

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
USA ARCHITECTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE
REMEDICATION AND RESTORATION OF THE MUNICIPAL COMPLEX**

WHEREAS, the 30-year-old Municipal Complex was originally constructed in accordance with the building codes and standards applicable at the time; and

WHEREAS, as part of routine maintenance, the Division of Buildings and Grounds has engaged contractors to address necessary repairs; and

WHEREAS, in September 2021, significant water penetration from Hurricane Ida caused extensive damage to the Municipal Complex, affecting both the interior and exterior of the structure, which is currently undergoing restoration; and

WHEREAS, in November 2021, Peter Campisano of USA Architects first met with municipal officials following the storm to assess the condition of the building; and

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

WHEREAS, in January 2022, Peter Campisano of USA Architects met with elected and municipal officials to report on preliminary findings and discuss necessary repairs to restore the exterior, including upgrades to bring the building up to current construction code standards, enhancing its resilience against future weather-related events; and

WHEREAS, in February 2022, Peter Campisano began meeting with municipal officials and representatives from the Federal Emergency Management Agency (“FEMA”) to explore options for FEMA project assistance; and

WHEREAS, Peter Campisano of USA Architects has continued to collaborate with municipal officials and representatives from the Township's insurance carrier and risk management, providing assistance with the ongoing restoration process; and

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

WHEREAS, in January 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 a professional service agreement “PSA” under a fair and open contract process in accordance with the provisions of N.J.S.A. 19:44A-20.1 et seq.; and

WHEREAS, the 2024 PSA agreement with USA Architects includes the following provisions:

- General services in an amount not-to-exceed \$10,000.00
- Services related to the Municipal Complex in an amount not-to-exceed \$150,000.00

WHEREAS, at the request of the Township, Peter Campisano of USA Architects has provided a proposal dated October 14, 2024 for continued services associated with the 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 \$50,000.00; and

NOW, THEREFORE, BE IT RESOLVED, on this 19th day of August 2024, that the Township Council of the Township of North Brunswick hereby authorizes the Mayor to execute, and the Township Clerk to attest to, an amendment to the current agreement with USA Architects to include professional services associated with the restoration efforts at the Municipal Complex. This amendment shall cover ongoing work, on-site due diligence, professional opinions, correspondence, insurance/FEMA reporting, and other related matters, in an amount not-to-exceed \$50,000.00, for a revised total contract amount of \$200,000.00.

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

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer of the Township of North Brunswick, hereby certify that funds in the following account totaling \$50,000.00 are available under Contract PRO24045:

\$50,000.00 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:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
CHEDID				
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 October 21, 2024.

Lisa Russo
Township Clerk



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

October 14, 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,

A few months ago, we reopened a portion of the building, for use by the clerk and court. We continue to finalize plans with you for the remainder. 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, and 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. The HVAC will soon be complete and louvers installed. This will free up those areas where the roofers can now access those portions of the building they needed to finish the work. We plan to have a walk-through with the roofing company this week as we look to finish the project.

2023-042 Building Envelope Restoration at the Municipal Building - Work related to improvements of the building facade and mitigation methods related to Ida - Hourly services. This project too is in its final phase. The brick facade has been substantially and successfully replaced. The windows are mostly installed, yet there is additional work required by the Contractor in order for us to fully accept the windows. Site restoration work has begun.



- 2023-043 Interior Alterations of the 3rd 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. The clerk's area and court are complete. The third floor is substantially complete and awaiting the completion of the HVAC in order to install the flooring which is the final component yet to be completed. 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, and the Administrative Wing – 1st/2nd floors.
- 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. This project scope is presently on hold awaiting new direction and the possibility of erecting a smaller pavilion or a pavilion adjacent to the Municipal Building on the southern facing side.
- 2024-106 Resiliency Center for North Brunswick Township. Work related to the Proposed Resiliency Center with the intent to convert the first floor of the former administration wing, (northeast section of the municipal building), plus the potential use of underutilized basement space into a Resiliency Center. The center has limitless possibilities it will serve, and its roll will not only be for essential infrastructure in times of crisis, but also a training and support center year-round, and in listening to the administration, a model of what other surrounding municipalities can achieve for their residents and citizens. Program requirements, including space planning, size, logistics of the center, schematic floor plans and concept sketches, and work with the Township Administration to coordinate the goals of the Township. At the conclusion of the initial phase, the Township will have a conceptual floor plan and 3-D renderings to further convey the potential program use for the proposed repurposing of the administration wing into a North Brunswick Township Strong Resiliency Center. We presented this plan at the last Council Meeting.

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 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 proposal, dated March 1, 2024, as 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 3rd 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 Interior Alterations at the Municipal Building

The project consists of all remaining interior alteration work not included within the 3rd 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 11th 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, or redesign for a smaller project. 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 No.: 2024-106 Proposed Resiliency Center

The Resiliency Center will be the central command center in times of disaster, housing first responders and local government personnel, to coordinate and direct the response to the crisis. During the year and in times of non-emergency and daily living; it will serve as the main central heart of the community for information, education, support, and gathering, that will take on many forms. We will work with you to develop program requirements, space planning, size, logistics of the center, schematic floor plans and concept sketches, and work with the Township Administration to coordinate the goals of the Township.

At the conclusion of the initial phase, the Township will have a conceptual floor plan and 3-D renderings to further convey the potential program use for the proposed repurposing of the administration wing into a North Brunswick Township Strong Resiliency Center.

Phase 60 – Concepts/Design: Schematic Design Concepts, Assistance with the Township and their professionals. Services provided in accordance with our standard Architect of Record Agreement.

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 + T&M Associates
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 \$50,000.**

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:

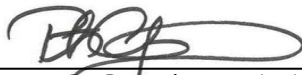
The preceding fee specifically excludes these services:

- 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.

	10/14/2024	_____	_____
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.

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-03_2024-10-14.docx