



341-24

November 20, 2024

Louis Reynolds
Department of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

A/E SERVICES PROPOSAL
Miscellaneous Improvements
Fire Station 3, Fire Station 4 & Fire Station 5
West Orange, NJ 07052

A. PROJECT DESCRIPTION

- 1) Herbst-Musciano, LLC will provide architectural design and construction contract administration for the work generally described below.
- 2) This work is supplemental to the bid documents completed by us in 2022.
- 3) Note that work scope will be separated into THREE bid packages:
 - a) Window replacement
 - b) Interior Work
 - c) Other Exterior work, as requested by the Client.
- 4) Fire Stations #3 & #4:
 - a) Re-design new Air Conditioning system to include entire building - not just specific rooms noted on original scope of work.
 - b) Re-design air conditioning system to include new type of refrigerant since regulation recently changed.
 - c) Modify current gang showers into separate shower stalls and drying areas
 - d) Provide 3 separate bid documents:
 - i) Window Replacement
 - ii) Other Exterior work
 - iii) Interior Work.
 - e) This will include THREE bid processes per building and THREE separate construction admin processes.
- 5) Fire Station #5
 - a) Water resistant Coating on tower
 - b) Interior water resistant paint
 - c) Document update

B. ARCHITECTURAL DESIGN SERVICES

- 1) Field Work and Preliminary Design
 - a) Assist the Client in refining and developing the project requirements and goals
 - b) Investigate cost effective systems, manufacturers, etc.
 - c) Develop conceptual designs and review them with the Client to ascertain realistic alternatives and objectives;
 - d) Prepare schematics as may be needed to illustrate project approach.
- 2) Construction Drawings and Specifications
 - a) Based on approved Schematics and any further adjustments in the scope and quality of the project or in the budget, prepare Construction Documents for approval by the Client. These documents will consist of Drawings and specifications setting forth in detail the requirements for the construction of the project



- b) Construction Documents will be prepared for the following disciplines and components:
 - i) Demolition
 - c) Repairs and improvements of current conditions.
 - d) The Architect will assist Client in connection with the Client's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the project.
 - e) The Architect will issue a statement of probable construction cost.
- 3) Construction Contract Administration
- a. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect will provide administration of the Contract for Construction generally as follows:
 - The Architect will assist the Client in the process of publicly bidding the work.
 - Visit the site at intervals appropriate to the stage of construction to ascertain the progress of the work and its general conformity with the Construction Documents. Conduct up to five (5) job meetings with the Contractor(s) and Client Representative.
 - A full time Roof Monitor can be provided at the work site as an additional service.
 - Review and approve or take the other appropriate action on Contractor's submissions of shop drawings, including pre-engineered components, and product literature with respect to their conformity with the Contract Documents.
 - Review and take action on Contractor's applications for payment.
 - Conduct punch list and final inspections.

4. QUALIFICATIONS

- a. Proposal assumes that this project will be administered and bid as a single overall contract.
- b. This proposal limits the duration of the architect's construction administration services to a period not to exceed 90 calendar days.
- c. This proposal excludes:
 - Site Plan (zoning) approval process.
 - Property Survey.
 - Permit application fees.
 - Abatement of hazardous or otherwise controlled materials.
 - Revisions to documents made after acceptance by the client or jurisdictional agencies or authorities.
 - Revisions to documents due to changes made in field or due to substitution or alteration of specified materials or methods.
 - Fulltime Roof Monitor during construction.
 - Structural Engineering.
 - Special Consultants.
 - Destructive Testing.
- d. The Client shall defend, hold harmless and indemnify the Architect for all claims, expenses, loss or liability (including attorney's fees) incurred during the construction and/or use of the facility when constructed in accordance with plans and specifications prepared under the terms of this agreement, except as solely by reason of the acts or omissions or negligence of the Architect. Such indemnity shall extend to include all claims, expenses, loss or liability, which occurs due to construction material or methods not in complete conformity with the requirements of the plans and specifications.
- e. Any controversy, dispute or question arising out of, in connection with or in relation to this agreement or its interpretation or performance or breach thereof shall be determined by arbitration conducted in New Jersey in accordance with the then existing rules of the American Arbitration Association, and judgment upon any award of damages may be entered by the highest court having jurisdiction. Each party shall select an arbitrator and selected arbitrator shall select a third arbitrator who shall conduct the arbitration. All expenses incurred or paid by reason of this arbitration, including the reasonable fees and expenses of the arbitrator shall be borne equally by the parties hereto.



C. COMPENSATION

1. The Client shall compensate the Architect for the scope of services described herein a fixed fee payable monthly in proportion to services rendered. This is a Lump Sum proposal that includes all 3 buildings. Man-hour approximations are for reference only.

- a. FEES:

1. Fire Station #3

• Mechanical, Electrical and Plumbing	60 man-hrs x \$150.	\$9,000.
• Architectural	50 man-hrs x \$150.	\$7,500.
• Construction Admin (3 Projects)	3 x 48 man-hrs x \$150.	21,600.
SUBTOTAL		\$38,100.

2. Fire Station #4

• Mechanical, Electrical and Plumbing	60 man-hrs x \$150.	\$9,000.
• Architectural	50 man-hrs x \$150.	\$7,500.
• Construction Admin (3 Projects)	3 x 48 man-hrs x \$150.	\$21,600.
SUBTOTAL		\$38,100.

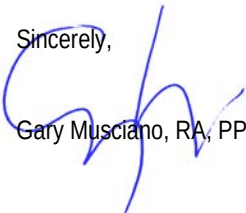
2. Fire Station #5

• Architectural Updates	20 man-hrs x \$150.	\$3,000.
• Construction Admin	38 man-hrs x \$150.	\$5,700.
SUBTOTAL		\$8,700.

4. Reimbursable expenses are in addition to basic fixed fee compensation and are payable at a multiple of 1.10 x amounts expended by the Architect. Reimbursable expenses include additional printing and delivery beyond 20 sets of bid documents.
5. Additional services shall be compensated on time-based billings in accordance with the attached schedule of standard rates, or a lump sum and may include the following:
 - a. Attendance at planning or zoning board meetings.
 - b. Making revisions in drawings and/or specifications when inconsistent with prior approvals whether by Client or governing authorities;
 - c. Making revisions in drawings and/or specifications in connection with change orders during construction or due to construction errors.
6. Billing shall be made monthly in proportion to services rendered and payment is expected within 30 days of date of invoice.

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,


Gary Musciano, RA, PP