

ENGINEERS &
ARCHITECTS

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Replacement of Flat Roofs Kill Van Kull Gardens (12-5)

Architecture
Structural
MEP/FP
Restoration
Parking

Exterior Envelope
Energy
Studies
Expert Witness
Regulatory & Compliance

Submitted By:
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Submitted To:
Housing Authority of the
City of Bayonne
549 Avenue A
Bayonne, NJ 07002

April 14, 2026

Housing Authority of the City of Bayonne
549 Avenue A
Bayonne, NJ 07002

Evan Pacyna
(201) 339-7444
epacyna@bayonneha.org

Re: Replacement of Flat Roofs at Kill Van Kull Gardens (12-5)

Dear Mr. Pacyna:

We are pleased to submit our proposal for professional architectural/engineering services to assist the Housing Authority of the City of Bayonne with the Replacement of Flat Roofs at Kill Van Kull Gardens (12-5) in accordance with HUD regulations and New Jersey State Law.

Thank you for the opportunity to work on this project. Should you have any questions or concerns regarding the content of this proposal, or require additional information, please contact me.

Respectfully,

O&S ENGINEERS & ARCHITECTS



Tariq Wasti, AIA
Principal
Twasti@OandSassociates.com

PROJECT UNDERSTANDING

We understand that The Housing Authority of the City of Bayonne wants to remove the old flat roofs, vent stacks, sleeves, flashings, sealings, and replace them with all new insulation and roofing materials. Including, Re-stucco bulkhead walls, repaint roof doors, and possibly replace the guardrails and adjust roof access doors if required.

Existing Roof Conditions



SCOPE OF WORK

SCOPE OF WORK

- Old Flat Roofs must be torn and replaced down to structural deck.
- New Energy Code must be met regarding insulation.
- New vent stacks, sleeves, flashing, and sealing around rail post.
- Architect responsible for detailing removal and reinstallation of guardrails where necessary, modifying doors if needed.
- Elevator Motor Room roofs are to be included.
- Scrape, and re-stucco all bulkheads.
- Scrape and Paint all doors.

SERVICES REQUIRED

- Evaluate and prepare a scope of work and prepare preliminary plans for the project and submit for plan review by the Authority.
- Upon the approval of the preliminary plans, prepare final contract drawings and specifications.
- The non-technical sections of the specifications must be submitted to the Authority's counsel for their review and approval.
- Develop preliminary cost estimate.
- Assist in the review of bids and recommend as to ability of lowest responsive bidder to perform the work.
- Conduct a comprehensive pre-construction meeting with the successful bidder and the Authority to ensure an understanding of the project.
- Inspect field installation, oversee performance of contract, certify as to substantial and final completion of the contractor's work.

Bidding Services (As Necessary)

1. Attend one pre-bid conference and site meeting with Bidders to review the site and construction scope of work.
2. Respond to Bidders' requests for information.

Construction Phase Services (As Necessary)

Construction Administration services would be provided as needed. These services typically include:

1. Review Contractor's submittals as necessary. This may include shop drawings and material submittals, etc.
2. The representative shall visit the project to observe critical activities or project milestones such as to mark out work, observe surface preparation, observe reinforcing, and to observe critical installations or applications.
3. The representative will coordinate and retain a testing lab to provide special inspections required by Code not provided by O&S and requiring the specialized testing services of others.
4. Upon substantial completion, attend one project-closeout meeting with Project Manager, Owner, and Contractor to determine outstanding work, discuss how deficient work will be resolved, and review the project closeout requirements.

WORK BY OWNER / CLIENT

If available, we request that the following information be provided to allow the successful completion of the project:

- Copies of original architectural plans, elevations, sections, and details.
- Copies of relevant design and/or "as built" drawings.
- Copies of previous engineering studies or condition assessments.

OUR QUALIFICATIONS

We have successfully inspected, filed, and repaired hundreds of publicly (including HUD), or privately financed buildings in multiple states. Our offices with a staff of over 120 are currently working on multiple building restoration projects in New Jersey, New York, Pennsylvania, and Florida among other locations. For projects like this, we have the capacity to reassign staff from multiple offices and to work on any single project as needed without disrupting other ongoing projects.

O&S staff have extensive experience and specialize in existing building restoration projects. Surveying, and evaluating each building's unique conditions and its needs to determine its long- or short-term repairs with budgets for the Authorities review and approval. Upon approval, we will provide construction documents for competitive bid packages that diagrammatically define the scope of work with written specifications; repair or replacement of building elements as needed, along with Building Permit drawings for submission and signoffs. These services will be followed by construction administration services on an as needed basis.

PROJECT STAFF

V. P. Samy, PE, President O&S Associates, NJ License No 24GE05038300 with over 42 years of experience.

Syed Tariq Wasti, RA, NJ License No. 21AI0 1962000: With over 35 years' experience, will be the Principal Architect in charge of the kitchen replacement project.

Prabhu Perumalsamy, PE, NJ License No 24GE05813000: Principal, Structural Engineer at O&S with over 15 years' experience.

Suchith Jayasena, PE, QPSI, NJ License No 24GE04448600 Principal, Structural engineer

Timothy Webb, RA, NJ License No 21AI02114800 Principal, Architect with over 26 years of Building repairs experience. Will supervise Quality Assurance and Quality Control.

Alfed Eatman, RA Architect, New Jersey license expired: Architect 40+ years. Project Manager.

Sharon Radar, RA, Senior Architect, With over 21 years of experience.

David Lubkin, PE License No: 24GE05357900: Senior Structural Engineer 14+ years of experience.

Michael Chung, RA License No: 21AI01929900: Architect 21+ years of experience

Aldo Badillo, Project Manager

Lewis Rion, Project Manager

Johnathan Larotta, Project Manager restoration

Timothy Hackenburg, Project Manager restoration.

PROFESSIONAL FEES

O&S proposes to provide the above services on an hourly or lump sum basis, plus customary reimbursable expenses as per the following table.

Service	Fee
Construction Documents	\$32,000
Construction Administration (Submittal reviews & ten bi-weekly site visits)	\$14,000
Total:	\$46,000

Notes:

- Reimbursable expenses, including mailings, travel, document reproduction, and testing expenses will be invoiced at 1.15 times the actual direct cost, unless otherwise included in fee.*

Exclusions:

- Asbestos and Lead testing to be by licensed vendor paid for by Owner.

Additional Services will be billed per the following:

2026 HOURLY RATES

Principal \$385

DESIGN

Director \$285

Professional Engineer/Registered Architect \$235

Structural Engineer \$215

MEP/FP Engineer \$215

Architectural Designer \$215

TECHNICAL

Revit/BIM \$165

CAD Technician..... \$135

AUTHORIZATION

Trusting the aforementioned is satisfactory, please sign and return one (1) copy of this document (with a Purchase Order Number if applicable) as your acknowledgement and authorization to proceed.

OWNER:

Authorized By: _____

Name: _____


Title: _____

Company: _____

Date: _____

PO#: _____

O&S:

By:  _____

Name: Syed Tariq Wasti, RA _____

Title: Principal _____

Company: O&S Associates, Inc. _____

GENERAL CONDITIONS

SERVICES TO BE PROVIDED

O&S, through and by its officers, employees and subconsultants, is an independent consultant and agrees to provide the Client, for its sole benefit and exclusive use, consulting services set forth in our proposal for this Project. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in, favor of a third party against either the Client or O&S (the "Parties"), and no third-party beneficiaries are intended.

The Client will provide O&S Associates, Inc. (O&S) documents or information reasonably within the Client's control and deemed necessary by O&S for proper performance of our services, including original design documents and all previous survey and design documentation (reports, drawings, and specifications) prepared by others. O&S shall be entitled to rely upon the documents provided by the Client and assumes no liability or responsibility for their accuracy.

STANDARD OF CARE

O&S's services performed under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by similarly licensed professionals currently practicing in the same or similar locality under similar circumstances and conditions. O&S shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Client acknowledges that O&S's services will be rendered without any warranties, express or implied.

INSTRUMENTS OF SERVICE

Drawings, Specifications, and other documents, including those in electronic form, prepared by O&S and its subconsultants are Instruments of Service to be used solely with respect to this Project. O&S and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright whether the project for which they are made is executed or not.

Upon execution of this Agreement, O&S grants to the Client a non-exclusive license to use O&S's Instruments of Service solely for the purposes of regulatory submittal and constructing the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums due under this Agreement. The Instruments are not for advertising or other type of distribution, and are not to be used on other projects, additions, or alterations to this Project, or for completion of this Project by others, except by agreement in writing and with appropriate compensation to O&S.

Any termination of this Agreement prior to completion of the Project shall terminate this license, and all Instruments of Service, including those in electronic form, shall be returned to O&S.

Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to O&S and its subconsultants, and the Client shall, to the fullest extent of the law, defend and indemnify O&S and its subconsultants against any claim and damages arising from such unauthorized use.

PAYMENT TERMS

The Client agrees to pay O&S' invoices upon receipt. Plans and specifications or other Instruments may be withheld without liability to O&S until payment is made or if there is a balance due. If payment is not received within 30 days from the Client's receipt of an invoice, the Client agrees to pay interest on the past due amount at 1% per month, including reasonable fees and expenses if collected through an attorney or collection agency. Payments to O&S shall not be withheld, postponed, or made contingent on the construction, completion, or success of the Project or by the Client's assertion of offsetting amounts or claimed credits. No withholdings, deductions or offsets shall be made from O&S's compensation for any reason unless and until O&S has been found legally liable for such amounts.

TERMINATION AND SUSPENSION

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. If the Client terminates this Agreement, the Client shall compensate O&S for all fees and expenses incurred prior to termination, and costs attributable to termination including O&S' termination of any subconsultant agreements.

O&S may, without liability, terminate or suspend services under this Agreement upon not less than seven (7) days written notice should the Client fail substantially to perform in accordance with the terms of this Agreement, including prompt payment of invoices.

If the Project is suspended for more than ninety consecutive days, for reasons other than O&S' fault, then O&S shall be compensated for fees and expenses incurred prior to such suspension. When the project is resumed, O&S' compensation shall be equitably adjusted. If the Client abandons the Project for more than ninety consecutive days, O&S may, without liability, terminate this Agreement by giving written notice. O&S shall be compensated for fees and expenses incurred prior to such abandonment, including O&S' termination of any subconsultant agreements.

LIMITATIONS OF LIABILITY

A. In the event the Client consents to, allows, authorizes, or approves of changes to the Instruments of Service without O&S' written approval, the Client agrees to release, and to the fullest extent permitted by law, to defend, indemnify and hold harmless O&S and its subconsultants from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

B. In recognition of the relative risks and benefits of the Project to both the Client and O&S, the Client agrees, to the fullest extent permitted by law, that the total liability of O&S and its subconsultants, in the aggregate, as a result of the services of O&S and its subconsultants under any cause of action whatsoever, shall not exceed the lesser amount of either of five times the total fees paid to O&S under this Agreement or the total available professional liability insurance coverage of O&S at the time the claim is resolved either by settlement, final judgment, or arbitration award.

C. The Client shall make no claim against O&S or its subconsultants for professional negligence or breach of contract related to professional services, either directly or in a third-party claim, unless and until the Client first provides O&S with a written certification by an independent design professional currently practicing in the same discipline as O&S and licensed in the State of this

project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a licensee performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to O&S not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or binding dispute resolution proceeding.

D. The Client shall promptly report to O&S any defects or suspected defects in O&S' services of which the Client becomes aware, so that O&S may take measures to minimize the consequences of such a defect. Failure by the Client, and the Client's other consultants or its Contractors or Subcontractors to notify O&S, shall relieve O&S of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

E. If any required item or component of the project is omitted from O&S' construction documents, O&S shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will O&S be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

F. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earliest date that O&S concluded rendering professional services (including as a result of termination), or the issuance of the Certificate of Completion or Certificate of Occupancy.

G. It is intended by the parties to this Agreement that O&S' services in connection with the Project shall not subject O&S' (or its consultants') individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against O&S, a New Jersey corporation, and not against any of O&S' (or its consultants') individual employees, officers, or directors.

H. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither O&S nor the Client and any of their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages for claims, disputes and other matters in question arising out of or relating to the Project or this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use of the property, any rental expenses incurred, loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the services under this Agreement, loss of reputation, or insolvency. Both the Client and O&S shall require similar waivers of consequential damages protecting all the entities or persons named herein and all contracts and subcontracts with others involved in this Project.

I. To the extent any damages are covered by property insurance during construction or afterwards, O&S and the Client waive all subrogation rights against each other and against the contractors, consultants, agents, and employees of the other for damages. O&S and the Client shall require of the contractors, subconsultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

UNFORESEEN CONDITIONS AND RESTORATION INDEMNITY

Inasmuch as the alteration, renovation, remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by the O&S regarding existing conditions, or otherwise concealed or unforeseen conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client shall assume sole responsibility, including the cost of additional services of O&S and increase construction costs for all concealed or unforeseen conditions encountered during construction, and the Client further agrees, to the fullest extent permitted by the law, to indemnify and hold harmless O&S, its officers, directors, employees and consultants (collectively, Consultant) against all third-party claims, including reasonable attorneys' fees and defense costs, arising out of the Client's failure to investigate concealed or unknown conditions, excepting only to the extent of the sole negligence and willful misconduct by the Consultant.

It is possible that concealed or unforeseen conditions may be encountered at the site which could alter the necessary services, or the risks involved in completing O&S' services. If this occurs, O&S will promptly notify and consult with the Client but will act based on O&S' sole judgment where risk to O&S' personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in O&S' judgment;
- b. Agree with the Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective the date specified by O&S in writing.

HAZARDOUS MATERIALS

O&S shall have no responsibility for the discovery, presence, handling, removal, or disposal or of exposure of persons to hazardous materials in any form at the Project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB or other toxic substances). To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify O&S and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, damages, losses, judgments and expenses which directly or indirectly arise from or relate to this Project with respect to: asbestos or any material containing asbestos or any disease directly or indirectly related to asbestos; or any act, error, or omission, professional or otherwise, involving the existence, use, detection, removal, elimination of or exposure to asbestos or any material containing asbestos.

CONSTRUCTION OBSERVATION

Periodic site visits, if included in O&S' Scope of Services, shall mean that O&S shall visit the site at intervals agreed with the Client, to become generally familiar with the progress and quality of the portion of work completed and to determine in general if the work observed is being performed in a manner indicating that the work, when fully complete, will be in accordance with the Instruments of Service. However, O&S shall not be required to make exhaustive or continuous on-site observations, or any inspections unless set forth in O&S' written agreement, to check the quality or quantity of the work.

O&S shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Instruments of Service or any other Contract Documents, even if O&S provides any periodic or full-time controlled inspections or project representation services. The Client will arrange for right-of-entry with safe access to the property for the purpose of performing site visits, studies, tests, and/or evaluations pursuant to the agreed services.

OPINION OF PROBABLE CONSTRUCTION COSTS

Evaluation of the Client's project budget, and opinions of construction cost, if included in O&S' Scope of Services, represent O&S' best judgment as a design professional familiar with the construction industry. Such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. It is recognized, however, that O&S does not have control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, O&S cannot and does not warrant or represent that any bids or negotiated prices will not vary from the budget proposed, established, or approved by the Client, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by O&S.

CLAIMS

In order to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, O&S and the Client agree that any claims or disputes brought by the Client arising out of or relating to this Agreement shall be submitted to non-binding mediation, as a pre-requisite to filing a lawsuit, unless the parties mutually agree otherwise.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey.

TESTIMONY

If O&S is called upon by the Client, or subpoenaed by another person or otherwise compelled by law, to provide testimony or other evidence, in any legal or dispute resolution proceeding, as to any services or work performed by anyone in connection with this Project, and O&S is not a party to the dispute, then O&S shall be compensated by the Client for all time spent while testifying and

preparing therefore, and reasonable expenses, in accordance with the rates stated in the attached Agreement.

INDEMNIFICATION BY CONTRACTOR

The Client shall cause any and all Contractors, Subcontractors, Material Suppliers and other entities or persons (hereinafter "Contractor") actually responsible for construction of the work to defend and indemnify O&S and its consultants to the fullest extent permitted by law, against claims and damages including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, excepting only to the extent of the sole negligence and willful misconduct of O&S and its consultants. The Client shall also cause Contractor to name O&S as an additional insured on Contractor's Comprehensive General Liability policy, for on-going operations and completed operations, on a primary non-contributory basis.

SEVERABILITY AND SURVIVABILITY

If any of O&S' Standard Conditions, or portions thereof, shall be adjudged null and void it is agreed that the remaining Standard Conditions, or portions thereof, shall remain intact and be given full force and effect. All provisions of this Agreement including those for indemnity or allocation of responsibility or liability between the Client and O&S shall survive the completion of the services and the termination of this Agreement.

ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

INTERGRATION AND PRIORITY

This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Purchase Orders, Work Orders, etc., and that such forms may be issued by the Client to O&S as a matter of convenience to the Parties without altering any of the terms or provisions hereof.