



July 19, 2017 rev. 1 Phase 1 - Assessment

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

Re: PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES
Pedestrian Bridge Investigation/ Assessment @
Voorhees High School
Glen Gardner, New Jersey

PROJECT TYPE: Non-Educational Capital Project
DMR Project No. 3871

VIA EMAIL: spress@nhvweb.net

Dear Ms. Press,

DMR Architects is pleased to present to you our proposal for architectural and engineering services for repairs to the pedestrian bridge and adjacent areas associated with deteriorating conditions.

Upon a preliminary review of the structure, as discussed, DMR is recommending a investigation of the bridge and adjacent areas is necessary to develop a comprehensive plan for repairs.

This proposal is for PHASE 1, the investigation and report. Upon completion of the investigation and report DMR will provide a proposal for design of the agreed upon scope.

A. PROJECT UNDERSTANDING (Phase 1)

The pedestrian bridge at Voorhees High School has been experiencing long term water infiltration which has led to deterioration of concrete, steel, electrical, and ceiling components of the structure.

B. SCOPE OF WORK

Areas requiring investigation and repair are as follows:

- Pedestrian Bridge;
- Suspended Ceiling throughout the underpass;
- Exterior Wall Areas at the old salt storage area;
- Shed roof structure located between the bridge and supply storage room;
- Supply Storage room adjacent to the old salt storage area;
- Equipment Storage area underneath the bridge.

At a preliminary site visit, general observation of the following components were identified as needing repair:

1. Structural steel columns – expansion and flaking of the steel.
2. Structural steel connections – extensive rusting at connection plates and bolts.

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3. Metal deck - formation of holes and deterioration in several locations.
4. Concrete deck - deterioration of the concrete in several locations.
5. Failed and missing sealants throughout.
6. Electrical lighting and components are non-functioning.
7. Suspended metal ceiling has been removed due to failing conditions.
8. Failing siding at supply storage area.
9. Concrete slab on grade - minor repairs.
10. Metal Stud - deterioration of several metal studs will require replacement.
11. Wood Roof decking - may need replacement.
12. Wood wall sheathing - may need replacement.
13. Missing flashings.
14. Open Wall conditions.
15. Coping - between wall and bridge needs repair.

C. INVESTIGATION AND REPORT

DMR Architects along with our structural engineering consultant will provide an on-site field investigation and a comprehensive review of the existing bridge structure. Field notes, and photos will be taken during the investigation and existing conditions verified. Coring samples (by others) of the concrete deck will be taken for review.

DMR Architects will provide a comprehensive report which will identify and address:

- Existing conditions
- Observations
- Failing conditions
- Recommendations with a priority of repairs.
- Probable Cost of Construction
- Preliminary project schedule

PROBE CONTRACTOR (Excluded from Proposal)

A comprehensive investigation of this type will require the services of a general contractor to perform invasive probes and coring. Repair of the probed areas will be required.

DMR Architects requests that North Hunterdon-Voorhees Regional School District provide a separate purchase order directly to the contractor to perform the work necessary during the investigation.

The probe contractor must provide the necessary tools and equipment to perform all probes and repair of the probes. The probe contractor must also provide man lift equipment to provide safe access to the underside of the bridge, suspended ceiling, shed roof, and both storage areas by the architects and engineers. DMR representatives will be on site during the probes to inspect areas and allow contractor to repair.

TESTING (Excluded from Proposal)

Sampling and testing of sealants and mastics will be required to detect any materials that are required to be abated by law. DMR Architects requests that North Hunterdon-Voorhees Regional School District provide a separate purchase order directly to a testing company to perform the work necessary during the investigation.

ACCESS

Clear access to the bridge, storage areas, and existing suspended ceiling will be necessary to perform the investigation. Some of the equipment and shelving in the storage areas will need to be temporarily moved by the District to allow access to all areas being investigated.

D. BASIC SERVICE FEE COMPENSATION PHASE 1

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

Field Verification/Observations	\$ 1,500.00
Structural Assessment	\$ 2,000.00
Report / Recommendations	\$ 3,500.00
Probable Cost of Construction	\$ 1,200.00
Reimbursable Expenses	\$ 750.00
Fee	\$ 8,950.00

2. 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.

E. 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:

- 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	\$160
Project Manager	\$145
Interior Designer	\$145
Project Architect	\$125
Draftsperson	\$120
Junior Draftsperson.....	\$ 79
Administrative /Clerical	\$ 55
Reimbursable Expenses.....	Cost x 1.1

*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

F. 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.

G. 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.

H. 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.



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I. 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.

J. 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.

K. Agreement

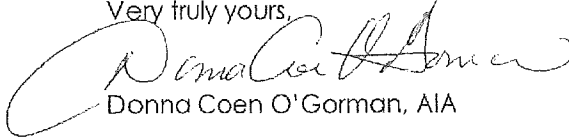
The execution of this proposal by authorized representative of the Project Owner will bind the Project Owner to the terms and conditions of this proposal and upon being fully executed, will allow DMR Architects to commence its services. The individual executing below represents and warrants that they 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



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of the terms and conditions of this proposal shall be included in any subsequent written agreement.

Very truly yours,


Donna Coen O'Gorman, AIA

Architect: DMR Architects

Signature:  Date: July 19, 2017
Name/Title: Donna Coen O'Gorman, AIA

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

Signature: _____ Date: _____
Name/Title: _____

Cc: Lloyd A. Rosenberg; DMR Architects

cc: William Mowery, Director of Facilities
Daniel Salazar, DMR