

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AUTHORIZING A CHANGE IN SCOPE TO  
THE 2024 PROFESSIONAL SERVICE AGREEMENT WITH  
USA ARCHITECTS, PLANNERS AND INTERIOR DESIGNERS LTD. TO  
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH  
RESTORATION AND IMPROVEMENT WORK FOR THE MUNICIPAL COMPLEX**

**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 to address any repairs deemed necessary; 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 sections of the interior and exterior, currently undergoing restoration; and

**WHEREAS**, in November of 2021, Peter Campisano with USA Architects, first met with municipal officials following the storm event, to 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 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 continued to be engaged in discussions with municipal officials and representatives from the insurance carrier and risk management, assisting in the restoration process; and

**WHEREAS**, in 2022 and 2023, the professional service agreements with USA Architects, were amended to encompass services associated with the restoration work of the Municipal Complex for various phases; and

**WHEREAS**, in January of 2024, pursuant to Resolution 8-1.24, USA Architects, Planners and Interior Designers, Ltd. (20 N. Doughty Avenue Somerville, NJ 08876) was authorized to provide Architectural Services for calendar year 2024, 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**, in April of 2024, pursuant to Resolution 119-4.24, the professional service agreements with USA Architects, was amended to encompass services associated with the restoration work of the Municipal Complex for various phases in an amount not-to-exceed \$65,000.00, for a revised contract authorization amount of \$75,000.00; and

**WHEREAS**, at the request of the Township, Peter Campisano with USA Architects has provided a proposal for continued services associated with the next phases in remediation and restoration efforts at the Municipal Complex, including but not limited to ongoing work, on-site due diligence, professional opinions, correspondence, insurance/FEMA reporting and other related matters, in an amount not-to-exceed \$75,000.00; and

**WHEREAS**, the 2024 agreement with USA Architects includes the following:

- General services in an amount not-to-exceed \$10,000.00, and
- Services relating to the Municipal Complex \$65,000.00.

**WHEREAS**, compensation for said services shall be based upon the July 25, 2024 proposal submitted by USA Architects, to be paid upon submission of monthly invoices, in an amount not-to-exceed \$75,000.00.

**NOW, THEREFORE, BE IT RESOLVED** on this 19<sup>th</sup> day of August 2024, 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 restoration efforts at the Municipal Complex, including but not limited to ongoing work, on-site due diligence, professional opinions, correspondence, insurance/FEMA and other related matters, in an amount not-to-exceed \$75,000.00, for a revised contract authorization amount of \$150,000.00.

**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 \$75,000.00 are available under Contract PRO24045:

\$75,000.00 are available in Storm Recovery Trust Account D-33-56-850-005-001.

\_\_\_\_\_  
Cavel Gallimore  
Chief Financial Officer

\_\_\_\_\_  
Steven Bloyed  
Director of Public Works

\_\_\_\_\_  
Justine Progebin  
Business Administrator

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

**RECORDED VOTE:**

<b>COUNCIL MEMBER</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>NOTES</b>
MEHTA				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
HUTCHINSON				
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 August 19, 2024.

\_\_\_\_\_  
 Lisa Russo  
 Township Clerk



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

July 25, 2024

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

Re: Proposal for Continued Architectural and Engineering Services Related to Hurricane Ida Damages  
at the North Brunswick Township Municipal Building  
For North Brunswick Township

Dear Ms. Progebin,

As we near the reopening of a portion of the building, please let the following serve as a summary of the various projects and project numbers related to the Hurricane Ida event. This letter is also a request to extend Architectural and Engineering services as we continue to open more areas of the building.

USAA began working for the Township for all work associated with this event in November 2021 and our work continues to this day.

As we continue to move forward, the following project numbers and their brief descriptions and summary are listed below for your convenience.

- 2023-040      Architect of Record Services Related to Ida - Hourly services. The project has two phases for billing. One phase is for time related to FEMA. The second phase is for time related to insurance company issues and other matters.
- 2023-041      Roof Replacement at the Municipal Building. Work related to improvements of the roof, mitigation methods related to Ida - Hourly services. We are nearing the end of this Contract. The Contractor is substantially complete and we are working towards closing out the project. This project, however, will not be closed out until the HVAC system in the third floor is activated and the new louvers installed. They are still several weeks away.
- 2023-042      Building Envelope Restoration at the Municipal Building. Work related to improvements of the building façade and mitigation methods related to Ida - Hourly services. This project too is in its final phase, namely the Construction Administration of the project. The brick facade has been substantially and successfully replaced. The windows are being installed. The scaffold work at the west end of the administration wing will remain until the louvers have arrived and are installed.



- 2023-043 Interior Alterations of the 3<sup>rd</sup> Floor and Clerk's Office Area at the Municipal Building. Work related to interior improvements, to improve the building's functions - Hourly services; This project too is in its final phase, namely the Construction Administration of the project. The clerk's area is complete and awaiting a TCO. The third floor is soon to follow. Once fully complete we will close out the project with you and the cooperative contractor.
- 2023-044 Interior Alterations at the Municipal Building. Work related to interior improvements, to improve the building's functions - Hourly services. This project will encompass all aspects of the remaining improvements to the building including; The Police Wing, the Administrative Wing – 1<sup>st</sup>/2<sup>nd</sup> floors, and any time related to the proposed Resiliency Center.
- 2023-045 Pavilion for North Brunswick Township. Work related to the Proposed Pavilion, sited across the street from the Municipal Building. Hourly services. The project calls for the design and construction of a proposed pavilion, public toilet rooms, and related site improvements. We will work with you and your municipal engineer of record, CME. The project will have all phases of the project from design, through bidding, to construction administration.

Moving forward - Please let the following serve as a record of our request for Continued Architect of Record Services for the Township. As requested, our services and phases noted below continue to be divided into the above project numbers so the Township can track our time for your intended purposes with respect the total restoration of the Municipal Building. They continue to be as follows;

**Project No.: 2023-040      Architect of Record Services:**

**Phase 60** – Professional Services that encompass insurance related matters, including but not limited to conference calls, ongoing work, on-site due diligence, professional opinions, correspondence, or other related matters that do not fall within any of our other project numbers.

**Phase 61** – Professional Services that encompass FEMA related matters, including but not limited to conference calls, on-site due diligence, professional opinions, correspondence, specifications, budgeting, working with Mr. Moriarty on submissions for grant funding, items of mitigation, or other related matters.

**Phase 62** – Services related to IT. (Information Technology). Services from Syska Hennessy encompassing their proposal to the Township dated March 1, 2024, and provided through our Architect of Record Agreement. The fee for this phase of Engineering Services will be T&M not to exceed \$30,000.00 (without reimbursable) dollars.



**Project No.: 2023-041      Proposed Roof Replacement Services Related to Hurricane Ida**

**Phase 50** – Construction Contract Administration Services: Services provided in accordance with our existing Architect of Record Agreement.

**Project No.: 2023-042      Proposed Building Envelope Restoration**

**Phase 50** – Construction Contract Administration Services: Services provided in accordance with our existing Architect of Record Agreement.

**Project No.: 2023-043      Proposed 3<sup>rd</sup> Floor and Clerk’s Office Alterations**

**Phase 50** – Construction Contract Administration Services: Services provided in accordance with our existing Architect of Record Agreement.

**Project No.: 2023-044      Proposed 1<sup>st</sup> & 2<sup>nd</sup> Floors + Basement Alts., Resiliency Center**

The project consists of all remaining interior alteration work not included within the 3<sup>rd</sup> floor or clerk’s office. It also includes space planning and related interior design services.

**Phase 10** – Schematic Design Phase Services: Services provided in accordance with our existing Architect of Record Agreement.

**Phase 20** – Any and all Due Diligence/Design Development Services: Services provided in accordance with our existing Architect of Record Agreement.

**Phase 30** – Construction Documents/Permitting Services: Services provided in accordance with our existing Architect of Record Agreement.

**Phase 40** – Bidding/Quoting/Assistance with Contractors, Bidding, Quotes, Cooperative Services: Services provided in accordance with our existing Architect of Record Agreement.

**Phase 50** – Construction Contract Administration Services: Services provided in accordance with our existing Architect of Record Agreement.



**Project No.: 2023-045      Proposed Pavilion at Hermann Road**

The project consists of a proposed free-standing pre-engineered, (potentially site built or pre-engineered) Pavilion to be constructed on the site and located directly opposite the Municipal Building. The site also holds sacred its 9-11 Memorial and is also known as the September 11<sup>th</sup> Memorial Park.

Design concepts have been developed and accepted. Funding is partially in place. The Township is awaiting additional information on funding mechanisms to advance the project. At the present time, the project is on hold pending advancement of this added funding. We will work with the Township's engineers of record; T&M Associates with respect to both site/civil and MEP when the project is fully authorized.

**Project Understanding:**

We understand the building is currently undergoing restoration efforts due to the remnants of hurricane Ida in September 2021. Our observations note that Ida inflicted severe damage throughout the complex.

The scope of the work includes the restoration of both the interior and exterior portions of the building. The scope of work includes time associated with FEMA and with various insurance companies and other agencies.

This proposal is a continuation of our efforts in this regard.

**Scope of Services:**

This project will be provided in accordance with our Basic Services of our Architect of Record Agreement and as required to complete the professional services.

USA Architects, Planners + Interior Designers, shall provide full and normal Architectural and Engineering Services necessary for the completion of the above noted project. All services shall be provided in accordance with our basic Architect of Record Agreement.

The following page includes our Matrix of Professional Services Responsibility.



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					Insurance + FEMA related matters
2	Structural Basic Services				X		Work with CME
3	Mechanical Basic Services				X		Work with T&M Associates
4	Electrical Basic Services				X		Work with T&M Associates
5	Plumbing Basic Services				X		Work with T&M Associates
6	Fire Protection Basic Services/Sprinklers				X		Work with T&M Associates
7	Programming	X					Space Planning / Furniture
8	Project Development Schedule					X	
9	Economic Feasibility Studies	X					
10	Long Term Facility Plan	X					
11	Pre-referendum Services					X	
12	Project Budgeting	X		X	X		
13	Detail Construction Cost Estimates					X	
14	Existing Facility Survey/Documentation	X	X				
15	Bldg. Hazmat Investigation/Report				X		Work with Hillman
16	Bldg. Hazmat Abatement Specifications				X		Work with Hillman
17	Civil/Site Engineering				X		Work with CME
18	Site Lighting					X	
19	Zoning/Site Agencies Applications					X	
20	Landscape Architecture					X	
21	Geotechnical Services					X	
22	Boundary/Topographic Survey					X	
23	Site Environmental Studies/Delineation					X	
24	Environmental Monitoring					X	
25	Site Analysis & Selection					X	
26	Zoning /Site Agency Approvals					X	
27	State Building Agency Submissions					X	
28	Interior Design	X					Planning / Furniture / Finishes
29	Telecommunications					X	
30	Security Services					X	
31	Food Services					X	
32	Value Engineering	X					
33	Sustainable Design	X					
34	LEED® Certification					X	
35	Commissioning					X	
36	Building Life Cycle/Cost Analysis	X					
37	Energy Studies, E-Rate, Smart Start, etc.					X	
38	Record Construction Drawings	X					As required by FEMA, other agencies
39	Post Construction Evaluation					X	
40	Artistic Renderings	X					As requested by Township
41	3-D Walk-through					X	
42	Architectural Model					X	
43	Signage Design					X	
44	Graphic Design					X	
45	Marketing Studies					X	
46	Project Promotion/Public Relations					X	
47	Brochures					X	
48	Grant Research					X	
49	FEMA Assistance	X					
50	Insurance Assistance	X					





### **Renovations/Repairs/Rehabilitation:**

In as much as evaluations of systems, or the renovations/repairs/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 existing building, the owner 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:**

We will continue to adhere to the schedules developed by the Township.

### **Project Budget:**

Project budgets will be developed as the projects progress. Construction cost estimates (prepared by USA) are based on the best judgments of USA and our consultants as design professionals familiar with the construction industry. It shall be recognized and understood that neither USA nor the Owner has control over competitive bidding and market conditions.

### **Fee Proposal:**

Based on our recent discussions, USA Architects respectfully submits our continued professional services proposal for all work associated with the above noted project numbers as follows:

Based on the prior months invoices we will work with the Township as we continue our efforts, collectively to restore the building.

Based upon the above noted Scope of Work, and Various project Designations, and as per our discussion, USA respectfully submits our professional services proposal for Continued Architectural Design Consultant Services and Related Professional Services related to Hurricane Ida as follows:

The projects will be billed hourly in accordance with our standard Architect of Record Agreement, with a global amount not to exceed (all projects combined) of \$75,000.

Normal reimbursable expenses will be billed in addition to the professional services 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. Permits and other approvals that may be required for the project.
- d. Transportation, or mileage reimbursement at approved federal guidelines.
- e. Costs related to contractor(s) assistance with invasive investigation.



### **Invoicing:**

Invoices will be submitted monthly, and billing will be based on the percentage of completion of the phases or hourly services rendered. 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 enclosed Rate Schedule. Additional Services include but are not limited to:

- a. Services required of engineering and specialized consultants not specifically named above.
- b. Changes to the design and/or a repetition of steps, or A/E tasks, warranted by a change in Client / Owner initiated directives or approvals.
- c. An interruption in the delivery of sequential phases of the project due to factors beyond the Architect's control.

### **Exclusions:**

The preceding fee specifically excludes these services:

- a. Identification and abatement of asbestos or any other hazardous materials. Owner to notify USA if hazardous material is expected to be encountered or may be encountered.
- b. Costs related to contractor(s) assistance with invasive investigation into existing building envelope systems.
- c. Civil Engineering, Geotechnical, Applications for Environmental waivers, or approvals.
- d. Permits, applications or filing fees.


### **Rate Schedule:**

All Owner authorized Services shall be invoiced according to our Architect of Record rate schedule.

This proposal agreement is governed by the laws of the State of New Jersey as principal place of business of USA Architects, Planners and Interior Designers, Ltd.



If this proposal meets with the Township’s approval, then please endorse one (1) copy, and forward to USA Architects, Planners and Interior Designers, Ltd, 20 North Doughty Avenue, Somerville, New Jersey 08876, or by email as provided below. The receipt of this signed document will constitute a binding Contract and USA shall commence with the work immediately.

	<u>7/25/2024</u>		
Peter C. Campisano, AIA CID for the Firm	Date	Accepted for the Owner	Date

If you have any questions or require additional information, please call me at (908) 722-2300, or e-mail me at [pcampisano@usaarchitects.com](mailto:pcampisano@usaarchitects.com).

USA Architects Planners + Interior Designers  
Respectfully submitted,

Peter C. Campisano, AIA CID  
for the Firm

PCC/hw:[https://usaarchitects-my.sharepoint.com/personal/pcampisano\\_usaarchitects\\_com/documents/u/00-proposals-contracts/02-north-brunswick\\_twp/2023-040 to 045-nbt municipal building ida assistance-02\\_2024-07-25.docx](https://usaarchitects-my.sharepoint.com/personal/pcampisano_usaarchitects_com/documents/u/00-proposals-contracts/02-north-brunswick_twp/2023-040_to_045-nbt_municipal_building_ida_assistance-02_2024-07-25.docx)