

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2020-113

Council Meeting Date: 04-27-2020

Date Adopted: 04-27-2020

TITLE RESOLUTION ACCEPTING THE PROPOSAL OF THE MUSIAL GROUP
ARCHITECTURE FOR PROFESSIONAL ARCHITECT SERVICES
MUNICIPAL CENTER BATHROOM RENOVATIONS PROJECT

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Geoffroy.

WHEREAS, the Borough of New Providence acquired Professional Architect Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19-44A-20.5; and

WHEREAS, The Musial Group Architecture was awarded a contract with the Borough of New Providence via Resolution 2020-069 to provide professional engineering services; and

WHEREAS, The Musial Group Architecture has submitted a proposal dated April 7, 2020 indicating they will provide professional architect services relating to the Municipal Center Bathroom Renovation project, for an amount not to exceed \$15,400.00; and

WHEREAS, the fees assessed with this proposal are contained in said contract; and

WHEREAS, the maximum amount of the contract is not to exceed \$15,400.00, and said funds are available from the following accounts:

C-04-55-978-310-404900	15,400.00
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and have been certified by the Chief Financial Officer; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence that they hereby approve and authorize the professional services included in The Musial Group Architecture proposal dated April 7 2020.

APPROVED, this 27th day of April, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKLOUDIS	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 27th day of April, 2020.

Wendi B. Barry, Borough Clerk

7 April 2020

E-MAIL ONLY

Mr. Keith J. Lynch
Director of Planning & Development
BOROUGH OF NEW PROVIDENCE
360 Elkwood Avenue
New Providence, NJ 07094

RE: Toilet Room Renovation, Borough Hall, New Providence, NJ

Dear Mr. Lynch:

It is with great pleasure that I submit the following proposal as requested for providing Professional Architectural services for the design of renovations to two toilet rooms on the second floor of Borough Hall. We understand that it is your intent to completely renovate these two gang toilet rooms with new fixtures and vanity as well as wall, floor and ceiling finishes similar to the toilet rooms on the first floor.

Our services will be broken down into three phases.

CONSTRUCTION DOCUMENTS PHASE SERVICES

The Construction Documents shall illustrate and describe project development and consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which we will review.

We will incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. We strongly suggest that we have an informal meeting with the various construction sub-code officials to allow them an opportunity to undertake a preliminary code review of the project which will greatly expedite the final review when the contractor files for permits.

Noel S. Musial, A.I.A., PP, NCARB
President
Noel S. Musial II, A.I.A., NCARB
Principal
Larry Lane, RA
Project Architect
John A. Krupka, PE
Project Engineer

191 Mill Lane
Mountainside, NJ 07092

t. 908.232.2860
f. 908.232.2845

www.themusialgroup.com

During the development of the Construction Documents, we will assist you in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). We will also compile a project manual that includes the Conditions of the Contract for Construction which will include bidding requirements and sample forms. We envision working closely with you and your purchasing agent or municipal Clerk to prepare the bidding documents.

We will prepare an estimate for the Cost of the Work.

Fee for this phase is a flat fee of.....\$ 7,550.00

BIDDING PHASE SERVICES

We will assist you in establishing a list of prospective contractors. Following your approval of the Construction Documents, we will assist you in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid; and, (4) awarding and preparing contracts for construction.

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

We will assist you in bidding the Project by:

- 1 facilitating the distribution of Bidding Documents to prospective bidders:
- 2 organizing and conducting a pre-bid conference for prospective bidders:
- 3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; (please note, we will prepare the addendum, however you will officially issue the addendum) and,
- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by you.

Fee for this phase is a flat fee of..... \$1,500.00

CONSTRUCTION PHASE SERVICES

General

We will provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those

modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

We will advise and consult with the Owner during the Construction Phase Services. We will have authority to act on behalf of the Owner only to the extent provided in this Agreement. We will 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 Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. We will be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Our responsibility as Architect to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date, we as the Architect issues the final Certificate for Payment. However, if the Contractor is issued an extension of time, we reserve the right to adjust our fee in line with the contractor's extension of time.

Evaluations of the Work

We will 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. However, we will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, we will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to you (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. We will prepare for you a monthly report outlining the status of construction and the amount of payments made to the Contractor as well as where the contractor stands in relation to his initial construction schedule.

We as Architect will have the authority to reject Work that does not conform to the Contract Documents. Whenever we consider it necessary or advisable, we will have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

We will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. Our response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions will be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, we will endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. Our decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Certificates for Payment to Contractor

We will review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as outlined above and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

We will maintain a record of the Applications and Certificates for Payment.

Submittals

We will review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved

submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

We will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, we will specify the appropriate performance and design criteria that such services must satisfy. We will review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. We will be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

We will review and respond to requests for information about the Contract Documents. We will set forth, in the Contract Documents, the requirements for requests for information. 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. Our response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, we will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

We will maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

Changes in the Work

We may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the

Contract Time. We will prepare Change Orders and Construction Change Directives for the your approval and execution in accordance with the Contract Documents.

We will maintain records relative to changes in the Work.

Project Completion

We will:

- 1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion:
- 2 issue Certificates of Substantial Completion:
- 3 forward to the Owner, for your review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When Substantial Completion has been achieved, we will inform the 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.

We will forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, 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; and (3) any other documentation required of the Contractor under the Contract Documents. These close out documents should also be reviewed by the Borough Attorney for form and sufficiency.

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, we will, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Fee for this phase is a flat fee of..... \$6,350.00

SUMMARY OF FEE:

Fee for Construction Documents:	\$ 7,550.00
Fee for Bidding	\$ 1,500.00
Fee for Construction Administration	\$ 6,350.00
TOTAL	\$15,400.00

Plus estimated reimbursable expenses, prints, express mail etc. of \$500.00 for a total of \$15,900.00

If you prefer, we would be happy to provide services for the Bidding and Construction Administration phases on an hourly basis with the quoted fee as the upset fee.

We have not included any services for any environmental work, such as possible asbestos removal. It is clearly understood that any environmental studies, removals, etc. are totally out of the scope of our work. Because of the age of the building I am a little concerned about this and wonder if you have had a study done in the past.

We will bill you for all reproduction costs, plotting costs, express mail, overnight mail, postage costs, communication costs and photos associated with the project. We will bill you in accordance with our "Standard Schedule of Charges and General Conditions". As indicated above, I estimate the reimbursable expenses will not exceed \$500.00, in addition to the fee mentioned above. We will provide up to two copies of 11" x 17" drawings at any time at no charge.

THE MUSIAL GROUP will bill you on a regular basis in line with the amount of work completed and would appreciate payment within thirty- (30) days of our invoice date. We assume the requirements of the prompt payment law of the State of NJ will be followed. We reserve the right to stop work if payment is not made in thirty- (30) days. For additional services our minimum billing unit is one tenth (.10) of an hour and we will indicate on the invoice the work which was done during that time. The billing rates of **THE MUSIAL GROUP** are adjusted from time-to-time and we will advise you immediately when a new fee schedule is being implemented. All invoices are due and payable upon receipt and will accrue interest at the rate of 1½% per month, if it remains unpaid for a period in excess of thirty- (30) days. In the event that you disagree with or question any amount due under an invoice, you agree that you shall communicate such disagreement to us in writing within fifteen- (15) days of the invoice date. Any claim not made within that period shall be deemed waived.

We will perform this engagement to the best of our ability and experience but, can promise you no particular result or conclusion. We require that you provide us with all information and documents necessary to complete this assignment. You further understand and agree that we will in the event that you institute legal action against our firm, grounded upon the performance of this engagement and **THE MUSIAL GROUP** prevails, you agree to pay all attorneys' fees and costs incurred by us in defending such an action.

We suggest using the AIA Document B101 – 2017, Standard Form of Agreement Between Owner and Architect as a contract for this work. We are however flexible on this issue but feel it is in both our best interests to have a contract between us. If you feel just this letter will be sufficient, we would like the understanding that the AIA contract is the basis of our agreement.

Thank you for allowing us the opportunity to submit this proposal and we look forward to the continuing our professional relationship with you and the Borough of New Providence. We stand ready to immediately start work on your project. If you would like to meet to discuss this proposal, we certainly would be very happy to do so.

Thank you for giving us this opportunity, I remain,

Very truly yours,

THE MUSIAL GROUP pa ARCHITECTURE

A handwritten signature in black ink, appearing to read "Noel S. Musial". The signature is stylized with a large, looped flourish at the end.

Noel S. Musial, A.I.A., PP, NCARB
President

CC: Noel S. Musial, II, AIA, NCARB, Principal

NSM/m

File: 2020.39/20200407KLproposal