# A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2025 PROFESSIONAL SERVICE AGREEMENT WITH USA ARCHITECTS FOR SERVICES RELATED TO RESILIENCY CENTER DESIGN THROUGH CONSTRUCTION ADMINISTRATION

**WHEREAS**, the Township has received State funding toward the renovation of the Municipal Complex to include a Resiliency Center (\$1,500,000 FY2024 / \$2,750,000 FY2025); and

**WHEREAS**, in 2024, the professional services agreement with USA Architects was amended to assist with developing program requirements, space planning, logistics, schematic floor plans, and concept sketches, working with the Township to coordinate the goals of the Resiliency Center Project; and

**WHEREAS**, at the Township's request, Peter Campisano of USA Architects provided a proposal dated February 6, 2025, for continued professional services, including design, specifications, bidding, and construction phase services for the proposed Resiliency Center within the Township Municipal Building; and

**WHEREAS**, in January 2025, pursuant to Resolution 6-1.25, USA Architects, Planners, and Interior Designers, Ltd. (20 N. Doughty Avenue, Somerville, NJ 08876) was authorized to provide architectural services for calendar year 2025 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 2025 Professional Services Agreement (PSA) with USA Architects includes the following provisions:

- General services in an amount not-to-exceed \$10,000.00
- Services related to the Municipal Complex Restoration in an amount not-to-exceed \$15,000.00

WHEREAS, compensation for the services outlined in the February 6, 2025, proposal shall be based on submitted monthly invoices, in an amount not-to-exceed \$50,000.00; and

**NOW, THEREFORE, BE IT RESOLVED**, on this 18th day of February 2025, that the Township Council of the Township of North Brunswick hereby authorizes an amendment to the current agreement with USA Architects to include professional services associated with the Resiliency Center Project at the Municipal Complex, in an amount not-to-exceed \$50,000.00, for a revised total contract authorization of \$75,000.00. The Mayor is authorized to execute this amendment, and the Township Clerk shall attest to the same.

**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.

Resolution	#
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# **CERTIFICATION**

Cavel Gallimore Chief Financial Officer				Steven Bloyed Director of Public Works  Ronald Gordon, Esq. Township Attorney Approved as to legal form		
Justine Progebin Business Administrator			Tov			
RECORDED VOTE:						
COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES		
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20 N .Doughty Avenue Som erville, NJ 08876 t 908 722 2300 usaarchitects.com

Updated February 6, 2025 August 16, 2024

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

Re: <u>Proposal for Continued Architectural and Engineering Services</u>
Proposed Resiliency Center, Design, Bid and Construction Phases
For North Brunswick Township
USA Project No.: 2024-106

Dear Ms. Progebin,

In August 2024, we presented our proposal for professional services to work with the Township of North Brunswick to reimagine and develop concepts for the Municipal Building. Between August and December, 2024, we developed the concept plans of the North Brunswick Township Resiliency Center. Please let the following serve as USA Architect's proposal for continued professional services for design, specs, bidding, and construction phase services for the proposed Resiliency Center within the Township Municipal Building. The project will continue to be billed under Project Number 2024-106.

As you know, as your Architect of Record, we are sometimes called upon to render professional services in the form of long-range planning, design development or conceptual plans to assist the Council so they make an informed policy decision. This will lead to the full design, bid documents, and construction administration of the proposed project. Please let this letter serve as our Firm's understanding of the Scope of Work and proposal for professional services to provide architectural/engineering services for a Proposed Resiliency Center at North Brunswick Township Municipal Building.

## **Project Understanding:**

We understand the Township's intention is 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.

As we have learned from our own experiences with Hurricane Ida, and with world climate change ever increasing and becoming a more concerning development, municipalities like North Brunswick Township have decided to look to themselves instead of the Federal Government for initial reliance and self-support. By strengthening the local government assistance for its people, the town will be less susceptible and better able to respond to local disasters.

This Community Resilience Center (CRC) Program will bring neighborhood-level resilience that will provide shelter and resources during climate and other emergencies, like Hurricane Ida, as well as year-round services and programming that strengthen community connections and the ability to withstand disasters.

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.

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. From local non-profit organizations like the Boy Scouts and Jr. Police Academy, to assistance with resident seniors and those most vulnerable in our society; a place where they can gather, meet, learn, conduct training, dispense education, and provide support to strengthen the community.

It will also serve as a reunification center, and other support network center for its youngest residents, working hand in hand with the local school district whose administration is literally across the street. The Township sees civic groups, both public and private entities, using the center, almost daily, and in so doing, creates and paradigm shift in how local government interacts with its residents.

The administration has endorsed the conceptual design of the building plan. The Town Council will also soon review and offer their comments and recommendations to the conceptual plans in order to finalize the plan and prepare for the next steps. The next steps will be to develop the plan into bidding specs, and documents, to publicly bid the project in accordance with NJAC 40A, and obtain a successful contractor, and to oversee and administer the construction of the project to its intended conclusion and turn over the areas to North Brunswick Township for use as a Resiliency Center.

#### **Scope of Services:**

USA Architects, Planners + Interior Designers, PA. shall provide full and normal Architectural and Engineering Services necessary to give North Brunswick Township programing, design sketches and related supporting documents to make an informed policy decision on the project. All services shall be provided in accordance with our basic Architect of Record Agreement.

The services include the following:

Basic Services included in this proposal:

- 1. Phase 10 (B.2.2) Due Diligence, Investigation and Design, Schematic Design Phase: Services provided in accordance with our existing Architect of Record Agreement.
- 2. Phase 20 (B.2.3) Full Development of the Schematic Design. Services provided in accordance with our existing Architect of Record Agreement.

- 3. Phase 30 (B.2.5) Construction Documents Phase: Services provided in accordance with our existing Architect of Record Agreement.
- 4. Phase 40 (B.2.6) Bidding, Negotiation Phase: Services provided in accordance with our existing Architect of Record Agreement.
- 5. Phase 50 (B.2.7) Construction Contract Administration Services: Services provided in accordance with our existing Architect of Record Agreement.

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					Proposed Resiliency Center			
2	Structural Basic Services				X		T&M Associates			
3	Mechanical Basic Services				X		T&M Associates			
4	Electrical Basic Services				X		T&M Associates			
5	Plumbing Basic Services				X		T&M Associates			
6	Fire Protection Basic Services/Sprinklers				X		T&M Associates			
7	Programming					X	Complete			
8	Project Development Schedule	X					Coordination of the construction schedule			
9	Economic Feasibility Studies					X				
10	Long Term Facility Plan					X				
11	Pre-referendum Services					X				
12	Project Budgeting	X			X		Estimates/magnitude budgets			
13	Preliminary Construction Cost Estimates					X				
14	Existing Facility Survey/Documentation	X					Municipal Building			
15	Bldg. Hazmat Investigation/Report					X	N/A			
16	Bldg. Hazmat Abatement Specifications					X	N/A			
17	Civil/Site Engineering/Site Lighting					X	N/A - minimal / T&M Assoc. if needed			
18	Wiring Design of 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								
29	Telecommunications				X					
30	Security Services				X					
31	Food Services				X		T&M Assoc. and their kitchen consultant			
32	Value Engineering	X		X	X					
33	Sustainable Design	X		X	X					
34	LEED <sup>©</sup> 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		By the GC at the end of construction			
39	Post Construction Evaluation	X		X	X					
40	Artistic Renderings	X					Continued Concept Sketches, Floor Plans			
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										
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's timeline. We expect to be ready for bid by mid-March 2025. We will continue to develop the program and finalize the bid specifications. We intend to work with the Mayor and Council and State Officials within the Township's schedule and finalize the bid specs with T&M Associates for final Council approval. 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.

<u>PROJECT COSTS</u> for the proposed work/project will be developed based on square foot analysis of similar construction types and work with the Township based on the aid expected from the State of New Jersey and, or other sources. Project costs will include A/E costs, contingencies, unforeseen conditions, bonding and legal (all inclusive).

#### **Professional Service Fees:**

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

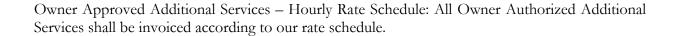
Since the design work is yet to be defined, the project will be billed hourly with a not to exceed amount in accordance with our standard Architect of Record Agreement.

Phases 10-50; Design/Bid/Build

Hourly NTE \$50,000 - 100%

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%.



## 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 for 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 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, 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. 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/peampisano\_usaarchitects\_com/documents/u/00-proposals-contracts/02-north brunswick twp/2024-106 proposed resiliency center, phase 2-02\_2025-02-06.docs