



17 February 2021

Letter Proposal / Agreement

Thomas Banker, Borough Administrator
Borough of Caldwell
1 Provost Square
Caldwell, New Jersey 07006

Re: **The Borough of Caldwell Development Project**
Descriptive Specification Narrative for a Mixed-Use Development & Parking Deck
Developer Bid Package

Dear Thomas Banker, Administrator:

This letter proposal is in response to your invitation to provide Architectural and Engineering Services for the referenced project and it is based on limited information, to date. The preliminary scope-of-work for this phase of the project will be for the Descriptive Specification Narrative for a proposed new Mixed-use Retail and Housing project with a Parking Deck for the proposed Developer Bid Package issued by the Borough of Caldwell.

The proposed location will be at the former parcel known as the Josten Building. The site is approximately 80'W x 250'L and it will feature a building footprint of approximately 70'W x 240'L or 17,000SF/floor. Total building area will be approximately 150,000 SF. The proposed building will be a single floor of retail and 8 floors of housing units. Each floor will have approximately 18 residential units per floor with a total of 144 units. There will be an elevator core with 2 elevators and 2 remote stair-towers. A parking deck will be constructed on the adjacent property with approximately 360 parking stalls. Two levels of the parking deck will be dedicated to public parking and the remaining floors will be reserved for the private proposed residential units and as part of the Caldwell Redevelopment Plan.

This will be part of the Architectural and Engineering building analysis services for a Descriptive Specification narrative. The proposed descriptive specification narrative will describe a design that will meet the current State of New Jersey Uniform Construction Code, standards, codes and regulations as set forth by the DCA and the International Building Code as adopted by DCA, as well as, all other applicable adopted building codes, standards and regulations for this use group.

CCA-Cozzarelli Cirminiello Architects, LLC is pleased to present this proposal for your consideration based on the information received, to date. The proposal will be for "Basic Architectural Services" that includes a Design Development Descriptive Specification Narrative for the Borough of Caldwell to offer as a Developer Bid Package.

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BASIC SERVICES

CCA proposes the following professional architectural/engineering services:

PHASE I: CONCEPT / SCHEMATIC DESIGN

1. Research, listen and communicate with administrator and director to define the scope of the project.
2. Field analysis and documentation of existing condition and proposed footprint and survey.
3. Identify proposed existing site and review survey information. Consult with all other professionals associated with the development plan.
4. Establish a descriptive specification narrative outlining program requirements for interior and exterior proposed new development information.
5. Concept / Schematic descriptive specification narrative will be based on an established program requirements as set forth by the Borough for a Developer.
6. Building construction code analysis as applicable to the proposed Descriptive Specification concept.
7. Descriptive Specification of building materials that will be required to be used by the Developer and as review by administrator.
8. Electrical / Plumbing / Mechanical Descriptive Specification concepts will be part of the information for the Developer and reviewed by the Administrator.
9. Any and all unforeseen site conditions will be the responsibility of the Developer to repair, remediation, and/or restore.
10. The architect will proceed with Phase II upon review and approval of Phase I Descriptive Specification by Administrator.

PHASE II: DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS / BIDDING (\$TBD)

1. If requested, Based on the approval by the administrator of Descriptive Specification the architect/engineer, if requested will advance the design to include schematic drawings.
2. If requested, Architect / Engineer will proceed with Design Development only if the Administrator requires additional information for the Developer. This will include sufficient architectural drawings and coordination of mechanical / electrical / plumbing and life safety systems for this project.
3. If requested the Design development drawings and other documents will begin to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
4. If requested, a preliminary estimate of construction cost will be established and design will be adjusted to meet the proposed project budget.
5. If requested, based on the approval of the Design Development Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by the owner, the architect shall prepare, for approval by the Owner, construction documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
6. If requested, The Architect shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between owner and Contractor.
7. If requested, The Architect will assist the Owner in review of the Bids and award of the Project.

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8. If requested, The Architect shall visit the site at intervals appropriate to the stage of the construction or as otherwise agree by the Owner and Architect to become generally familiar with the progress and quality of the Work completed to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
9. If requested, The Architect shall not be required to make exhaustive or continuous on-site inspections to check or quantify the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the work.
10. If requested, The Architect shall neither have control or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

PHASE I PROFESSIONAL COMPENSATION FOR BASIC SERVICES-PROPOSED

Compensation for Phase I as defined by this proposed scope-of-work will include a Descriptive Specification for a Developer Bid Package. The architect and consulting team will be compensated a lump-sum fee of Fifty Thousand Dollars (\$50,000) plus reimbursable expenses. The compensation for these professional architectural / engineering services is explained in the payment schedule as follows:

PHASE I COMPENSATION SCHEDULE

1. Document / Concept Descriptive Specification	\$10,000
2. Program & Code Analysis	\$15,000
3. Final Descriptive Specification Narrative Developer Bid Package	\$25,000
Total For Phase I:	\$50,000

COMPENSATION FOR PHASE II

Phase II compensation will be based on the information discovered in Phase I and completion of schematic design, as well as, an established construction budget and notice to proceed.

PROJECT SUSPENSION

Should the Owner elect to stop the project or if the architect is released from the contract, the architect is to be paid in full for all services in that phase of the project, as if the phase was completed to date project was stopped.

ADDITIONAL SERVICES

If the scope of the project changes after execution of this agreement and owner approval of schematic and design development, the architect and owner will negotiate affected parts of this agreement. The architect will

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only proceed with revisions when the owner provides written approval to proceed with changes to the documents.

If there are revisions and/or additional services fees beyond the scope of the project, as defined herein, they are to be mutually agreed upon by all parties prior to the commencement of such services necessary to complete this project.

The architect and the owner agree that because the architect's services shall not include continuous on-site construction supervision, the client shall be responsible for interpreting the contract documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions and that if the client authorizes deviations recorded or unrecorded, from the design professional, the owner shall indemnify and hold harmless from and against claims, losses damages and expenses, including but not limited to defense costs and time of the architect, to extent such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

Additional Services are subject to the enclosed "Schedule-A" as part of this agreement and the following services that are not included in this scope:

1. Meetings with County or State are not included. The Architect will only meet with local Administrator and Code Official personnel and/or appointed Township Representatives as part of this agreement. All other meeting will be invoiced.
2. Required filing fees or preparation of permit applications.
3. Additional renderings can be provided, if requested for an additional fee.
4. Additional consultants beyond the noted scope of services will be an additional fee. This may include "specialized consultants" for unforeseen conditions occurring during construction or for an item that was not anticipated and/or requested during the bid period. The Architect will not engage this additional service without written approval to proceed.
5. Mold, asbestos, lead paint, or any other type of toxic remediation will be the responsibility of the owner. The architect will not be held responsible for toxic remediation and/or identification.
6. Assistance in applying for grants can be provided for an additional fee.
7. Construction Management, Design/Build "project delivery" is not included, but these services can be provided as requested by the owner.
8. Cost of amending plans and specification for revisions or re-bid of documents.
9. Cost of amending plans at the direction of the owner for additional design work after permits have been issued.
10. Cost of amending plans and specifications for unforeseen conditions.
11. Cost of Land Surveyor, by others.
12. Cost of Civil Engineer, by others.
13. Cost of Sprinkler Design Engineer beyond the scope of the agreement.
14. Cost of Mechanical, Electrical, and Plumbing engineers beyond the scope of the agreement.
15. Cost of Planner, by others.
16. Cost of additional services of Architect or Engineer not within the scope of the work or as directed by the owner to retain them for services not within the scope of this agreement or under the direction of the architect of record.

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17. Cost of Legal Counsel, by others

STANDARD PROVISIONS

Americans With Disabilities Act:

The architect and his consultants responsibility for compliance with the Americans With Disabilities Act (ADA), in conjunction with the construction documents or the completed structure, ends following the review and acceptance of the construction documents by the Construction Code Official.

Betterment:

If, as part of the Architect's services, any required item or component of the project is omitted from the construction documents, the architect shall not be responsible for paying the cost to add such item or component. However, the architect shall be required to modify all necessary documents associated with the omitted item and the architect shall prepare any Change Order documents associated therewith.

Indemnification:

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

The Architect is not obligated to indemnify the Client in any manner whatsoever for the Client's negligence.

OWNER'S RESPONSIBILITIES

1. If Owner is currently in agreement with another professional then the Owner is to provide a release from any and all other professionals that have been involved with this project.
2. If available, the Owner is to provide a survey of the property and any other applicable information, i.e. existing plans, surveys, reports, etc. to the design team that pertains to this project.
3. Either party upon a seven-day notice may initiate termination of this Agreement. All service fees must be satisfied up to the time of termination, if implemented.
4. Any and all disputes arising from this agreement shall be resolved through mediation, arbitration, or litigation not necessarily in that order, at the discretion of the Architect and/or Owner.
5. The Owner will designate a responsible person to make decisions during normal working hours or as mutually agreed upon. All meetings are by appointment and must be notified, by Owner's representative or Architect, 48 hours in advance of the requested meeting time.
6. This fee proposal shall be valid for sixty-days (60) from the date of this letter.

CONCLUSION

Acceptance of this proposal, with signature and date, will serve as "notice-to-proceed."

Robert Cozzarelli, FAIA anticipates that you accept this proposal and if you should have any questions or comments, please contact the architect at your convenience. Thank you for this opportunity for this firm to



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provide architectural services and I look forward to working with The Borough of Caldwell on completing this most development important project.

19 February 2021

Thomas Banker, Borough Administrator
Borough of Caldwell
and
CCA Architects, LLC

Re: **The Borough of Caldwell Development Project**
Descriptive Specification Narrative for a Mixed-Use Development & Parking Deck
Developer Bid Package

Sincerely,

Robert Cozzarelli, FAIANCARB, PP, CID
NCARB, PP, CID

Date Accepted by Owner _____

I have reviewed the above terms and conditions and agree to this on the _____

_____ Day of _____, 2021.
(Date of Signed Agreement and Receipt of Retainer Signifies Notice-to-Proceed)
