



June 14, 2018
09018.0574

Mr. Leonard R. Lepore, P.E.
Municipal Engineer, Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Education

Energy Utility

Hospitality

Public Sector

Real Estate

Science & Technology

Healthcare

Re: A/E Services: West Orange Public Library

Dear Mr. Lepore:

Paulus, Sokolowski and Sartor, Architecture & Engineering, PC, is pleased to submit this proposal for providing professional A&E services in connection with the West Orange Public Library improvements. The following is in response to the West Orange Public Work's RFP, the Facilities Needs Assessment performed in October 2015 by Arcari & Lovino Architects, PC and the Garden State Environmental report.

I. INTRODUCTION/BACKGROUND

The West Orange municipality is seeking qualified A/E firms for the improvements to the West Orange Public Library. PS&S is a full service architectural and engineering firm licensed in the state of New Jersey, with over 200 professional architects and engineers, headquartered in Warren, New Jersey. The improvements project shall include architectural, plumbing, mechanical and electrical engineering design. PS&S' response includes preparing architectural and engineering design improvement plans, details and specifications for bid, permit and construction. Our services also include a construction cost estimate, a bid analysis and construction administration services. The bid packages and construction phase services shall be in three separate packages; (1) Roof and Exterior Improvements, (2) New Rooftop HVAC, (3) All other improvements.

II. PROJECT DESCRIPTION

PS&S will be providing architectural, plumbing, mechanical and electrical engineering services. The scope of services includes the following:

Phase 1: Roof and Exterior Improvements:

Roof replacement shall include architectural design for the original (8,500sf) building and Edison wing (9,350sf), the scope shall include the removal of the existing roof, the design of the new roof insulation meeting current energy codes and tapered insulation to meet the minimum code required roof slope. Also included is new perimeter coping, drain installation details, new built-up or membrane roofing systems including pitch pockets and/or roof curbs for existing equipment and piping. Additionally, details for the repair and repointing of the chimney and cap stone is included.



Phase 2: New Rooftop HVAC:

Replacement of the rooftop HVAC unit will include engineering design for the removal and replacement of the existing 30 ton packaged rooftop air conditioning unit from 1995. The replacement unit will include the necessary internal components and configuration for integration into existing distribution with minimal disruption. The rooftop unit design will include reconnection to existing ductwork, piping, and electrical components, and any associated roofing modifications required. The existing supporting structure will be reviewed and confirmed adequate to support the new unit size and weight. Additionally, the rooftop unit will include automatic temperature controls in line with the approach for upgrading the rest of the building included within the phase 3 services.

Phase 3: All Other Improvements:

Architectural and engineering design services are included for this phase as outlined below:

- a. ADA compliance upgrades
 - i. Upgrade public restrooms
 - ii. Replace door knobs with levers
 - iii. Replace entrance mat to eliminate exposed edges of recessed pocket.
 - iv. Elevator signage.
- b. Removal of existing rooftop bathroom exhaust fans (both public and staff) and replacement with new exhaust fans of adequate capacity to meet space exhaust requirements.
- c. Removal and replacement of all existing HVAC zone temperature controls and devices and replacement with new direct digital controllers and devices. New controllers will employ automatic energy saving measures where possible with the existing equipment.
- d. Installation of new incoming water service pressure reducing valve to reduce operating pressure within the building.
- e. Removal and replacement of all plumbing fixtures and their piping accessories. This work will complement any bathroom modifications required for ADA upgrades.
- f. Removal and replacement of existing 600-amp electrical panel and associated circuit breakers.
- g. Removal of existing fire alarm system and all detection and annunciation devices, to be replaced with new fire alarm control panel integrated with pull stations, horn strobes, heat detectors, smoke detectors, etc. provided throughout the building.
- h. Removal and replace existing kitchen counter, sink, refrigerator and appliances
 - i. Plumbing and electrical connections to new kitchen appliances and fixtures included with the kitchen upgrade.
- i. Removal and replacement of ceiling tiles.
 - i. Upper level adult areas
 - ii. Lower Level storage/stack area



LIMITED CONSTRUCTION PHASE SERVICES

A. General

During the Construction Phase, PS&S proposes to provide the following general Construction Phase Services in conjunction with this project:

1. Construction Cost Estimate: shall be prepared on the before the final issued for bid documents.
2. Bid Analysis: tabular bid evaluation spreadsheet.
3. Construction Administration Services:
 - a. Review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents.
 - b. Responses to Requests for Information (RFIs) and Requests for Clarification (RFCs) submitted by the Contractor(s).
 - c. Perform field observations at the 50% and 100% completion phases of the ongoing construction progress to determine conformance of the completed work with the requirements of the Contract Documents.

III. CLIENT PROVIDED ITEMS

The proposed PS&S Scope of Work and associated Fee described in this proposal are based upon provision of the following by the Client:

- A. Copies of all existing design and as-built architectural, structural, fire protection, plumbing, HVAC and electrical drawings for the building, including electronic drawing files, if available.
- B. Services of any required testing contractors in order to determine the operating parameters or conditions of existing systems, such as flow testing of existing water service, HVAC air balance testing and available capacity on electrical services.
- C. Design parameters, including space temperature, and electrical requirements.
- D. Payment of all application and permit fees.



IV. SERVICES NOT INCLUDED

While we believe the intent of each task listed in the Scope of Basic Services is clear and limited, from time to time a reading of those services may imply a broader scope than was intended. In order to help clarify the Scope of Basic Services, we point out that the basic services listed do not include the following services which may be required for this project. If requested, PS&S would furnish these, or other appropriate out-of-scope services, and would be pleased to discuss a mutually agreeable scope of services and fee arrangement. PS&S will not provide out-of-scope services without written Client approval of a modified scope and fee arrangement.

- A. Design of exterior improvements not included in the RFP requirements:
 - 1. New service doors, windows, public entrance and vestibule doors, as well as soffit replacement and new lighting are excluded.
 - 2. New parking lot, remilling or resurfacing and restriping are excluded.
 - 3. Exterior sidewalk replacement is excluded.
 - 4. Exterior landscaping and/or tree trimming is excluded.
- B. Design of Interior improvements not included in the RFP requirements:
 - 1. Design service for Library rearrangements of furniture, books stacks and/or lighting upgrades.
 - 2. Children's carpet and/or ceiling tile replacement is excluded.
 - 3. Book Stacks, Corridors, Locker Rooms and restrooms floor finish replacement is excluded.
- C. Destructive probes, equipment disassembly, fine inspection or testing of equipment or materials in order to determine their precise condition.
- D. Design of revisions as required to satisfy budgetary requirements as a result of value engineering undertaken beyond the 50% completion level of the design effort.
- E. Updating of existing drawings that are provided by the Client for reference (accurate existing conditions will be reflected on the PS&S design drawings to the extent necessary to describe the new work).
- F. Validation, qualification or commissioning services.
- G. Fire Sprinkler design or modifications due to ceiling replacements or other improvement work.
- H. Energy modeling for operational savings, comparisons and payback evaluations are not included in the scope of services.
- I. It is assumed that roof drain locations will remain; allowing roof drainage piping layout and distribution to be re-used downstream of the new roof drains. Overflow drains and/or scuppers are to be existing and not included in scope.
- J. It is assumed that the chimney repair work does not include any modifications to any metal flues potentially within
- K. It is assumed that the existing rooftop HVAC unit as currently sized is adequate to meet the cooling and heating demands, and all ductwork, and downstream



distribution devices associated with the replaced rooftop HVAC unit are in adequate condition for re-use.

- L. It is assumed that the existing structural platform is capable of supporting the weight of the new rooftop HVAC unit. PS&S will evaluate the platform, however has not included redesign of supplemental platform modifications.
- M. It is assumed that complete building automation system is not required for a single point of monitoring and control for the building, and that all controls are operated at the equipment digital controllers.
- N. It is assumed that all electrical wiring upstream and downstream of the replaced electrical panel will remain for reconnection to the replacement panel and breaker replacement sizes will match existing.

V. MISCELLANEOUS PROVISIONS

- A. PS&S shall not be responsible for contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to the work of the contractor(s), or for any failure of contractor(s) to comply with laws, rules, or regulations. To the fullest extent as permitted by law, including, but not limited to the protections afforded professional engineers pursuant to N.J.S.A. 2A:29B-1, et seq., neither PS&S nor any of its employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by construction contractors or others not under the employment of PS&S. PS&S expressly does not assume responsibility for the implementation, discharge or monitoring of safety standards or practices with respect to the construction project or site for anyone other than PS&S's employees.
- B. PS&S shall not be responsible to search for, test for, investigate the presence of, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos, polychlorinated biphenyls, petroleum, hazardous or toxic materials, mold, radioactive material or any other pollutant within or adjacent to the building or the site.

VI. FEES, TERMS AND CONDITIONS

PS&S proposes to provide the aforementioned Scope of Services for a lump sum fee of Ninety Seven Thousand Nine Hundred Dollars (\$97,900.00), exclusive of reimbursable expenses. These services would be performed in accordance with the terms and conditions of the attached PS&S Schedule of Charges and General Conditions, dated February 1, 2018 (the Schedule). Reimbursable expenses will be billed in addition to the fee stated above and are estimated to be \$7,500.00.



L. Lepore, PE
West Orange Public Works – Public Library Improvements.
June 14, 2018
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VII. CONCLUSION

Should you find the proposal to be acceptable, please sign the following acceptance block on each copy and return one (1) copy to us for our records.

We thank you for the opportunity to provide this proposal and look forward to the opportunity to work with you on this project.

Very truly yours,

PAULUS, SOKOLOWSKI AND SARTOR ARCHITECTURE AND ENGINEERING, P.C.

A handwritten signature in black ink, reading 'Thomas D. Scally', is written over a faint, larger version of the same signature.

Thomas D. Scally
Associate Principal Architecture

cc: M. Cohen, W. Fedick, G. Tombari

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
SIGNATURE:
NAME:
TITLE:
DATE:



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 090180574

Date: June 14, 2018

GENERAL CONDITIONS OF SERVICE

Page 1 of 2

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from July 1, 2017. PS&S reserves the right to increase its rates every six (6) months. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone,

sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

Effective Date: July 1, 2017



7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project

at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").
- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.
- G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: July 1, 2017



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 090180574
Date: June 14, 2018

SCHEDULE OF CHARGES & HOURLY RATES

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates. These rates are effective July 1, 2017, but may be modified thereafter by PS&S at six-month intervals.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

<u>Billable Hourly Rate</u>	<u>Title</u>
\$ 240	Principal, SVP, VP, Principal LSRP
\$ 215	Sr. Director, Sr. Project (Manager, Engineer, Architect, Planner, Designer, Scientist, or LSRP)
\$ 195	Director, Project (Engineer, Architect, Planner, Designer, Scientist, or LSRP). Project Manager II
\$ 180	Sr. (Engineer, Architect, Planner, Designer, Scientist, Surveyor or LSRP), Project Manager I
\$ 160	Engineer IV, Architect IV, Planner IV, Designer VI, Scientist VI, LSRP
\$ 150	Engineer III, Architect III, Planner III, Designer V, Scientist V, Project Controls III
\$ 140	Surveyor III, Inspector III
\$ 135	Engineer II, Architect II, Planner II, Designer IV, Scientist IV
\$ 125	Engineer I, Architect I, Planner I, Designer III, Scientist III, CAD Technician III, Project Controls II
\$ 115	Surveyor II, Inspector II
\$ 110	Designer II, Scientist II, Cad Technician II
\$ 105	Designer I, Scientist I, Cad Technician I
\$ 95	Project Controls I
\$ 90	Surveyor I, Inspector I
\$ 75	Technician I
When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):	
\$ 225	2-person crew
\$ 295	3-person crew

2. LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) CONDITIONS

When work performed by PS&S includes the services of an Licensed Site Remediation Professional ("LSRP"), the LSRP will use his or her professional judgment to make recommendations as to actions required based upon the LSRP's review of the applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's recommendations or issuance of any Response Action Outcome ("RAO") shall not constitute: (i) any acceptance of liability on behalf of PS&S or any LSRP employed by PS&S; (ii) any form of guarantee, indemnity or insurance for any legal liability or obligation of the Client. Further, the Client acknowledges that when PS&S's services hereunder entail the use of professional judgment, PS&S is not providing any guarantee that any other professional reviewing PS&S's work hereunder will not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that PS&S is not responsible to the Client or any third-party for costs resulting from a different recommendation or different conclusion rendered by another party.

Under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), the New Jersey Department of Environmental Protection (NJDEP) can audit and review an RAO and the Site Remediation Professional Board can review work performed by an LSRP. Further, an RAO can be invalidated if NJDEP determines that the RAO is not protective of human health and the environment. Neither PS&S nor the LSRP shall be held responsible for the invalidation of the RAO, and any services which might be required due to any such invalidation shall be considered an Additional Service.

The State has established mandatory and regulatory time frames to complete certain remediation requirements. If these time frames are not met, fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent provided for in the scope of work, PS&S will advise the Client of deadlines and actions necessary to fulfill the requirements of such time frames. The Client acknowledges that PS&S's provision of such advice will not and does not shift responsibility for compliance with such time frames to PS&S. Further, if the Client delays in approving and proceeding with the recommendations of PS&S's LSRP in meeting these time frames or the Client delays in payment of services rendered by PS&S, which results in a delay to the progress of the project, the Client agrees that PS&S will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of NJDEP's direct oversight, fines, and fees.

Furthermore, the Client acknowledges that in the context of supporting any conclusions or recommendations made to any third-party or governmental entity, PS&S may be required to release or otherwise publish: data from tests performed on samples taken from the project location; physical observations of the project location; or other technical information obtained by PS&S regarding the physical conditions of the project location, including but not limited to, submissions made by PS&S's LSRP in connection with a project. Client expressly acknowledges that under SRRRA, if the LSRP identifies a condition at the Site that, in the professional judgment of the LSRP, is an Immediate Environmental Concern ("IEC") (as defined in the SRRRA), the LSRP is obligated to so advise the Client and to call the NJDEP's telephone hotline to advise the NJDEP of such IEC.