

Via Email

March 22, 2021

Mr. Kyle Beidler, Ph.D., RLA, AICP
Manager, Strategic Planning and Economic Development
Cranberry Township
2525 Rochester Road
Cranberry Township, Pennsylvania 16066

**Re: Proposal for Community Park Stream Restoration
Civil Engineering Services
Cranberry Township, Butler County, Pennsylvania**

Dear Mr. Beidler,

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following AGREEMENT to provide civil engineering and landscape architecture services in response to your request for proposal for the above referenced project.

GENERAL PROJECT DESCRIPTION

HRG understands that Cranberry Township (Township) received a DCNR grant for the first phase of a three-phase stream restoration project in the Community Park. Based on our conversation with Township staff the first phase of improvements will include 525 linear feet of stream restoration. This proposal will include the design and permitting for all three (3) phases of improvements.



SCOPE OF SERVICES - Refer to Exhibit 1

Mr. Kyle Beidler
Cranberry Township
March 22, 2021

COMPENSATION

We propose to complete this work, identified in Exhibit 1, for a fee of **\$ 45,945.00**. Each section is broken out within Exhibit 1. The work will be subject to the attached General Conditions, Exhibit 2. Our policy is to render invoices monthly based on the percentage of completion. Although HRG is committed to providing services for permitting and review phases of the Project, no warranties or guarantees are given, expressed, implied, or otherwise suggested relative to the authorities having jurisdiction. Finally, HRG reserves the right to modify this scope of work and associated costs, with your concurrence, if site conditions differ substantially from those described herein.

PROPOSED LUMP SUM FEES

Survey	\$ 2,045
Wetland Delineation	\$ 2,775
Permitting	\$ 24,620
Engineering and Design	\$ 13,955
Construction Documents	\$ 2,550

COMPLETION

The CLIENT and HRG agree that they will endeavor to complete the outlined services within a reasonable time frame based on a project schedule that will be established after your execution of this AGREEMENT. The project schedule will take into consideration the permitting process and potential funding sources.

AUTHORIZATION

We have developed this AGREEMENT specifically with your project needs in mind. To execute this AGREEMENT and indicate your acceptance of these terms, and authorize the work to begin, please sign the CLIENT acceptance below and return a copy to our office.

This AGREEMENT and all attachments constitute an offer to enter into a contract with you. By having an authorized individual execute this AGREEMENT, you agree that you have read and understand this proposed AGREEMENT and all of its attached Exhibits and that you agree to all of the terms.

This AGREEMENT shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the AGREEMENT after the end of the 30-day period shall be valid only if HRG elects, in writing, to reaffirm the AGREEMENT and waive its right to reevaluate and resubmit the AGREEMENT.

If you have any questions concerning our AGREEMENT, including the attached exhibits, please feel free to contact me to discuss them in greater detail. We appreciate the opportunity to provide you with professional services in this capacity and look forward to working with you on this project.

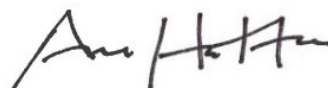
Very truly yours,

APPROVED BY:



James A. Feath, R.L.A.
Assistant Vice President

HERBERT, ROWLAND & GRUBIC, INC.



Anna Hatten, R.L.A.
Team Leader | Civil

Mr. Kyle Beidler
Cranberry Township
March 22, 2021

JAF/ATH/kmg
P001261.0538
p:\0012\001261_0538\admin\control\proposal\2021.03.19 stream restoration.docx

Enclosures

ACCEPTED BY:

CLIENT - CRANBERRY TOWNSHIP	TITLE	DATE
-----------------------------	-------	------

Proprietary Notice

This AGREEMENT contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This AGREEMENT was prepared in response to your request for your specific project and no portion of this AGREEMENT may be shared with any other party.

EXHIBIT 1 SCOPE OF SERVICES

In order to meet your needs as outlined in the above paragraph, HRG proposes the following scope of services:

A. TOPOGRAPHIC SURVEY

HRG will provide Professional Land Surveying Services in compliance with the Manual of Practice for Professional Land Surveyors in the Commonwealth of Pennsylvania.

1. HRG will perform a PA One Call preliminary design web ticket request in accordance with Updated Act 287 Amended by PA Act 50 of 2017, for the extents of the project limits as identified herein to obtain owner/operator contact information, field mark-out and/or record information of public utilities that service the project limits.
2. All surveys will reference the North American Datum of 1983 (NAD83-2011) Pennsylvania State Plane Coordinate System, South Zone (3702) and the North American Vertical Datum of 1988 (NAVD88). A survey baseline, a minimum of two (2) control points and benchmarks will be established through the work area. Recovery notes and descriptions will be noted on the existing conditions plan sheets.
3. All topographic features will be located and elevated by our survey crew using robotic total station system with data collection capabilities and/or Global Navigation Satellite System (GNSS) technology. Topographic features to be surveyed will include underground utilities that were field-marked by the utility companies; overhead utilities; property corners (as visible at the surface); centerline and edges of the existing roadways; centerline and edges of existing pedestrian bridge abutments and park walkways; existing signs; brush and tree lines; individual trees where necessary; and existing drainage features.
4. An existing conditions base map at a scale of approximately 1-inch equals 50-feet with a one-foot topographic contour interval will be prepared.

B. WETLAND DELINEATION

Herbert, Rowland & Grubic, Inc. (HRG) will delineate all jurisdictional wetlands and other regulated waters as defined by the 1987 Corps of Engineers Wetland Delineation Manual (1987 Manual), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0, and subsequent guidance. The delineations will be confined to the boundaries within the designated Area of Investigation (AOI) agreed upon by Cranberry Township and HRG.

This wetland site investigation will involve the flagging of the wetland boundaries during field investigations, completion of associated Wetland Determination Data Forms and photographic documentation. Flagging and point collection by using a Global Positioning System (GPS) will include wetland, streams and any other feature of environmental significance (springs, wells, etc.).

Upon completion of field activities, a final Regulated Waters Delineation Report will be compiled and include the following information:

- > Preliminary Data Review (United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) Mapping, Soil Survey Mapping, etc.)
- > Field Delineation Methodology

- > Site Description and Conclusion
- > Additional Technical Information (Site Location and Existing Conditions Map, wetland/streams data forms, photographs, etc.)

C. PERMITTING

Task 1 - Preliminary Jurisdictional Determination / Pre-Application Coordination

1. Upon completion of the wetland delineation, HRG will coordinate and attend (1) Preliminary Jurisdictional Determination (pre-JD) meeting with the USACOE, PADEP and the Butler County Conservation District (BCCD) to review the proposed project and confirm permit requirements. It is assumed that the project will result in minimal impacts to wetlands (if identified) and to stream channels as a result of the culvert replacements.
2. For the purposes of this scope, HRG will assume that a standard Joint Permit (JPA) will be required by the agencies for all three (3) phases of this project. At the pre-JD, we assume there will be no changes to the plans or approach to mitigation because of the PADEP meeting.

Task 2 – Prepare and Submit Joint Permit Application

1. HRG will prepare and submit a Joint Permit (Standard) Application to PADEP consistent with PADEP's Chapter 105 Regulations, the Joint Application guidance, and the Pennsylvania State Programmatic General Permit Number 5 (PASPGP-5) in a tabulated report format. It is assumed that the wetland impacts, and utility crossings will be submitted under one (1) application.
2. The report will include the sections listed below:
 - a. General Information Form (GIF) & Joint Permit Application Form.
 - b. Application Fee Worksheet.
 - c. Act 14, 67, 68, & 127 County and Municipal Notification Letters.
 - d. Cultural Resource Notice to PHMC.
 - i. It is assumed there are no impacts to Cultural or Historic areas.
 - e. PASPGP-5 Reporting Checklist.
 - f. Bog Turtle Habitat Screening Form.
 - i. It is assumed no impacts since the project is located in Butler County.
 - g. PNDI Search Form.
 - i. It is assumed any updated PNDI search will result in no impacts.
 - h. Plans
 - i. Existing Conditions.
 - ii. Proposed Conditions.
 - iii. PADEP Standard Drawings for Permitted Activities.
 1. Profiles.
 2. Cross Sections.
 3. Construction Details.
 - i. Location Map.
 - j. Project Description and Narrative and Aquatic Resource Impact Table.
 - k. Color Photographs with Photo Location Map.
 - l. Environmental Assessment Form.

- i. The prepared Wetland Delineation Report as described above will be utilized with updates to include JD revisions (if necessary).
 - ii. The appropriate modules and sub-facilities details tables will be completed and included as required.
 - m. Copy of E&S Approval Letter.
 - n. H&H Report Narrative.
 - o. Municipal Stormwater Consistency Letter – Provided by Township.
 - p. Municipal Floodplain Consistency Letter – Provided by Township.
 - q. Risk Assessment.
 - r. Engineer's Seal.
 - s. Alternative Analysis.
 - t. Mitigation Plan (if applicable).
 - i. Overall Mitigation Plan Narrative.
 - ii. Wetland Mitigation Plan.
 - iii. Wetland Mitigation Report.
 - u. Wetland Deed Restriction and Conservation Easement (if applicable)
 - i. One (1) deed restriction is required for each parcel containing wetlands. One (1) parcel is assumed to need a deed restriction for this project.
 - ii. One (1) overall Easement Exhibit will be provided.
 - v. Joint Jurisdictional Delineation (JD) with the DEP/USACE and BCCD.
 - i. Field work to flag wetlands in advance of the JD.
 - ii. Attend the field visit with the DEP/USACE/BCCD for verification of resources identified and Permit confirmation.
 - w. Rapid Assessment Review Form
- 3. It is assumed for estimating tasks/hours that PADEP will issue one (1) letter of administrative and one (1) letter of technical comments throughout their review. HRG has incorporated hours for corrections and resubmission preparation into our budget preparation.

D. ENGINEERING AND DESIGN

Task 1 - Field View

HRG engineers will complete a detailed field view of the project area to determine actual field conditions prior to design.

Task 2- Streambank Stabilization Design

HRG will complete a hydraulic analysis via HEC-RAS. HRG will analyze the effects of the proposed stream restoration concepts within the floodplain. HRG will design a grading plan with profiles and cross sections for the stream restoration. Both channel shape and shear stresses will be evaluated. HRG will compile the hydrology and existing and proposed hydraulic conditions into an H&H Report. Maps, photographs, water surface profiles, and summary tables of hydrologic and hydraulic data will be included to clearly demonstrate the results of the H&H study.

The design effort will include footprint establishment, tree species selection and density of plantings determination. Included within this work is the development of construction details, notes and construction sequencing, as well as short and long-term operations and maintenance requirements.

Task 3 - Prepare Design Drawings

Plan, profile, section, and detail drawings will be generated using AutoCAD. The drawings will include construction and restoration details as well as standardized construction notes. Plan sheets will be 24 inches by 36 inches and drawing scales will be established to allow display of appropriate detail.

Task 4 - Generate Opinion of Probable Construction Cost

An opinion of probable cost based on estimated quantities from the design drawings will be prepared, resulting in one (1) detailed cost estimate for the project. Unit cost values will be based on best-available sources (e.g., manufacturer information and recent bid knowledge). Costs will be in 2021 dollars.

Task 5 - Township Review and Concurrence of Design

Ahead of undertaking major design efforts on the project, HRG will coordinate and attend one (1) meeting with Township staff to kick-off the planning and design process. Likewise, as the process progresses, the design plans and opinion of probable construction costs will be submitted to Cranberry Township for review. HRG will hold one (1) additional meeting with Township staff to discuss any comments and determine whether any changes are needed prior to finalizing the design.

Task 6 - Project Management/Administration

This task consists of the administrative effort required of HRG to complete the project on time, within budget, and to provide a quality product. Included will be in-house meetings of the design staff, coordination and scheduling of project submittals, reviews of project costs and progress, preparation and submission of monthly invoices and progress reports, and documentation of meetings, telephone conversations, and design developments.

Task 7 - QA/QC

This task includes the implementation of HRG's formal QA/QC program for established checking procedures, plan and submission checks, design review meetings, and Principal-in-Charge project overview.

E. CONSTRUCTION DOCUMENTS

1. HRG will prepare a Construction Plan Set, for Phase 1 of the stream restoration, that will include information needed to bid and construct the proposed site improvements. The plans will be prepared to a size, scale, and level of detail necessary to clearly communicate the design intent and will be prepared in AutoCAD format. The Construction Plan Set will consist of the following general format:
 - a. Title Sheet
 - b. Existing Conditions Plan
 - c. Site Layout Plan
 - d. Grading and Drainage Plan
 - e. Landscape Plan
 - f. Lighting/Electrical Plan
 - g. Profile Sheets (Storm Sewers)
 - h. Erosion and Sedimentation Control Plan
 - i. Post Construction Stormwater Management Plan
 - j. Construction Details

2. It is assumed that all plans will be prepared to a size 24" x 36" using AutoCAD Civil 3D format.
3. Project Manual and Bid Materials – We understand that the Township's Engineering Department will be responsible for preparing the project manual. HRG will supply technical specifications, in a digital format, to the Township for use in preparing the project manual.
4. Respond to Requests for Information – We will support Township Staff in preparing written responses to contractor RFI's. For purposes of this proposal, responding to six (6) RFIs is included anything additional will be provided as additional services.

CONDITIONS AND ASSUMPTIONS

1. HRG assumes that all fees incurred during the submission and review of materials by any regulatory agencies will be the responsibility of the Township.
2. HRG assumes that the culvert replacements will be in-kind replacements and PADEP will not require hydraulic analysis for these improvements.
3. Construction details are only being prepared for Phase 1 improvements. If additional documentation is required for improvements proposed in Phase 2 and 3 by PADEP for permitting purposes HRG will provide the Township with a proposal for additional services, as necessary.

EXHIBIT 2 GENERAL CONDITIONS

1. INTENT. These General Conditions set forth the terms and conditions of the contract to which they are attached. These conditions are applicable to that contract and control absent language to the contrary in the contract.
2. LEGAL EFFECT. The terms of this AGREEMENT are legally binding and have legal consequences. Both HRG and CLIENT have had legal counsel review this AGREEMENT or understand that they have the right to have legal counsel review this AGREEMENT and have chosen not to do so. This AGREEMENT is fully integrated and no promises, representations or other statements made by either Party prior to the date of this AGREEMENT are binding upon either party or may be used for any purpose whatsoever.
3. PERFORMANCE OF PROFESSIONAL SERVICES. The services that HRG will provide on this Project are Professional Services subject to the ordinary Standard of Care applicable to Professionals practicing in the project area at the time these services are provided. There are no warranties or guarantees in any respect. CLIENT recognizes that HRG's Professional Services may be provided in part by Sub-consultants of HRG's choice for whose Professional Services HRG assumes the same responsibility as if those services were performed by HRG. CLIENT recognizes that HRG may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and published technical standards.
4. NO DUTY TO SUPERVISE OR CONTROL CONSTRUCTION. If this AGREEMENT involves construction of a Project, the construction of the Project shall be under the sole direction, supervision and control of the Prime Contractor(s) and HRG shall have no duty or authority to assume direction, supervision or control of the work of any contractor. HRG shall have no responsibility or liability for acts, omissions or errors of any Contractor, Subcontractor or Supplier.
5. ASSIGNMENT. Neither HRG nor CLIENT shall assign their respective duties nor responsibilities under this AGREEMENT except by written supplement to this AGREEMENT or as either may be required to do so as a matter of law. Nothing in this Article contradicts the provisions of Article 3 permitting subcontracting of services by HRG as is appropriate.
6. TIME OF PERFORMANCE. HRG will perform its services in a reasonably timely manner unless there is a specific time for performance set forth in the AGREEMENT or Exhibit 1. If Construction Phase services are included in the scope, Construction Administration Services begin on the date a Notice to Proceed to the contractor (or date of award, depending on whether pre-construction services are included) is issued and terminates after the number of Contract Days identified as the contract term in the Construction Contract. If the Construction Contract is a multiple prime contract project, the time for HRG's performance shall be the number of contract days in the General Contract for Construction (alternately set forth the number of days). The compensation for HRG's services have been agreed to in anticipation of the orderly and continuous progression of the work. If the time of performance is exceeded through no fault of HRG, the compensation shall be subject to equitable adjustment.
7. CLIENT RESPONSIBILITIES. CLIENT agrees to cooperate with HRG in providing timely information and documentation as requested; access to the work site as necessary and prompt, complete and reasonable review of design or other documents requiring review and approval. Any required approvals shall not be unreasonably delayed or withheld.
8. DELAYS. CLIENT and HRG agree that delays in the performance of HRG's work which are caused by circumstances beyond the control of HRG shall operate to extend the time for HRG's performance. Unless CLIENT specifies, and HRG agrees in writing, to a specific time for performance, CLIENT waives any claim against HRG for damages caused or allegedly caused by delays in performance of this AGREEMENT by HRG.
9. PAPER DOCUMENTS. If the scope of services includes production of paper document deliverables, HRG will produce paper document deliverables in printed form at each stage of CLIENT's review solely for review and comment by CLIENT. Final paper document deliverables in a number specified in the AGREEMENT will be produced by HRG.
10. INSTRUMENTS OF SERVICE. All documents (hard copy or electronic) produced by HRG, at any stage of HRG's work under this AGREEMENT, are instruments of service and HRG retains the exclusive ownership of and copyright on them. During bidding, construction, and commissioning and testing of the Project, CLIENT and CLIENT's contractors will have a limited license to use the Construction Documents to complete the Project. Upon completion of the Project, CLIENT will retain a further license as necessary for the maintenance and repair of the Project.

CLIENT shall have no license at any time to use the Instruments of Service created for this Project for use on another Project or for any purpose other than use in routine maintenance of the final Project. In the event that CLIENT wishes to change, modify or add to the Project, HRG will grant in writing a limited license to CLIENT to use the Drawings created for this Project for reference purposes only in the design of the changes, modifications or additions. That limited license shall be subject to terms appropriate to protect HRG's ownership and to protect and indemnify HRG against any legal liability for the design and construction of any changes, modifications or additions.

Mr. Kyle Beidler
Cranberry Township
March 22, 2021

Any use of HRG's Instruments of Service that is not authorized pursuant to this AGREEMENT or any addition or modification to this AGREEMENT or any other unauthorized use, shall subject the CLIENT to liquidated damages in an amount equal to the fee for design as set forth herein.

11. ELECTRONIC DOCUMENTS. Electronic Documents include correspondence, computer program files (i.e. Word, Excel, computer aided design and drafting CADD, etc.), documents, text data, drawings, information, graphics, or any other item in electronic media or digital format. HRG will not provide copies of Electronic Documents to CLIENT or to another entity except upon the written request of CLIENT and subject to the following conditions:
 - a. CLIENT and HRG may transmit, and shall accept, Project-related Electronic Documents in electronic media or digital format, directly, or through access to a secure Project website. If the scope of services does not establish an Electronic Documents Protocol for Electronic transmittal, then CLIENT and HRG shall jointly develop such protocols.
 - b. CLIENT agrees the Electronic Documents are not certified documents. HRG, by delivering the Electronic Documents to CLIENT, makes no express or implied guarantees or warranties as to the files' accuracy, title, non-infringement, and completeness, or merchantability and fitness for any purpose.
 - c. When transmitting items in Electronic Documents, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from that used in the drafting or transmittal of the items, or from these established in applicable transmittal protocols.
 - d. CLIENT shall waive all claims against the design professional arising from unauthorized changes to or use of the Electronic Documents.
 - e. CLIENT acknowledges that differences may exist between the Electronic Documents and the signed and sealed documents, and where such conflicts exist, the signed and sealed hard-copy control.
 - f. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to release HRG from any liability for errors in the electronic documents or difference between the electronic documents and the published and sealed printed Documents.
 - g. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to indemnify, defend and hold HRG harmless from and against any claims by third parties against HRG based on or allegedly based on (1) reliance on the electronic documents, or (2) arising from changes made to the CAD files by anyone other than the design professional, or (3) the transfer or reuse of the CAD files by anyone without the prior written consent of HRG;
 - h. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to remove any signatures, seals and other identification of HRG or any employee, servant or agent of HRG from any paper documents or electronic reproductions produced from the supplied electronic documents.
 - i. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied stipulate that any and all bids, takeoffs, estimates or other decisions made in the process of bidding, proposing and construction of the process were made in reliance on the signed and sealed Construction Drawings and not in reliance on any electronic documents.

12. INDEMNIFICATION. Each party agrees to indemnify the other, its agents, servants, employees, insurers, officers, directors and any affiliated entities to the full extent allowed by law against any liability, loss, award, verdict or other imposition of financial responsibility, including statutory interest which is incurred as the result of the others negligence or intentional act, but only to the extent and in the percentage of liability determined by a legally constituted finder of fact and embodied in a final judgment entered against the Indemnitor.

If either party is found to have liability to a third party to which the provisions of this clause may apply; then upon written request by that party, the parties agree to mediation to determine whether and to what extent the other party is responsible to indemnify it under this clause.

13. ADDITIONAL SERVICES. HRG shall be entitled to additional compensation if:
 - a. CLIENT requests that HRG perform additional services;
 - b. The Contract time is extended for any reason beyond the control of HRG;

Mr. Kyle Beidler
Cranberry Township
March 22, 2021

- c. HRG is required to perform additional services for any reason other than its own negligent act or omission; or
- d. The services are necessary to prevent delay to the Project, damage to the Project or other property or to prevent death or injury to any persons.

The amount of such fee shall be as agreed to by the parties and pursuant to the fee schedule (Exhibit 4). If no such agreement can be reached, HRG shall provide services and payment therefor shall be determined pursuant to the Dispute Resolution terms set forth herein.

14. CONSTRUCTION COST AND OPINIONS OF COST. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by HRG, but it will not include HRG's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this AGREEMENT so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT. Construction Cost is one of the items comprising Total Project Costs.

Since HRG has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, HRG's opinions of probable Total Project Costs and Construction Cost represent HRG's best judgment as an experienced and qualified professional and familiarity with the construction industry. HRG cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by HRG. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator.

15. PAYMENTS. Invoices will be submitted by HRG on a monthly basis as the work proceeds. Payments will be due and payable in full on receipt of an invoice by CLIENT without retainage, payment will not be contingent upon receipt of funds from third parties or should not be held as an offset to any alleged dispute. If fees are not paid in full within 60 days of the date of the invoice, HRG reserves the right to pursue all remedies, including withdrawing certifications, stopping work on three (3) days' prior written notice, to withhold submission (to CLIENT or any third party, municipality, or agency) of any plans or other documents and retaining all documents without recourse. If at any time an invoice remains unpaid for a period in excess of 60 days, interest of the rate of 1.5% per month will be charged on past-due accounts. CLIENT agrees to indemnify and hold harmless HRG from and against any and all reasonable fees, expenses and costs incurred by HRG including, but not limited to, court costs, arbitrators and attorneys' fees and other claim related expenses incurred in the collection process.

All invoicing will be substantiated by HRG cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions. Any increase in HRG's cost after the effective date of the AGREEMENT resulting from state or federal legislation shall be reimbursed by the CLIENT.

Timely payment of invoices is a condition of this AGREEMENT. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this AGREEMENT and will be cause for termination of the AGREEMENT if HRG so chooses.

16. CONTROLLING LAW AND VENUE. Any dispute arising out of this AGREEMENT shall be subject to interpretation under the laws per the state of HRG's office issuing this AGREEMENT and the venue shall be the county of HRG's office issuing this AGREEMENT unless otherwise set forth in the AGREEMENT.
17. INSURANCE. HRG shall provide insurance of the type and in the amount set forth in Exhibit 3 to this AGREEMENT. Each party waives the right to subrogation against the other and its agents, servants, employees, insurers, officers, directors and any affiliated entities to the full extent allowed by law, to the extent that such waiver neither defeats nor diminishes the available coverage or agreement to provide a defense.
18. TERMINATION. Either party may terminate this AGREEMENT for cause if the other has substantially breached the terms of the AGREEMENT. Termination for cause shall only be effected by giving written notice of the nature of the cause to the other party. Such notice shall be of sufficient specificity for the other party to have notice of the nature, cause and cure of such alleged breach. The party in breach shall have 7 days, unless a greater time is agreed to by the parties, to cure the default. If no cure has been effected within the 7 day period, (or any extension thereof agreed to) the party not in breach may terminate the AGREEMENT for cause.

If CLIENT terminates this AGREEMENT for cause, HRG shall be entitled to payment in full for all work performed up to and including the day on which HRG was notified of the termination. If HRG terminates for cause, CLIENT is entitled to no further performance by HRG.

Mr. Kyle Beidler
Cranberry Township
March 22, 2021

CLIENT may terminate this AGREEMENT for convenience upon fifteen (15) days written notice to HRG. In the event of termination for convenience by CLIENT, HRG shall be entitled to payment in full for all work performed up to and including the day on which HRG was notified of the termination plus any remaining unearned profit on the Project as calculated in accordance with commonly accepted Accounting Standards.

19. **SUSPENSION.** If the CLIENT suspends the Project for any reason, HRG shall be entitled to payment for all fees and costs billable as of the date of suspension and any other reasonable fees and costs necessary to protect CLIENT's interests related to the suspension. If the Project is reinstated, the terms of this AGREEMENT shall remain in effect with the exception of the agreed upon fee to complete the work set forth herein. The parties agree to negotiate a new fee for the completion of suspended work in accordance with HRG's then applicable fee schedule.
20. **THIRD PARTY BENEFICIARIES.** The parties do not intend to create any third party beneficiaries to this AGREEMENT. No individual or entity other than the parties is entitled to claim rights or privileges under this AGREEMENT nor to cite or use this AGREEMENT or the terms thereof as evidence of rights, privileges or entitlement to damages or redress in any forum. Both parties agree to cooperate with each other to defeat any such claim and to oppose any attempt by a third party to seek third party beneficiary status under this AGREEMENT or to make any claim under it.
21. **LIMITATION OF LIABILITY.** HRG's liability to CLIENT shall be limited to direct damages only in the form of services and the reasonable cost of repair or replacement of those portions of the Project in question made necessary by a negligent act or failure to act of HRG.

HRG shall not be liable or responsible to CLIENT for special, consequential, incidental or other damages, attorney's fees or expert fees, loss of profit, loss of revenue, cost of rented or leased equipment or services, regulatory fines or costs.

Under no circumstances shall HRG's liability to CLIENT exceed either the total fee received by HRG for basic and additional services on the Project or the amount of available Professional Liability Insurance at the time of the claim, whichever is less.

22. HRG is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
23. HRG's services do not include providing legal advice or representation.
24. HRG's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising CLIENT, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
25. If HRG encounters an undisclosed Constituent of Concern, then HRG shall notify CLIENT; and HRG may notify appropriate governmental officials if HRG reasonably concludes that doing so is required by applicable Laws or Regulations. If HRG or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then HRG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the CLIENT: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations. CLIENT and HRG acknowledge that HRG is performing professional services for CLIENT, and that HRG is not or shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any of HRG's or HRG's activities or services under this AGREEMENT. A Constituent of Concern is any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Mr. Kyle Beidler
Cranberry Township
March 22, 2021

26. MISCELLANEOUS

- a. ENTIRE AGREEMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between the parties on the Project. No prior or subsequent negotiations, discussions, verbal agreements or representations are binding upon the parties making them unless hereafter reduced to writing and agreed to by both parties in writing.
 - b. SEVERABILITY. Each portion of this AGREEMENT is severable. If any portion is found to be illegal or otherwise unenforceable, that finding shall not affect any other portion of the AGREEMENT and the remainder of the AGREEMENT shall be binding and enforceable in its entirety.
 - c. OTHER WORK. Nothing in this AGREEMENT is intended to nor shall limit HRG in any way from accepting and performing services for any other entity. Unless agreed to in writing, any additional services on this Project or on any other Project for which CLIENT contracts with HRG shall be subject to these same terms and conditions.
 - d. MARKETING/ADVERTISING. CLIENT grants HRG license to erect signage at the construction site with its name and logo and language identifying it as the Engineer on the Project subject to any municipal or other legal limitations on size and construction. In addition, CLIENT grants HRG an unlimited license to utilize photos, drawings or other renderings and/or descriptions of the Project in HRG's advertising or marketing.
 - e. AUTHORITY. The parties agree that the person or person's executing and verifying or attesting those signatures are authorized to execute this AGREEMENT and shall, upon request by the other party, provide proof of such authorization. The parties waive their right to contest the execution of this AGREEMENT on their respective parts, if such contest not raised within 10 days of the date of execution.
27. GOOD FAITH AND FAIR DEALING. The parties agree to cooperate and provide timely information and responses as requested by the other in fulfillment of the intent of this AGREEMENT. In the event of a dispute between the parties, the parties agree to make reasonable attempts to resolve any such dispute prior to entering into litigation.

EXHIBIT 4
 2021 FEE SCHEDULE FOR HOURLY COMPENSATION METHODS
 OR IF ADDITIONAL SERVICES ARE REQUIRED



2021 HRG RATES	
BILLING CATEGORIES	RANGE
Administration I	\$55 - \$65
Administration II	\$65 - \$80
Environmental Scientist I	\$85 - \$105
Environmental Scientist II	\$105 - \$125
Senior Environmental Scientist	\$125 - \$140
Planner I	\$85 - \$105
Planner II	\$105 - \$125
Senior Planner	\$125 - \$140
Landscape Architect I	\$85 - \$105
Landscape Architect II	\$105 - \$125
Senior Landscape Architect	\$125 - \$140
Surveyor I	\$70 - \$90
Surveyor II	\$90 - \$120
Senior Surveyor	\$120 - \$135
GIS Professional I	\$85 - \$105
GIS Professional II	\$105 - \$125
Senior GIS Professional	\$125 - \$150
Resident Project Representative I	\$70 - \$100
Resident Project Representative II	\$100 - \$120
Senior Resident Project Representative	\$120 - \$135
Junior Technician	\$60 - \$65
Technician I	\$85 - \$105
Technician II	\$105 - \$125
Senior Technician	\$125 - \$140
Financial Services Professional I	\$105 - \$125
Financial Services Professional II	\$125 - \$135
Senior Financial Services Professional	\$135 - \$150
Engineering Professional I	\$105 - \$125
Engineering Professional II	\$125 - \$145
Project Engineer	\$145 - \$155
Senior Project Engineer	\$155 - \$165
Assistant Project Manager	\$125 - \$145
Project Manager	\$145 - \$155
Senior Project Manager	\$155 - \$165
Operations Manager/Senior Technical Leader	\$155 - \$180
Principal	\$175 - \$185

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

PLEASE NOTE: HRG adjusts the rate schedule annually to reflect the cost of doing business for the coming year. This rate schedule is effective January 1, 2021 through December 31, 2021.

011427

EXHIBIT 5 CURRENT BILLABLE EXPENSES



2021 CURRENT BILLABLE EXPENSES	
Absorbent Sock – Small Size/Large Size	\$3.50/\$5.00/Each
All Terrain Vehicle	\$100.00/Day
Bailers	\$8.50/Each
Copies/Prints	
Color Copies - 11" x 17"	\$.60/Copy
Color Copies - 8½" x 14"	\$.48/Copy
Color Copies - 8½" x 11"	\$.40/Copy
Photocopies	\$.15/Copy
Wide Format Printing/Copying	\$.50/Square Foot
Concrete Monuments	\$30.00/Each
Hydrographic System	\$100.00/Day
Instrumentation/Meters	
Mini-Monsoon Sampling System	\$60.00/Day
Oil/Water Interface Probe	\$60.00/Day
Photoionization Detector	\$100.00/Day, \$250.00/Weekly
Water Level Indicator – Solinst	\$28.00/Day, \$14.00/Half Day
Water Level Indicator 200' – Heron	\$30.00/Day
Lodging	At Cost
Maps, Permits, Licenses	At Cost
Meals	At Cost
Mileage	IRS Allowable
Miscellaneous Charges	At Cost
Pocket Colorimeter	\$50.00/Day
Postage	As Weighed
Pumps	
Peristaltic Pump	\$40.00/Day
Whale Pump	\$30.00/Day
Rotary Hammer Drill Kit	\$100.00/Day, \$50.00/Half Day
Slam Bar/Bucket Auger	\$10.00/Day
Sub-Surface Inspection Pole Camera	\$75.00/Day
Technology Equipment Charge	\$100.00/Day
Traffic Counters	\$25.00/Day
Tubing	
1/4" Tubing	\$.13/Foot
1/2" Tubing	\$.25/Foot
3/16" x 3/8" Silicone Tubing	\$1.85/Foot

All expenses are subject to a 10% markup, including, but not limited to travel, printing, postage, survey supplies, etc.

PLEASE NOTE: HRG adjusts the current billable expenses annually to reflect the cost of doing business for the coming year. These expenses are effective January 1, 2021 through December 31, 2021.

101620

EXHIBIT 6

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 7.** The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal,

state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)