

# PROJECT PROPOSAL

for Architectural Services for:

Project: 215 Lincoln St. Jersey City, NJ

Block: 3302 Lot: 29

Residential development

For: Rita Patel

Prepared by: Devino Architects + Associates

April 10, 2020





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Attn: Rita Patel

Re: Proposal for Architectural & Engineering Services for 215 Lincoln St., Jersey City, NJ.

It is our pleasure to present to you the attached proposal for professional Architectural services for 215 Lincoln St.

As per our discussion, I believe to make this a valid project Lincoln St. should be improved. That will require an accurate survey of both the property and that portion of the street that requires improvement. The second approach would be to just improve the upper section of the street and incorporate access stairs to the site. Either way the site design should remove vehicular access from Tonnele Ave.

The property falls within the Tonnele Ave Highway Commercial Zone therefore any request for a residential use will require a use variance by the Zoning Board of Adjustments. In addition it will be necessary to obtain other bulk variances as well.

The building design will work to maximize the number of units. This may be directly related to the number of parking spaces that can be designed into the plan. If Lincoln St. is improved, I believe that will allow more available parking.

The work will require the services of a Civil Engineer and as mentioned a surveyor. Therefore, our proposal list allowances for these consultants. Please take the time to review the proposal, in which we describe in detail the scope of work, the design process and deliverables. Our fees are structured based on projects of similar scope and an estimate of the time needed to complete the work.

We appreciate the opportunity to propose our services for your consideration. If you have any questions, please don't hesitate to contact us.

Respectfully,

Dennis M. Devino, RA



## This proposal is based on the following estimated Design Criteria:

Location:	215 Lincoln St, Jersey City, NJ
Zoning:	Highway Commercial Zone
Lot Area:	2,500 SF (variance required)
Max Building Height:	35 feet
Max. Lot coverage	90%
Max. Building coverage	25% (variance required)
<u>Building use</u>	
All floors:	Residential (1 or 2 units per floor)- total 6 (variance)
Roof:	Proposed Deck for use by top floor
Construction Class:	Existing 5A
Parking Requirements (residential):	TBD
Amenities:	<b>non</b>
Elevator:	No
Lobby (un-attended):	No
County Board Approval required:	No
Historic Board Approval required:	No
Zoning Board Approval required:	Yes
Fire Protection:	Yes
HVAC systems:	Mini-Splits system

\*Please note, any changes to the above scope of work will constitute a fee adjustment.



## BASIC SCOPE

### **PART I:**

#### SCHEMATIC DESIGN

1. Existing Conditions – Verify and document the existing site conditions. Includes site visits (as needed) to document the site and potential road improvements. Employee a licensed land surveyor to prepare survey of site and road.
2. Site Design– Employing a Civil Engineer we will prepare layout drawings of the off-site improvements and how it relates to the proposed building site.
3. Building Design – Prepare schematic designs of the new structure and blocking plan to evaluate unit size and count.
4. City Planning – Schedule and present proposal to Jersey City Division of Planning.

#### PRELIMINARY & FINAL DESIGN

1. Upon the recommendation of City Planning we will make revisions and prepare preliminary floor plan and exterior building elevations for client approval. We will make one client revision. Other revisions will be deemed an added service.
2. Upon client design approval we will prepare the design and presentation package which will be submitted to the Zoning Board of Adjustment for approval.
3. We will attend one Zoning Board meeting to present the design and seek City Approval.

(If scope changes, this will constitute a fee adjustment)

### **PART II: C O N S T R U C T I O N   D O C U M E N T S**

Based on the final approval design, we will:

1. Provide Construction Drawings for: Architectural, Structural, MEP, Fire Alarm & Schematic Fire Protection for permitting and construction for the six units.
2. Submit signed and sealed approved drawings to JC zoning officer for zoning approval. (application fee not included)

(all reproduction cost, expenses and additional services will be invoice as per the attached rate schedule)



## DELIVERABLES

1. Rendered Site and building Design drawings for client review and approval.
2. Zoning Board package to include two color rendered elevations
3. The necessary plans, elevations (2d), sections, details, framing plans for the new structure and roof deck, and schedules required for municipal approval (to obtain permits) and for the contractors use (to secure bids and construct the project).
4. The construction documents will include basic architectural drawings along with design drawings for mechanical, electrical and plumbing portions of the project as required. Fire Alarm & Fire Protection Drawings will be schematic and created for a sub-contractor in the respective areas to prepare permit drawings and secure permits for work as required.
5. Basic Interior & Lighting design packages will be complete; however, further, more elaborate design concepts will require securing the services of a design professional.
6. Issue four signed and sealed plans to the client for Zoning & DOB plan review. All other sets can be obtained electronically.

(Any modifications as required to satisfy the Building Department or other Jersey City departments will be invoiced per attached rate schedule.)

The construction document phase of the project should be completed and submitted for review within 13 weeks from the client layout approval date. Should there be other required submissions, which are not noted above, our fee will be adjusted and invoiced as per the attached rate schedule.

## Part III – CONSTRUCTION ADMINISTRATION

1. Construction Administration Phase (includes 5 months):
  - a. Monitor construction of project as the project progresses (includes 10 site visits).
  - b. Review and approve payment requests AIA G702 and G703.
  - c. Review Change Orders and make recommendations.
  - d. Review shop drawings and submittals, and coordinate with Construction Documents for design compliance.
  - e. Clarification and interpretation of Construction Documents for contractors or sub-contractors. (Clarification sketches as needed)
  - f. Respond to contractor's requests for information (RFIs).
  - g. Final Punch List & Certificate of Substantial Completion



## CHANGES TO SERVICE OR ADDITIONAL SERVICE

Changes in the services, and/ or additional services not included in the basic services fees (listed above), to be performed by the Designer, including services required of the Designer's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided they are; (a) mutually agreed upon in writing, (b) if required by circumstances beyond the Designer's control, or (c) if the Designer's services are affected as described in the absence of mutual agreement in writing, the Designer shall notify the Client prior to providing such services. If the Client deems that all or part of such Change in Services is not required, the Owner shall give prompt written notice to the Designer, and the Designer shall have no obligation to provide these services. Except for a change due to the fault of the Designer, Changes in Services of the Designer shall entitle the Designer to an adjustment in compensation and to any Reimbursable Expenses which have been incurred. Changes in service or additional services include but are not limited to:

- Change in the instructions or approvals given by the Client that necessitates revisions in Instruments of Service;
- Enactment or revision of codes, laws, or regulations, or official interpretations which necessitate changes to previously prepared instruments of Service;
- Decisions of the Client not rendered in a timely manner;
- Significant change in the Project including, but not limited to size, quality, program, etc.;
- Complexity, the Client's schedule or budget, or procurement method; failure of performance on the part of the Client or Client's consultants or contractors;
- Preparation for and attendance at a public hearing, such as zoning board of adjustment meetings, a dispute resolution proceeding or a legal proceeding except where the Designer is party thereto.

## INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Designer, are Instruments of Service for use solely with respect to this project. The Designer shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Designer grants the Client a nonexclusive license to reproduce the Designer's Instruments of Service solely for the purpose of constructing, using, and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Designer shall obtain similar nonexclusive licenses for the Designer's consultants consistent with this Agreement.

Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of Instruments of Service and shall return to



the Designer within ten (10) calendar days of termination all originals and reproductions in the Client's possession or control.

If and upon the Designer is adjudged in default of this agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purpose of completing, using, and maintaining the Project.

## TERMINATION OF CONTRACT

In the event the project is cancelled due to unforeseen circumstances after this proposal has been signed and agreed to, work completed to date shall be billed at an hourly rate as per our fee schedule. Grounds for cancellation shall also include any request or insinuation for services, which may in any way be construed as illegal, in relation to the performance of this contract.

This agreement may be terminated by either party upon not less than ten (10) days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

## SERVICES NOT INCLUDED IN THIS PROPOSAL

- Additional artistic or computer generated renderings over the state amount.
- Re-filing or post approval amendments due to revisions of original approved design.
- Environmental Impact Statements, if required, for the site.
- Travel expenses.
- Construction Cost analysis.
- Supervision or Inspection of Work except for final inspection as noted above. It shall be understood that Devino Architects shall not be responsible for inspecting, maintaining or supervising safety precautions or construction and protection of structure, personnel at the site, or the public. (See construction document administration option.)
- LEED design (Devino Architects will provide an environmentally responsible design)
- Cost of blueprinting or reproduction.
- Filing fees, applications, permits, etc.
- Asbestos Survey or Abatement.
- Value engineering for budget constraints with Contractor or Construction Manager.
- State or County Planning Board or meetings of any other agency or out of office meeting, not included herein.
- Additional work to amend re-development plan.
- Interior Design
- Expediting permits
- Updated survey or other consultants not listed in the scope
- Work for Franchise Easements



## COMPENSATION & INVOICING

The anticipated total fees for the project is as follows:

This is a fixed fee and is based on preliminary discussion with you and projects of a similar scope. Please see below for breakdown in the fees:

### Part I:

#### **Schematic Design**

Obtain & Analyze existing conditions	\$ 2,750
Civil Engineering (allowance)	\$ 10,000
Site Design	\$ 3,200
Building Design	\$ 3,750
TOTAL .....	\$ 19,700

#### **Preliminary & Final Design**

Prepare Design & Presentation	\$ 16,500
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### Part II - C O N S T R U C T I O N   D O C U M E N T S

Construction Documents (Architecture, MEP, Fire Alarm/Protection):

Total Construction Documents	\$42,550.00
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Retainer: \$10,000 (will be applied to final invoice)





Allowances for other consultants that will be required:

Land Use Attorney.....	\$ 12,000
Licensed Professional Planner.....	\$ 7,500
Geotech Engineer.....	\$ 7,000
NJ Licensed Land Surveyor.....	\$ 3,500

### Part III – C O N S T R U C T I O N   A D M I N I S T R A T I O N

Upon the written approval by the Client, the architect will commence with the Construction Administration Phase: (This service is optional but recommended to assure that the project quality is met)

Construction Administration (6) six months	\$15,450.00
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Fees Schedule:

(Hourly Rates will be used for Historic T & M, CA & Additional Services that are not included in the Base Fee)

Principal Architect	\$195.00
Project Architect/Interior Designer	\$175.00
Draftsperson	\$125.00
Designer	\$150.00
Administration/ Clerical	\$ 85.00
Consultants	1.40x direct cost
Expenses	1.15x direct cost
Drawing Reproductions	BW: \$.85/ SF   CL: \$2.00/SF

Reimbursable expenses will include but not be limited to the cost of plotting, reproduction, mileage and express mail/delivery.

Marketing Signage: The Client here-in grants permission for DA&A to place a sign at the site for marketing purposes. The sign may be placed from the start of signing of this agreement up to the final Certificate of Occupancy is issued.



Payments shall be due within ten (10) calendar days from the date of the invoice. The retainer shall be due upon return of this proposal and will be applied to the final invoice. Payment at time of invoice will ensure uninterrupted service in the preparation of presentations and release of documents. No deductions shall be made from the Designer's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work or work not included by the Contractor other than those for which the Designer has been found liable. Unpaid invoices past due will be turned over to a collection agency. Any fees charged by the collection agency will be included in the total amount due from the client. Any invoice over 45 calendar days past due will be basis for termination of this contract. There shall be a \$35.00 fee for all returned checks. Agreement with this proposal shall commence the preparation of our services, which shall be forwarded to you for your approval and signature. We welcome the opportunity to present our services to you and assure you of our sincere commitment to you and your project.

Please do not hesitate to contact us with any questions or concerns you may have.

Respectfully Yours,

Accepted by:

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Dennis M. Devino, RA      4-10-20  
Date

\_\_\_\_\_  
Client      Date