



ARCHITECTURE  
ENGINEERING  
CONSTRUCTION

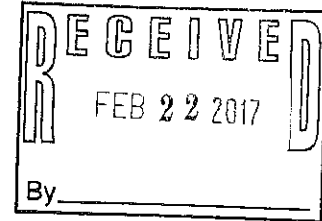
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17 February 2017  
7046-9830

**Via Email (gbrennan@twpunionschools.com) and Mail**

Mr. Gregory E. Brennan  
School Business Administrator/Board Secretary  
Township of Union Public Schools



**Re: Proposal for Architectural and Engineering Services  
Window Replacement at Union HS, Burnet MS and Livingston ES**

Dear Mr. Brennan:

EI Associates is pleased to submit this proposal to the Township of Union Public Schools to provide professional architectural and engineering services covering Window Replacement at specific locations at Union HS, Burnet MS and Livingston ES. From information gathered during our 15 February 2017 site visit and discussions with Barry Loessel, Directors of Building and Grounds, we clearly understand the objectives of the District. We are confident that we are well qualified to execute this project on your behalf. This proposal covers Phase I Schematic Design and NJDOE Submission, Phase II Detailed Design and Phase III Bidding and Construction Phase Services. Thank you for this opportunity to assist Township of Union Public Schools.

EI Associates has been providing professional design services to the K-12 educational community for over 73 years. We have a highly integrated and professional in-house staff of educational planners, architects and engineers of all disciplines to support all of your facility and program needs. We have successfully completed similar window replacements for several school districts including Summit, Mendham, Little Falls, Metuchen, Demarest and South Orange and Maplewood. Our team is well qualified and we are prepared to commence work promptly on this assignment following receipt of a Board resolution making reference to this proposal.

**PROJECT DESCRIPTION**

The District intends to replace the existing Gym windows at Union High School, Gym and classroom #138B windows at Burnet Middle School and Gym and cafeteria windows at Livingston elementary. The existing windows have exceeded their useful life expectancy. The new windows will match the existing configuration and will have a combination of fixed and awning projection units along with insulated panels. The new windows will be dual glazed. The work will include all associated painting and finishing of interior trims and surfaces affected by the window replacement, all three schools Gym windows will be replaced with Kalwall translucent wall systems panels.

Since all of the construction work is directly related to window replacement we propose to prepare one bid package for one general contractor to coordinate and implement all of the work. To assist the District with implementing window replacement as described above, we have outlined a 3-phased project approach as follows:

Phase I – Schematic Design and NJDOE Submission  
Phase II – Detailed Design  
Phase III – Bidding and Construction Phase Services

### **SCOPE OF PROFESSIONAL SERVICES**

EI Associates proposes to provide professional services as follows:

#### **Phase I - Schematic Design and DOE submission:**

1. Conduct an initial meeting with District personnel to review available information and determine the specific project goals.
2. Conduct field investigations to determine existing conditions. Document our visit with digital photographs.
3. Obtain from the District and perform a review of the available facility plans, drawings and documents. We will utilize the provided drawings and surveys to prepare all of our work.
4. The District will retain a qualified consultant to perform hazardous materials testing of the subject window and associated areas of work. The District will provide a copy of the hazardous materials report, and if required, a copy of abatement design documents, to EI Associates to append to the contract documents for bidding.
5. Develop a conceptual scope of construction work for the proposed window replacement.
6. Prepare a budgetary estimate of the project costs of construction.
7. Review the conceptual scope of construction work and estimate with District personnel.
8. Incorporate minor District requested revisions as necessary. Produce a firm scope of work for the Schematic Phase.
9. Prepare a project schedule.
10. Submit plans to NJDOE for Approval.

#### **Phase II - Contract Document Phase:**

In order to expedite the design work we propose to progress the Contract Documents simultaneous with the preparation of the Schematic Design work. We proposal to proceed as follows:

1. Develop detailed design drawings and specifications and review them with the District to obtain comments and suggested changes.
2. As requested by the District, incorporate any additional modifications to our plans and specifications.
3. Prepare a set of 100% complete Contract Documents in sufficient detail for competitive bidding of the project. Append hazardous materials abatement design documents provided by the District.
4. Provide plans and specifications to the District for submission to the local code official for permits.
5. Prepare the bid notice and non-technical contract documents covering items such as the form of contract, insurance requirements, etc. for the Board's attorney review. The District will be responsible for placing the notice in the local paper.

#### **Phase III - Construction Administration Phase:**

1. Conduct a pre-bid meeting with potential bidders. Provide necessary clarification and prepare minutes of the meeting.
2. Develop an Addendum to clarify the bid documents as necessary.

3. Attend the bid opening, analyze bids, contact contractor references, prepare the bid tabulation form and in conjunction with the District, review the proposals for the apparent low bidder(s).
4. Prepare the contract between the successful Contractor and the District for the Board's attorney review. Contractor's notice to proceed will be provided by the District.
5. Review contractor submittals as specified in the Contract Documents for conformance with the drawings and specifications.
6. Visit the site to observe the progress of work in order to perform technical reviews of the construction, address any technical questions regarding the design and, review the progress of the work and contractor requisitions for payment. EI will prepare a field report for each site visit. We have budgeted a total of three site visits to the schools for this project. The number of site visits can be increased or decreased to accommodate the District's needs. Additional site visits will be invoiced in accordance with the enclosed billing rate schedule.
7. With input from the District, EI will review the project construction schedule prepared by the Contractor for compliance with the project schedule.
8. Provide technical support to resolve technical issues in the field, and to clarify the intent of the design and technical specifications. Respond to technical RFI's.
9. Upon receipt of the contractor's punch list, prepare one final punch list.
10. Perform a final technical inspection of the work upon notification by the Contractor that the work is 100% complete.
11. Review project closeout documents and recommend final payment amounts.

Please note that this does not represent that EI personnel will be managing the construction of the project. Full construction management services can be provided by EI, if so desired, for additional compensation.

### **SCOPE OF WORK NOTES**

Our proposal is based upon the following assumptions and qualifications:

1. This proposal covers the scope of professional service described above. In the event that substantial deviations from the proposed scope of work described occur or that client-oriented revisions requiring engineering redesign occur, additional engineering fees may be required.
2. This proposal is based on Township of Union Public Schools obtaining the required construction permit from the Township of Union Building Department. Submission to NJDCA is not covered.
3. The design will be primarily based on the existing information available (drawings, audits, etc.) and visual data collected during our on-site visits. Our on-site investigation will be limited to information visible without destructive testing and/or exploratory measures. These services, if required, will be provided and paid for by the Township of Union Public Schools or can be provided by EI as an additional service for an additional fee as authorized by the District.
4. EI's scope of work and fee does not include design for or remediation of hazardous materials, such as asbestos. Mitigation of hazardous materials is the exclusive responsibility of the Township of Union Public Schools.
5. The contract for construction is between the District and the contractor. EI Associates and our representatives are not responsible for, nor have authority or control over, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work as this is the sole responsibility of the contractor(s) performing the work.

6. EI Associates services cover one bidding cycle and award of the entire window replacement scope of work to a single general contractor. Multiple bid cycles and bid packages can be provided as an additional service for an additional fee if required.
7. EI's compensation proposal includes the following project expenses:
  - Travel to and from Township of Union Public Schools.
  - Reproduction costs for internal and District review sets of prints.
  - Up to 8 sets of sealed and signed documents for NJDOE and building permit Submittal plus two sets of plans for District use.
  - One electronic disc of the construction documents. The files on the electronic Disc will be in pdf format.
  - Miscellaneous copies and distribution of meeting minutes, etc., one copy per organization.
  - Normal correspondence and telephone communications.
  - Delivery of all the above documents will be via normal mail services. Overnight and express delivery will be provided at an additional charge.
8. Printing and distribution of documents for bidding are reimbursable expenses and are in addition to the stipulated sum. These expenses will be invoiced in accordance with the enclosed schedule of Charges for Reimbursable Expenses for Design Projects.
9. This proposal covers the scope of professional service described above. Additional services, including rebidding assistance and additional construction phase services will be provided on a time and expense basis as authorized by the Township of Union Public Schools.
10. EI Associates construction phase services described above will be provided for the anticipated eight consecutive week construction duration. Should the duration of construction extend beyond the anticipated 8 consecutive weeks, or project closeout extends beyond an additional 60 days, EI Associates construction phase services will be provided during the extended duration as an additional service for an additional fee as authorized by the Township of Union Public Schools.

### **COMPENSATION**

EI Associates proposes to provide professional services as described above in accordance with the following fee schedule:

#### **Phase I – Schematic Design and NJ DOE Submission**

The lump sum fee of Five Thousand (\$5,000) Dollars

#### **Phase II – Detailed Design**

The lump sum fee of Twenty Thousand (\$20,000) Dollars

#### **Phase III – Bidding and Construction Phase Services**

The lump sum fee of Eight Thousand (\$8,000) Dollars

Additional Project related expenses covering mail, printing and reproduction costs will be invoiced in accordance with the attached EI Charges for Reimbursable Expenses schedule. Invoices will be submitted monthly and will be due and payable within 30 days. The enclosed Business Terms shall apply to this project.

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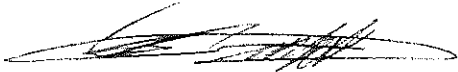
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Our staff is available to commence work on this assignment promptly following receipt of a Board Resolution making reference to this proposal. Should you require any additional information, please contact us and we will respond promptly.

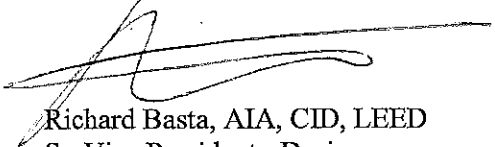
Thank you for this opportunity to assist the Township of Union Public Schools.

Very truly yours,

EI ASSOCIATES  
Architects &  
Engineers, PA



Ralph Nashed, AIA Assoc.  
Sr. Project Manager



Richard Basta, AIA, CID, LEED  
Sr. Vice President - Design

Encl. Reimbursable Rate Sheet  
Business Terms

Cc: Barry Loessel, Directors of Building and Ground  
EI Distribution

**EI ASSOCIATES**  
**BUSINESS TERMS FOR DESIGN PROJECTS**

I. **CONFIDENTIALITY**

This proposal is for the use of the addressee only and may not be duplicated nor made available to any third party.

2. **PROPOSAL DURATION**

Proposals presented by EI will remain effective for a period of 30 days. EI is always willing to discuss a mutually agreeable time extension.

3. **DELAYS**

Should any project be delayed by no fault of EI Associates, then there shall be an equitable fee adjustment to cover EI Associate's unanticipated extra costs.

4. **INVOICES**

a. **Invoices submitted monthly will be due and payable within 30 days.**

b. Any invoices not paid within 30 days of receipt, will be subject to interest charged at 1-1/2% per month of the unpaid balance.

c. If payments are not received within 60 days of receipt, our fee will be increased by 2%. In addition, EI Associates also reserves the right to suspend services under the contract and EI Associates will not be held responsible for resulting damages. The client will be responsible for the additional costs to demobilize and remobilize.

5. **LIMITATIONS OF LIABILITY**

EI Associates and its consultants will not be responsible for the correctness or accuracy of any information supplied by parties other than EI and its consultants. The aggregate EI Associates liability for damages resulting from its errors, omissions, or other causes, shall not be in excess of its fee. EI shall not render services relating to asbestos. Owner shall indemnify EI against all liability for damages arising out of handling of asbestos and any other hazardous materials.

6. **MUTUAL COVENANT**

EI and its clients mutually agree not to offer or accept for employment the employees of the other party for a period of six (6) months after completion of any assignment. Should either party hire employees of the other party, the hiring employer will pay the other party, a sum equal to one year's total compensation of the employee who is changing employer.

7. **OWNERSHIP OF DOCUMENTS**

Owner agrees not to reuse documentation prepared by EI Associates beyond the agreed upon scope of work without the written consent of EI Associates.

8. **EXPERT WITNESS TESTIMONY**

EI Associates will provide expert witness testimony services at the rate of \$800 per half day and \$1,400 per full day, plus reimbursable expenses as outlined above.

**EI ASSOCIATES**  
**CHARGES FOR REIMBURSABLE EXPENSES**

Expenses incurred in the interest of the project are charged at the following rates, or if not shown, at cost plus 15%.

1. Reproduction expenses as follows:

Digital Bond First Copy – 30 x 42	\$7.98 each
Digital Bond Print – 30 x 42	\$3.50 each
Digital Bond First Copy – 24 x 36	\$5.35 each
Digital Bond Print – 24 x 36	\$2.50 each
Photocopy – 8.5 x 11	\$0.18 per sheet
Photocopy – 11 x 17	\$0.35 per sheet
Color Copy – 8.5 x 11	\$2.00 each
Color Copy – 11 x 17	\$3.00 each
CAD Color Plot – 30 x 42	\$27.00 each
CAD Color Plot – 24 x 36	\$18.00 each
CAD Check Plot – 8.5 x 11	\$2.50 per plot
CAD Check Plot – 11 x 17	\$2.75 per plot
CAD Check Plot – 15 x 21	\$3.00 per plot
Staple Prints	\$1.50 per set
Wire or GBC Punch & Bind	\$11.55 set
Acco Punch & Bind	\$8.60 per set
Acetate 8.5 x 11	\$0.75 each
Scan to Disc	\$18.00 per dwg.

2. Downward conversion of latest version of AutoCAD to earlier version @ \$75 per drawing. Retrieval of archived information: base fee \$250.
3. Bind, purge, audit and publish AutoCAD files @ \$25 per drawing.
4. Fax at \$.50 per Page.
5. Automobile travel at \$.54 per mile. Travel involving airplanes, rental cars, hotels, etc. at cost + 15%.
6. Messenger and overnight delivery charges at cost + 15%.
7. Subconsultants such as geotechnical, surveying, asbestos remediation, and specialty consultants at cost + 25%.