



ARCHITECTURE
PLANNING
ENGINEERING
INTERIORS
CONSULTING

July 26, 2017
Ms. Susan Press
Business Administrator
North Hunterdon – Voorhees Regional High School District
1445 Route 31 South
Annandale, New Jersey 08801

Proposal: Administration Building
New Above Ground Storage Tank

Project Type: Non-Educational Capital Project
DMR Project No. : M2017-100

Dear Ms. Press:

DMR Architects is pleased to provide this proposal for professional Architectural, Civil, and Structural and MEP Engineering services in connection with the above referenced project.

A. Project Understanding

We understand the North Hunterdon-Voorhees School District engaged Independence Constructors to remove the existing underground storage tank. The district is requesting DMR Architects design the proposed two new above ground storage tanks to service the Administration Building. The scope of work will also include survey, design of a new concrete slab, fence and connections to the existing boiler. This proposal also includes submission to the DOE and preparation, submission and testimony to the Clinton Planning Board.

This is a Non-Educational Capital Project that is included in the current year school budget.

B. Scope of Architect and Engineering Basic Services:

DMR Architects' Basic Services are provided herein below. DMR Architects' will perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. The Architect shall cooperate with those consultants retained by the Owner and the Owner's consultants.

C. Architectural Basic Services:

• Survey/ Field Verification/Schematic Design Phase Services

DMR Architects and our consultants shall verify existing conditions in the field and prepare Schematic Design Documents for the Project Owner's approval. The Schematic Design Documents shall consist of preliminary drawings and other documents. DMR Architects shall submit the Schematic Design Documents to the Project Owner, and request the Project Owner's approval.



- **New Jersey Department of Education Submission**

Based on the Project Owner's approval of the Schematic Design, DMR Architects shall prepare Schematic Design Documents for submission to NJDOE consisting of the following:

- o This Phase requires a Resolution from the BOE
- o Preparation and Submission of the Schematic Application to NJDOE

We understand that the project will be submitted to the Local Building Official in lieu of NJDCA Code for review, therefore the signature of the local Building Official will be required on one of the forms

This will require a fee to NJDOE which is not yet determined.

- **Construction Document Phase Services**

Based on the Project Owner's approval of the Schematic Design Documents, and on the Project Owner's authorization of any adjustments in the Project requirements and the budget for probable construction cost estimate, DMR Architects shall prepare Construction Documents for the Project Owner's approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the probable construction cost estimate. The DMR Architects shall update the estimate for the probable construction cost estimate. DMR Architects shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the probable construction cost estimate and obtain the Project Owner's approval.

- **MRESC Phase**

It is our understanding the district has retained Independence Constructor's to procure and install the above ground tanks. This phase shall consist of reviewing documents with the selected Vendor. DMR Architects shall assist the Project Owner by preparing responses to questions and providing clarifications and interpretations of the Construction Documents to the selected vendor.

- **Construction Administration Phase Services**

DMR Architects shall advise and consult with the Project Owner during the Construction Phase Services. DMR Architects shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, nor shall DMR Architects be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

DMR Architects responsibility to provide Construction Phase services commences with the execution of Contract for Construction (not a Notice to Proceed) being fully executed by the Project Owner and the Contractor, and



terminates thirty days after the issuance of temporary certificate of occupancy by the local building official / substantial completion.

DMR Architects shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits DMR Architects shall keep the Project Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Project Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

DMR Architects shall review and certify the Contractor's Applications for Payment for the amounts due the Contractor. The Architect's certification for payment shall constitute a representation to the Project Owner, based on DMR Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of DMR Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents for Payment.

DMR Architects' review and processing of the Contractor's submittals such as Shop Drawings, Product Data and Samples, is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

DMR Architects shall review and respond to Requests for Information regarding the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. If appropriate, DMR Architects shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

DMR Architects shall conduct observations to determine the date or dates of Substantial Completion and issue a Certificate of Substantial Completion. When the Work is found to be substantially complete, DMR Architects will perform a site visit and develop a punch list. DMR Architects shall inform the Project Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Project Close-Out Sub-Phase Services commences with the date of Substantial Completion and runs for a total of thirty (30) days. During this time, DMR Architects shall use good faith to have the Contractor close-out the Project. DMR Architects shall forward to the Project Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds



indemnifying the Owner against liens; (3) any other documentation required of the Contractor under the Contract Documents; (4) written warranties and related documents required by the Contract Documents.

DMR Architects will conduct one follow-up site visit to review the completed punch-list items to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted by the Contractor of Work to be completed or corrected.

In the event that the Contractor has not fully closed out the project within thirty days of the date of Substantial Completion, DMR Architects' on-going effort will be as an Additional Service.

D. Basic Service Fee Compensation:

1. Professional Service Fees for Basic Services described above shall be as follows:

Survey/Field Verification	\$ 3,500.00
Schematic Design	\$ 1,500.00
Construction Documents	\$ 3,000.00
MRESC	\$ 1,000.00
Construction Administration	\$ 1,500.00
Planning Board Preparation, Application/ Testimony*	\$ 4,500.00
Reimbursable Expenses**	\$ 1,000.00
Total Fee	\$16,000.00

*Fee does not include any costs associated with the Board Attorney's fees.

**Reimbursable Expenses, billed at 1.1 times cost, includes Cost of plotting documents, reproduction and printing, faxes, postage, express mail, plotting, printing and reproduction and travel reimbursement.

Does not include renderings and models requested by the Client and required for public presentations and Agency fees which are to be paid directly by Owner.

E. Progress Payments:

DMR will invoice the Project Owner on a monthly basis. Invoicing will be based on percentage of work performed. Payment is due 10 days after next Board Meeting subsequent to invoice submission upon receipt of Architects' invoice.

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DMR will invoice the Project Owner on a monthly basis. Fees will be based on percentage of work performed. Payment is due upon receipt of Architects' invoice.



F. Additional Services:

Additional Services are professional services not expressly set forth in the Basic Services, to be performed by DMR Architects or a consultant to DMR Architects, and also include those services that are excluded / limited as set forth in the Basic Services. Additional Services may be provided if authorized by the Project Owner and agreed to by DMR Architects. Such Additional Services may include, but are not necessarily limited to those services listed below:

- Cost Estimate
- Multiple Preliminary Designs
- Value Engineering / Analysis.
- Services and documentation required to seek approvals of agencies other than the local building department and NJDOE.
- Hazardous Materials Assessment, Investigation, Remediation.
- Modifications to plans or specifications subsequent to same having been approved by the Project Owner or an approving agency.
- Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the contract for construction.
- Providing services in evaluating an extensive number of claims submitted by the contractor or others in connection with the contractor's work.
- On-Site Project Representation / Construction management

Additional Services will be performed for a mutually agreeable fixed fee set forth in a fully executed amendment to this Proposal or on a time (hourly) and expenses basis in accordance with the following schedule of rates:

DMR HOURLY RATES

Principal	\$195
Project Manager	\$180
Construction Administration	\$170
Interior Designer	\$170
Project Architect	\$170
Draftsperson	\$160
Junior Draftsperson.....	\$120
Administrative.....	\$ 75

Reimbursable Expenses.....Cost x 1.1



G. Construction Cost / Project Owner Budget

DMR Architects cannot and does not warrant any estimated pricing or probable construction cost information developed for the Project. Any review and/or evaluation by the DMR Architects of cost data and budget estimates made by others shall not be interpreted as DMR Architects' approval and/or ramification of such cost, budgets or estimates.

H. General Terms

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

I. Suspension of Services

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

J. Ownership and Reuse of Work Product / Photographs / Artistic Representations

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 Project Owner 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 Project Owner's sole risk and without liability or legal exposure to DMR Architects. The Project Owner 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 from the unauthorized reuse and / or unauthorized changes to the Documents.



DMR Architects shall have the right to include photographic or artistic representations of the constructed project as related to the design of the Project among DMR Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project in order to obtain such representations. The Project Owner shall provide professional credit to DMR Architects in the Project Owner's promotional materials for the Project.

K. Limitation of Liability and Indemnification / Statute of Limitations

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

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion (i.e., issuance of a temporary certificate of occupancy or other point in time deemed to be that the project is substantially complete) for acts or failures to act prior to Substantial Completion or the date of issuance of the final Certificate of Payment to the contractor for acts of failures to act occurring after Substantial Completion. In no event shall the statute of limitations commence to run any later than the date when DMR Architects' services are substantially complete.


L. Agreement

The execution of this proposal by authorized representative of the Project Owner will bind the Project Owner to the terms and conditions of this proposal and upon being fully executed, will allow DMR Architects to commence its services. The individual executing below represents and warrants that they are authorized to bind the Project Owner to the terms and conditions of this proposal. In the event that the Project Owner desires a formal AIA agreement or similar agreement, the parties shall negotiate same in good faith and upon being fully executed, shall supersede this signed proposal. Until such time, this fully executed proposal shall remain in full force and effect and bind the parties. Notwithstanding the foregoing, the basic provisions of the terms and conditions of this proposal shall not be ended in a subsequent written agreement.

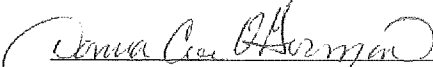


Ms. Susan Press
July 26, 2017
Page 8

Very truly yours,


Donna Coen O'Gorman, AIA

Architect: DMR Architects

Signature:  Date: July 27, 2017
Name/Title: Donna Coen O'Gorman, Project Manager

Project Owner / Client: North Hunterdon-Voorhees Regional High School District

Signature: _____ Date: _____
Name/Title:

Cc: Lloyd Rosenberg
File