



(SENT VIA E-MAIL msolokas@franklinlakes.k12.nj.us
AND VIA REGULAR MAIL)

February 26, 2019
REVISED: March 6, 2020

Franklin Lakes Board of Education
490 Pulis Avenue
Franklin Lakes, NJ 07417

ATT: Mr. Michael Solokas
Board Secretary/Business Administrator

Re: Proposal for Professional Services to Prepare a Facility Assessment Report and Update the District's Long Range Facility Plan (LRFP)
D | R Proposal #19-17

Dear Mr. Solokas:

Per your request, Di Cara | Rubino Architects is pleased to submit our fee proposal to provide professional services to prepare a comprehensive Facility Assessment Report at the District's following facilities:

- Franklin Avenue Middle School
- Colonial Road School
- High Mountain Road School
- Woodside Avenue School

We understand that the intent of this study is to provide the District with a comprehensive report outlining the major facility needs over the next five years. The report will also include the existing utilization and capacities, together with projected enrollment updates. The assessment findings will be used to update the District's LRFP previously approved in 2008.

Based on our understanding of the project, Di Cara | Rubino Architects offers the following services:

I. SCOPE OF SERVICES:

FACILITY ASSESMENT REPORT:

1. Current Utilization Analysis:

Prepare and update existing plans to determine current room utilization based on visual observation and interviews with select administrative staff. The analysis will compare the current utilization with the District's previously approved LRFP filed with the NJDOE.

Based on the current uses, Di Cara | Rubino Architects will update the LRFP. The analysis will also identify current occupancies and ability to meet projected enrollments and programs.



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2. Update Enrollment Projections:

Provided by the District

3. Facility Assessment and Report:

- a) Prior to our assessment survey, our team will review existing documentation and previously prepared LRFP.
- b) Di Cara | Rubino Architects will provide an evaluation, through visual observation, of the facilities' physical conditions. The evaluation will include:
 - Site conditions consisting of walkways, parking, ADA access, and fields
 - Exterior envelope consisting of roofs, walls, windows, and doors
 - Interior conditions consisting of interior materials, finishes, ceilings, walls, doors, HVAC systems, plumbing, electrical systems, lighting, fire suppression, and control systems

Di Cara | Rubino Architects will also meet with select staff members, as well as the District's Director of Buildings and Grounds to go over any known facility issues and performance issues.

- c) Di Cara | Rubino Architects will provide a facilities assessment report. The report will outline the findings of the analysis with descriptions of the conditions, including photographs. It will identify major items in need of repair and/or replacement, life expectancies of equipment, order of magnitude, opinion of probable cost, and a prioritized list, by year, of each item.

The report will also identify the facility's ability to accommodate the enrollment projections and established program requirements.

Di Cara | Rubino Architects and its team will meet with the District to review the report during its development as required, and will provide a bound narrative report addressing the factors in consideration.



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4. Long Range Facility Plan:

In addition to the Facility Assessment Report, Di Cara | Rubino Architects will update the above information into the District’s LRFP on the NJDOE website, as soon as it is accessible.

II. FEE PROPOSAL:

Based on the services outlined above, Di Cara | Rubino Architects respectfully submits the following fee breakdown:

FACILITY ASSESSMENT REPORT

1. Current Utilization Analysis.....	\$ 6,000.00
2. Facility Assessment and Report.....	\$49,000.00
3. Demographic Report.....	N/A – by District
4. LRFP Update.....	\$ 4,000.00

Reimbursable expenses are billed in addition to the fees indicated above and generally include postage, overnight mail/courier service, mileage, photocopies, printing, plotting, and facsimiles and will be invoiced at 1.15 times the expense.

Exclusions:

The following services are excluded from the firm’s basic services:

- Civil engineering
- Environmental or geotechnical engineering
- Identification and/or abatement of asbestos or any other hazardous materials or soil contamination
- Surveys, testing, or environmental studies
- Filing fees, permits, and applications
- Utility assessments
- Testing and commissioning of M/E/P systems

Conditions:

- **Standard of Care:** Services performed by Di Cara | Rubino Architects under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no



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warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise.

- **Hidden Conditions Verification Of Existing Conditions:** It is understood by the parties to this Agreement that the remodeling or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions that are hidden from view. Because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure or its equipment, the Owner agrees that, where verification of existing conditions is impractical or impossible, and where the Architect has used reasonable care and diligence in the making of assumptions, the Owner will hold harmless, indemnify, and defend the Architect from and against any and all claims arising out of the professional services provided under this Agreement.
- **Safety:** Di Cara | Rubino Architects is not responsible for the implementation, discharge, or monitoring of construction safety standards or practices. These items are explicitly excluded from our scope.
- **Hazardous Materials:** Di Cara | Rubino Architects is not responsible for identification and/or removal of hazardous materials including, but not limited to, asbestos, lead and contaminated soils.
- **Limit of Liability:** Client agrees that Di Cara | Rubino Architects' liability for any damage on account of any claimed error, omission, wrongful conduct, or professional negligence will be limited to an amount equal to Di Cara | Rubino Architects' fee. Di Cara | Rubino Architects, its agents, and employees shall not be liable for any lost profits or any claim or demand against Client by any other party. In no event shall Di Cara | Rubino Architects be liable for special, consequential, or exemplary damages or for damages due to delay in the work.



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Di Cara | Rubino Architects looks forward to continuing our relationship with the Franklin Lakes Board of Education. If the above is acceptable, please sign below, initial each page, and return a copy of this proposal for our records.

Again, we thank you for the opportunity to submit our proposal, and please feel free to give me a call if anything in this proposal requires further clarification.

Sincerely,

DI CARA | RUBINO ARCHITECTS

Germano R. Rubino, AIA
Principal

GRR/frk

cc: Allison Sroka, AIA – Project Manager

Accepted by:

Mr. Michael Solokas
Board Secretary/Business Administrator

Date: _____

