



May 10, 2021

Darren McConnell.
Acting Borough Administrator,
DMcconnell@redbanknj.org
90 Monmouth St # 1,
Red Bank, NJ 07701

Re: Proposal for Professional A/E Services M2021035B
For the Senior Center for Borough for Red Bank

Dear Councilwoman Triggiano:

DMR Architects' is pleased to provide this proposal for professional services in connection with the above referenced project.

ABOUT DMR ARCHITECTS

For 28 years, DMR Architects has built its reputation as a premier full-service architectural, planning and urban design firm dedicated to progressive, innovative and sustainable, high quality design. Committed to redeveloping and revitalizing communities, DMR specializes in architecture, urban planning, landscape architecture, interior design and construction administration in all market sectors, which includes a detailed portfolio of experience for some of the State's most well-known institutions. DMR performs professional services throughout the entire State, as well as across national and international borders.

With a staff of 45, DMR employs a team of seasoned and eager professionals. The DMR staff includes licensed professionals, in addition to junior architects, designers, support staff and legal counsel. Our staff is further complemented, supported and backed by a staff of architects, CAD technicians, administrative personnel, and legal counsel, as well as the deeper DMR staff. Our staff includes a team of professionals with a unique set of experiences and qualifications, including backgrounds in economic development and community outreach, municipal government, real estate, project finance, engineering, and land use.

Throughout the years, DMR has been retained by many municipalities, counties and the State of New Jersey, as well as numerous county and state agencies and departments. Through these contracts, DMR has designed and overseen the renovation, rehabilitation or construction of just about every type of public building, with a particular focus on municipal, police, court and emergency response facilities. We are experts in this field, and were featured in both *NJBiz* and *New Jersey Municipalities* for our experience in designing projects such as yours. We understand the complexity of these buildings, and are confident we have the skill and knowledge necessary to successfully complete the needed services. DMR's strength is a proven track record of hundreds of successful projects completed throughout the firm's history. DMR is committed to continue this well-earned reputation into the future.

APPROACH TO THE PROJECT

An experienced and talented team is dedicated to every project undertaken by the firm, providing unmatched expertise to address our client's needs. Pradeep Kapoor and Kurt Vierhelig will lead our team which will work with the Borough officials to

make sure this project becomes a reality by creating designs that are both functional and aesthetically pleasing. The outcome of this process will be a comprehensive report of requirements that confirms the new space requirements in both quantitative (square feet, room size, number of rooms, etc.) and qualitative (relationships, adjacencies, etc.) terms.

Collaboration with Project Stakeholders

As most of our clients are in the public sector, we have over the years developed strategies for advancing the design process when a number of client constituents are involved. This effort begins by establishing the project stake holders and defining the role of each participant. We understand and have over the years refined our approach to ensure that disparate goals offered by stake holders are reviewed, refined and consolidated into a single course of action.

To progress the project, we incorporate as part of the process an on board review session whereby the developed documents are reviewed with project stakeholders prior to official submission. This process provides project stake holders the additional opportunity to learn more about the project and therefore increase the possibility of buy in. We also will be available for meetings of both the Red Bank Redevelopment Agency and Borough Council as needed.

A. Project Understanding

We understand the project to be the renovation and rehabilitation of the Senior Center at 80 Shrewsbury Avenue remains to incorporate the approved program per the presentation DMR Architects made on March 23, 2021. Below is conceptual design of the option 2 that was selected for this work.



Following are our scope of services for this project.

B. Scope of Architectural Basic Services:

DMR Architects' Basic Services are provided herein below. DMR Architects' will perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. The Architect shall cooperate with those consultants retained by the Owner and the Owner's consultants.

C. Basic Services

1. Field Verification Services

DMR will visit the site and become familiar with the project work area. Field measurements will be taken to verify existing conditions and identify any special areas that may need additional attention during the Construction Document Phase. DMR will perform visual inspection of Senior Center and survey of the existing building to create existing layout in the CAD format, This includes documenting existing visible information needed to complete the construction document base on the scope area identified in the approved final schematic planning.

2. Construction Document Phase Services

Based on the Project Owner's approval of the Schematic Design Documents option 2, and on the Project Owner's authorization of any adjustments in the Project requirements and the budget for probable construction cost estimate, DMR Architects shall prepare Construction Documents for the Project Owner's approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the probable construction cost estimate. DMR Architects shall update the estimate for the probable construction cost estimate. DMR Architects shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the probable construction cost estimate and obtain the Project Owner's approval.

3. Bidding Phase

This project will be publicly bid per the Municipal Bidding statute. We understand that DMR will be availed the front end (boiler plate) specifications template to be used in the bid.

DMR Architects shall assist the Project Owner in bidding the Project by:

1. Procuring the reproduction of Bidding Documents for distribution to prospective bidders
2. Distributing the Bidding Documents to prospective bidders and maintaining a log of distribution
3. Organizing and conducting a pre-bid conference for prospective bidders
4. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda

5. Attending the opening of the bids, and assisting in the analysis and subsequent award.

4. Construction Administrative Phase Services

DMR Architects shall advise and consult with the Project Owner during the Construction Phase Services. DMR Architects shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, nor shall DMR Architects be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

DMR Architects responsibility to provide Construction Phase services commences with the execution of Contract for Construction (not a Notice to Proceed) being fully executed by the Project Owner and the Contractor, and terminates thirty days after the issuance of temporary certificate of occupancy by the local building official / substantial completion.

DMR Architects shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits DMR Architects shall keep the Project Owner reasonably

informed about the progress and quality of the portion of the Work completed, and report to the Project Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

DMR Architects shall review and certify the Contractor's Applications for Payment for the amounts due the Contractor. The Architect's certification for payment shall constitute a representation to the Project Owner, based on DMR Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of DMR Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents for Payment.

DMR Architects' review and processing of the Contractor's submittals such as Shop Drawings, Product Data and Samples, is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

DMR Architects shall review and respond to Requests for Information regarding the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification

requested. If appropriate, DMR Architects shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

DMR Architects shall conduct observations to determine the date or dates of Substantial Completion and issue a Certificate of Substantial Completion. When the Work is found to be substantially complete, DMR Architects will perform a site visit and develop a punch list. DMR Architects shall inform the Project Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Project Close-Out Sub-Phase Services commences with the date of Substantial Completion and runs for a total of thirty (30) days. During this time, DMR Architects shall use good faith to have the Contractor close-out the Project. DMR Architects shall forward to the Project Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (3) any other documentation required of the Contractor under the Contract Documents; (4) written warranties and related documents required by the Contract Documents.

DMR Architects will conduct one follow-up site visit to review the completed punch-list items to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of

the punch list submitted by the Contractor of Work to be completed or corrected.

In the event that the Contractor has not fully closed out the project within thirty days of the date of Substantial Completion, DMR Architects' on-going effort will be as an Additional Service.

D. Basic Service Fee Compensation:

Professional Service Fees for Basic Services described above shall be as follows:

<u>PHASE</u>	<u>FEE</u>
• Field Verification	\$ 12,500
• Construction Document Phase	\$ 49,500
• Bidding Phase	\$ 5,000
• Construction Administration Phase	\$ 25,000
• Reimbursable Expenses	<u>\$ 4,000.00</u>
TOTAL FEE:	\$96,000.00
Ninety-Six Thousand Dollars Only	

E. Compensation for Reimbursable Expenses

In Addition to Compensation, reimbursable expenses made by the Architect in the interest of the Project will be billed against the allowance as follows:

- Renderings and models requested by the Project Owner.
- Expense of transportation at the prevailing Federal Reimbursed rates.
- Expense of overtime work, if authorized by the Project Owner.
- Application fee paid to authorities having jurisdiction over the Project, if agreed to be fronted by DMR.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Project Owner.
- Faxes, postage, express mail, messenger services, plotting, printing and reproduction.
- Drawing Sets for Bidding and Permitting
- Reimbursable Expenses incurred in connection with providing Additional Services.

F. Progress Payments:

DMR will invoice the Project Owner on a monthly basis. Fees will be based on percentage of work performed. Payment is due upon receipt of Architects' invoice.

G. Additional Services:

Additional Services are professional services not expressly set forth in the Basic Services, to be performed by DMR Architects or a consultant to DMR Architects, and also include those services that are excluded / limited as set forth in the Basic Services. Additional Services may be provided if authorized by the Project Owner and agreed to by DMR Architects. Such Additional Services may include, but are not necessarily limited to those services listed below:

- Multiple Preliminary Designs
- Value Engineering / Analysis.
- Services and documentation required to seek approvals of agencies other than the local building department.
- Hazardous Materials Assessment, Investigation, Remediation beyond roof core samples indicated above.
- Modifications to plans or specifications subsequent to same having been approved by the Project Owner or an approving agency.
- Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the contract for construction.
- Providing services in evaluating an extensive number of claims submitted by the contractor or others in connection with the contractor's work.
- On-Site Project Representation / Construction management
- Civil Engineering
- Planning Board

Additional Services are any services not described as a Basic Service and / or are listed hereinabove. In the event of a perceived conflict as to the Basic Services' description and the Additional Services listed, the listing shall prevail. Additional Services will be performed for a mutually agreeable fixed fee set forth in a fully executed amendment to this Proposal or on a time (hourly) and expenses basis in accordance with the following schedule of rates:

<u>DMR Architects Personnel/ Title</u>	<u>Hourly Rates</u>
President \$ CEO	\$195
General Counsel, Partner	\$180
Partner/Senior Project Manager	\$180
Senior Project Manager/Associate	\$170
Director of Construction Administration, Associate	\$170
Senior Interior Designer	\$165
Project Manager	\$165
Project Architect	\$150
Project Planner	\$165
Construction Manager	\$150
Construction Administration Technician	\$ 85
Architectural Intern	\$ 85
Director of Business Development	\$150
Marketing Coordinator	\$140
Marketing Assistant	\$130
Administration	\$ 85

I. Construction Cost / Project Owner Budget

DMR Architects cannot and does not warrant any estimated pricing or probable construction cost information developed for the Project. Any review and/or evaluation by the DMR Architects of cost data and budget estimates made by others shall not be interpreted as DMR Architects' approval and/or ramification of such cost, budgets or estimates.

J. General Terms

- This Proposal will be valid for 30 days. DMR Architects reserves the right to review and if necessary revise fees and time schedules after that time.
- DMR Architects and their consultants will be paid for actual services performed under this contract in the event of cancellation.
- Payments for professional fees and expenses are to be made in proportion to services provided for each phase on a monthly basis. Payments to DMR will be due at time services are performed. Unpaid balances more than 30 days will be presumed to have interest calculated at the prevailing prime rate.
- Payment is a direct obligation and is not contingent upon any other schedule or other contracts or financial arrangements. Payment of invoices is not subject to unilateral discounting or set off by the Project Owner and payment for actual services rendered is due despite suspension or termination.

K. Suspension of Services

If the Project Owner fails to make payment when due or otherwise is in breach of this proposal, DMR Architects may suspend performance of services at any time after providing notice to the Project Owner. DMR Architects shall have no liabilities whatsoever to the Project Owner for any costs or damages as a result of such suspension caused by any breach of this Proposal by the Project Owner.

L. Ownership and Reuse of Work Product / Photographs / Artistic Representations

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by DMR Architects or its consultants pursuant to this Agreement ("Documents") are and remain the property of DMR Architects as instruments of service with respect to this Agreement. The Documents are not intended or represented to be suitable for reuse by the Project Owner or others on extensions of this project or on any other project. Any reuse of the Documents without the written approval by DMR Architects will be at the Project Owner's sole risk and without liability or legal exposure to DMR Architects. The Project Owner shall indemnify, defend and hold harmless DMR Architects from and against any claims, damages or losses including attorney's fees and costs, arising out of or resulting from the unauthorized reuse and / or unauthorized changes to the Documents.

DMR Architects shall have the right to include photographic or artistic representations of the constructed project as related to the design of the Project among DMR Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project in order to obtain such representations. The Project Owner shall provide professional credit to DMR Architects in the Project Owner's promotional materials for the Project.

M. Limitation of Liability and Indemnification / Statute of Limitations

DMR Architects total liability to the Project Owner shall be limited to its fee for professional services for the Project for injury or loss to the Project Owner arising from an action, damage, claim, demand, judgment, loss, cost, or expense against the Project Owner as a result of the DMR Architects actions or inactions. In no event shall DMR Architects be liable for incidental or consequential damages including, without limitation, loss of use or loss of profits, incurred by Project Owner or the Project Owner's subsidiaries, successors or end users, regardless of whether such claim is based upon alleged breach of contract, breach of any statutory duty or obligation, willful misconduct or negligent act or omission, whether professional or non-professional, of DMR Architects.

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion (i.e., issuance of a temporary certificate of occupancy or other point in time deemed to be that the project is substantially complete) for acts or failures to act prior to Substantial Completion or the date of issuance of the final Certificate of Payment to the contractor for acts of failures to act occurring after Substantial Completion. In no event shall the statute of limitations commence to run any later than the date when DMR Architects' services are substantially complete.

N. Agreement

The execution of this proposal by authorized representative of the Project Owner will bind the Project Owner to the terms and conditions of this proposal and upon being fully executed, will allow DMR Architects to commence its services. The individual executing below represents and warrants that they are authorized to bind the Project Owner to the terms and conditions of this proposal. In the event that the Project Owner desires a formal AIA agreement or similar agreement, the parties shall negotiate same in good faith and upon being fully executed, shall supersede this signed proposal. Until such time, this fully executed proposal shall remain in full force and effect and bind the parties. Notwithstanding the foregoing, the basic provisions of the terms and conditions of this proposal shall not be ended in a subsequent written agreement.

Very truly yours,



Pradeep Kapoor, AIA, LEED AP
Partner & Director of Sustainable Design

Architect: **DMR Architects**

Signature: _____ Date: _____
Name/Title:

Project Owner / Client:

Signature: _____ Date: _____
Name/Title: