

# PATERSON PUBLIC SCHOOL DISTRICT RESOLUTION FORM

1. All Board resolutions must clearly state how that program/initiative relates to or is specifically connected to the Priorities and Goals contained in the Strategic Plan.
2. This resolution must be in the Superintendent's office according to cutoff date before the meeting of the Board of Education.

Recommendation/Resolution: Approve professional services contract with DMR Architects, 77 Terrace Avenue, 6<sup>th</sup> Floor, Suite 607, Hasbrouck Heights, NJ 07604

**WHEREAS**, Paterson Public Schools (the "District") has a need for certain professional services, to produce a Redistricting Plan that is based on data and results of a Demographic Study performed for the Paterson Public School District as a prerequisite for the update of the Five Year Long Range Facility update;

**WHEREAS**, the Redistricting Plan will analyze the existing attendance zones in the District, geocode (physically match) students to their home locations by address and include the information on a map showing attendance zones and school locations, including private providers and charter schools,

**WHEREAS**, the term "professional services" is defined in N.J.S.A. 18A:18A-2 to mean services performed by a person lawfully practicing a regulated profession that requires advanced knowledge which is acquired through a formal course of specialized instruction, other than general academic instruction or apprenticeship and training, or services necessary to provide original and creative goods or services in a recognized field of artistic endeavor;

**WHEREAS**, the District has determined to acquire such services through a non-fair and open contract in accordance with N.J.S.A. 19:44A-20.4 and 20.5, and without public advertising for bids pursuant to N.J.S.A. 18A:18A-5;

**WHEREAS**, the anticipated term of this contract will not exceed 12 consecutive months, pursuant to N.J.S.A. 18A:18A-42;

**WHEREAS**, DMR Architects has submitted a proposal offering to provide such services for a total price that will not exceed \$72,050; and

**WHEREAS**, DMR Architects has completed and submitted a Political Contribution Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the District in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education authorizes the Superintendent to enter into a contract with DMR Architects for professional services, in an amount not to exceed \$72,050 for the 2020-2021 school year; and

**BE IT FURTHER RESOLVED**, that notice of the award will be published within 20 days in an official newspaper stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the board of education, pursuant to N.J.S.A. 18A:18A-5(a)(1) and N.J.A.C. 5:34-9.5.

### APPROVALS REQUIRED

1. Submitted by  6.11.2020  
Neil Mapp, Operations Officer of Facilities, Maintenance and Custodial Services Date

2. Approval by Divisional Administrator  6/13/20  
Superintendent, Deputy, Assistant Superintendent, or Business Administrator, etc. Date

<b>LEGAL DEPARTMENT USE ONLY</b>	Requires Board Approval	<input checked="" type="checkbox"/>	Does Not Require Board Approval	
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3. Verification by Legal Department  6/11/2020  
Date

Funds Available	Funds Not Available	Funds Not Needed	Non-Budget Item
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Account No. \_\_\_\_\_

4. Certification of Funds – Business Administrator  6/13/20  
Signature Date

5. Approval by Superintendent  6/15/20  
Date

6. Board Adoption Date \_\_\_\_\_ Resolution Number 6-17-20/54

Copies as follows:  
White-To Board Office    Green-To Deputy    Yellow-To Business Administrator    Pink-To #1    Gold-To #2



May 1, 2020  
**Rev. June 4, 2020**

Mr. Neil Mapp  
Executive Director of Facilities Management  
Paterson Public Schools  
200 Sheridan Avenue, 2<sup>nd</sup> Floor  
Paterson, NJ 07502

via email to: [nmapp@paterson.k12.nj.us](mailto:nmapp@paterson.k12.nj.us)

**Re: Paterson Public Schools  
Redistricting Study and Report  
DMR Project No. 4635**

Dear Neil:

DMR Architects' is pleased to provide this proposal for professional architectural services in connection with the above referenced project. DMR and our consultant are currently completing the Demographic Study for Paterson Public Schools which will identify changes in key demographics which impact changes in school enrollment and facility needs. Upon completion of this report, Paterson has requested DMR Architects assist the district in a redistricting plan.

**A. Project Understanding**

**DMR will continue to work with Ross Haber, Demographer to complete the redistricting study and final report.**

**Redistricting Study and Report**

The Paterson Public Schools currently have approximately thirty-six schools mixed grade level organization structures ranging from pre-Kindergarten through grade eight. There are 4 academies housing grades six through eight. There are also eighteen school designated as high schools including comprehensive high schools, vocational programs and an adult school. The total enrollment was 25,030 in 2017-18. In 2013-14 the total enrollment was 24,797. This was an increase of 233 students (this data is from the State Education website so at this point we consider it an approximation until we get confirmation from the District.

The redistricting component of this project will analyze the existing attendance zones for each of the existing schools in Paterson. The analysis will consider feeder patterns from elementary to middle to high school, school capacities, projected enrollments and other factors, including, but not limited to safe walk zones, natural geographical boundaries, highways and heavily traveled streets. We will also examine other factors including any implications for special education and, if needed, general education transportation. Our consultant will use our proprietary mapping software for this project. Our consultant's software

is built on an ArcInfo (ArcView) platform. ArcInfo is most widely used software platform by municipalities and government agencies. This software is an aid in doing redistricting and transportation work.

The process of redistricting is as follows:

- a) An address-based map will be used to geocode (physically match) students to their home locations by address. This data is taken from the Paterson student management system in Excel format. The data taken is based upon what the specific needs of the District are. These data points must have the student identification number, last name, first name, address, school attended and grade level. We also would recommend that gender, race, language spoke, LEP program, and special needs classification and program are included so that we can analyze locations of student by characteristics (which we would discuss with District personnel) in order to efficiently locate programs throughout the District.
- b) We add to the map the existing attendance zones based upon data that is available from the District. If the District has maps with the current attendance zones drawn, we will then transfer them to our map. If the District has the attendance zones as a physical list, we can draw the zones, but would lengthen the process. At the outset of the project we will review this data with the appropriate District personnel.
- c) We will add all the District Schools the map, including private providers and charter schools.

After processing the basic data, we will meet with the appropriate school district personnel to discuss and set criteria for the project. This will include, but not be limited to building capacity, room availability, targeted class size, program location and other criteria which may be established at the initial meeting with school personnel. We will present our findings to the Board of Education and will be available to discuss our findings with the Community Group forum. Our recommendations will include, but may not be limited to:

- Recommendations regarding changed attendance zones, including counts of students by grade and by program within any changes or revised attendance zones.
- Analysis and recommendations regarding feeder patterns between grade levels.
- Recommendations regarding the feasibility of grade level organizational changes.
- Analysis of the numbers and locations of students who would be impacted by recommended redistricted attendance zones or organizational changes.

*Deliverable:* One hard copy and a digital copy of the final recommended redistricting Plan.

**B. Responsibilities of the Client**

Paterson Public Schools shall arrange the necessary authorization to allow DMR, its agents, sub consultants and representatives to have access to the subject facilities and structures thereon at reasonable times throughout the term of this agreement.

Paterson Public Schools shall make arrangements to allow its other consultants, if applicable, to be available to DMR for consultation regarding proper coordination of the project.

Paterson Public Schools shall provide access to the NJDOE, LRFP to DMR representatives.

DMR assumes all planned and completed capital projects are in existing LRFP and will use this information to review scheduled work in existing buildings.

District to provide access in the form of an excel sheet from the Paterson student management system for Demographer to geocode (match students to their home locations by address.

District to provide map of existing attendance zones.

**C. Compensation**

Professional Service Fee for Basic Services described above is Not to Exceed Seventy -Two Thousand- Fifty Dollars (\$72,050.00). Hourly fees are as approved in RFP. Staff and hours listed below are for budgeting purposes. Actual time spent in each phase may vary and any unused budget line item in whole or in part may be carried into subsequent phases.

TITLE	RATE/ HOUR	HOURS	AMOUNT
Principal	\$195.00	24	\$ 4,680.00
Project Manager	\$170.00	100	\$17,000.00
Sr. PM / Associate	\$175.00	16	\$ 2,800.00
Project Architect	\$170.00	26	\$ 4,420.00
Production	\$120.00	40	\$ 4,800.00
Administrative Support	\$75.00	18	\$ 1,350.00
Consultant: Ross Haber (Demographer)			\$35,000.00
Reimbursables			\$ 2,000.00
<b>Redistricting Total</b>			<b>\$72,050.00</b>

**Compensation Terms:**

(1) DMR Architects and their consultants will be paid for actual services performed under this contract in the event of cancellation.

(2) 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.

(3) 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.

(4) Reimbursable Fees will be equally divided per phase.

**D. Additional Service Fees:**

Additional Services are not included as Basic Service under this Agreement, and may be provided if authorized by both the Owner and agreed to by DMR. In addition, Additional Services include those activities expressly excluded under Basic Services. Such Additional Services may include, but are not necessarily limited to those services listed below.

**Architectural/Engineering services other than specified above**

- Services and documentation required to seek approvals of agencies other than noted
- Modifications and/or additions to existing Paterson Public schools
- Attendance at meetings seeking agency approvals beyond those provided as Basic Service
- Identification, assessment and / or abatement, remediation of hazardous materials, toxic materials and / or environmental contaminants to include, but not limited to asbestos containing materials, mold, lead paint, PCB containing equipment or fixtures, hazardous containing material ballasts, radon, formaldehyde, volatile organic vapors.
- Creating new floor plans of current school facilities if PDF's are not provided by district
- Additional buildings owned and/or operated by the Paterson School District not named in Basic Services.
- Updates to the Long-Range Facility Plan

Additional Services outside the scope set forth herein shall be billed on an hourly basis in accordance with the following schedule of rates:

	Hourly Rates
Principal	\$195
Senior Project Manager	\$175
Senior Interior Designer	\$175
Senior Project Manager	\$175
Project Manager	\$170
Project Architect	\$170
Project Planner	\$150
Director of Construction Administration	\$170
Construction Administration Technician	\$100
Junior Architect	\$120
Director of Business Development	\$160
Marketing Director	\$160
Administrative Support	\$ 75

The indicated rates shall be updated on a yearly basis to accommodate inflation and employee rate increases. For any professional consultant required to be retained by DMR Architects, other than the MEP Engineer included within the Basic Service Fee, DMR Architects will invoice the Owner at the consultant's fee plus twenty percent.

#### **E. Schedule**

DMR Architects and Paterson Public Schools will develop a mutually acceptable project schedule. Basic Services will begin upon acceptance of this Agreement, and will proceed until completion of the project. It is DMR's understanding that the district would like to start this work on or about May 2020.

#### **F. Other Conditions**

This Agreement assumes that approving agencies are limited to the Paterson Board of Education and includes meetings and preparation of documents needed for approvals by same. Meetings and coordination required to seek approvals of any other agencies are not included as Basic Services, but can be provided at Owner's request as Additional Services.

#### **G. General Terms**

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

Ownership and reuse of documents:

- 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 Client 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 Client's sole risk and without liability or legal exposure to DMR Architects. The Client 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 there from.
- The Client will indemnify or hold DMR harmless against unauthorized reuse and unauthorized changes to the documents. If DMR is terminated for cause, after appropriate notice to cure and DMR has not cured their default and after payment of all fees earned as of the date of termination, DMR will relinquish ownership of the drawings. However, if DMR is terminated without cause or for convenience, DMR maintains the ownership of the drawings.

**H. Limitation of Liability and Indemnification**

DMR Architects total liability to the Client shall be limited to its fee for professional services for the Project for injury or loss to the Client arising from an action, damage, claim, demand, judgment, loss, cost, or expense against the Client as a result of the DMR Architects' negligent actions, errors or omissions. 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 Client or the Client'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 the DMR Architects.

**I. Agreement**

Signing this proposal authorizes DMR to initiate the project and proceed with the agreed services and shall bind the parties to the terms and conditions hereof. Fees and conditions represented in this proposal are applicable for 60 days from date of proposal.

**J. Acceptance**

This Agreement is entered into, effective as of the first date written above by the following signatories who confirm that they are legally empowered and authorized to execute this Agreement.

Very Truly Yours,

*Donna Coen O'Gorman*

Donna Coen O'Gorman, AIA  
Project Manager

**Architect:** DMR Architects

Signature: *Donna Coen O'Gorman* Date: June 4, 2020

Name/Title: Donna Coen O'Gorman, Project Manager

Client: **Paterson Public Schools**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title:

*BJ*

Cc: Lloyd Rosenberg-DMR