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February 19, 2020

**Leonard Lepore, PE**  
**Municipal Engineer**  
Department of Public Works  
Township of West Orange  
25 Lakeside Avenue  
West Orange, NJ 07052

**A/E SERVICES PROPOSAL**

**Roof Replacement and Miscellaneous Work at**  
**Fire Station 1**  
**Fire Station 2 and**  
**Municipal Building**  
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) Fire Headquarters and Fire Station No. 1:
  - a) All Three Sections of the building; Headquarters, Vehicle Bays, Fire Operations Station 1
  - b) Removal and replacement of existing roofing membrane and associated flashings.
  - c) Correction of possible detail problems as can be accomplished:
    - i) Existing curb heights
    - ii) Reglets
    - iii) Roof Drain sumps
    - iv) Base Flashing Details
    - v) Counter Flashing
    - vi) Condensate Drains
  - d) New tapered roof insulation system if possible.
  - e) New adhered roof membrane on low-slope areas.
  - f) New flashings, sheet metal gutters, leaders and roof accessories as necessary.
  - g) Replace rooftop exhaust fans.
  - h) Barrier Rail protection for kitchen exhaust (closer than 10' to roof edge).
  - i) Upgrade and secure lightning protection on all three building sections.
  - j) Add new exhaust fan and MUA unit for Apparatus Bay.
  - k) Remove extraneous equipment and wiring.
- 3) Fire Station No. 2:
  - a) Both Sections of the building; Vehicle Bays, Fire Operations
  - b) Removal and replacement of existing roofing membrane and associated flashings.
  - c) Correction of possible detail problems as can be accomplished:
    - i) Existing curb heights
    - ii) Reglets
    - iii) Roof Drain sumps
    - iv) Base Flashing Details
    - v) Counter Flashing
    - vi) Condensate Drains
  - d) Remove unused roof curbs
  - e) New roof scuttle assembly
- 4) Municipal Building



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- a) Removal and replacement of existing roofing membrane and associated flashings.
- b) Correction of possible detail problems as can be accomplished:
  - i) Existing curb heights
  - ii) Reglets
  - iii) Roof Drain sumps
  - iv) Base Flashing Details
  - v) Counter Flashing
  - vi) Condensate Drains
- c) Remove unused roof curbs
- d) Remove cooling tower and piping to beneath roof surface and cap.
- e) Remove unused A/C units on roof with wiring, piping and curbs.
- f) Remove unused rooftop equipment, conduit and materials.

## 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:
    - Demolition and removals.
    - Protection.
    - Curb and flashing details.
    - Warranty requirements.
    - Code requirements.
    - Drain details.
    - Tapered insulation system.
    - Repairs and improvements of current conditions.
    - Membrane system materials and installation.
  - c. 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.
  - d. The Architect will issue a statement of probable construction cost.
3. Asbestos Containing Material Sampling and Testing
  - a. Our Asbestos testing Consultant will conduct an asbestos roof survey of 3 structures:
    1. Firehouse No. 1
    2. Firehouse No. 2
    3. Municipal Building
  - b. Federal and State asbestos regulations require that various building materials be presumed to contain asbestos (PACM) unless tested and determined to be free from asbestos. In roofing applications these materials include but are not limited to:
    1. Galbestos
    2. Tar Flashing
    3. Cement Roofing
    4. Roofing Felts
    5. Mastics



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6. Waterproofing
  7. Asphalt Roofing & Flashing
  8. Caulking
- c. The EPA has defined the manner and frequency for collecting and analyzing these samples.
- d. In order to evaluate whether asbestos materials are present in the above mentioned structure our consultant proposes the following:
1. A team of Accredited Asbestos Inspectors will conduct an inspection of the three roofs.
  2. The inspectors will identify any suspect asbestos roofing materials that exist.
  3. If suspect asbestos materials are encountered the inspectors will collect samples of the materials. Each collected sample will be given a unique identification label.
  4. Samples of suspect asbestos will be overnighted to a third party laboratory for analysis.
  5. If the results of the laboratory analysis determined that the suspect materials do not contain asbestos or if no suspect materials are encountered, consultant will issue an "Asbestos Free Certification" for each facility.
  6. If it is determined that asbestos is present our consultant will provide assistance in determining appropriate responses.
  7. Provide a report of findings.
4. 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

- e. Proposal assumes that this project will be administered and bid as a single overall contract.
- f. This proposal limits the duration of the architect's construction administration services to a period not to exceed 90 calendar days.
- g. 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.
- h. 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

Architecture & Planning

New Jersey Certificate of Authorization AC 830

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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.

- i. 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.

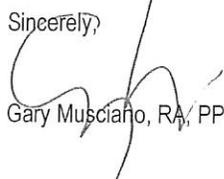
**C. COMPENSATION**

- 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:

ESTIMATED MAN-HOURS BY PHASE									
	Staff	Preliminary Design, Field Work, Code, Testing	Reserved	Contract Documents	Bidding Phase	Construction Admin	Estimated Man-Hours	Approx Hrly Rates	Amounts
1	Principal Architect - Engineer	6	0	10	4	24	44	\$ 170	\$ 7,480
2	Project Architect - Engineer	12	0	10	4	24	50	\$ 140	\$ 7,000
3	Staff Engineer - Architect	0	0	18	12	0	30	\$ 122	\$ 3,660
4	Senior Designer - Sr Field Tech	24	0	18	0	12	54	\$ 109	\$ 5,886
5	Drafter - Field Tech	32	0	108	0	18	158	\$ 85	\$ 13,430
6	Clerical	2	0	2	2	4	10	\$ 70	\$ 700
7	Asbestos Roof Sampling-Testing								\$ 6,380
	Man-Hours by Phase	76	0	166	22	82	346		
	Fee by Phase	\$ 8,036	\$ -	\$ 16,438	\$ 2,704	\$ 10,278			\$ 44,536
	Printing 20 Sets of Dwgs								\$1,100
<b>Grand Total:</b>								<b>\$</b>	<b>45,636</b>

- 2. 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.
  - a. Reimbursable expenses include additional printing and delivery beyond 20 sets of bid documents.
- 3. 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. Roof Monitor assigned to project site to maintain records and oversee work during Construction Phase.
  - b. Attendance at planning or zoning board meetings.
  - c. Making revisions in drawings and/or specifications when inconsistent with prior approvals whether by Client or governing authorities;
  - d. Making revisions in drawings and/or specifications in connection with change orders during construction or due to construction errors.
- 5. 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