



ARCHITECTURE
PLANNING
ENGINEERING
INTERIORS
CONSULTING

August 14, 2017

Ms. Susan Press
Business Administrator
North Hunterdon – Voorhees Regional High School District
1445 Route 31 South
Annandale, New Jersey 08801

Re: PROPOSAL
North Hunterdon-Voorhees Regional High School District
Long Range Facility Plan Update

DMR Project No. 4003

Dear Ms. Press:

DMR Architects is pleased to submit this proposal to provide architectural services in connection with North Hunterdon-Voorhees Regional High School District Long Range Facility Plan (LRFP) Update.

A. Project Understanding:

It is our understanding that the Department of Education has requested your Long Range Facility Plan be updated. NJDOE Requires an updated LRFP every five (5) years from the date of last approval.

As the LRFP reporting system requires various types of analysis, DMR will meet with the District to determine the type of analysis needed to reach the appropriate conclusions of facility needs for the next five years. This analysis would provide the District with the necessary information to arrive to conclusions concerning enrollments, the disposition and development of sites, buildings, and program spaces, and estimated project costs. The analysis will also help the District to determine if major facilities improvement projects or school restructuring is required. To make the LRFP a successful plan, DMR will work with the district to address both educational adequacy and facility issues.

B. Basic Services:

The following activities will be undertaking as part of DMR's Scope of work relative to the above referenced project.

1. Conduct a field investigation at each school to assess any changes to the existing inventory (site, school, rooms, etc.);
2. During this field investigation DMR and our MEP consultant, Strunk Albert will also assess the District's inventory for deficiencies and prepare a list of deficiencies to be reviewed with the District which will ultimately become Systems Projects within the District's LRFP;
3. DMR will review with the District the DOE's projected enrollment for the District, and review and modify the submission as required;



Ms. Susan Press
North Hunterdon-Voorhees Regional High School District
LRFP Update - Proposal
Page 2 of 6

4. Work with the District to identify and list proposed school facilities projects and other capital projects, Including scopes of work;
5. Modify existing floor plans and site plans prepared previously for the 2005 LRFP based upon revisions to the District's inventory identified during the field investigations;
6. Input the information into the NJDOE website.
7. Print and compile the finished reports.

C. Responsibilities of the client:

NHVRHSD 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.

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

D. Compensation

DMR Architects' professional services fee for the Services stated above shall be Thirty two Thousand Six Hundred Dollars (\$32,600.00) for the North Hunterdon High School and Voorhees High School.

This proposal includes:

PHASE	FEE
Field Investigation (Architectural and MEP)	\$12,000.00
Projected Enrollment	\$ 1,800.00
Deficiency Report (including order of magnitude cost)	\$10,500.00
DOE - Data Input and Submission	\$ 2,800.00
Modify Existing Floor Plans	\$ 3,500.00
Reimbursables	\$ 2,000.00
TOTAL	\$32,600.00

Progress Payments:

DMR will invoice on a monthly basis. Basic Service Fees will be based on percentage of work performed. Reimbursable Fees will be equally divided per phase.

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



Ms. Susan Press
North Hunterdon-Voorhees Regional High School District
LRFP Update - Proposal
Page 3 of 6

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 NJDOE
- 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.
- Site safety and security conditions.

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
Construction Administration	\$170
Project Manager	\$180
Project Designer	\$175
Project Architect	\$170
Architect	\$170
Draftsperson	\$160
Interior Designer	\$170
Marketing Public Relations	\$160
Junior Draftsperson	\$120
Construction Administration Technician	\$100
Administrative Support	\$ 75
Clerical	\$ 70

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.



Ms. Susan Press
North Hunterdon-Voorhees Regional High School District
LRFP Update - Proposal
Page 4 of 6

D. Schedule

DMR Architects and NHVRHSD will develop a mutually acceptable project schedule. Basic Services will begin upon acceptance of this Agreement, and will proceed until completion of the Project.

E. Other Conditions

- This Agreement assumes that approving agencies are limited to the NJDOE 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.

F. General Terms

- This proposal will be valid for 30 days. DMR Architects reserves the right to review and if necessary revise fees and time schedules after that time.
- DMR Architects and their consultants will be paid for actual services performed under this contract in the event of cancellation.
- Payments 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 pursuant to the Prompt Payment Law. The parties agree to mediation or arbitration in connection with fee and / or payment disputes.
- 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 Client and payment for actual services rendered is due despite suspension or termination unless services are caused by the termination of these agreements by either party.

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.



Ms. Susan Press
North Hunterdon-Voorhees Regional High School District
LRFP Update - Proposal
Page 5 of 6

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.

G. 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.

H. 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.



Ms. Susan Press
North Hunterdon-Voorhees Regional High School District
LRFP Update - Proposal
Page 6 of 6

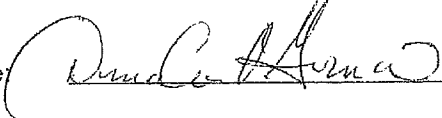
I. **Acceptance**

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, AIA
Project Manager

Architect: **DMR Architects**

Signature:  Date: August 14, 2017
Name/Title: Donna Coen O'Gorman
Project Manager

Client: **North Hunterdon-Voorhees Regional High School District**

Signature: _____ Date: _____
Name/Title: _____

Cc: Lynn Baumeister, NHVRHSD
Lloyd A. Rosenberg; DMR Architects