

**Mount Pocono Borough Council  
Work Session Agenda  
Borough Council Chambers  
Tuesday, May 23, 2023 | 6:30pm**

**Call To Order**

**Pledge of Allegiance**

**Roll Call:**

\_\_\_\_\_Norman DeLano, \_\_\_\_\_Debra Fulton, \_\_\_\_\_Ann Marie Harris, \_\_\_\_\_Lori Noonan,  
\_\_\_\_\_Ella Santiago, \_\_\_\_\_Donald Struckle, \_\_\_\_\_Claudette Williams, \_\_\_\_\_Mayor Altemose

**Public Comment (agenda items only)**

**Property and Casualty Insurance Renewal**

Patrick Dugan, Brown and Brown

**Ordinances**

Shawn McGlynn:

- Sign Ordinance
- Use and Occupancy Ordinance
- Shade Tree Ordinance

**134 Winona Road**

Next steps – Shawn McGlynn

**Architect Proposals**

The proposal from architect David McGarry of Dansbury Design and Drafting to design the architectural plans for the Maintenance Garage Project is as follows:

- Architectural Services - \$12,050
- Structural Engineering Services - \$9,500
- Mechanical/Electrical/Plumbing/Fire Protection Services - \$11,750

The proposal from architect Francis Sloan to design the architectural plans for the Maintenance Garage Project is as follows:

- Architectural Services - \$3 per square foot
- Structural Engineering Services – included in the above price.
- Mechanical/Electrical/Plumbing Services – does not do Mechanical. Electrical and Plumbing is included in above price.

The proposal from architect Wayne Vanderhoof of Schoonover and Vanderhoof Architects to design the architectural plans for the Maintenance Garage Project is as follows:

- Architectural Services - \$11,030
- Structural Engineering Services - \$5,200
- Mechanical/Electrical/Plumbing/Fire Protection Services - \$18,000 (revised to include Fire Protection Services)

The proposal from architect Joseph Sedler of Sedler Design and Redevelopment to design the architectural plans for the Maintenance Garage Project is as follows:

- Architectural Services - \$21,855
- Structural Engineering Services - \$3,645
- Mechanical/Electrical/Plumbing/Fire Protection Services - \$10,925

**Road Paving 2023**

Bid Results

**Mount Pocono Borough Council  
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**Pocono Pride Softball Facility**

Consider waiving the fees for the proposed building at Oak Street Park (Field of Dreams) by the Pocono Pride

**Parks and Recreation**

Small Community Grant – Phase I

**Driveway Culverts**

Is the responsibility on the homeowner or the Borough to install and maintain?

**Maintenance Vehicle Equipment Purchase**

Loan application

**LED Sign Quotes**

**Committee Chair Reports:**

Budget and Finance – Lori Noonan

Economic Development – Ann Marie Harris

COG – Donald Struckle

EMS – Norman DeLano

Grants – Joshua Walker

Newsletter – Norman DeLano

Parks and Recreation – Debra Fulton

Personnel – Claudette Williams

Public Infrastructure and Utilities – Randy Altemose

Regional Police – Randy Altemose

Safety Commission – Ella Santiago

Sanitation – Lori Noonan

**Public Comment**

**Reminders:**

Public Hearings:

Tuesday, June 6, 2023 at 5:30pm - 31 Seneca STR

Tuesday, June 6, 2023 at 6:00pm - 130 View Ct STR

Tuesday, June 6, 2023 at 6:15pm - Adopt two (2) ordinances relating to STRs

Wednesday, June 7, 2023 at 6:30pm - Franklin Bioscience (medical marijuana)

**Adjournment**

CHAPTER \_\_\_\_, USE AND OCCUPANCY OF REAL PROPERTY

§\_\_-010 — Purpose

The purpose of this Chapter is to regulate the use and occupancy of leased properties and properties in which title of ownership is transferred, in order to prevent use and occupancy of said properties from adversely affecting the public health, safety or welfare of any individual or the community as a whole.

§\_\_-020 — Definitions

Where the following words are used in this chapter, they shall be defined as follows:

**BUILDING INSPECTOR** – Any of the following person or persons, either singly or in combination, who shall serve at the pleasure of the Borough Council to make the inspections, and issue certificates, under this Ordinance:

- A. The Building Inspector of Mount Pocono Borough,
- B. The Building Code Official,
- C. Zoning Officer, or
- D. Any other person that the Borough Council, by resolution, may designate from time to time.

**BUSINESS** – Occupancy of a building, in whole or in part, for any for-profit or non-profit business activity, commerce, industry, professional services or other services for hire.

**RESIDENTIAL** – Occupancy of a building for non-business dwelling purposes such as personal living, sleeping, cooking and eating purposes.

**BUILDING** – Any building, building structure, temporary building or temporary building structure, intended for human occupation, either for residential or business purposes located in Mount Pocono Borough.

**OWNER** – Any person, who alone, or jointly with others, holds legal or equitable title to any building.

**PERSON** – Any individual, firm, corporation, association, partnership or other legal entity, including without limitation any executor, administrator, guardian, or representative of a deceased or incompetent individual.

**SUBSTANTIAL VIOLATION** – A violation of an adopted building, housing, property maintenance code, fire code, or maintenance, health or safety nuisance ordinance that makes a building, structure or any part thereof unfit for human habitation and is discovered during the course of a municipal inspection of a property.

**TEMPORARY ACCESS CERTIFICATE** – A certificate issued as a result of the municipal inspection of a property that identifies at least one substantial violation, and the purpose of the certificate is to authorize access to the property for the purpose of correcting substantial violations pursuant to the maintenance and repair provisions of this Ordinance. No person may occupy a property during the term of a temporary access certificate, but the owner shall be permitted to store personalty that is related to the proposed use or occupancy of the property or is needed to repair the substantial violations during the time of the temporary access certificate.

**TEMPORARY USE AND OCCUPANCY CERTIFICATE** – A certificate issued as a result of the municipal inspection of a property that reveals a violation but no substantial violation, and the purpose of the certificate is to authorize the purchaser or tenant to fully utilize or reside in the property while correcting violations pursuant to the maintenance and repair provisions of this Chapter.

**UNFIT FOR HUMAN HABITATION** – A condition which renders a building or structure, or any part thereof, dangerous or injurious to the health, safety or physical welfare of an occupant or the occupants of neighboring dwellings. The condition may include substantial violations of a property that show evidence of: a significant increase to the hazards of fire or accident; inadequate sanitary facilities; vermin infestation; or a condition of disrepair, dilapidation or structural defects such that the cost of rehabilitation and repair would exceed one-half of the agreed-upon purchase price of the property.

**USE AND OCCUPANCY CERTIFICATE** – A certificate issued stipulating that the property meets all ordinances and codes and may be used or occupied as intended.

**VIOLATION** – A violation of a properly adopted building, housing, property maintenance code, fire code, or maintenance, health or safety nuisance ordinance that does not rise to the level of a substantial violation and is discovered during the course of a municipal inspection of a property.

**§\_\_-030 — Use and Occupancy certificate required prior to lease or sale**

- A. If the Owner of a Business or Residential Building desires to lease or sell the Building, or portion thereof, the Owner shall apply for and obtain, no later than fifteen (15) days prior to leasing or sale, a Use and Occupancy Certificate from the Building Inspector of the Mount Pocono Borough. The application for a Use and

Occupancy Certificate may be made by an agent of the person or persons whose responsibility it is to obtain the Use and Occupancy Certificate.

- B. The application shall be on the Borough's form, and the applicant shall pay any required fee at the time of application, which fee may be set by the Borough Council, from time to time by resolution. If more than one inspection is required because the property does not pass occupancy requirements, the applicant shall be responsible for the costs of all subsequent inspections, unless the application is withdrawn, and may be required to pay a fee or reasonable deposit in advance.
- C. Any issued Use and Occupancy Certificate for a Building, or portion thereof being sold or leased, shall only be valid for a leasing or sale occurring within thirty (30) days after the date of issuance of the Certificate.
- D. An applicant for a Use and Occupancy Certificate shall inform the renter, lessee, or buyer of said property of the result of the inspection, prior to the lease, rental, or sale.
- E. An Use and Occupancy Certificate shall be issued in the following manner:
  - 1. If the municipal inspection reveals no Violations.
  - 2. If the municipal inspection reveals at least one Violation, but no Substantial Violations, a Temporary Use and Occupancy Certificate shall be issued. Once corrections have been made and subsequent inspections show the property to be in compliance, a Use and Occupancy Certificate shall be issued.
  - 3. If the municipal inspection reveals at least one Substantial Violation, a Temporary Access Certificate shall be issued to allow access to the property for the purpose of correcting Substantial Violations that are specifically noted on the inspection report. Once corrections have been made and subsequent inspections show the property to be in compliance, a Use and Occupancy Certificate shall be issued.
- F. Use and occupancy of a Building without a required Use and Occupancy Certificate is illegal, and shall constitute a violation of this Chapter, unless permitted pursuant to a validly issued Temporary Use and Occupancy Certificate or Temporary Access Certificate.

§\_\_-040 — Temporary Certificates

- A. Where a Temporary Use and Occupancy Certificate or Temporary Access Certificate has been issued, the Owner, at its option, shall either:
  - a. Correct any Violations and/or Substantial Violations that are specifically noted on the inspection report within the following time frames:

- DRAFT
- i. where the municipal inspection occurred prior to a purchase, within twelve (12) months of the date of purchase; or
    - ii. where the municipal inspection occurred prior to lease of the property within ninety (90) days of the date the Certificate was issued.
  - b. Demolish the Building in accordance with law.
  - B. All necessary permits required to complete any type of corrections to bring the property into compliance must be applied for and obtained in compliance with building, property maintenance, fire codes or other health or safety codes.
  - C. Failure to comply with the requirements of Subsection A. shall result in:
    - i. Revocation of the temporary certificate;
    - ii. The Owner being subject to any existing Borough ordinances or codes relating to the occupation of a property without a use and occupancy certificate.
    - iii. Violation of this Chapter

**§\_\_-050 — Inspections**

- A. Prior to issuing a Use and Occupancy Certificate, the Building Inspector shall inspect the Business or Residential Building, or portion thereof to be sold or leased, to determine whether or not it complies with the requirements as set forth in this Ordinance.
- B. Any Person or Persons authorized to make occupancy inspection, as defined in §\_\_-020 as the Building Inspector, shall enjoy all privileges, rights and immunities which would inure to the Building Inspector of Mount Pocono Borough.

**§\_\_-060 — Violations and penalties**

Any person who shall violate any provision of this Chapter shall, upon conviction thereof in any action brought in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, be sentenced to pay a fine of not less than three hundred dollars (\$300.00) and not more than one thousand dollars (\$1,000.00) plus costs of prosecution, including without limitation the Borough's reasonable attorneys fees in the enforcement proceeding. Each day that a violation of this Chapter continues, and each section of this Chapter which shall be found to have been violated, shall constitute a separate offense.

**§ \_\_\_-70 – Interpretation**

This Ordinance is intended to be consistent with, shall be interpreted, and construed, in accordance with the Municipal Code and Ordinance Compliance Act, 68 P.S. Sec. 1081, et seq, and as it amended from time to time. In the event conflict between this Chapter and Municipal Code and Ordinance Compliance Act, or any other applicable State statute, such State statute shall govern.

**§ \_\_\_-80 — Applicability**

- A. Except as set forth in subsection (b), this act shall not apply to, and a municipality may not require a certificate of occupancy, a temporary use and occupancy certificate or a temporary access certificate for a real estate transfer, including a residential or nonresidential transfer, as provided under 68 Pa.C.S. § 7103(b)(2) (relating to application of part), to any of the following which take title to property for the purpose of holding the property for sale to offset losses incurred on a loan or other obligation in default secured by a mortgage, deed of trust or other lien on the property:
- (1) Bank.
  - (2) Savings association.
  - (3) Credit union.
  - (4) Mortgage lender.
  - (5) Financial institution similar to an institution listed in paragraphs (1) through (4).
  - (6) Subsidiary of a financial institution listed in paragraphs (1) through (5).
- B. A financial institution not subject to this Chapter under subsection A. may be required by the Township to correct a substantial violation.
- C. This Chapter shall not apply to residential rentals less than thirty (30) days in length, provided that the Owner of the Building has applied for and received a Use and Occupancy Certificate within one year of the rental.





**AGREEMENT**

AND NOW this 15 day of November 2022, comes the Borough of Mount Pocono, 1361 Pocono Boulevard, Suite 100, Mount Pocono, PA 18344 (hereinafter "Borough"), and Pocono Pride (hereinafter "Pocono") 24 Whippoorwill Drive, Saylorsburg, PA 18353 and enter into the following Agreement as follows:

**FACTUAL BACKGROUND**

1. The Borough of Mount Pocono is a duly consisted political subdivision of the Commonwealth of Pennsylvania situate in Monroe County, Pennsylvania.
2. The Borough owns certain real estate located in the Borough of Mount Pocono designated Tax Map No. 10.12.1.15.
3. The property is known as Deer Field Park and is presently improved with a baseball field and a pavilion.
4. Pocono Pride is an unincorporated association.
5. Pocono Pride has applied for and received an LSA Grant from the Commonwealth Pennsylvania in order to construct a building being a pole barn structure to facilitate softball practice.
6. Pocono wishes to locate said structure on the property described hereto as Exhibit "A" under certain terms and conditions set forth herein.

NOW, THEREFORE, for good and sufficient consideration a receipt of which is acknowledged by the parties based upon the mutual promises and covenants contained herein the parties do hereby agree as follows:

## AGREEMENT

1. Pocono shall have permission by the Borough of Mount Pocono to install a 60' x 100' building on the property described in Exhibit "A" hereto strictly on the conditions set forth in this Agreement.

2. The cost of erecting the structure shall be borne entirely by Pocono, including but not limited to any engineering work, design work, site work, building materials, labor to construct building, permits and any and all costs and expenses associated with the erection of the building.

3. Pocono shall submit engineered plans to Borough which shall outlined all design elements of the structure, as well as the area on the property where the structure is proposed to be located.

4. Pocono shall apply for and obtain all necessary permits in order to erect the structure including but not limited to, building permit, Department of Labor and Industry permit, and any other permits if required.

5. Pocono shall engage a professional engineer for the purpose of designing the structure and any related site work for purposes of determining any governmental approvals including Monroe County Conservation District approval with respect to the structure.

6. The erected structure shall become the property of the Borough of Mount Pocono under and subject to certain rights to use described hereinafter.

7. Pocono shall be permitted to utilize the structure at certain times

submitted to and approved by the Borough of Mount Pocono, such approval not to be unreasonably withheld. During periods of Pocono use, said use shall be exclusive to Pocono. When Pocono is not utilizing the building, the building shall be open to other users in the discretion of the Borough of Mount Pocono.

8. With respect to any and all of the activities in the building sponsored by Pocono, Pocono shall indemnify and hold harmless The Borough with respect to any and all activities at or in the premises and shall provide a certificate of insurance naming the Borough as additional insured with limits of \$1,000,000 per incident, and \$2,000,000 aggregate.

9. Pocono shall pay any and all utility charges associated with the building including electric. The building may be connected to central water and/or central sewer at the sole cost and expense of Pocono Pride which the permission and consent of the Borough which shall not be unreasonably withheld.

10. The Borough of Mount Pocono shall be responsible for parking facilities and landscaping to be installed in conjunction with the building. The design shall be within the discretion of the Borough.

11. Prior to any contract or working at the site, such contractor will execute and submit to the Borough Mechanics Liens Waivers and a form to be filed of record.

12. The structure to be erected shall be situate upon a poured concrete slab with no crawl space or basement. The structure shall be heated by propane gas such propane gas being contained in fuel tanks and the exterior of the building.

13. The building will have access to neither water nor sewer, but Pocono may rough plumb the building in anticipation of water coming to the building in the future. Pocono acknowledges that at present, sewer and/or water lines are not adjacent to the property.

14. Fire and casualty insurance on the building shall be the responsibility of the Borough of Mount Pocono.

15. Ongoing maintenance of the structure shall be the responsibility of Pocono, including but not limited to structural elements, electric, heating and any and all maintenance.

16. Borough and Pocono shall both have access to the building and shall have keys, access codes at all times.

17. Borough shall be responsible for maintenance of outside parking areas/ driveway including snow plowing.

18. Borough will waive the cost of any and all zoning permits required for the property; Pocono shall be responsible for any and all other permits including building code permit or labor and industry permits.

19. Pocono may locate equipment within the building reacted to softball. Borough may store equipment in the building relating to the care and upkeep of the adjacent athletic fields. No other equipment may be permitted to be stored in the building.

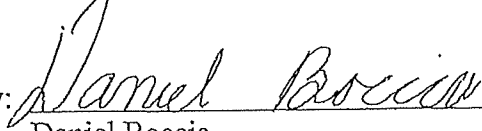
20. Under no circumstances will motor vehicles of any kind be permitted within the building.

21. Use by Pocono of the building shall strictly be for softball activities. In the event that Pocono wishes to use the building for other activities, permission must be obtained from the Borough.


22. This Agreement constitutes the complete agreement of the parties. The parties do not have any verbal agreements which have not been reduced to right in hereto.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the date and year above written.

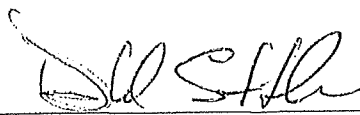
**POCONO PRIDE**

By:   
Daniel Boccia

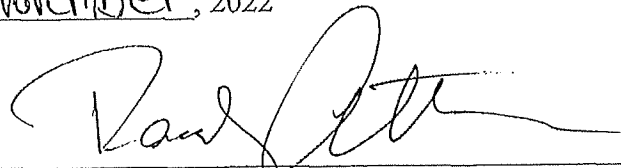
ATTEST:

  
Joshua Walker, Secretary

**MOUNT POCONO BOROUGH COUNCIL**

  
Donald Struckle, Borough Council President

APPROVED this 15 day of November, 2022

By:   
Randy Altomose, Mayor of the Borough of Mt. Pocono



Paradise Hills Corporate Center  
Suite 203, Carlton Road- Paradise Valley  
PO Box 396, Cresco PA 18326  
tel.: 610-297-1456 fax: 866-485-3204  
e-mail: [francis@fxsloan.com](mailto:francis@fxsloan.com)

**francis x. sloan,**  
**aia**  
architecture • planning • interior  
design

March 8, 2023

Mr. Joshua Walker- Borough Manager, Mt. Pocono, Mt. Pocono, Pa. 18344

Re: **Professional Architectural Services**  
**Existing Maintenance Garage Addition**  
**57 Knox Street, Mt. Pocono, Pa. 18344**

Dear Joshua:

It was a pleasure meeting with you and your associates at the site. Based on my review of documents given to me by you, and your direct input the following is our architectural proposal for your review and approval.

**Scope of work:**

1. Prepare construction documents based on your requirements and for the building departments review and approval.

**A. Schematic Design Phase**

1. Prepare(2) design sketches based on your direct input for your approval, plans and elevations.

**B. Construction Document Phase**

1. Prepare documents for construction purposes, consisting of but not limited to: plans, elevations, schedules and details for architectural, electrical and plumbing requirements for the building department review and approval.

**C. Professional fee**

Our professional fee for the above scope of work shall be **\$3.00 per square foot gross**

**D. Payment Schedule**

1. \$1/3 - Upon signing this proposal
2. \$ 1/3 - Upon completion of Schematic Design Phase
3. \$1/3 - Upon completion of Construction Document Phase.

**E. Exclusions**

All printing costs over and above six sets of documents,  
All travel expenses over and above the site location.

**F. Hourly Rate**

**(Additional Services, if required based on changes requested by you after the Schematic Design Phase approval)**

1. Architect- **\$250.00 per hour**
2. Cad operator- **\$60.00 per hour**

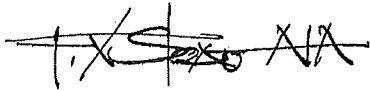
3. Secretarial- **\$35.00 per hour**

It is further agreed upon by and between the respective parties to this contract: That all architectural documents are an instrument of service and shall be the sole property of Francis X. Sloan, Architect.

Thank you for allowing me to be of service to you, please sign one (1) of the two (2) copies of this proposal and send it back to this office. We will then proceed immediately.

Ps I enjoyed your company, looking forward to working with you.

Respectfully submitted,



Francis X. Sloan, AIA  
Architect

\_\_\_\_\_  
Approved by:  
**Mr. Joshua Walker**

\_\_\_\_\_  
Date



# SCHOONOVER & VANDERHOOF, ARCHITECTS, LLC

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39 NORTH COURTLAND STREET, EAST STROUDSBURG, PENNSYLVANIA 18301

TEL: 570-424-2980

WEBSITE: SVARCH.COM

May 15, 2023

Via Email to: [office@mountpocono-pa.gov](mailto:office@mountpocono-pa.gov)

Mr. Joshua Walker,  
Borough Manager  
Mount Pocono Borough  
1361 Pocono Blvd.  
Mount Pocono, PA 18344

Re: Addition to Mount Pocono Maintenance Building  
Our Project Number: 23-05-06

Dear Joshua:

Thank you for allowing *Schoonover & Vanderhoof, Architects, LLC* to present this proposal for architectural services on the above-referenced project.

As I understand the project, you are interested in retaining the existing 3-bay garage and adding an additional 3 bays and a 2-story area that will consist of a tool room, office space, bathrooms, lunch room, storage and sleeping room.

Our services shall include the following:

1. **Documentation of Existing Conditions:**

The existing 3-bay garage will be measured and drawings prepared. The drawings shall generally consist of a floor plan and four (4) elevations. We will also measure the adjacent parts storage area to be shown on a demolition plan.

2. **Schematic Design:**

The Schematic Design phase will consist of a first floor plan, second floor plan and front elevation of the building. We have included three (3) rounds of revisions within this proposal for modifications.

3. **Design Development:**

Upon approval of the Schematic Design, the Design Development phase shall begin. During this phase, the systems such as structural systems will be designed as well as the remainder of the elevations. Also during this phase, exterior and interior materials will be selected.

Wayne W. Vanderhoof, A.I.A.  
Principal

John S. Schoonover, Jr.  
Partner Emeritus

Mr. Joshua Walker, Borough Manager  
Re: Addition to Mount Pocono Maintenance Building  
Our Project #23-05-06  
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4. **Construction Documents:**

The Construction Documents shall be detailed Construction Documents for bidding and shall generally include a demolition plan, foundation plan, structural plan, first floor plan, second floor plan, four (4) elevations, reflected ceiling plans, building sections, door and finish schedules, details, and written Specifications.

5. **Bidding:**

Upon approval of the Construction Documents, the project will be put out to suitable contractors or placed on PennBid. During the bid process, questions will be answered and, if required, Addendums will be prepared. Upon receipt of the bids, the bids will be evaluated and recommendations made. Upon selection of the Contractor, contracts between the Owner and the Contractor will be drawn up by our office.

6. **Construction Administration:**

Schoonover & Vanderhoof will provide an allowance for Construction Administration services. These services shall generally include review and approval of Applications for Payment, review and approval of shop drawings, job conferences on a bi-weekly basis (or as needed basis), and project closeout.

It is duly noted that Strunk-Albert Engineering (MEP) and Place Engineering PLLC (structural engineer) would provide Construction Administration on an hourly basis.

Our fee to provide the above service would be a *fixed fee of \$30,230.00.*

The fee is generally broken out as follows:

Schoonover & Vanderhoof Architects	\$ 11,030.00
Place Engineering (Structural Engineering)	\$ 5,200.00
Strunk-Albert Engineering (MEP)	\$ 14,000.00

Not included in our fee is the cost of reproduction of Construction Documents, agency approval fees such as building permits, etc.

Strunk-Albert Engineering has sent their proposal directly to Mount Pocono Borough. We do not have a problem with the Borough working directly with Strunk-Albert Engineering. In our proposal, we have included coordination of all consultants.

Billing will be prepared monthly on a percentage of services completed.

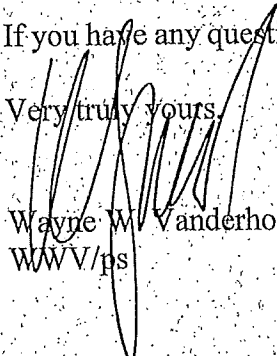
Mr. Joshua Walker, Borough Manager  
Re: Addition to Mount Pocono Maintenance Building  
Our Project #23-05-06  
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Should you accept this proposal, please **sign** this proposal and return it to our office. ***This will act as our agreement.*** Should contractual problems occur, it is our understanding that the AIA Contract between Owner and Architect (B101) will serve as a guide in resolving any disputes.

We are looking forward to working with you on this project.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

  
Wayne W. Vanderhoof, AIA  
WWV/ps

***I have accepted this proposal.***

---

Joshua Walker, Borough Manager  
Borough of Mount Pocono

\_\_\_\_\_ Date

# PLACE Engineering, PLLC

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315.256.3723  
kp@placestructural.com  
May 11, 2023

8505 Number 2 Road East  
Manlius, NY 13014

Schoonover & Vanderhoof Architects, LLC  
39 N Courtland Street  
East Stroudsburg, PA 18301

Attn: Wayne Vanderhoof  
Care of: Paulina Tylutka, Project Manager

*Delivered via email: [ptylutka@svarch.com](mailto:ptylutka@svarch.com)*

RE: New Maintenance Building, Mt. Pocono Township  
*Fee Proposal*

Dear Mr. Vanderhoof:

Please find enclosed our fee proposal to provide structural design services on the above referenced project. This proposal is based on a scope as outlined in your email of 5/8/23 and in an email from Ms. Tylutka on 5/9/23, with attachment, to be the design of a new single story 5,700sf building. The building is intended to be pre-engineered metal building (PEMB) construction, so this proposal includes only the design of the building foundations. All superstructure design work (including the second floor framing) is by others.

For the purposes of our design the foundations will bear on undisturbed soil or engineered fill. No loading docks are defined. Slab on grade loading is undefined. We will include a standard, 6-inch thick slab, not designed for any specific loading. Equipment foundations are not defined, and are also excluded.

It is assumed that the PEMB manufacturer will not be selected until after contractor award of the project. Therefore, we will be tasked to design the foundations based on assumed geometries, fixities, and loads. We will then need to adjust our design after final PEMB design is submitted. It is assumed the PEMB designer will not change the layout of the building; we will only need to adjust the foundation components to the final baseplate reactions provided. Included is a deduct if final anchor bolt (AB) reactions are provided prior to the start of our work.

Our deliverable is a design set of structural drawings defining the foundation system for the building.

We propose to provide this service, to the following fixed fees:

Design	\$ 4,000.00
Deduct if Final AB reactions provided at start	- \$1,200.00
Construction Administration, hourly basis, budget	\$ 800.00

This proposal is based on the following:

- A linear design approach; back tracking and reproduction of work already completed is subject to additional fee. We have included one adjustment to the PEMB AB reactions upon receipt of final PEMB production drawings.
- Standard shallow bearing foundations. Prior to our start, the Client will retain a geotechnical engineer to define the soil parameters, and design, define, and monitor the construction of engineered fill to final grade, if needed.
- Everything above the slab elevation is to be defined by others.
- Design meetings will be by teleconference or web-based service.
- The above includes one formal submission at 100%.
- Budget estimates, permitting support, and bidding support are excluded from the above quote. If needed, we will bill on an hourly basis for this work.
- Our current hourly rates are \$140 per hour for engineering and \$105 per hour for drafting.
- Deliverable is a .pdf file of our structural design drawings, electronically stamped and signed. Wet stamped and signed documents, if needed, will be mailed, billable at our cost.

PE, PLLC billing is monthly and payment is due upon receipt. Outstanding bills beyond 60 days are subject to interest, accrued at 1.5% monthly from the billing date.

This proposal is valid until 7/1/2023, at which time the fee is subject to a potential rate increase.

Should you find these terms acceptable, your signature below will constitute your authorization for us to perform this service.

Thank you for the opportunity to provide this service. We look forward to working with you on this project.

Sincerely,

PLACE Engineering, PLLC



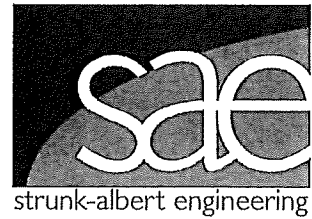
KEVIN P. PLACE, P.E.

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Approved and Accepted By

Printed Name

Date



May 4, 2023

Joshua Walker, Borough Manager  
 Borough of Mt. Pocono  
 1361 Pocono Boulevard, Suite 100  
 Mount Pocono, PA 18344  
 570-839-8436, Ext. 301  
[office@mountpocono-pa.gov](mailto:office@mountpocono-pa.gov)

Re: Proposal for Mechanical and Electrical Engineering Services  
 Borough of Mt. Pocono – New Maintenance Bldg.  
 Knox Street, Mt. Pocono, PA

Dear Joshua:

This is in response to a request through Wayne Vanderhoof at Schoonover & Vanderhoof for a proposal to provide Mechanical and Electrical Engineering Services for the above referenced project.

For purposes of definition in this proposal, The Borough of Mt. Pocono will be known as both the "Client", and the "Owner", and the subject proposal as the "Project". SAE is the abbreviation for Strunk-Albert Engineering. MEP is the abbreviation for Mechanical, Plumbing, & Electric.

1.0 PROJECT DESCRIPTION

The Borough of Mt. Pocono has engaged the architectural services of Schoonover & Vanderhoof to assist them in the design of a new Maintenance Building that will be located on Knox Street in Mt. Pocono. The proposed building will consist of a three-bay garage space that is approximately 2,880 sq. ft. as well as a two-story area of the building that will consist of a tool room, office space, bathrooms, lunchroom, storage, and sleep room. The total square footage for this portion of the building is approximately 2,800 sq. ft.

In discussions with Wayne Vanderhoof, he requested that SAE provide a proposal to the Borough of Mt. Pocono for the mechanical, electrical, and plumbing design services for the building.

2.0 DESIGN PHASE - SCOPE OF WORK

PLUMBING DESIGN			
Service	Included		Remarks
	Yes	No	
Site Utility Plan		X	Plan(s) showing water service, gas service, storm water piping, etc., and other site related utilities to be provided by Others.
Water Service Coordination	X		Coordinate water service requirement with the water company and/or site engineer.

Gas Service Coordination	X		Coordinate gas service requirement with the gas company and/or site engineer.
Gutters / Downspout System		X	
Sanitary & Vent System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Cold / Hot Water System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Hot Water Generation	X		Plans, diagrams, sizing and equipment schedule.
Plumbing Fixtures and Equipment	X		Plumbing fixture selection, misc. equipment schedule and details.
Natural Gas System	X		Plans and diagrams for the building designed to utility meter location.
Specialty Water System		X	Solar water heating, rainwater harvesting, gray water reclaim, etc.
Water Treatment System		X	
Compressed Air System	X		Plans and diagrams, sizing and selection of air compressor and related accessories.
Garage Floor Drain System		X	None anticipated.
Lubrication System		X	
Waste Oil Collection System		X	
Vehicle Wash Bay Reclaim Collection System		X	

FIRE PROTECTION DESIGN			
Service	Included		Remarks
	Yes	No	
Fire Protection System		X	

MECHANICAL (HVAC) DESIGN			
Service	Included		Remarks
	Yes	No	
HVAC Load Calculations	X		
HVAC Options Meeting with Client/Owner	X		Intent is to review HVAC options available and discuss recommendations.
HVAC System Design	X		HVAC system basis of design is unknown and is to be established during schematic design phase of project. It is anticipated that the system would most likely consist of various gas-fired appliances with split



			DX cooling. It is anticipated that the garage space will not be air conditioned.
Economizer System	X		Where desired by the Owner or required by the governing energy conservation code.
Fume Hoods or Hazardous Exhaust System Design		X	
General Building Exhaust Systems	X		
Automatic Temperature Controls	X		ATC using local programmable thermostats and standalone controllers.
Radiant Floor Heating System		X	
Snow Melt System		X	

ELECTRICAL DESIGN			
Service	Included		Remarks
	Yes	No	
Electrical Service Coordination	X		Coordinate incoming electric service requirements with the Electric Utility and Site Engineer.
Electrical Distribution	X		Plans and diagrams, including load calculations, panelboard and equipment schedules.
Building Power Systems	X		Plans and details.
Building Lighting Systems	X		Interior and exterior (building-mounted) lighting plans, details, and luminaire schedule.
Lighting Controls	X		
Emergency / Exit Lighting Systems	X		(Battery units); plans and schedule.
Site Lighting Systems – Power	X		Wiring plan and controls for site lights. Site lighting calculations, plans, details, luminaire schedule, etc., by Others.
Generator System		X	
Communications Systems	X		Telephone and data outlet location on plans. Blank boxes with conduits to accessible ceiling.
		X	Telephone equipment; specifications for telephone instruments, telephone switch, other electronic components. (By Others)
		X	IT/Computer equipment; specifications for switches, routers, hubs, servers, computers, and other electronic equipment. (By Others)
Fire Alarm / Detection System(s)	X		New fire alarm/detection system as desired by Owner and/or required by Code; plans, diagrams, equipment specs for the building.
Intrusion Detection System		X	



CCTV / Surveillance System		X	
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GENERAL SERVICES – DESIGN PHASE			
Service	Included		Remarks
	Yes	No	
MEP+FP System Design Using AutoCAD Design Software Platform	X		
CAD Architectural Drawing		X	To be provided by Client’s Architect.
CAD Site Utilities Plan(s)		X	To be provided, as needed, by Site Engineer.
MEP Code Analysis	X		Client to provide building occupancy classification, code analysis, exit plans, etc. to SAE.
Technical Specifications	X		MEP Division 22-28; CSI Format, as required by the project.
Front-End Bidding Specifications		X	
Permit / Code Review		X	Submission of permit applications, documents and paying of associated fees to local/state AHJ.
Permit / Code Review	X		Respond to review comments and make edits to the drawings as applicable.
Construction Cost Detailed Estimate		X	By Others, as needed.
Structural Engineering Analysis / Design		X	By Others, as needed.
Progress Drawing Documents	X		Emailed as PDF.
Final Drawing / Specification Documents	X		Emailed as PDF.
Final / Permit Drawing Documents	X		Hard copies signed and sealed by a licensed PE.

3.0 BIDDING

BIDDING PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Bidding-Related RFIs	X		
Preparing Addenda, as Needed.	X		
Issuing Bid Documents and Associated Addenda & Manage Plan-Holders List,		X	
Attend On-Site Pre-Bid Meeting		X	
Receive & Tabulate Bids		X	
Attend Bid Opening		X	



Review Bid Results and Issue Owner/Client Letter of Recommendation for Award		X	
Value Engineering – Review & Comment on Proposed Value Engineering recommendations.	X		As required by the project.
Value Engineering – Redesign and/or Modifications to Final Bid Documents Based on Value Engineering Decisions		X	An additional service fee would be established once the full scope of changes is known.

4.0 CONSTRUCTION PHASE

CONSTRUCTION PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Construction-Related RFIs	X		
Prepare Clarification Sketches, as Needed.	X		
Review Shop Drawings & Submittals	X		
Applications for Payment Review		X	
Permit Applications		X	Completing documentation required for application of permits. All permit applications to be completed and submitted by others.
Contractor-Owner Agreement Preparation		X	
On-Site Construction Meeting Attendance / On-Site Construction Review / On-Site Punch Inspection or Reinspection	X		Attend meetings at the site for any of the following reasons: 1) Attendance at regularly scheduled on-site construction meetings; 2) attendance at meetings on-site for the purpose of field coordination; 3) Perform on-site construction review of MEP installations; 4) Perform on-site punch inspection or re-inspections of MEP installations. Following each visit, SAE to prepare meeting minutes, construction review report or punch inspection report to Client.
Prepare Record Drawings		X	

5.0 ADDITIONAL SERVICES

- A. Any services not indicated to be included or provided by SAE in Sections 2.0, 3.0 and 4.0 are available on a time and expense basis based on the hourly rate schedule included below.



6.0 CLIENT / OWNER RESPONSIBILITIES

- A. The Client will review the project design schedule with SAE and develop a critical path schedule that is coordinated with the other design professionals that allows for a reasonable amount of time to develop the construction documents.
- B. The Client will provide information to SAE regarding the proposed project budget and project limitations.
- C. The Client will provide to SAE any letters, correspondence, or meeting minutes from other Design Team Members that is relevant to the design.

7.0 FEES AND EXPENSES

A. Lump Sum Fee

STRUNK - ALBERT ENGINEERING proposes to provide the engineering services for this project as outlined above on a flat fee basis for each phase, or as otherwise indicated below. The fee will be billed monthly as a percentage of completion for each phase:

MEP BASE FEE SCHEDULE			
1.0 DESIGN PHASE			
Schematic Design Documents		\$ 4,200	
Construction Documents		\$ 9,800	
	TOTAL FOR DESIGN PHASE		\$14,000
2.0 BIDDING PHASE			
Bidding Services		Hourly	
3.0 CONSTRUCTION PHASE			
Construction Services		Hourly	

- B. If the Engineering Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
- C. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of SAE, costs for services rendered to date will be due.
- D. Additional Services are available at the following flat hourly rates;

Partner	\$155.00 per hour
Associate	\$120.00 per hour
Construction Project Manager	\$120.00 per hour
Designer	\$105.00 per hour
Drafting	\$ 80.00 per hour
Administrative Support	\$ 60.00 per hour



- E. Reimbursable Expenses: The Base Service Fee indicated above does include SAE's anticipated expenses such as travel to project site, printing for SAE use, telephone use and standard postage. Reimbursable Expenses are in addition to compensation for Base and Additional Services and include expenses incurred by SAE in the interest of the Project and include the following:
1. Fees paid for securing approvals of authorities having jurisdiction over the project.
  2. Expense of reproductions beyond those included in the Base Fee required by the project. Reproduction costs are available upon request.
  3. Expense of shipping services (UPS, USPS, FedEx, etc.) for drawings or other media if requested by Client/Owner.

#### 8.0 PAYMENT

- A. The Client agrees to pay STRUNK - ALBERT ENGINEERING invoices within 30 days of the invoice date. The Client understands that signed and sealed drawings will not be provided until payment in full is received for the construction documents.
- B. If this project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust based on current costs. If this project proceeds but is then placed on hold for more than 3 months we reserve the right to apply a re-activation fee.
- C. It is also understood that our payment is not contingent on the Owner obtaining financing for this project. We will be paid for services rendered regardless of the final development of the project.

#### 9.0 INSURANCE AND DOCUMENT OWNERSHIP

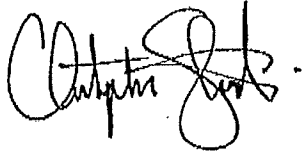
- A. SAE's Professional Liability Insurance coverage limits included within our basic services fee are \$2mil / \$2mil. We also carry Commercial, Automobile, and Umbrella Excess Liability coverages.
- B. All documents prepared or furnished by SAE pursuant to this Agreement are instruments of service, and SAE shall retain ownership and property interest therein. SAE grants Client and Owner a license to use instruments of SAE's service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client or Owner, without SAE's written permission, shall be at the Client and Owner's sole risk, and the Client and Owner agree to indemnify and hold subcontractor harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Owner or by others acting through them.

10.0 ACCEPTANCE

We appreciate your interest in working with STRUNK - ALBERT ENGINEERING. I am sure that you will find our services timely and of high quality. If this Proposal meets your satisfaction, please sign one copy and return it to our office or return another form of written authorization to proceed.

Very truly yours,

STRUNK - ALBERT ENGINEERING



Christopher T. Strunk, P.E.  
Partner

I have reviewed the above proposal and hereby authorize STRUNK - ALBERT ENGINEERING to proceed with the outlined services. (If not signed but authorized verbally or by other correspondence this proposal/contract will be in effect.)

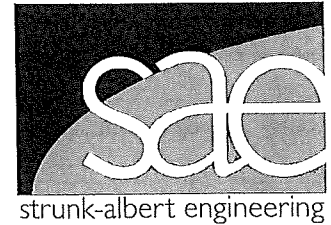
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Signature

Title

Date





~~May 4, 2023~~ Revised: May 17, 2023

Joshua Walker, Borough Manager  
 Borough of Mt. Pocono  
 1361 Pocono Boulevard, Suite 100  
 Mount Pocono, PA 18344  
 570-839-8436, Ext. 301  
[office@mountpocono-pa.gov](mailto:office@mountpocono-pa.gov)

Re: Proposal for Mechanical and Electrical Engineering Services  
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## 1.0 PROJECT DESCRIPTION

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In discussions with Wayne Vanderhoof, he requested that SAE provide a proposal to the Borough of Mt. Pocono for the mechanical, electrical, and plumbing design services for the building.

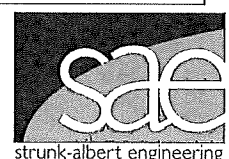
(REV-1: This proposal has been updated to include design services, as outlined below, associated with a new fire suppression system for the building)

## 2.0 DESIGN PHASE - SCOPE OF WORK

PLUMBING DESIGN			
Service	Included		Remarks
	Yes	No	
Site Utility Plan		X	Plan(s) showing water service, gas service, storm water piping, etc., and other site related utilities to be provided by Others.

Water Service Coordination	X		Coordinate water service requirement with the water company and/or site engineer.
Gas Service Coordination	X		Coordinate gas service requirement with the gas company and/or site engineer.
Gutters / Downspout System		X	
Sanitary & Vent System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Cold / Hot Water System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Hot Water Generation	X		Plans, diagrams, sizing and equipment schedule.
Plumbing Fixtures and Equipment	X		Plumbing fixture selection, misc. equipment schedule and details.
Natural Gas System	X		Plans and diagrams for the building designed to utility meter location.
Specialty Water System		X	Solar water heating, rainwater harvesting, gray water reclaim, etc.
Water Treatment System		X	
Compressed Air System	X		Plans and diagrams, sizing and selection of air compressor and related accessories.
Garage Floor Drain System		X	None anticipated.
Lubrication System		X	
Waste Oil Collection System		X	
Vehicle Wash Bay Reclaim Collection System		X	

FIRE PROTECTION DESIGN			
Service	Included		Remarks
	Yes	No	
Sprinkler Service Coordination	X		Coordinate new incoming sprinkler service with water utility and site engineer.
Fire Protection System – Service Entrance Design	X		Plans indicating entry sprinkler service layout including valves, backflow prevention device(s), alarm check valves and supervisory devices.
Sprinkler Head Location Plans	X		Full building plans indicating sprinkler head types, locations and spacing requirements.
Performance-Based Design Criteria	X		Specifications for sprinkler piping and associated components and specification of sprinkler coverage/density requirements based on hazard use.
Piping Design		X	Design of piping distribution including location, sizing of piping systems with dimensions shall be completed by the installing contractor. Finalized





			design shall be signed and sealed by installing contractor's engineer.
Hydraulic Calculations		X	Completed by the installing contractor. Signed and sealed calculations provided by installing contractor's engineer based on finalized design.
Water Flow Test		X	Perform or witness of hydrant flow test of the municipal water supply by Others. Results of test to be forwarded to SAE for review.
Fire Pump and/or Jockey Pump System		X	Pressure / flow data from the municipal water supply is unknown at this time. Therefore, design efforts for a fire pump system have been excluded from the base fee for this project. Should flow / data information indicate insufficient pressure is available to accommodate the sprinkler system's requirements, an additional design fee shall apply. An additional line-item fee has been provided below should a fire pump be required.
Fire Protection Water Storage System		X	It is anticipated that a municipal water supply is present at the project site to serve the sprinkler system. Should a water storage tank be required, an additional design fee shall apply and will be established at that time.

MECHANICAL (HVAC) DESIGN			
Service	Included		Remarks
	Yes	No	
HVAC Load Calculations	X		
HVAC Options Meeting with Client/Owner	X		Intent is to review HVAC options available and discuss recommendations.
HVAC System Design	X		HVAC system basis of design is unknown and is to be established during schematic design phase of project. It is anticipated that the system would most likely consist of various gas-fired appliances with split DX cooling. It is anticipated that the garage space will not be air conditioned.
Economizer System	X		Where desired by the Owner or required by the governing energy conservation code.
Fume Hoods or Hazardous Exhaust System Design		X	
General Building Exhaust Systems	X		
Automatic Temperature Controls	X		ATC using local programmable thermostats and standalone controllers.



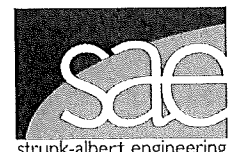
Radiant Floor Heating System		X	
Snow Melt System		X	

ELECTRICAL DESIGN			
Service	Included		Remarks
	Yes	No	
Electrical Service Coordination	X		Coordinate incoming electric service requirements with the Electric Utility and Site Engineer.
Electrical Distribution	X		Plans and diagrams, including load calculations, panelboard and equipment schedules.
Building Power Systems	X		Plans and details.
Building Lighting Systems	X		Interior and exterior (building-mounted) lighting plans, details, and luminaire schedule.
Lighting Controls	X		
Emergency / Exit Lighting Systems	X		(Battery units); plans and schedule.
Site Lighting Systems – Power	X		Wiring plan and controls for site lights. Site lighting calculations, plans, details, luminaire schedule, etc., by Others.
Generator System		X	Should the project require a fire pump to serve the automatic sprinkler system, a generator to serve that pump system will likely be required. For the purposes of the base design fee, the design work associated with a generator has been excluded. Should it be determined that a fire pump is required, an additional design fee shall apply to add a generator. An additional line-item fee has been provided below should a generator be required.
Communications Systems	X		Telephone and data outlet location on plans. Blank boxes with conduits to accessible ceiling.
		X	Telephone equipment; specifications for telephone instruments, telephone switch, other electronic components. (By Others)
		X	IT/Computer equipment; specifications for switches, routers, hubs, servers, computers, and other electronic equipment. (By Others)
Fire Alarm / Detection System(s)	X		New fire alarm/detection system as desired by Owner and/or required by Code; plans, diagrams, equipment specs for the building.
Intrusion Detection System		X	
CCTV / Surveillance System		X	

GENERAL SERVICES – DESIGN PHASE			
Service	Included		Remarks
	Yes	No	
MEP+FP System Design Using AutoCAD Design Software Platform	X		
CAD Architectural Drawing		X	To be provided by Client’s Architect.
CAD Site Utilities Plan(s)		X	To be provided, as needed, by Site Engineer.
MEP Code Analysis	X		Client to provide building occupancy classification, code analysis, exit plans, etc. to SAE.
Technical Specifications	X		MEP Division 22-28; CSI Format, as required by the project.
Front-End Bidding Specifications		X	
Permit / Code Review		X	Submission of permit applications, documents and paying of associated fees to local/state AHJ.
Permit / Code Review	X		Respond to review comments and make edits to the drawings as applicable.
Construction Cost Detailed Estimate		X	By Others, as needed.
Structural Engineering Analysis / Design		X	By Others, as needed.
Progress Drawing Documents	X		Emailed as PDF.
Final Drawing / Specification Documents	X		Emailed as PDF.
Final / Permit Drawing Documents	X		Hard copies signed and sealed by a licensed PE.

3.0 BIDDING

BIDDING PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Bidding-Related RFIs	X		
Preparing Addenda, as Needed.	X		
Issuing Bid Documents and Associated Addenda & Manage Plan-Holders List,		X	
Attend On-Site Pre-Bid Meeting		X	
Receive & Tabulate Bids		X	
Attend Bid Opening		X	
Review Bid Results and Issue Owner/Client Letter of Recommendation for Award		X	



Value Engineering – Review & Comment on Proposed Value Engineering recommendations.	X		As required by the project.
Value Engineering – Redesign and/or Modifications to Final Bid Documents Based on Value Engineering Decisions		X	An additional service fee would be established once the full scope of changes is known.

4.0 CONSTRUCTION PHASE

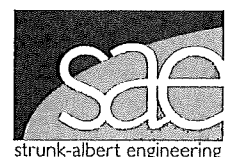
CONSTRUCTION PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Construction-Related RFIs	X		
Prepare Clarification Sketches, as Needed.	X		
Review Shop Drawings & Submittals	X		
Applications for Payment Review		X	
Permit Applications		X	Completing documentation required for application of permits. All permit applications to be completed and submitted by others.
Contractor-Owner Agreement Preparation		X	
On-Site Construction Meeting Attendance / On-Site Construction Review / On-Site Punch Inspection or Reinspection	X		Attend meetings at the site for any of the following reasons: 1) Attendance at regularly scheduled on-site construction meetings; 2) attendance at meetings on-site for the purpose of field coordination; 3) Perform on-site construction review of MEP installations; 4) Perform on-site punch inspection or re-inspections of MEP installations. Following each visit, SAE to prepare meeting minutes, construction review report or punch inspection report to Client.
Prepare Record Drawings		X	

5.0 ADDITIONAL SERVICES

- A. Any services not indicated to be included or provided by SAE in Sections 2.0, 3.0 and 4.0 are available on a time and expense basis based on the hourly rate schedule included below.

6.0 CLIENT / OWNER RESPONSIBILITIES

- A. The Client will review the project design schedule with SAE and develop a critical path schedule that is coordinated with the other design professionals that allows for a reasonable amount of time to develop the construction documents.



- B. The Client will provide information to SAE regarding the proposed project budget and project limitations.
- C. The Client will provide to SAE any letters, correspondence, or meeting minutes from other Design Team Members that is relevant to the design.

**7.0 FEES AND EXPENSES**

**A. Lump Sum Fee**

STRUNK - ALBERT ENGINEERING proposes to provide the engineering services for this project as outlined above on a flat fee basis for each phase, or as otherwise indicated below. The fee will be billed monthly as a percentage of completion for each phase:

**MEP BASE FEE SCHEDULE**

**1.0 DESIGN PHASE**

Schematic Design Documents	\$ 5,400	
Construction Documents	\$ 12,600	
		<b>TOTAL FOR DESIGN PHASE \$18,000</b>

**2.0 BIDDING PHASE**

Bidding Services Hourly

**3.0 CONSTRUCTION PHASE**

Construction Services Hourly

**MEP ADDITIONAL SERVICES FEE SCHEDULE**

**DESIGN PHASE**

Fire Pump / Jockey Pump System	\$ 2,750
Emergency Generator System Design	\$ 2,500

- B. If the Engineering Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
- C. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of SAE, costs for services rendered to date will be due.
- D. Additional Services are available at the following flat hourly rates;

Partner	\$155.00 per hour
Associate	\$120.00 per hour
Construction Project Manager	\$120.00 per hour
Designer	\$105.00 per hour
Drafting	\$ 80.00 per hour
Administrative Support	\$ 60.00 per hour



- E. Reimbursable Expenses: The Base Service Fee indicated above does include SAE's anticipated expenses such as travel to project site, printing for SAE use, telephone use and standard postage. Reimbursable Expenses are in addition to compensation for Base and Additional Services and include expenses incurred by SAE in the interest of the Project and include the following:
1. Fees paid for securing approvals of authorities having jurisdiction over the project.
  2. Expense of reproductions beyond those included in the Base Fee required by the project. Reproduction costs are available upon request.
  3. Expense of shipping services (UPS, USPS, FedEx, etc.) for drawings or other media if requested by Client/Owner.

## 8.0 PAYMENT

- A. The Client agrees to pay STRUNK - ALBERT ENGINEERING invoices within 30 days of the invoice date. The Client understands that signed and sealed drawings will not be provided until payment in full is received for the construction documents.
- B. If this project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust based on current costs. If this project proceeds but is then placed on hold for more than 3 months we reserve the right to apply a re-activation fee.
- C. It is also understood that our payment is not contingent on the Owner obtaining financing for this project. We will be paid for services rendered regardless of the final development of the project.

## 9.0 INSURANCE AND DOCUMENT OWNERSHIP

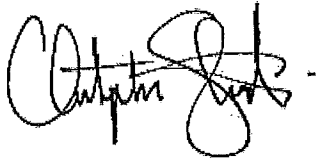
- A. SAE's Professional Liability Insurance coverage limits included within our basic services fee are \$2mil / \$2mil. We also carry Commercial, Automobile, and Umbrella Excess Liability coverages.
- B. All documents prepared or furnished by SAE pursuant to this Agreement are instruments of service, and SAE shall retain ownership and property interest therein. SAE grants Client and Owner a license to use instruments of SAE's service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client or Owner, without SAE's written permission, shall be at the Client and Owner's sole risk, and the Client and Owner agree to indemnify and hold subcontractor harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Owner or by others acting through them.

10.0 ACCEPTANCE

We appreciate your interest in working with STRUNK - ALBERT ENGINEERING. I am sure that you will find our services timely and of high quality. If this Proposal meets your satisfaction, please sign one copy and return it to our office or return another form of written authorization to proceed.

Very truly yours,

STRUNK - ALBERT ENGINEERING



Christopher T. Strunk, P.E.  
Partner

I have reviewed the above proposal and hereby authorize STRUNK - ALBERT ENGINEERING to proceed with the outlined services. (If not signed but authorized verbally or by other correspondence this proposal/contract will be in effect.)

---

Signature

Title

Date





# PROFESSIONAL SERVICES AGREEMENT

May 19, 2023

## BETWEEN

### **SEDLER DESIGN AND REDEVELOPMENT, LLC**

4063D Nazareth Pike Bethlehem, PA 18020

Mailing – PO Box 1251 Bethlehem, PA 18016

&

### **MOUNT POCONO BOROUGH**

### **MR. JOSHUA WALKER, BOROUGH MANAGER**

1361 Pocono Boulevard

Mount Pocono, PA 18344

#### **Project # 417-001**

Addition and renovation to the existing garage  
57 Knox Street, Mount Pocono, PA 18344

#### **Project Description:**

- Develop architectural & engineering plans for an addition to the existing building. To include a single story 48' x 60' garage bay and a two story 39' x 36' building that includes storage, sleeping. Tool room, lunch room and office.
- Garage area of 2,880 sq. ft +/- and two story area of 2,808 sq. ft. +/-.
- Layout of the interior spaces as per township sketch provided to SDR, LLC on May 8, 2023.
- Drawings to show all existing and proposed conditions
- Design and details to incorporate all applicable codes, namely, the 2018 International Building Code, the 2018 International Existing Building Code and the Accessibility guidelines

#### **Services Included:**

- Architectural design
- Structural design
- Electrical design
- Mechanical design
- Plumbing design
- Fire alarm design
- Data & Telephone design

#### **Specific Services Excluded:**

- Civil/Site Engineering
- Site Lighting except for building mounted lights
- Permit fees
- Third party review fees
- Design or installation of a security system
- Renderings or 3D presentations
- Architectural models
- Construction management including bid documents

**Phase I**

Project Documentation:

- Sedler Design & Redevelopment, LLC (herein SDR) shall document the existing building conditions
- SDR shall be provided access to the building and shall field measure all conditions to coordinate with owner supplied plans of the existing conditions
- SDR shall produce a set of complete and accurate drawings showing the current conditions

Schematic Design:

- SDR shall provide a schematic design of the proposed addition including all the interior spaces and building layout
- The Schematic design shall include the proposed floor plan and elevations

Design Development:

- Upon approval of the schematic design, SDR shall prepare drawings that develop the schematic design into a final approved design by the owner. This shall include the floor plans, elevations, interior details and roof plan

**Phase II**

Construction Documents:

- SDR shall prepare drawings to be used for contractor bidding, permit submission and construction. Necessary details shall be included to accurately depict the intended design and final intent of the project and to cover all code information required by the third-party code reviewers

**Payment Fee Schedule:**

The total fee for professional services for the above referenced work is **\$ 36,425.00.**

Breakdown as follows:

Architectural Services	\$ 21,855.00
Structural Design	\$ 3,645.00
MEP Design	\$ 10,925.00

Payments to be made as follows:

\$ 7,285.00	Due upon signing of this agreement
\$ 10,900.00	Due upon completion of Phase I
\$ 18,240.00	Due upon completion of Phase II

- Final drawings shall not be turned over to the owner until all monies have been paid in full.

SDR reserves the right to retain all drawings and related materials should there be any outstanding balances due

Architectural Design

Engineering

Construction Management

**Additional fees**

- SDR shall provide (2) sets of drawings for submission to local building officials and an additional (2) sets for the owners' use. If additional sets are requested by owner or owners' representative, SDR shall bill for the printing cost at a rate of \$6.00 per 24" x 36" sheet - \$9.00 per 30" x 42" sheet
- SDR **DOES NOT CHARGE** for expenses such as; reproduction costs, computer files, specifications, postage, shipping or messenger services

We look forward to working with you. Should you have any questions, please do not hesitate to call our office.

Sincerely,

*Joseph J. Sedler*

Joseph J. Sedler  
President

The firm of Sedler Design & Redevelopment, LLC is authorized to proceed based upon the terms and compensation amounts described above.

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Client Signature

Date

Architectural Design

Engineering

Construction Management

4063D Nazareth Pike Bethlehem, PA 18020





**PROPOSAL & CONTRACT  
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS)

All Enveloped containing Bid proposals shall  
Be clearly marked "**Road Paving Bid Proposal  
for 2023 Paving Road Program**"

Date

Mount Pocono Borough  
Municipality Name and Type

570-839-8436  
Telephone

Joshua Walker  
Secretary

Sealed Proposals will be received on or before  
**1:00 PM on Friday, May 19, 2023**  
Time and Date

1361 Pocono Boulevard, Suite 100  
Address

Bids will be opened and read at approximately  
**2:00 PM on Friday, May 19, 2023**  
Time and Date

Mount Pocono, PA 18344  
**Proposals must be mailed or otherwise  
delivered to the above address.**

Tentative Award Date and Time  
**6:30 PM, on Tuesday, June 6, 2023**  
Time and Date

1. The contractor proposes to furnish and deliver all materials (including Form CS-41.71, Certificate of Compliance, TR-465 Daily Bituminous Mixture Certification or other form pre-approved by PennDOT) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at the **Mount Pocono** Municipal Building at the above address.

As well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT specifications (Publication 408), **bidders need to be prequalified by PennDOT (Sec. 102.01).**

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before **August 31, 2023**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$975.00** per additional calendar day.

3. Accompanying this proposal is a certified check or bid Bond in the amount of **10%** made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirement of the proposal.

B. PROPOSAL OF: Heidelberg Materials NE, LLC  
Name of Contractor  
5804 Cherry Valley Road, Stroudsburg, PA 18360  
Address

**CONTRACTOR'S CERTIFICATION**

It is hereby certified as follows:

1. The only person(s) interested in this proposal as principal(s) is (are): \_\_\_\_\_  
Derek Steward, Construction Manager  
Kimberlee Roselli, Sr. Estimator

2. None of the above persons are employees of the municipality.

3. This proposal is made without collusion with any other person, firm, or corporation.

4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).

5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions thereof, and a payment bond conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Work's Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

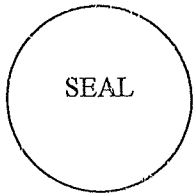
**Heidelberg Materials NE, LLC**

Contractor

WITNESSED OR ATTESTED BY:

Kimberlee Roselli  
Title Kimberlee Roselli, Sr. Estimator

BY: [Signature]  
Title Derek Steward (Seal)  
Construction Manager



TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

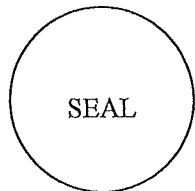
ACCEPTED ON: \_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality

ATTESTED BY:

\_\_\_\_\_  
Title

BY: \_\_\_\_\_  
Title



\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**ATTACHMENT #1**

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

**LOCATION OF WORK:**

SEE Attachment 1-B

**DESCRIPTION OF WORK:**

As indicated below and in attachments 1-A and 1-B

The Contractor is to place the type and depth of material listed in the Schedule of Prices. All depth to be compacted in place and work to include tack coat as per PennDOT Specifications Form 408, milling of pavement notches at intersecting roads and driveways and sealing of joints and utilities. A small amount of hand or machine placed roll bituminous curb may be required. These items are to be incidental to the paving.

**ESCALATOR CLAUSE:** (If adopted by the Municipality)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

SCHEDULE OF PRICES					
<b><u>BASE BID</u></b>					
1. Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
1a.	162	TONS	<b><u>WINONA ROAD</u></b> Superpave Asphalt Mixture Design, Scratch/Leveling Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 90 LBS/SY, SRL-L	122.25	19,804.50
1b.	323	TONS	<b><u>WINONA ROAD</u></b> Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 1.5"/180 LBS/SY, SRL-L	122.25	39,486.75
2a.	142	TONS	<b><u>STONEGATE DRIVE</u></b> Superpave Asphalt Mixture Design, Scratch/Leveling Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 90 LBS/SY, SRL-L	122.25	17,359.50
2b.	283	TONS	<b><u>STONEGATE DRIVE</u></b> Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 1.5"/180 LBS/SY, SRL-L	122.25	34,596.75
3a.	58	TONS	<b><u>CANDLEWOOD DRIVE</u></b> Superpave Asphalt Mixture Design, Scratch/Leveling Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 90 LBS/SY, SRL-L	122.25	7,090.50
3b.	115	TONS	<b><u>CANDLEWOOD DRIVE</u></b> Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 1.5"/180 LBS/SY, SRL-L	122.25	14,058.75
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 <sup>st</sup> and OCTOBER 31 <sup>st</sup> EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	132,396.75
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	---
				TOTAL AMOUNT OF BID	---

