



Via Email

September 13, 2022

09022.1429 Rev-1

Mr. Leonard R. Lepore, Municipal Engineer
Municipal Engineer/Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Education

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

Re: **Ginny Duenkel Pool - Main Pool Underwater Lighting Improvements**
PS&S Proposal for Engineering Services

Dear Mr. Lepore:

Paulus, Sokolowski and Sartor, LLC (PS&S) is pleased to submit this proposal to provide professional engineering services to the Township of West Orange for design, construction documentation, bid review, and construction administration services for the main pool underwater lighting improvements to the West Orange Ginny Duenkel Township pool. We understand the main pool has a footprint of approximately 9,500 square feet. An adjacent wading pool covers approximately 1,600 square feet but is not subject of this proposal.

1.0 SCOPE OF SERVICES

In accordance with recent correspondence, we understand that the Township desires to have certain improvements made to the Ginny Duenkel Main pool. These improvements include new underwater lights of the Main Pool and the replacement of two existing electrical panels in the existing Electrical Room. PS&S proposes to provide the following professional engineering services in support of this project:

- A. Review of pool record construction plans and schematic plans and equipment catalog cut sheets.
- B. Perform a field visit to confirm/verify existing conditions at the site.
- C. Design and specifications for the installation of fifteen new underwater lights of the Main Pool, and replacement of two existing electrical panels in the existing Electrical Room.
- D. Provide twelve (12) sets of bid documents.
- E. Provide construction administration services including review and processing of contractor submittals (shop drawings, samples, etc.), response to RFI's, and contractor payment requisition submissions. PS&S assumes a total of up to one (1) site visit during the entire construction period anticipated to be one month.

2.0 ASSUMPTIONS AND EXCLUSIONS

We assume the following in our proposal:

1. Structural repairs/modifications to the pool are not anticipated/included, with the exception of work associated with the new underwater lights.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com



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2. The design/technical specifications are anticipated to be on the drawings, and that book specifications are not required.
3. All Application and Permit fees will be paid by Township of West Orange.
4. Full time or daily site visits during construction period is not required and not included in the proposal.

3.0 SCHEDULE

PS&S will commence work within five (5) days of authorization to proceed and estimates up to two (2) weeks to complete the design, specifications, and bid documents. The bid document review time by the Township of West Orange DPW is not included in the Schedule.

4.0 FEE, TERMS, AND CONDITIONS

PS&S proposes to provide the aforementioned Scope of Services for a **LUMP SUM** fee of **Eleven Thousand Eight Hundred Dollars (\$11,800.00)** as broken down below. These fees exclude any permit fees, which will be paid directly by the Township of West Orange. These services would be performed in accordance with the terms and conditions of the attached PS&S *Schedule of Charges & Hourly Rates* and *General Conditions of Service* both dated February 1, 2022.

Fee Breakdown	
Phase 010 – Design	\$8,100.00
Phase 020 – Construction Administration	\$2,700.00
Phase 990 – Expenses (printing, mail, mileage)	\$1,000.00
Total	\$11,800.00

5.0 AUTHORIZATION

We appreciate the opportunity to prepare this proposal, and we look forward to working with you on this project. Should you find this proposal to be acceptable, please return a signed copy for our files.

Very truly yours,

PAULUS SOKOLOWSKI and SARTOR, LLC

Michael P. Cohen, PE, PMP
Sr. Vice President

cc: F. Chen (PS&S), T. Conlon (PS&S)



Township of West Orange
Ginny Duenkel Pool Mian Pool Underwater Lighting Improvements
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attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED:	
CLIENT:	Township of West Orange, NJ
SIGNATURE:	
NAME:	
TITLE:	
DATE:	



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PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 090221429

Date: 09/12/2022

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 February 1, 2022, but may be modified any time six months thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category at any time.

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>
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\$ 215	Executive VP, Principal LSRP, SVP; VP
\$ 210	Sr. Director; Sr. Project (Architect, Designer, Engineer, LSRP, Manager, Planner, Scientist, or Surveyor)
\$ 205	Director; Project (Architect, Controls Manager, Designer, Engineer, LSRP, Planner, Scientist, or Surveyor); Project Manager II
\$ 190	Project Manager I; Sr. (Architect, Designer, Engineer, LSRP, Planner, Scientist, or Surveyor)
\$ 170	LSRP; Architect IV, Engineer IV, Planner IV; Designer VI, Scientist VI
\$ 155	Architect III, Engineer III, Landscape Architect III, Planner III, Project Controls III; Architectural Historian V, Designer V, Scientist V
\$ 145	Inspector III, Surveyor III
\$ 140	Architect II, Engineer II, Planner II; Archaeologist IV, CAD Technician IV, Designer IV, Scientist IV
\$ 135	Architect I, Engineer I, Planner I; Project Controls II; CAD Technician III, Designer III, Scientist III
\$ 125	Inspector II, Surveyor II
\$ 120	Architectural Historian II, CAD Technician II, Designer II, Scientist II
\$ 110	CAD Technician I, Designer I, Scientist I
\$ 95	Project Controls I; Admin II
\$ 95	Inspector I, Surveyor I
\$ 75	Technician I, Admin I

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

\$ 240	2-person crew
\$ 315	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.



3 Mountainview Road
PO Box 403
Warren, NJ 07059

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GENERAL CONDITIONS OF SERVICE

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These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the "Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service 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 Rate Sheet. These rates are effective for six months from February 1, 2022. PS&S reserves the right to increase its rates every six (6) months or amend the Billing Titles featured on the Rate Sheets. 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.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

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 Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable 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; special mailing 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 any failure by the Client to timely respond 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 any pandemic-related impact, 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.

Effective Date: February 1, 2022



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 overdue 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 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. Projects with current payment status receive the first commitment of PS&S's resources.

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. STANDARD OF CARE AND 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 that affect the design documentation or Services provided by PS&S, any 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 and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

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 electronic copies of Design Documents but solely in connection with its use on the Project. The Design 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 Design 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 different, unintended 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"), without the knowledge and consent of PS&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 and provide notice of any issues or irregularities upon receipt of the files. Otherwise, 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. Documents that may be relied upon by the Client, or its User(s) are limited to the versions 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.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. 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.