



220 West Kensinger Drive
Suite 100
Cranberry Township, PA 16066
724.779.4777
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Via Email

July 21, 2022

Mr. Michael Malak, P.E.
Director of Engineering and Environmental Services
2525 Rochester Road
Cranberry Township, Pennsylvania 16066

Re: Franklin Acres Pump Station Upgrade
Cost Proposal for Professional Engineering Services

Dear Mr. Malak,

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following AGREEMENT to provide engineering services in response to your verbal request at the July 14, 2022 Franklin Acres Pump Station Review meeting.

GENERAL PROJECT DESCRIPTION

It is our understanding that the Franklin Acres Pump Station (PS), which was originally constructed in 1979 and upgraded in 1989, is in need of significant improvements. In general HRG shall:

- > review records including Wasteload Management Report (Chapter 94) flows, existing operational records and the sewer system flow monitoring data collected by the Township;
- > prepare preliminary and final design drawings for improvements; and
- > obtain the required permits.

It is understood that the PS upgrade should be constructed at the same site of existing Franklin Acres Pump Station and, if possible, maintain the use of the existing generator. Design of the new PS will include Smith and Loveless packaged pump station that will connect to the existing force main, a new control building to house electrical, SCADA, odor control equipment, and a bathroom; necessary site improvements including paving, stormwater controls, site fencing and site lighting; and demolition of the existing pump station. HRG shall determine if a new generator is required and, if so, will design and specify that as well.

SCOPE OF SERVICES

Refer to Exhibit 1 for Sewage Facilities Planning, Design and Permitting, and Final Design scope of services. Bidding and construction phase scope of services shall be provided at the request of the Township upon completion Phase 03.

COMPENSATION

We propose to complete this work, identified in Exhibit 1, for the following Lump Sum fees, including customary reimbursable expenses:

Phase 01: Sewage Facilities Planning	\$14,600.00
Phase 02: Preliminary Design and Permitting	\$52,100.00
Phase 03: Final Design	\$62,600.00

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.

COMPLETION

The CLIENT and HRG agree that they will endeavor to complete the outlined services within the following schedule:

Sewage Facilities Planning	Submitted to Township for review and execution six (6) weeks from Notice to Proceed. The 30-day Public Notice to be advertised at this time. Please note that the Planning Module is the critical path item in relation to permitting; reviews, adoption and DEP approval will drive this schedule.
Preliminary Design	Six (6) weeks from Planning Module submission.
Permitting	Applications submitted four (4) weeks after Township approval of pre-design and planning approval.
Final Design	Within eight (8) weeks after WQM permit approval.

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.

Mr. Michael Malak, P.E.
Franklin Acres Pump Station Upgrade
July 21, 2022

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:

HERBERT, ROWLAND & GRUBIC, INC.



James A. Feath, RLA
Assistant Vice President



Chad E. Hanley, P.E.
Group Manager | Water & Wastewater

CEH/JDK/SCS/kmg
P001261.0559

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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:

Phase 01: Sewage Facilities Planning

HRG shall prepare and submit one (1) Component 3m module to the Pennsylvania Department of Environmental Protection (PADEP). General items include:

1. Prepare and submit a sewage facilities planning mailer to PADEP upon execution from the Township.
2. A PNDI search application will be prepared and submitted; HRG assumes no potential impact will be identified.
3. A PHMC search application will be prepared and submitted; HRG assumes no potential impact will be identified.
4. Review impacts of flows and loadings to treatment plant and NPDES permit limitations.
5. Prepare and compare alternatives for meeting the above objectives.
6. Prepare a public notice.
7. Provide a proposed timeline for implementation of the recommended alternative(s).
8. Submissions to the Township, Township Planning Commission, Butler County Planning Commission and PADEP.
9. Prepare one (1) response letter to any comments received from each of the following entities:
 - a. Public Commenters
 - b. Township Planning Commission
 - c. Township Board of Directors
 - d. Butler County Planning Commission
 - e. PADEP

Phase 02: Design and Permitting

1. Utilize historic PA One Call information to facilitate the location of any underground utilities.
2. Utilize historic topographic survey of the Project area to include roadway rights-of-way plus 10' on each side.
3. Perform property boundary survey of Franklin Acres Pump Station parcel owned by Cranberry Township. Obtain available Township road right-of-way widths of record, as obtained from the Township, which will be based on the physical centerlines of roads.

4. Prepare a basemap in AutoCAD Civil 3D.
5. Prepare Preliminary Construction Plans (Preliminary Plans) that depict the required improvements for permitting purposes and reflect 30% Design. The Preliminary Plans will be prepared in AutoCAD Civil 3D at an appropriate scale. The Preliminary Plans will generally consist of the following general format:
 - > Title Sheet
 - > General Notes and Legend
 - > Gravity Main Plans & Profiles
 - > Pump Station Site Plans & Section Views
 - > Construction Details
6. Design to be on the existing Franklin Acres Pump Station parcel and include:
 - > A new wet well, pumps, and controls similar to the Township's Briar Creek Pump Station as requested at the July 14, 2022 meeting with the Township.
 - > Pumps to be sized using the intermunicipal agreement with BCRA EDUs and 2018 Tec Smith flow data.
 - > Connection to existing force main.
 - > Waterline extension to service the new pump station.
 - > Block building with metal roof to include space for:
 - Generator
 - Odor control equipment
 - Bathroom (exempt from ADA compliance)
 - Transfer switch
7. Prepare an application for a Water Quality Management (WQM) Permit for the proposed pump station and submit to the PADEP for review.
8. HRG shall prepare a Building Permit application.
9. Prepare an opinion of probable construction cost for the Township's reference based upon the Preliminary Plans.
10. Attend two (2) meetings with Township representatives to review the proposed Preliminary Plans (30% Design) and discuss the opinion of probable construction cost.
11. Identify necessary easements, if any, required to construct proposed facilities.
12. Address comments received from the Township. One (1) round of plan revisions associated with these comments is anticipated.
13. All permit application fees will be paid by Township and are not included in HRG's fee.

Phase 03: Final Design

HRG will complete 60% and final design work, along with preparation of the final plans and specifications to enable the Township to publicly bid the construction of the Project. HRG anticipates that two (2) construction contracts will be necessary: one (1) general contract and one (1) electrical contract.

1. HRG will attend one (1) meeting to review the 60% and Final Design submittals with the Township and operational staff. Comments received will be incorporated into the final project documents.
2. HRG shall finalize the detailed construction plans for the project incorporating all aspects of the required work. The plans will also include construction details for the proposed improvements consistent with applicable Township construction standards.
3. HRG shall prepare technical specifications for the project that incorporate all aspects of the required work.
4. HRG shall utilize Cranberry Township's "front-end" contract documents as provided.
5. HRG shall prepare a final estimated opinion of construction costs for the Township's review and approval prior to bidding.
6. HRG shall schedule a 90% final design meeting prior to proceeding with completion of all documents and incorporate comments from the meeting. It is assumed that comments from this meeting will not require significant design modifications.
7. Update PA One-Call as required by law prior to bidding project.

DELIVERABLES

1. Draft permit applications for Township review, comment and execution.
2. Preliminary Drawings for Township review and comment (30% Design).
3. Interim Drawings for Township review and comment (60% Design).
4. Final approved permits upon receipt from regulatory agencies.
5. Final plans and specifications suitable for public bidding.
6. Opinion of Probable Construction Cost and updated project schedule at 30%, 60% and Final Design.
7. Meeting minutes and action item log.
8. All final versions of deliverables will be furnished to Township in the form of three (3) hard copies, one (1) electronic copy (in PDF format).
9. Engineer's services under Phase 03 will be considered complete on the date when Engineer has delivered final plans and specifications and upon permit approvals by respective regulatory agencies.

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.

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;

- 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.

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.

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.

Mr. Michael Malak, P.E.
Franklin Acres Pump Station Upgrade
July 21, 2022

EXHIBIT 3 INSURANCE

The insurance(s) as per General Conditions Paragraph 17 of this AGREEMENT are as follows:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/14/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER James B Murdoch Insurance Group Inc. 4300 Carlisle Pike Camp Hill PA 17011		CONTACT NAME: Melissa J Strous PHONE (Off, No. Ext.): (717)737-9900 FAX (Off, No.): (717)737-9852 E-MAIL ADDRESS: melissa.j@bminsurance.com				
INSURED Herbert Rowland & Grubic Inc. 369 E Park Dr Harrisburg PA 17111-2730		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A : ERIE INS EXCH		26271		
		INSURER B : ERIE INS CO OF NY		26271		
		INSURER C : CNA (Schinnerer)		20443		
		INSURER D :				
		INSURER E :				
		INSURER F :				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	TYPE OF INSURANCE	ADDL. TRM (PISO-YYQ)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Q61-0097009	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1000000 MED EXP (Per one person) \$ 5000 PERSONAL & ADY INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
GEVL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Q05-1502279	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		Q29-0170004	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
DED. <input checked="" type="checkbox"/> RETENTION \$						
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Q89-5101392	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
C	Professional Liability		AEH 00-822-00-56	6/9/2022	6/9/2023	Per Claim \$5,000,000 Per Aggregate \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER						
CANCELLATION						
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
AUTHORIZED REPRESENTATIVE <i>Melissa Strous</i>						
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EXHIBIT 4
FEE SCHEDULE FOR HOURLY COMPENSATION METHODS
OR IF ADDITIONAL SERVICES ARE REQUIRED

2022 HRG RATES	
BILLING CATEGORIES	RANGE
Administration I	\$55 - \$70
Administration II	\$70 - \$85
Environmental Scientist I	\$85 - \$110
Environmental Scientist II	\$110 - \$135
Senior Environmental Scientist	\$135 - \$145
Planner I	\$85 - \$105
Planner II	\$105 - \$130
Senior Planner	\$130 - \$145
Landscape Architect I	\$85 - \$110
Landscape Architect II	\$110 - \$130
Senior Landscape Architect	\$130 - \$145
Surveyor I	\$70 - \$95
Surveyor II	\$95 - \$125
Senior Surveyor	\$125 - \$145
GIS Professional I	\$85 - \$115
GIS Professional II	\$115 - \$135
Senior GIS Professional	\$135 - \$155
Resident Project Representative I	\$70 - \$105
Resident Project Representative II	\$105 - \$125
Senior Resident Project Representative	\$125 - \$145
Junior Technician	\$60 - \$70
Technician I	\$85 - \$110
Technician II	\$110 - \$135
Senior Technician	\$135 - \$150
Financial Services Professional I	\$105 - \$130
Financial Services Professional II	\$130 - \$140
Senior Financial Services Professional	\$140 - \$155
Engineering Professional I	\$110 - \$130
Engineering Professional II	\$130 - \$150
Project Engineer	\$150 - \$160
Senior Project Engineer	\$160 - \$175
Assistant Project Manager	\$125 - \$150
Project Manager	\$150 - \$165
Senior Project Manager	\$165 - \$175
Operations Manager/Senior Technical Leader	\$160 - \$190
Principal	\$175 - \$190

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, 2022 through December 31, 2022.

EXHIBIT 5 CURRENT BILLABLE EXPENSES

2022 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, 2022 through December 31, 2022.