Municipal Complex, in amount not-to-exceed \$10,000.00; and

WHEREAS, in January of 2022, Peter Campisano with USA Architects met with elected and municipal officials to report on the preliminary findings and discuss repairs necessary to restore the exterior, inclusive of bringing the building to current construction code standards, which will provide future resiliency against weather related events; and

WHEREAS, in February of 2022, Peter Campisano with USA Architects began meeting with municipal officials and representatives from Federal Emergency Management Agency (“FEMA”) to review options for making application under FEMA programs for project assistance; and

WHEREAS, in addition, Peter Campisano with USA Architects has been engaged in discussions with municipal officials and representatives from the insurance carrier and risk management; and

WHEREAS, at the request of the Township, Peter Campisano with USA Architects has provided a proposal for services associated with the next phase in remediation and restoration efforts at the Municipal Complex including a continuation of Due Diligence/Schematic design (Phase 10) and Design Development/Bridging Documents (Phase 20); and

WHEREAS, in January of 2022, pursuant to Resolution 10-1.22, USA Architects, Planners and Interior Designers, Ltd. (20 N. Doughty Avenue Somerville, NJ 08876) was authorized to provide Architectural Services for calendar year 2022, as awarded under a fair and open contract process, pursuant to the provisions of N.J.S.A. 19:44A-20.1 et seq.; and

WHEREAS, USA Architects current agreement includes the following:

- General services in an amount not-to-exceed \$10,000.00, and
- Services associated with the Dawn Way facility restoration, in the amount of \$20,000.00, and
- Services associated with design mitigation and remediation work for the exterior of the Municipal Complex in an amount not-to-exceed \$150,000.00, for a revised contract authorization amount of \$180,000.00

WHEREAS, compensation for said services shall be based upon the December 5, 2022 proposal submitted by USA Architects, to be paid upon submission of monthly invoices, in an amount not-to-exceed \$220,000.00.

NOW, THEREFORE, BE IT RESOLVED on this 12th day of December 2022, that the Township Council of the Township of North Brunswick does hereby authorize the Mayor to execute and the Township Clerk to witness an amendment to the current agreement with USA Architects, to include professional services associated with the next phase in remediation and restoration efforts at the Municipal Complex including a continuation of Due Diligence/Schematic design (Phase 10) and Design Development/Bridging Documents (Phase 20), in an amount not-to-exceed \$220,000.00, for a revised contract authorization amount of \$400,000.00.

BE IT FURTHER RESOLVED notice of this action shall be published in the Home News & Tribune as required by law within 10 (ten) days after its passage.

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer of the Township of North Brunswick, hereby certify that funds in the following account totaling \$220,000.00 are available under Contract PRO22062:

\$220,000.00 are available in Capital Ordinance 22-23 Account C-04-55-C22-230-902

Cavel Gallimore
Chief Financial Officer

Eric Chaszar
Director of Public Works

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON				
MEHTA				
GUADAGNINO				
ANDREWS				
SOCIO				
DAVIS				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on December 12, 2022.

 Lisa Russo
 Township Clerk



20 N. Doughty Avenue
Somerville, NJ 08876
t 908.722.2300
usaarchitects.com

December 5, 2022

Ms. Justine Progebin, Business Administrator
North Brunswick Township
710 Hermann Road, North Brunswick, New Jersey 08902

Re: Proposal for Architectural and Engineering Services
Proposed Municipal Building Improvements
Design Build Services, Bridging Design Consulting Services
For North Brunswick Township
USA Project No.: P-2022-293

Dear Ms. Progebin,

Following our discussions, please let the following serve as USA Architect's proposal for professional services to serve as the Township's Bridging Design Consultant, under a Design Build Project for the Exterior and Interior Improvements to the Municipal Building, 710 Hermann Road, North Brunswick, New Jersey.

As your Architect of Record, we are sometimes called upon to perform professional services in the form of planning, design development, conceptual plans and in this case bridging documents to assist the Council. Please let this letter serve as our Firm's understanding of the Scope of Work and proposal for professional services to provide architectural bridging design services for the above referenced project.

Project Understanding:

Over the past several months we have been engaged with you and your insurance companies in order to develop a plan of action to restore the Municipal Building, which was severely damaged by Hurricane Ida, on September 1, 2021.

Several months ago, we provided a plan to restore the entire exterior of the building, including the roof, walls, (exterior gypsum underlayment), and windows. The roof portion of our recommendation was designed, bid, and is now under construction. The remaining portions, including the removal of the brick façade to access the exterior sheathing, windows and gypsum sheathing full replacement with new weather barrier is included in this design build project.

We further understand the Township's intention is to convert the first floor of the administration wing, (northeast section of the municipal building), plus the potential use of a portion of the attic and other areas within the basement into the new senior center. The second floor will be reconfigured for Township Offices. The remaining portion of the attic level will be converted into Township Administration Offices.



Working with the Township, USA provided programming, space planning, logistics, schematic floor plans and concept sketches, of all three levels, (first, second, third floors), plus a portion of the basement and they will serve as a jumping off point for this project. We also recommended a new elevator addition on the eastern side of the administration wing. This will be included within the design build documents. A portion of the single story adjacent to the main entrance facing Hermann Road will be converted into municipal offices that schematically have been reserved for the Township Clerk and related functions.

There is no work scheduled for the police, public safety side of the building.

At the conclusion of the design phase and bridging documents, the Township will have a plan and documents to allow them to seek design build teams to completely restore the exterior façade and completely renovate the interior portions of the building per our previously presented design sketches or a culmination of these plans and additional input from the Township as we embark on the design phase side of the design build project.

For site related work, we will work with your site engineer, CME Associates who will take the lead for any site related services. We expect site civil services for the area behind the administration wing that has been schematically redesigned to include an outdoor activity area for the seniors, including a bocce court. We are examining the feasibility of enclosing this area, (green house type structure) to provide year-round use for the seniors. Their documents will be incorporated into ours.

For building/alteration work, we will work with your MEP engineers, either CME or T&M Associates, who will take the lead for any site mechanical, plumbing, or electrical improvements and related services. Their documents will be incorporated into ours as well.

Although the Township will hold the contracts for CME and T&M, USA will take the lead putting together the combined site, architectural and MEP bridging documents, working with both engineering firms.

We will assist the Township as they prepare proposals for design build teams, working with you and your attorney. We will assist the Township during the selection process. We will assist the Township during the construction phase of the project. Our construction phase services will be discussed at a later date and as requested by the Township and not included within the services specified herein.

Scope of Services:

USA Architects, Planners + Interior Designers, PA. shall provide full and normal Architectural Services necessary to give North Brunswick Township final programming, and bridging documents to seek qualified design build teams for the construction, renovation and restoration of the Municipal Building. All services shall be provided in accordance with our basic Architect of Record Agreement.

The services include the following:

1. **Phase 10 – Completion of the Schematic Design Phase:** Investigation and Design, Schematic Design Concepts, Assistance with the Township and their professionals. Services provided in accordance with our standard Architect of Record Agreement.
 - a. The Architect shall ascertain the requirements of the Project and Initial Cost Estimate and arrive at a mutual understanding of such requirements with the Owner.
 - b. The Architect, working with the Owner, and Owner’s Consultants, will collectively develop a schedule and confirm construction budget requirements.



2. **Phase 20 – Design Development/Bridging Documents:** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare design development documents, bridging documents for approval by the Owner. These documents shall be created in consideration of the established cost estimates and consist of drawings and specifications to fix and describe the size and character of the Project as to the Architectural portion of the project. Site and MEP design services shall be provided by CME and T&M Associates, (Owner’s Consultants). USA will work as the lead during the bridging development phase of the project.
 - a. The Architect shall advise the Owner of any adjustments to the preliminary estimate of probable construction cost.
 - b. Upon Completion of the Design Development Phase, the Architect shall provide up to date drawings detailing the current design direction for the Owner's Approval.
 - c. Upon approval of the Owner, USA shall work with the Owner to prepare a request for proposal for design build teams.
 - d. During the selection process, USA shall assist in soliciting prospective teams for the Construction of the Project.
 - e. Prepare any necessary information or addenda for the teams during the selection process.
 - f. Conduct a conference with prospective teams prior to the design build RFP due date.
 - g. Assist the Owner in the evaluation and selection of the design build team.
 - h. The Architect shall identify in its recommendation, any issues as to which it believes the advice of counsel is required in order for the Owner to make a final determination.

3. **Responsibilities of the Bridging Design Architect**

Below are the general conditions of our services as the Bridging Design Architect, further described below as the “Bridging Design Consultant.”

3.1 Services, Quality, and Care. All of the Bridging Design Consultant’s Services shall be performed in accordance with the Standard of Care and quality recognized for an Architect. The Bridging Design Consultant's Services under this Agreement shall be performed in conformance with the degree of judgment, knowledge, skill and care ordinarily possessed and exercised by average members of the design profession, currently practicing under similar conditions at the same time and locality of the Project.

3.2 Bridging Design Consultant Project Manager. With the execution of this Agreement, the Bridging Design Consultant shall designate key individuals of our firm satisfactory to the Township. (Messrs. Pete Campisano and Michael Bryson). So long as their performance is acceptable to the Township, they shall remain in charge of the Bridging Design Consultant’s Services through completion of the Bridging Design Services, and shall represent the Bridging Design Consultant and be available for general consultation throughout the Project. They shall have authority to receive and transmit instructions, receive information and render decisions and shall have the nonexclusive authority to bind the Bridging Design Consultant in all decisions and matters.



3.3 Subconsultants, if required. In the event the Bridging Design Consultant hires, employs or otherwise engages Subconsultants, the Bridging Design Consultant shall be considered the sole point of contact with regard to matters relating to this Agreement. It is understood by the Bridging Design Consultant that the consent of the Township to the subcontracting of any Services under this Agreement shall not relieve the Bridging Design Consultant from performing its obligations under this Agreement. The Bridging Design Consultant shall be responsible for all Services performed by its Subconsultants.

3.4 Cooperation. The Bridging Design Consultant shall cooperate with the other Professional Services Consultants engaged by the Township for this Project. At present CME and T&M Associates have been named as engineers by the Township for this project.

3.5 Construction Cost Estimate. The Township shall provide the Bridging Design Consultant with an approximate Construction Cost Estimate (the “Construction Budget” or “Initial Construction Cost Estimate”) as part of the Project Description. It is understood that the Construction Budget or Initial Cost Estimate is for the purpose of making decisions and is not to be interpreted as a guarantee of costs.

3.6 Bridging Design Schedule. As part of the Bridging Design Consultant Contract Documents, the Township, and their engineers along with the Bridging Design Consultant shall agree upon a Milestone Schedule for design and construction, including Design Milestones and Construction Milestones.

3.7 Revisions to the Deliverables. Notwithstanding anything else contained in this Agreement, the Bridging Design Consultant recognizes that a reasonable number and variety of revisions to the Deliverables will occur prior to the issuance of the Design-Build Contract, and the Bridging Design Consultant acknowledges that its services allow for a reasonable number of revisions to the Deliverables as part of their Services required.

3.8 Ineligibility of Bridging Design Consultant to Participate in Design-Build Team. The Bridging Design Consultant, and its employees and subconsultants participating in the development of Bridging Design Documents or otherwise performing services under this Agreement, are prohibited from participating as a bidder or subconsultant or Team Member to a bidder in any subsequent procurement of a Design Builder for this Project.

3.9 Prompt Services by the Bridging Design Consultant. Any Services by the Bridging Design Consultant pursuant to this Agreement shall be performed with such reasonable promptness as to cause no delay to the Work or Services of the Design-Builder, while allowing for sufficient time in the Bridging Design Consultant’s professional judgment for adequate review.



3.10 Additional Services. The Bridging Design Consultant shall provide Additional Services as requested by the Township. The Additional Services shall only be provided if authorized in advance and in writing by the Township. The Township shall not be responsible to pay for any Additional Services to the extent that such Services are required due to the Bridging Design Consultant's failure to perform in accordance with the terms of this Agreement. If authorized in writing by the Township, the Bridging Design Consultant shall furnish types listed below:

- a. Making scope changes when such revisions are inconsistent with approvals or instructions previously provided to the Bridging Design Consultant by the Township, including revisions made necessary by adjustments in the Project Budget.
- b. Providing services in connection with an arbitration proceeding or lawsuit except where the Bridging Design Consultant is a party, or a fact witness thereto or to the extent that the adequacy of the Bridging Design Consultant Services is at issue.
- c. Providing services relative to future facilities, systems and equipment.
- d. Providing detailed quantity surveys or inventories of material, equipment and labor.
- g. Performing services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages; and
- h. Other or further Services requested at a later date by the Township.

3.11 Phase 20; Bridging Design Phase Services/Documents: Upon authorization by the Township, the Bridging Design Consultant shall proceed with the following Bridging Design Phase services to further develop and describe the project and to assist the Township in developing a Design-Build Information Package suitable for competitive bidding to potential Design-Builders.

- 3.11.1 Code Compliance: The Bridging Design Consultant shall develop the design of the project in accordance with the most recently adopted versions of all applicable local, state, or federal regulations.
- 3.11.2 Based upon the approved Schematic Design Documents, the Bridging Design Consultant shall develop Bridging Design Architectural Documents, and incorporate developed Civil site and MEP plans, (CME, T&M).
- 3.11.3 Exterior Building Design: The Bridging Design Consultant shall develop the building exterior restoration consistent with existing conditions (replacement in kind), except to the degree reasonable changes are requested by the Township.
- 3.11.4 Interior Building Design: The Bridging Design Consultant shall develop the building's architectural interior plans consistent with schematic design presentations submitted to the Township.
- 3.11.5 The Bridging Design Consultant shall develop with the Township the interior finish requirements sufficient to assign a scheduled finish material, color, and texture to each space included in the project.



- 3.11.6 Food Service Design, (if required): The Bridging Design Consultant shall identify or retain a Foodservice Consultant to develop a full and complete understanding of the foodservice requirements sufficient to prepare detailed Performance Specifications and Foodservice Plan for the proposed kitchen within the Senior Center Area.
- 3.11.7 Uniform Construction Code. The Bridging Design Consultant shall perform an analysis of the Bridging Design and prepare code compliance drawings to establish its compliance with the New Jersey Uniform Construction Code. Code Analysis sheets containing excerpts, notes, diagrams and calculations establishing use and occupancy classification and requirements, construction type, building height and area, fire resistance ratings and features, fire protection systems, plumbing fixture counts, and other code-related parameters of the Bridging Design. Egress Plans for each floor level and the site indicating room net areas, occupant loads, exit door capacities, egress routes, travel distances, cumulative occupant loads, fire separations, and other notes and calculations sufficient to demonstrate compliance with code.

The following page includes our Matrix of Professional Services. Any services not checked below are Scope of Work items not included within the Contract. The Matrix of Professional Services Responsibility outlines those services included as USA's basic services within the Contract, those services to be provided by the Owner or Owner's consultants, or services not defined by the time of execution of the Contract. Services necessary or requested by the Owner at a later date during the course of the project may be considered additional services.



Matrix of Professional Services Responsibility							
	Services	USA Architects	USA' s Consult.	Owner	Owner's Consult.	N/A at this time	Remarks
1	Architectural Basic Services	X					Bridging Design Consultant Services
2	Structural Basic Services				X		CME Engineers
3	Mechanical Basic Services				X		CME / T&M
4	Electrical Basic Services				X		CME / T&M
5	Plumbing Basic Services				X		CME / T&M
6	Fire Protection Basic Services/Sprinklers				X		CME / T&M
7	Programming	X					Basic Programming
8	Project Development Schedule	X		X	X		Collaborate with Owner + Owner's Consultants
9	Economic Feasibility Studies					X	
10	Long Term Facility Plan					X	
11	Pre-referendum Services					X	
12	Project Budgeting	X		X	X		Collaborate with Owner + Owner's Consultants
13	Preliminary Construction Cost Estimates			X		X	Initial Cost Magnitude Estimate for Planning
14	Existing Facility Survey/Documentation	X			X		
15	Bldg. Hazmat Investigation/Report					X	Not anticipated
16	Bldg. Hazmat Abatement Specifications					X	Not anticipated
17	Civil/Site Engineering/Site Lighting				X		CME
18	Wiring Design of Site Lighting				X		CME
19	Zoning/Site Agencies Applications				X		CME
20	Landscape Architecture				X		CME
21	Geotechnical Services				X		CME, if required
22	Boundary/Topographic Survey				X		CME, if required
23	Site Environmental Studies/Delineation				X		CME, if required
24	Environmental Monitoring				X		T&M
25	Site Analysis & Selection					X	
26	Zoning /Site Agency Approvals				X		CME, if required
27	State Building Agency Submissions					X	Not anticipated
28	Interior Design	X					
29	Telecommunications				X		CME / T&M
30	Security Services					X	CME / T&M
31	Food Services	X					Added consultant, if required
32	Value Engineering	X		X	X		
33	Sustainable Design	X		X	X		
34	LEED® Certification					X	Not required
35	Commissioning					X	Not anticipated
36	Building Life Cycle/Cost Analysis					X	
37	Energy Studies, E-Rate, Smart Start, etc.					X	
38	Record Construction Drawings					X	By Design Build Contracting Team
39	Post Construction Evaluation	X		X	X		
40	Artistic Renderings	X					Concept Sketches, Floor Plans, as needed
41	3-D Walk-through					X	Not included
42	Architectural Model					X	Not included
43	Signage Design					X	Not included
44	Graphic Design					X	Not included
45	Marketing Studies					X	Not included
46	Project Promotion/Public Relations					X	Not included
47	Brochures					X	Not included
48							
49							
50							



Renovations/Rehabilitation:

In as much as evaluations of systems or the renovations/rehabilitation of existing buildings requires that certain assumptions be made regarding existing conditions and because some assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, the client agrees that, except for negligence by the Architect, they will hold harmless and indemnify the Architect against all claims, and/or costs arising out of the professional services associated with those assumptions.

Project Schedule:

The anticipated schedule will be developed in conjunction with the Township and their respective engineers; CME + T&M Associates. We expect to gather soon after the approval of this document and develop a schedule for both design, bridging services, bidding and selection of the design build team and construction through Substantial Completion. We are ready to begin upon authorization of the work.

Budget vs. Probable Construction Costs:

It must be noted that Probable Construction Costs represent the best judgment of the Architect and Engineer. However, neither the Architect nor Engineer has control over the costs of labor, materials, or equipment.

Initial Bonds / Initial Construction Cost Estimate for the proposed work/project will be developed based on availability of funds and square foot analysis of similar construction types for interior work and the project cost estimate projected by USA in March 2022.

Professional Service Fees:

Based upon the above noted Scope of Work and as per our discussion, USA respectfully submits our professional services proposal for Architectural Design Consultant Services and Related Professional Services as follows:

The project will be billed hourly in accordance with our standard Architect of Record Agreement, with a not to exceed amount of \$220,000.

Phase 10 – Completion of the Schematic Design Phase	Hourly	100%
Phase 20 – Design Development/Bridging Documents	Hourly	100%
Phase 50 – Construction Administration Services	Future, as agreed upon	

Normal reimbursable expenses will be billed in addition to the fee indicated above and include:

- a. Expense of reproductions, including; computer-aided drawing plots, computer disks, specifications, and other media required.
- b. Expense of postage and handling or Overnight and Messenger Service.
- c. Expenses of transportation at approved IRS guidelines.
- d. Requested Additional Engineering Services billed at cost plus 10%.



Owner Approved Additional Services – Hourly Rate Schedule: All Owner Authorized Additional Services shall be invoiced according to our rate schedule.

Invoicing:

Invoices will be submitted monthly, and billing will be based on the percentage of work completed. Invoices are payable within thirty (30) days of the date of the invoice. If USA does not receive payment within sixty (60) days of the date invoices were submitted, all work will be suspended due to nonpayment of services.

USA will not be responsible for any damages or time delays that may result from nonpayment.

Additional Services:

All services beyond the Scope of Services described above, shall be considered an Additional Service. Owner authorized Additional Services will be invoiced as a mutually agreeable Lump Sum or on a Time and Material basis in accordance with the Rate Schedule.

Additional Services include but are not limited to:

- a. Services required of engineering and specialized consultants not specifically named.
- b. Changes to the design and/or a repetition of steps, or A/E tasks, warranted by a change in Owner initiated directives or approvals.

If this proposal meets with your approval, please endorse one (1) copy and forward the Contract to USA Architects, Planners & Interior Designers, PA., 20 North Doughty Avenue, Somerville, New Jersey 08876. The receipt of this signed document will constitute a binding Contract and USA shall commence with the work immediately.

Peter C. Campisano, A.I.A.

12/5/2022

Date

Accepted for the Owner

Date

Should you have any questions, feel free to contact me directly.

USA ARCHITECTS, PLANNERS AND INTERIOR DESIGNERS
Respectfully submitted,

Peter C. Campisano, A.I.A. C.I.D.
for the Firm

PCC/hw:https://usaarchitects-my.sharepoint.com/personal/pcampisano_usaarchitects_com/documents/u/00-proposals-contracts/02-north brunswick twp/2022-xxx proposed municipal building design build-01_2022-12-05.docx