



FRANK H. LEHR ASSOCIATES

A NJ Corporation – Certificate of Authorization No 24GA27950400
CONSULTING CIVIL ENGINEERS

May 20, 2019

Township of West Orange
25 Lakeside Drive
West Orange, NJ 07052

Attn: Leonard Lepore, PE

RE: Proposal for Engineering Services
Municipal Parking Yard No 8
Improvements
West Orange, New Jersey

Dear Mr. Lepore:

In accordance with your request, we are pleased to submit this proposal for Site Engineering services for the referenced project.

We have inspected the site and understand that the Township wishes to reconstruct Municipal Parking Yard No 8 located at 492 to 496 Pleasant Valley Way, Block 154.06, Lots 16 and 17. Included as part of this work is the replacement of the existing soldier pile and lagging retaining wall, which is currently failing. Also anticipated are new curbs, sidewalks aprons, and pavement; fencing; a solar powered pay station and utility company lighting upgrades.

Specifically, we propose to accomplish the following Professional services.

Survey

To engage the services of a licensed Land Surveyor to:

1. Provide a boundary and topographic survey of the subject property, extending 20 feet beyond the property lines.
2. Provide topography at 1-foot contour interval including spot elevations.
3. Locate the rear retaining wall, including top and bottom of wall elevations and the locations of the steel soldier piles.

The topographic survey shall be sufficient in detail to develop contours at 1-foot intervals and will indicate existing forestry, drainage structures, utilities and other essential features within the survey area.

Topographic information will be geo-referenced to the Vertical Datum NAVD88. The horizontal datum will be the New Jersey State Plane Coordinate System NAD83. Datums will be established by differential GPS via the NGS COR System. One-foot contour intervals will be



generated. Ground elevations will be shown to the nearest 0.1 foot, pavement, etc. will be shown to the nearest 0.01 foot.

The survey work will be prepared under contract with Borbas Surveying and Mapping LLC in accordance with basic ALTA/ACSM accuracy standards will include setting of outbound corners and be prepared in the NAVD 88 vertical datum.

Additional land acquisitions, vacations, easements, and resolving title encumbrances will be performed on an hourly basis, upon written authorization. This proposal does not include construction phase surveying services.

Design Development

During the Design Development phase we propose to perform the following services:

1. To inspect the site more thoroughly in order to determine site features which would impact or constrain design.
2. To evaluate the existing soldier piles to determine if consideration should be given to their re-use with a concrete lagging system or to design a new rear yard retaining wall of modular block or reinforced concrete. Note that the new wall system will need to incorporate a vehicle barrier.
3. To examine parking lot layout and determine if there is a more efficient layout and design the lot based on that layout.
4. To design new curbs, pavement, concrete sidewalk and aprons, wheel stops, striping and stall numbers.
5. To design new fencing in rear and side yards where necessary.
6. To incorporate and specify a new central pay station, solar powered, with credit card and data transfer capability.
7. To design and coordinate lighting improvements which may be via overhead lines by PSE&G.
8. To prepare bidding documents including:
 - a) A cover sheet with a key map, project data, Owner's information
 - b) A construction/grading plan indicating horizontal and vertical geometrical control, surface drainage, new retaining wall, new curbing, existing and proposed contours, and pavement surfacing and striping information.
 - c) A detail sheet including details of the wall, curbs, pavements, sidewalks, handicap ramps, aprons, traffic control signs, the central pay station, etc.



9. To prepare a Soil Erosion/Sediment Control Plan and the SE/SC application package. We assume that this will be submitted to the Soil Conservation District by the successful Contractor.

Contract Phase

During the Contract phase we will make final revisions to the plans as requested by the client. We anticipate that this will be a unit price contract based on NJDOT specifications. We propose to specifically accomplish the following Engineering services.

1. To incorporate revisions required by the review/approval process.
2. To prepare the bid package, including, Invitation to Bidders, Instructions to Bidders, Bid Form, Agreement, General Conditions, and Supplemental Conditions. Municipal Standard forms will be used.
3. To prepare technical specifications for the site work for inclusion in the project manual.
4. To furnish up to twenty copies of the bid documents for bidding purposes.
5. To attend a Pre-Bid Meeting, if desired.
6. To issue Addenda as appropriate to clarify, correct or change the Bidding Documents.
7. To assist you in reviewing and evaluating bids and prepare a recommendation if desired.

Construction Support

During this phase of the project, we will provide the following services as they relate to the site design. During this phase we propose:

1. To make up to 4 visits to the site at intervals appropriate to the various stages of construction in order observe the quality and progress of the Contractor's work.
2. To prepare and issue drawings sketches or specifications to clarify changes in work due to changed job conditions.
3. To review site related shop drawings for conformance with the information given in the Contract Documents and compatibility with the project design concept.
4. To prepare a punch list for the site work including two inspections to verify completion of punch list items.



We anticipate duration of the site construction to be approximately 3 months.

Fees:

Our fees for the above design phase work will be as follows:

A. Survey	LUMP SUM	\$ 3,900.00
Set Corners as required, (6 corners @ \$150/ea)	LUMP SUM	900.00
B. Design Development	LUMP SUM	9,800.00
C. Contract Phase	LUMP SUM	4,200.00
D. Construction Support	LUMP SUM	3,200.00
E. Expenses (reproductions)	BUDGET	<u>1,500.00</u>
	ESTIMATED SUBTOTAL	<u>\$23,500.00</u>

Redesign work and any other additional services requested will be accomplished at the hourly rates shown on the attached Schedule of Fees for Professional Services.

All out of pocket expenses (e.g. overnight shipping charges, reproductions, ordinances, photographs, etc.) will be billed at cost plus 10 percent. All filing fees, application fees, permit fees, etc. are excluded from our fee and must be paid directly by others.

Invoices will be issued on a net receipt basis and payment of invoices must be made no later than 30 days after receipt of our invoice. We reserve the right to suspend or terminate work in an invoice is not paid after 60 days.

We will invoice you periodically during the course of the work based on percent complete.

We are excluding any work related to signalization, traffic studies, and off-site improvements. It may be necessary to retain a Traffic Consultant to address traffic issues.

NJDEP permitting is not anticipated or included in the quoted fee. Also excluded is preparation of Environmental Impact Assessments, traffic counts and studies, and landscaping design.

The following items are also specifically excluded:

- Construction layout surveying
- Earth retaining structures greater than 6-feet in height
- Closing/removal of Underground Storage Tanks, if any.
- Property acquisitions and/or acquisition surveys.
- Environmental investigations and evaluations (Phase I/II).



- Construction Inspection Services. It is our understanding that this work will be covered under a separate Contract.

Notifications of adjoining property owners is not included since this work is more easily accomplished by others.

Our office uses Autodesk Civil 3D (R2019/2020) as tool for production of project drawings. As such, computer files generated are considered works-in-progress, and may not contain all the information found on the final drawings.

In the event computer files are issued and a discrepancy is found between the computer file and the hard copy, the hard copy shall prevail. Drawings and computer files are to be considered instruments of service, and as such their use shall be restricted to this project.

This proposal is valid for 60 days from the issue date and assumes a total project duration less than 1 year. In the event that construction of the project is not substantially complete by June 1, 2020, the Professional fees for all basic services not yet performed will be adjusted to reflect all Cost of Living increases, reflected in the Consumer Price Index, New York/New Jersey Region Urban Consumers, since the date the respective proposal was authorized.

Frank H. Lehr Associates (FHLA) will not be responsible for the Contractor's means, methods, techniques, sequences or procedures, or the safety precautions and programs incident to the Contractor's work, sequences or procedures selected by the Contractor for safety precautions and programs incident to the Contractor's work and FHLA will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's performing and furnishing of Work.

FHLA will not be responsible for the act or omissions of the Contractor or any Subcontractors or any of his or their agents or employees or any other person at the site or otherwise performing any of this work.

Engineering and surveying services shall be performed within the limits of this proposal and subsequent amendments thereto, and in a manner consistent with the level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the services are performed. In the event of a dispute, this contract shall be governed by the laws of the State of New Jersey and any legal action shall be venued within the State of New Jersey.

Cost estimates will be prepared based on market costs at the time of the estimate and are subject to escalation due to market forces, inflation and geo-political events.

Not included in this proposal, is a geotechnical investigation. Frank H Lehr Associates would be pleased to provide proposals for these services if desired.

Our firm can be available during construction, if requested, for construction inspection including control of compacted fill, testing of concrete and asphalt, etc.



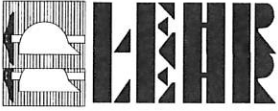
We appreciate the opportunity of submitting this proposal to you for your consideration and look forward to working with you again on this project.

Very truly yours,

Frank H. Lehr Associates
A New Jersey Corporation

Louis G. Adelsohn

Louis G. Adelsohn, PE
President



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

January 2019

PRINCIPAL	\$235.00	per hour
PROJECT MANAGER	205.00	per hour
PROJECT ENGINEER	160.00	per hour
SENIOR STAFF ENGINEER/SENIOR DESIGNER/GEOLOGIST	135.00	per hour
STAFF ENGINEER/STAFF DESIGNER	125.00	per hour
SENIOR TECHNICIAN/SENIOR INSPECTOR	105.00	per hour
TECHNICIAN/INSPECTOR	80.00	per hour
DRAFTER/CAD OPERATOR	85.00	per hour
SECRETARY	75.00	per hour

Time on the job during the regular work week in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays will be invoiced at the hourly rate times a factor of 1.50.

Travel time between the job and the office during the course of the day will be invoiced at the above rates. Local mileage is included in overhead expense. Mileage outside of Essex, Union and Hudson Counties will be charged at \$0.60/mile.

All out-of-pocket expenses (e. g. travel; subsistence, if required; ordinance copies; telephone charges; overnight shipping charges; reproductions; photographs; filing fees, application fees, building permit fees, etc.) will be billed at cost plus a handling charge of 10 percent.

If subcontractors (i. e., soil boring drillers, surveyors, test pit excavators, etc.) are hired through this firm, there will be a handling charge of 10 percent of the invoiced amount.

The fees listed will be valid for 1 year from the starting date of the project. At the end of each work year, the fees may be increased by an amount not to exceed 5 percent per annum.

PAYMENT

Payment for Professional Services is due upon presentation of the invoice