



---

***CRANBERRY TOWNSHIP  
GREENWOOD DRIVE WATERLINE RELOCATION  
AND STORM SEWER REPLACEMENT PROJECT  
PROPOSAL***

---

**PREPARED FOR:  
CRANBERRY TOWNSHIP  
2525 Rochester Road – Suite 400  
CRANBERRY TOWNSHIP, PA 16066**

**December 3, 2021  
202110219**

---

***PVE, LLC***  
*Waterfront Corporate Park III – 2000 Georgetown Drive – Suite 101 – Sewickley, PA 15143*  
*Phone: 724-444-1100 - Fax: 724-444-1104*

## **Greenwood Drive Waterline Relocation and Storm Sewer Replacement Project Request for Proposal**

Dear Mr. Banfield:

Cranberry Township is requesting proposals for Engineering Design Services for the relocation of an existing waterline, replacement/upgrade of storm sewer piping along Greenwood Drive and stream stabilization/restoration along Rolling Road in Cranberry Township, PA. The project includes but is not limited to survey, design, environmental permitting, technical specification, construction plans, easements, bid documents and assistance with bidder request for information (RFIs).

Below is a Scope of Work outline which identifies the specific work elements necessary to meet the Township's needs on this project. We would request that you submit a price proposal and schedule to my attention no later than 2:00 PM on **Friday, December 3, 2021** to include the following items:

### **Scope of Work**

#### **Task 1 - Existing conditions survey of the proposed project area, as shown on Exhibit "A", as required including:**

- a. Pennsylvania One Call.
- b. Locate Roads Right-of-Way.
- c. Survey to extend 10 feet beyond Greenwood Drive Right of Way.
- d. Survey to include stream area along Rolling Road as shown in Exhibit "A".
- e. Locate all existing structures, facilities, edge of pavements, curbs, driveways, manholes, inlets, etc., within the project area.
- f. Measure inverts of all pipes, manholes and inlets.
- g. Projects vertical and horizontal datum shall be based off of the Township Control Datum (PA State Plan South).
- h. Determine topography and elevations necessary for design and draft contours.
- i. Locate all utility lines (waterlines, sewer lines, gas lines, etc.) in the vicinity of the proposed facilities as may be visible or as may be located by the utility companies in case of underground services.
- j. Locate all electric & telephone poles, guywires, and wires.
- k. Locate stormwater conveyance system (roof drain and underdrain pipes).
- l. Draft property lines locations based off of deeds, plans of record or tax map.
- m. Only properties requiring an easement by Township will need property lines surveyed to establish easement location.

**Task 2 - Prepare Preliminary Design:**

- a. Prepare preliminary drawings and cost estimate. All design shall be in accordance with Cranberry Township ordinances.
- b. Two meetings (30% and 60% design) with Cranberry Township staff to review plans and probable project costs.
- c. Proposed storm sewer pipe along Greenwood Drive has previously been determined to be sized for a 54-inch HDPE pipe.
- d. Review with PA DEP, the project and the requirements for permits.
- e. Prepare required permit application, report and drawings for stream stabilization and restoration scope.
- f. One meeting with property owners and Township to review stream restoration and stabilization design through their property.

**Task 3- Complete Final Design:**

- a. Prepare final design drawings for public bidding.
- b. Prepare project specifications.
- c. Prepare a Soil Erosion and Sedimentation Pollution Control Plan that fully satisfies the requirements of Chapter 102 and the Pennsylvania Clean Streams Law and submit same to the Butler County Conservation District for review and approval.
- d. Present updated final plans, technical specification and project cost estimate to Cranberry Township staff.

**Task 4 - Permits:**

- a. Apply to PA Department of Environmental Protection for all required permits.
- b. Apply to all other federal, state, and/or local agencies for all required permits, if applicable.

**Task 5 - Assist in the acquisition of private property and Rights-of-Way easements.**

- a. Determine the actual locations and/or deed dimensions as may be available from public records of all properties to be acquired and Rights-of-Way to be secured.
- b. Provide Cranberry Township with individual property plots (Exhibits) or deed plots where Rights-of-Way are or property acquisition is required indicating the exact location of all properties to be acquired or each individual Rights-of-Way to be secured and to provide a deed description and site drawing of all property to be acquired.

**Task 6 - Provide assistance during the bidding period:**

- a. Answer questions and assist Township with addenda as may be necessary prior to bid opening.
- b. Attend pre-bid meetings as required by Cranberry Township.
- c. Attend pre-construction conference as required by Cranberry Township.

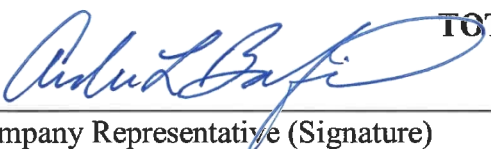
**Project Schedule**

Provide a schedule detailing the completion times of each Task in the Scope of Work. Final Design and bid documents will need to be completed and submitted to the Township by **April 11, 2022**.

**Quote Price:**

Quote must be based on a not to exceed price for completion of the scope of work as outlined above and detailed in the attached Exhibits.

**Quote Price - Not to Exceed Amount**

	<b>TOTAL</b>	<b>\$ 36,500.00</b>
Company Representative (Signature)		<u>12/3/2021</u> Date
<b>Andrew L. Banfield, P.E., Senior Engineer</b>		
Company Representative (Printed)		

Please forward the price proposal and schedule to my attention no later than 2:00 PM on **Friday, December 3, 2021**. Submission may either be by mail to my attention at the below referenced address or e-mailed to [Tim.Schutzman@cranberrytownship.org](mailto:Tim.Schutzman@cranberrytownship.org) If you have any questions, please call me at 724-776-4806 extension 1163.

Timothy J. Schutzman, P.E.  
Waterworks Coordinator  
Engineering & Environmental Services

TJS/dm

Enclosure



December 3, 2021

Mr. Timothy J. Schutzman, P.E., Waterworks Coordinator  
Cranberry Township  
2525 Rochester Road  
Suite 400  
Cranberry Township, PA 16066

Re: **Proposal for Survey and Civil Engineering Services**  
**Greenwood Drive Waterline Relocation and Storm Sewer Replacement Project - RFP**

Dear Tim:

In accordance with your request, PVE-LLC (PVE) is pleased to submit the following Professional Services Fee Proposal for the referenced project. These services would generally include the Survey and Civil Engineering services outlined below for the Greenwood Drive Waterline Relocation and Storm Sewer Replacement Project in Cranberry Township, Butler County, Pennsylvania.

#### **Project Understanding & Scope of Work**

It is our understanding that the work includes Survey research, field topography, location of existing structures, and utility lines, along with some property line location, as well as all other necessary survey items to complete an Existing Conditions Survey of the project area as defined in the Township's RFP. Also included are the Engineering services to prepare design plans and documents for bidding and construction for the relocation of a waterline and the upgrade of the storm sewer in the project area. Engineering work will also entail the necessary permit application and supporting documents for the PADEP and the Butler County Conservation District, as well as any other items listed in the RFP not specifically mentioned here.

#### **SURVEY – (Tasks 1 and 5 in the RFP)**

##### **Existing Conditions Survey and Assistance in the Acquisition of Private Property and Rights of Way Easements**

- PVE will obtain all current deeds and recorded plans for the project area and adjacent properties.
- PVE will perform design notifications with requests for mark out of utilities in the field through the PA One Call System.
- Perform an Existing Conditions Survey Plan with 2 foot contours. Extent of survey will be approximately 1750' in length, based on Exhibit included with the RFP. Survey will extend 10' beyond Right-of-Way and consist of 50' cross sections and locating of features such as pavement, pavement markings, curb, sidewalks, landscaping, trees, utility poles, signs, walls, fencing, etc. and One Call field utility markings. Survey will also include stream area between Greenwood Road and Bucks Road as defined in the RFP.
- Perform Boundary Retracement on parcels numbered 130-S7-A43, 130-S6-B22 and, 130-S4-BC.
- Final deliverable will be certified (signed & sealed by a licensed PA PLS) survey, along with a digital file of same (in AutoCAD format). All work will be done under the direct supervision of a licensed Professional Land Surveyor.

- This survey will also be provided for the establishment of boundary lines and to collect topographic data which will be used in the design of this project. This work would include any potential acquisitions of private property or the establishment of new easements or rights-of-way.
- Coordinates and Bearings will be based on State Plane Coordinate System (PA South Zone) in North American Datum of 1983. The vertical datum will be in NAVD88.

### **CIVIL ENGINEERING DESIGN & DOCUMENTS – (Tasks 2 and 3 in RFP)**

#### **Civil Engineering Schematic/Preliminary Design**

- Review Township Ordinances and Typical Construction Details to Confirm Options for Project Scope.
- Review Existing Conditions survey for design considerations and constraints.
- Perform Hydrologic and Hydraulic check of Proposed Storm Sewer Upgrade.
- Perform Hydraulic calculations for Existing Waterline Relocation as needed.
- Develop Hydraulic Stream Model for Stream Stabilization Area.
- Prepare Preliminary Designs at the 30% and 60% Completion levels showing the following items:
  - Existing Waterline Relocation and Construction Details
  - Proposed Storm Sewer Upgrade locations and Storm Structures
  - Proposed Stream Stabilization Plan Options and Permit Requirements.
- Develop Cost Estimates at Each Completion level.
- Present Preliminary Designs to Township Staff and Attend Meetings as requested.
- Attend Meeting with Property Owners affected by Proposed Stream Restoration.

#### **Civil Engineering Final Design Documents**

- Develop Design Development Plan Set, including:
  - Title Sheet
  - Existing Conditions Plan
  - Proposed Waterline Relocation Plan and Profiles
  - Proposed Storm Sewer Upgrade Plan and Profiles
  - Proposed Stream Stabilization Plan, Cross Sections, and Profiles
  - Soil Erosion & Sedimentation Control Plan
  - Construction Details
- Prepare Final Cost Estimate.
- Prepare Bidding and Technical Specifications.
- Present Updated Documents to Township Staff.

### **CIVIL ENGINEERING PERMITTING (Task 4 in RFP)**

#### **Chapter 105 Permit (Stream Stabilization Plan) and Soil Erosion & Sediment Control Approval/Permit**

- Prepare General Permit #3 Application for Stream Stabilization Plan
- Develop Permit Package with Supporting Documents such as Color Photographs, PNDI Search, and cursory Wetland Investigation, as required by the PADEP.
- Prepare Erosion & Sediment Control Application/NPDES Permit Application, if needed, for submission to Butler County Conservation District.
- Prepare Soil Erosion and Sedimentation Control Plan & Report for inclusion in the Butler County Conservation District Submission Package.
- Transmit documents to Butler County Conservation District for Review and Approval.
- Response to comments as required.
- Permitting fees are to be paid by Owner.



### **CIVIL ENGINEERING CONSTRUCTION ADMINISTRATION (Task 6 in RFP)**

#### **Civil Engineering Construction Administration**

PVE has provided the following scope of construction administration services based on the RFP. PVE has provided the following scope for Assistance during the Bidding Period which can be limited/expanded at the Owner's request as the Project proceeds.

- **Attend Meetings with Township**
- **Respond to Requests For Information (RFI) during the Bidding Process**
- **Review Submittals and/or Substitutions for Civil Engineering Scope**

### **EXCLUSIONS**

Only the items specifically mentioned above are included under this proposal.

Please see the attached ***"Exhibit A – LIST OF EXCLUSIONS"*** for those services expressly excluded from this proposal. If any of the previous services are required for the project, PVE will provide the Owner with separate proposals or on an hourly rate based upon the most recent **PVE Fee Schedule**. In addition, any fees incurred from the submission of local, state or federal permits will be the responsibility of the Client.

### **COMPENSATION**

Fee for Survey and Civil Engineering Services	
<b>TOTAL CIVIL ENGINEERING DESIGN AND PERMITTING FEE</b>	<b>\$36,500.00</b>

### **TERMS AND CONDITIONS**

Please see the attached ***"Exhibit B – STANDARD TERMS AND CONDITIONS"*** for the terms and conditions of this proposal.

Kindly review this proposal and get back to us with any questions or comments that you may have. Otherwise, if the terms and conditions of this proposal meet with your approval, please forward authorization to proceed.

This Proposal remains valid for a period of sixty (60) days from the date of the proposal.

We thank you for your time and consideration and look forward to the opportunity to work with you on this project. If you have any questions or require any additional information, please feel free to call.

Very truly yours,  
PVE, LLC

Andrew L. Banfield, P.E.  
Senior Engineer



---

**PVE Proposal  
AUTHORIZATION TO PROCEED**

IN WITNESS WHEREOF, the parties have caused this Proposal and Agreement to be executed by their duly authorized representatives, on the date and year first above written.

*Client:* Mr. Timothy J. Schutzman, P.E., Waterworks Coordinator  
Cranberry Township  
2525 Rochester Road  
Suite 400  
Cranberry Township, PA 16066

*Re:* **Proposal for Survey and Civil Engineering Services  
Greenwood Drive Waterline Relocation and Storm Sewer Replacement Project - RFP**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## EXHIBIT A – LIST OF EXCLUSIONS

Only the items specifically documented within the Proposal Scope are included under this proposal. This proposal expressly excludes the following services, which may or may not be required for the project:

### ALTA SURVEY

- Underground Utility Location
- Setting of Property Monuments (new or missing)
- Subdivision or Lot Consolidation Plan
- Creation of Covenants and Restrictions
- Preparation of lease exhibits, legal descriptions, easement agreements, or other similar documents
- Boring Stake-Out
- Title Search

### ENVIRONMENTAL

- Historical, archaeological, endangered species, or other similar cultural studies.
- Macro Invertebrate and/ or Ecological Stream Assessment Studies and/or Biological and habitat studies
- Wetland Investigations or Studies
- Wetland mitigation Plans, Wetland Mitigation Monitoring, Riparian Buffer Permitting and/or Mitigation
- Environmental studies and/or assessments
- Floodway Studies and/or FEMA Map Amendments & Revisions
- FEMA Elevation Certificate
- National Pollutant Discharge Elimination Systems (NPDES), General Permit
- National Pollutant Discharge Elimination Systems (NPDES), Individual Permit
- Historical, archaeological, endangered species, or other similar cultural studies.
- Macro Invertebrate and/ or Ecological Stream Assessment Studies and/or Biological and habitat studies
- Wetland Investigations or Studies
- Wetland mitigation Plans, Wetland Mitigation Monitoring, Riparian Buffer Permitting and/or Mitigation
- Environmental studies and/or assessments
- Floodway Studies and/or FEMA Map Amendments & Revisions
- FEMA Elevation Certificate
- National Pollutant Discharge Elimination Systems (NPDES), General Permit
- National Pollutant Discharge Elimination Systems (NPDES), Individual Permit



## TRAFFIC

- Highway Occupancy Permit
- Traffic Engineering
- Traffic Impact Assessments

## GEOTECHNICAL

- Boring Plans
- Geotechnical Investigation or Engineering
- Pavement Design
- Infiltration Tests

## DESIGN

- Off-Site Utility Design. This Proposal assumes that all utilities are available at the perimeter of the site.
- Design Documents
- Landscape Design
- Entrance Sign Designs and Details
- Irrigation Design
- Site Lighting Plan
- Retaining Wall Design and Details
- Structural Engineering - including walls, foundations, structural slabs, buildings, below grade vaults and structures and other improvements which are intended to carry vertical and horizontal loads
- Structural Design and Analysis for Building Components
- Loading Distribution and analysis of those components supported by Foundations
- Multiple Construction Packages - Preparation of multiple construction packages, such as for phased construction
- Bid Alternates - Preparation of multiple designs and separate construction documentation for add and deduct bid alternates
- Schedule - Extensions to the duration of design or construction phases of work beyond schedule defined in contract
- Selective Structural Demolition Plans
- Design for Future Modification or Expansion
- Fire Flow Calculations
- Grease Trap Design

## ENGINEERING APPROVALS

- Work performed for variances, special exceptions, rezoning, and other similar requests for changes to existing municipal regulations
- PA DEP Sanitary Sewage Facilities Planning Module
- Floodway Studies and/or FEMA Map Amendments & Revisions
- FEMA Elevation Certificate
- Grading Permit
- US Army Corps of Engineers Section 404 Permit (Joint Permit), This proposal anticipates that the project will not encroach on any jurisdictional wetlands, water courses or floodways.



## CONSTRUCTION

- Bidding and Negotiation Coordination and Administration Services
- Construction Inspection and/ or Supervision
- Site Earthwork Monitoring, Inspections and Testing

## OTHER

- Front End and Division 1 Specifications
- Expert Opinion Deposition and/or Legal Proceedings Attendance/Document Preparation
- Additional meeting beyond those identified within the scope above
- Opinion of Probable Costs - Cost Estimates
- Perspective Renderings
- Models and Animation - Physical and/or three dimensional digital models and animations are not included in the Scope of Basic Services
- 3D Color Renderings of Site or Buildings
- Filing, Application, Permit, and Review Fees required for the Project
- Substantial redesign necessitated by value engineering after client acceptance of schematic, design development, or construction documentation phases of work.
- Other engineering services not specifically referenced in the Scope of Services
- Client or governmental agency requested design revisions resulting in a substantial change in the plans
- Marketing Materials - Materials such as brochures, renderings, etc. are not included in this Scope of Services
- Foundation Design
- Deep Foundation Design
- Special Inspections
- Preparation of lease exhibits, legal descriptions, easement agreements, or other similar documents.

**If any of the excluded services are required for the project, PVE, LLC will provide the Owner with separate proposals, or a Time & Materials Based work order based on hourly rates from the most recent PVE, LLC Fee Schedule.**



## EXHIBIT B – STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached cost proposal constitute the Agreement” between PVE, LLC (Hereinafter referred to as the Consultant) (For purposes of definition, “Consultant” shall include employees of Consultant) and the entity or person to whom the attached proposal is addressed (Hereinafter referred to as the “Client”) for the performance of basic or additional services.

### Performance of Services:

PVE, LLC shall provide consulting services as described under this proposal. Consultant shall render such services and deliver the required reports and other deliverables as outlined in this proposal. The Consultant and its employees will exercise the degree of professional skill and care expected by customarily accepted practices and procedures in the same or similar locality and under the same or similar circumstances. No warranties, expressed or implied, are made with respect to the Consultant’s performance, unless agreed to in writing. The Consultant is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client. Consultant will make efforts to perform its services under this Agreement in accordance with applicable laws, rules, or regulations applicable to the engineering services to be provided hereunder. Consultant represents that it is the lawful owner or licensee of any software programs or other materials used by Consultant in the performance of the services called for in this Agreement.

The Consultant is not responsible for acts or omissions of the Client, nor for third parties not under its direct control. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third-party against either the Client or Consultant. The Consultant shall not be liable for any reasons for any special, indirect or consequential damages including loss of use of any premises and loss of profit. The Consultant may rely upon information supplied by the Client engaging the Consultant, or its contractors or sub-consultants, or information available from generally accepted reputable sources, without independent verification. Client warrants that it owns (or otherwise may lawfully use) all right, title, and interest in and to any plans, programs, systems, data, or materials furnished to Consultant hereunder.

Consultant assumes that the Owner will not request or require “Major or Significant” changes to the project design following approval of the Site Layout Plan. Furthermore, consultant assumes that local, state, and federal reviewing agencies will not require “Major or Significant” revisions to the project. Should revisions be required or requested, invoices for additional services will be submitted and time schedules adjusted accordingly. Consultant will develop the plans and/or reports required for the completion of the work included herein. All application fees shall be paid by the Owner.

### Payment

The Client is responsible for payment of all charges for the work indicated on the attached proposal. Invoicing for the work included herein will occur monthly based on the percentage of work completed determined by Consultant. Payment is due upon receipt of invoice and interest is applied at a rate of 1.33% per month (16% annually) for accounts over 30 days past due. If payment is not made within 90 calendar days of submission, the Consultant may suspend work until such time as all payments due have been made. All charges will be billed and invoiced; Client shall have ten (10) days from issuance to dispute any charges. If there is no such dispute, the charges will be deemed valid.

### Reimbursable Expenses

Travel costs, transportation (mileage at a rate of \$0.60 per mile for wear and tear on vehicle and gas), long distance communications, photocopies, blueprints, photographs, postage, reproduction and shipping charges; rental equipment, laboratory fees, fees advanced on Client’s behalf; cost of parking and tolls will all be billed at cost plus 10%. Back-up information will be provided upon request.

### Instruments of Service:

As between Client and Consultant, all right, title, and interest in and to the Instruments of Service, programs, systems, data, or materials utilized or produced by Consultant in the performance of the services called for in this Agreement shall remain the property of Consultant. All right, title, and interest in and to any programs, systems, data, and materials furnished to Consultant by Client are and shall remain the property of Client. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant’s documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to fully defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

### Electronic Media

The Consultant may agree to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, documents provided to the Client in electronic media are for informational purposes only and not an end product and may not be distributed to third parties without Consultant’s approval.



Documents will conform to specifications defined in the attached proposal. The documents are submitted to the Client for an acceptance period of 30 days. Any defects which the Client discovers in that time period shall be reported to the Consultant for correction. The Consultant makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.

The electronic media are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, nor by third parties, without the express written consent of the Consultant and without reasonable compensation. Accordingly, the Client agrees to waive any and all claims against the Consultant resulting in any way from the unauthorized reuse or alteration of electronic media, and to defend, indemnify, and hold the Consultant harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the reuse of any electronic media.

#### Services During Construction

If the Consultant's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the Site, will be to enable the Consultant to better perform the duties and responsibilities assigned to and undertaken by it as a design professional, and to provide the Client with a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents. The Consultant can only comment on conditions readily observable during the site visits and cannot be held responsible for the correctness and completeness of all of the Contractor's work. This lies solely with the Contractor. If the Consultant's services during construction include shop drawing review, the Consultant will review (or take other appropriate action with respect to) shop drawings, samples and other data which the Contractors are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. The Consultant's review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor of (a) their obligations regarding review and approval of any such submittals and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction. The Contractor is solely responsible for the quality and completeness of the work performed.

The Consultant shall not supervise, direct or have control over the Contractor's work, nor shall the Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project. Consultant shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents, or for failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work. The means, methods, techniques, sequences and procedures of the construction work and the safety precautions and programs are solely the Contractor's rights and responsibilities. Consultant shall be held harmless, indemnified and shall not be held responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project.

#### Limitation of Liability

To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant and its owners, officers, directors, employees and insurers to the sum of the fees for the selected tasks to be executed, but in no case exceeding the total compensation quoted in this proposal for claims, losses, expenses and damages (separately and in the aggregate), including claims of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other tort, or otherwise. In the event that a court determines that the amount of this limitation of liability is not reasonable, liability shall be limited to the amount of Consultant's fee or the lowest amount that a court determines to be a reasonable limitation of liability. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Work or any other matter, excepting liability arising from the sole negligence of Consultant. All time and monies spent by Consultant in defending or providing assistance in any such action shall be compensated by the Client at the Hourly Rates in place at that time.

#### Dispute Resolution

At the option of either party, any claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement may be resolved by binding arbitration in the State of Pennsylvania in accordance with the rules of the American Arbitration Association or by litigation in an appropriate court in the State of Pennsylvania pursuant to the laws of the State of Pennsylvania. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Consultant.

#### Legal Action

Causes of action between the parties to this Agreement accrue upon final completion of the engineering services provided under this Agreement. In the event that the Client institutes a suit against the Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for the Consultant, the Client agrees to pay the Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of the Consultant.

#### Suspension of Work and Termination

Upon failure of the other party to perform its obligations under this Agreement, the Client or Consultant may terminate this Agreement upon 7-days written Notice to the other party. In the event of Termination, Consultant shall be entitled to be paid for all services rendered through the effective date of termination plus any expenses incurred as a result of the Termination. No deductions shall be made from the Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to the Consultant be contingent upon financing arrangements or receipt of payment from any third party.

If the Client fails to make payment when due for services and reimbursable expenses, the Consultant may, upon seven (7) days written notice by certified mail return receipt requested to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage to the Client or others because of such suspension of services.



#### Precedence

These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### Severability

If any of these Standard Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

#### Survival

These conditions shall survive the completion of the Consultant's services on this project and the termination of services for any cause and shall be binding on the Client's successors and/or assigns.

#### Governing Law

This Agreement shall be governed by the internal laws of the State of Pennsylvania without regard to principals of conflict of laws.

#### Assignment

By this Agreement, the Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement; and, to the partners, successors, assigns and legal representatives of such other party. Neither the Client nor Consultant shall assign this Agreement without the express written consent of the other party to this Agreement.

#### Miscellaneous

This Agreement represents the entire and integrated Agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, whether they be written or oral, This Agreement may be amended or modified only by a written instrument signed by both the Client and Consultant.

### **End of Standard Terms and Conditions**



## EXHIBIT C – SCHEDULE OF FEES (2021) – (01)

### Civil Engineering / Land Planning / Structure Design

Principal	\$165.00	Senior Engineer II	\$130.00
Executive Consultant	\$165.00	Senior Engineer I	\$120.00
Director	\$145.00	Project Engineer II	\$115.00
Senior Technical Manager	\$135.00	Project Engineer I	\$110.00
Senior Project Manager II	\$140.00	Project Designer II	\$105.00
Senior Project Manager I	\$135.00	Project Designer I	\$100.00
Project Manager II	\$130.00	Staff Designer II	\$ 95.00
Project Manager I	\$125.00	Staff Designer I	\$ 85.00
Assistant Project Manager	\$110.00	Permit Specialist	\$105.00
Landscape Architect	\$105.00	Technician III	\$105.00
Land Planner	\$ 95.00	Technician II	\$ 90.00
		Technician I	\$ 75.00

### Surveying / Mapping

Senior Survey Manager	\$135.00	Staff Surveyor	\$100.00
Senior Land Surveyor	\$120.00	Project Technician	\$ 95.00
Survey Field Crew (3-Man)	\$195.00	Survey Technician III	\$ 90.00
Survey Field Crew (2-Man)	\$155.00	Survey Technician II	\$ 80.00
Survey Field Crew (1-Man)	\$115.00	Survey Technician I	\$ 70.00

### Environmental / Hydrogeology

Principal/Geologist	\$165.00	Senior Geologist	\$145.00
Director	\$145.00	Senior Hydrogeologist	\$145.00
Senior Project Manager II	\$140.00	Senior GIS Specialist	\$125.00
Senior Project Manager I	\$135.00	Staff GIS Specialist	\$115.00
Project Manager II	\$130.00	Staff Geologist/Hydrogeologist	\$115.00
Project Manager I	\$125.00	Environmental Technician IV	\$115.00
Assistant Project Manager	\$110.00	Environmental Technician III	\$100.00
Scientist	\$115.00	Environmental Technician II	\$ 90.00
		Environmental Technician I	\$ 80.00

### Reimbursable Expense

There will be no itemized hourly charges for Administrative & Clerical Staff Work. Reimbursable expenses such as printing, copying, mailing fees, special delivery fees, travel and mileage will be charged separately based upon the amount of work completed on a project.

ID	Task Name	Duration	Start	Finish	Resource Names	4, '21 M	Nov 28, '21 S	Dec 5, '21 T	Dec 12, '21 T	Dec 19, '21 S	Dec 26, '21 F	Jan 2, '22 W	Jan 9, '22 M	Jan 16, '22 S	Jan 23, '22 F	Jan 30, '22 W	Feb 6, '22 M	Feb 13, '22 S	Feb 20, '22 T	Feb 27, '22 T	Mar 6, '22 S	Mar 13, '22 T	Mar 20, '22 T	Mar 27, '22 S	Apr 3, '22 F	Apr 10, '22 W	Apr 17, '22 M	Apr 24, '22 S	May 1, '22 F	May 8, '22 W	May 15, '22 M	May 22, '22 S	May 29, '22 F	Jun 5, '22 W	Jun 12, '22 M		
0	Greenwood Drive Project	137 days?	Fri 12/3/21	Tue 6/14/22																																	
1	Proposal Phase	10 days	Fri 12/3/21	Fri 12/17/21	Engineering Group																																
2	Submit Proposal for Cranberry Township	0 days	Fri 12/3/21	Fri 12/3/21																																	
3	Township Review Process	10 days	Mon 12/6/21	Fri 12/17/21																																	
4	PROJECT DESIGN	127 days?	Mon 12/20/21	Tue 6/14/22																																	
5	Task 1 - Existing Conditions Survey	10 days	Mon 12/20/21	Fri 12/31/21	Survey Group																																
6	Perform Office Research - One Call and Rights of Way	5 days	Mon 12/20/21	Fri 12/24/21																																	
7	Field Survey Project Limits and Affected Property Lines	5 days	Mon 12/27/21	Fri 12/31/21																																	
8	Task 2 - Preliminary Design	22 days?	Mon 1/10/22	Tue 2/8/22	Engineering Group																																
9	Review Project with PADEP for Possible Permits	1 day?	Mon 1/10/22	Mon 1/10/22																																	
10	Prepare hydraulic model of stream for Storm Pipe and Stream Restoration Areas	10 days	Mon 1/10/22	Fri 1/21/22																																	
11	Develop preliminary plans and cost estimates for 30% Completion Meeting with Township Staff	15 days	Tue 1/11/22	Mon 1/31/22																																	
12	Develop preliminary plans and cost estimates for 60% Completion Meeting with Township Staff	5 days	Tue 2/1/22	Mon 2/7/22																																	

Project: Greenwood Drive Project  
Date: Fri 12/3/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1



