



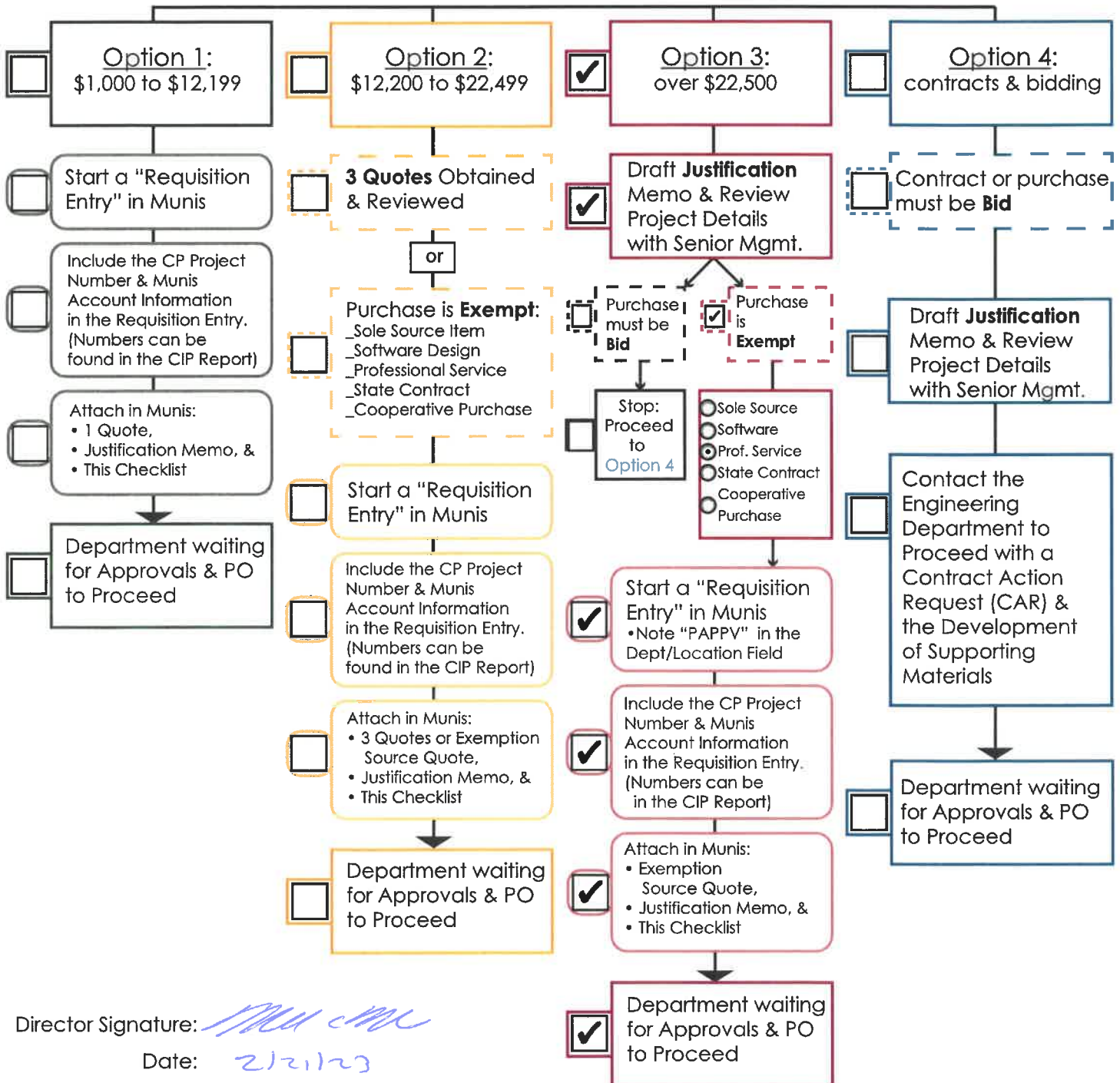
Cranberry Township Capital Purchasing Checklist

Purchase Title or Description: **Burke Rd. Water Main Loop - Award design services to Penn E&R**

Estimated Cost: **\$20,000**

Submitting Department: **Engineering**

Munis Project Number (CP#): **CP093**





Director's Justification Memo

DATE: 2/21/23

TO: Lucas Martsof, Assistant Township Manager

FROM: Mike Malak, Director - Engineering

RE: Water Main Loop - Burke Rd. - Award design services to Penn E&R

Munis Project Number: CP093

Munis Account(s): 6110.5495.5111



Check this box if the purchase is part of a capital project.

Project Title:

Water Main Loop - Burke Rd. (design only)

Purchase / Project Description:

Provide a detail description of the proposed requisition. (650 character limit)

This project will design a water main loop along Burke Road to eliminate a dead end section of water main along the eastern portion of Peters Road. The proposed improvement should be completed prior to PennDOT's widening project on Franklin Road.

Purchase / Project Justification:

Describe why is this requisition is needed. What alternatives were considered? (650 character limit)

The water line loop will improve water quality and minimize the number of customers out of service due to water main breaks in this section of the Township. To minimize future construction impacts and disturbances, the proposed improvements should be completed prior to the 2024 Franklin Road project.

Director's Justification Memo

Purchase Cost Details:

Provide a summary of the estimated costs. (650 character limit.)

Penn E&R's proposal includes the following services: Existing conditions survey, preliminary design, final design, permits, and project bidding assistance for a total of \$20,000.

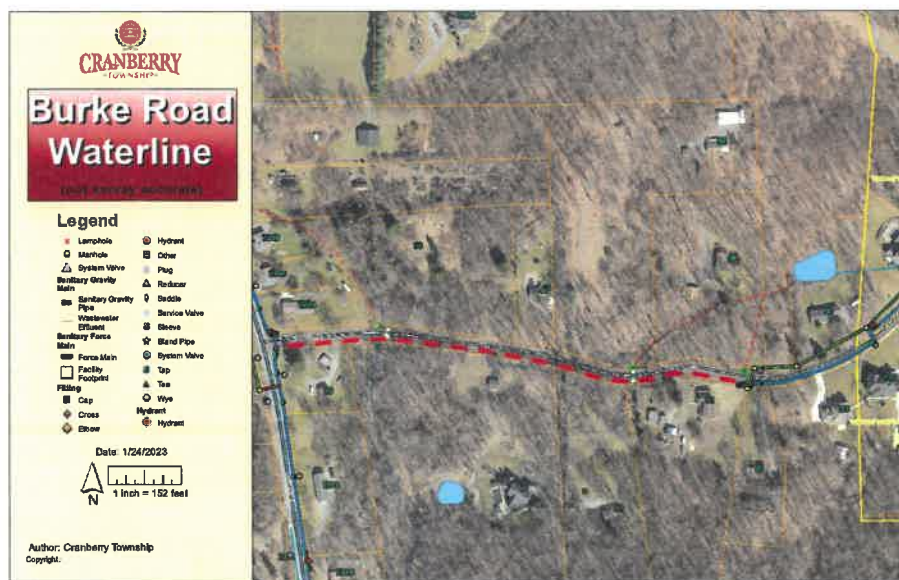
Staff Recommendation:

Describe the basis of your recommendation. (500 character limit.)

Engineering staff recommends awarding design contract to Penn E&R.

Image:

(Attach image if, applicable.)





February 15, 2023
PA003000-23008

VIA ELECTRONIC MAIL

Mr. Jared A. Andree
Project Manager, Engineering & Environmental Services
Cranberry Township
2525 Rochester Road, Suite 400
Cranberry Township, PA 16066

Subject: Proposal and Schedule
 Burke Road Waterline Loop Project
 Cranberry Township
 Butler County, Pennsylvania

Dear Mr. Andree:

Penn Environmental & Remediation, Inc. (Penn E&R) is pleased to submit this proposal and cost estimate to Cranberry Township (Cranberry) to prepare a design for a water line extension project on Burke Road in Cranberry Township, Butler County, Pennsylvania. Penn E&R has received the Request for Proposal for this project. The following paragraphs contain a discussion of the scope of work, assumptions and clarifications, proposed project schedule, and cost estimate.

SCOPE OF WORK

Task 1 – Existing Conditions Survey

Penn E&R will complete an existing conditions survey for the project location, including ten feet beyond the Burke Road right of way. Penn E&R will complete a Pennsylvania One Call, locate road right of ways, locate all existing structures, facilities, edge of pavements, curbs, driveways, manholes, inlets, etc., within the project area, measure inverts of all manholes and inlets within the project area, determine topography and elevations necessary for design and draft contours, locate all utility lines in the vicinity of the proposed facilities as may be visible or as may be located by utility companies, locate all electric & telephone poles and guywires, and draft property lines and locations based off deeds, plans of record or tax maps.

Task 2 – Preliminary Design

Penn E&R will design the proposed waterline extension (up to 1,350 LF), two fire hydrant installations, required service lines and curb boxes, and four isolation valve installations. The design will account for constructability, access, right-of-way and easement locations, and PA Department of Environmental Protection (PADEP) and Cranberry guidelines and codes. Penn E&R will use electronic drafting software files to lay out the project site and proposed design.

Penn E&R will provide plan and profile electronic plan sheets, depicting the waterline designs along the linear project at an appropriate scale.

Penn E&R will produce electronic 30% preliminary design plans and 60% preliminary design plans and will review them with Cranberry at two project meetings. Up to four hours total are allotted for the meetings. Project construction cost estimates will be provided with each set of plans for review.

Task 3 – Final Design

Penn E&R will produce a final set of plan drawings, including an erosion and sedimentation control plan, for use in the project bidding documents. Penn E&R will provide an electronic final plan set to Cranberry and will attend a meeting to review. Penn E&R will provide any construction details (on plans) and specifications (Word documents) that are required for the project above and beyond Cranberry Township's details and codes. Penn E&R will also provide a final project cost estimate and bid tab with estimated required project material quantities.

Task 4 – Permits

Penn E&R will communicate with PADEP's Safe Drinking Water Department to determine if a permit is required for this waterline extension project. Based on prior experience, a permit is not anticipated for this and thus Penn E&R has not included preparing and obtaining the permit in our scope. Penn E&R does not anticipate the limits of disturbance will be over an acre and therefore does not anticipate a National Pollutant Discharge Elimination System Permit for Stormwater Associated with Construction Activities. Penn E&R will prepare an Erosion & Sedimentation Control Plan for the project and will submit it to Butler County Conservation District and obtain approval, if required by Cranberry Township's Codes.

Task 5 – Project Bidding Assistance

Penn E&R will answer all Contractor and Township questions and assist the Township with addenda as may be necessary prior to the bid opening, up to eight hours. Penn E&R assumes attendance at one pre-bid meeting and one pre-construction conference at the Township office or project site. Up to five hours are allotted for the meeting and conference.

ASSUMPTIONS AND CLARIFICATIONS

Penn E&R offers the following assumptions and clarifications for Cranberry's consideration.

General Assumptions/Clarifications

1. Cranberry Township will pay fees associated with any required permit applications and required project approvals directly (none anticipated). Penn E&R has not included these fees in its proposed costs.

2. All proposed improvements will remain within existing Township right of way. No additional easements will be required. Additional easement survey and drawings can be provided at additional cost, if requested.
3. This proposal does not include construction/post-construction phase quality assurance support but could be completed for additional fees as necessary.
4. Two draft and one final electronic copy of the plans will be submitted to Cranberry for review and bidding use. Hard copies are not included but may be provided if requested.
5. This proposal does not include bid book preparation or assistance with bidding the project. Penn E&R will not provide any front-end bid book documents.
6. Penn E&R assumes access to the site shall be always granted and allowable, unless otherwise noted.
7. Penn E&R will not model the water system or design the proposed water line sizes per system pressures or flows at the project location. It is assumed Cranberry Township will choose the proposed utility line sizes and materials and Penn E&R will not bear the responsibility for issues caused by utility line sizes or materials.
8. Penn E&R will not provide an underground utility survey but will rely upon OneCall information for estimated underground utility locations.
9. Penn E&R assumes no streams or wetlands exist within the project area because its developed nature. Any issues or requirements that arise for the project due to the presence of streams, wetlands, or other environmental issues above an erosion and sedimentation control plan are not included in this proposal but could be added if requested.

PROJECT SCHEDULE

Penn E&R will initiate activities on this project upon receiving authorization to proceed. Penn E&R will plan to conduct the site survey in March or April of 2023. Preliminary Design drawings can be provided for review and discussion by July (30%) and August (60%) of 2023. Final plans can be provided by September 2023. These dates assume no delays in access to the site for the site survey.

PROJECT COSTS

Penn E&R proposes to complete the services outlined above on a time and materials basis, except where noted. The individual task costs and the total estimated cost for the completion of the project is provided in the following table. If project circumstances require additional work and increased costs, Penn E&R will inform Cranberry of such matters in writing and will not proceed without prior written authorization.

Cost Estimate

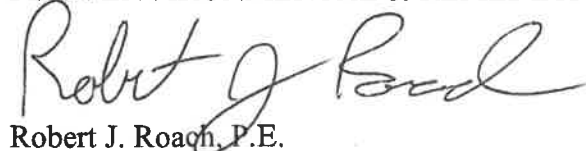
Item No.	Description	Total
1.	Existing Conditions Survey	\$5,900
2.	Preliminary Design	\$6,400
3.	Final Design	\$1,500
4.	Permits	\$4,200
5.	Project Bidding Assistance	\$2,000
	Total	\$20,000

AUTHORIZATION

Penn E&R will work with Cranberry on executing the terms and conditions of an agreement upon being notified that Cranberry would like to proceed with utilizing Penn E&R. Cranberry may authorize Penn E&R to complete the scope of work outlined herein by issuing a purchase order referencing this proposal. Receipt and acceptance of the purchase order by Penn E&R and both parties accepting the terms and conditions of an agreement will complete the contract between Cranberry and Penn E&R. Penn E&R standard terms and conditions are attached to this proposal.

Should you have any questions regarding this proposal or require any additional information, please do not hesitate to contact Mr. Bob Roach at (814)-860-4277. Penn E&R appreciates the opportunity to be of service and we look forward to the successful completion of this project.

Sincerely,
PENN ENVIRONMENTAL & REMEDIATION, INC.



Robert J. Roach, P.E.
Project Engineer



Ryan P. Hurt, P.E., M.B.A.
Vice President

Enclosure

TERMS & CONDITIONS



TERMS AND CONDITIONS

1. General. The terms and conditions set forth herein constitute the sole and entire agreement between Penn Environmental and Remediation, Inc. (hereinafter referred to as "PENN E&R") and the Client. These terms supersede all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, relating hereto. The terms and conditions set forth herein cannot be modified, amended, added to, or otherwise changed unless such modification or amendment is in writing signed by both parties hereto. Any terms and conditions specified on a Client's purchase order, if any, or any other communication which is in conflict with, inconsistent with, or in addition to the terms and conditions contained herein shall be superseded by the terms and conditions hereof and shall not be binding upon PENN E&R unless expressly accepted in writing by PENN E&R.

2. Offer. Any proposal submitted by PENN E&R shall be valid until 90 days from the date as shown on the transmittal letter unless otherwise specified in the transmittal letter or the proposal. Any additional offer by PENN E&R shall be governed by these Terms and Conditions.

3. Proposal Assumptions & Binding Authorization. The provisions of a proposal and the compensation payable to PENN E&R therein have been established in anticipation of the orderly and continuous progress of the project. PENN E&R's obligation to render services at the fee specified therein will extend only for that period which may reasonably be required to complete the services in an orderly and continuous manner. Any services rendered by PENN E&R over and above the scope of work detailed in the proposal or for work required due to differing field conditions or any direction from the Client, be it verbal or written, shall be billed to the Client on a time and material basis and by Client authorizing the work contemplated by the subject change in any form, including Client Purchase Order, verbal communication, text or email, Client thereby obligates itself to pay any such upcharge for any such change. Any physical samples collected as part of any activity performed for Client will be returned to Client or disposed of at Client's expense.

4. Terms of Payment. Payment of invoices shall be due upon receipt of invoice. Payments overdue more than 30 days are subject to a monthly service charge of 1-1/2%. Client agrees to pay all expenses incurred in collecting delinquent accounts, including legal fees. If the financial condition of the Client at any time does not, in the sole judgment of PENN E&R justify continuance of the work to be performed or, in the event of the bankruptcy or other insolvency action brought by or against Client, PENN E&R may discontinue all work or, at its election, may require full or partial payment in advance of continuing any work. Client waives any and all rights to proceed against PENN E&R with respect to the actions of PENN E&R taken pursuant to this paragraph. Client shall remain liable for any and all outstanding fees and expenses due to PENN E&R pursuant to the terms of its proposal and all terms and conditions stated herein.

5. Labor Fees. Estimates of labor fees provided to client by PENN E&R are based on PENN E&R employees not exceeding an eight (8) hour work day or a forty (40) hour work week. In the event, at PENN E&R's sole discretion, PENN E&R determines it necessary for PENN E&R employees to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any seven day week, then client shall be responsible to pay any and all additional labor fees assessed by PENN E&R whether or not such additional fees cause the total cost billed by PENN E&R to exceed the cost specified in any estimate or proposal provided by PENN E&R.

6. Non-Exclusive Remedies. No remedy or right conferred upon, or reserved to PENN E&R, is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to each and every other remedy or right given hereunder now or hereafter existing at law or in equity.

7. Client Responsibilities. The Client or its authorized representatives will provide PENN E&R with all information requested by PENN E&R to enable PENN E&R to provide these services described above, in addition to any and all items of information, including, but not limited to, reports, plans, drawings, surveys, test results or any other developments or occurrences which may impact the services to be provided by PENN E&R. PENN E&R shall not be responsible for any errors or omissions or additional costs arising out of its reliance upon information supplied by Client or Client's representatives.

On projects involving subsurface work, PENN E&R will make reasonable and customary efforts to locate subsurface utilities, piping, tanks, structures, etc., so as to avoid encountering such objects. However, by authorizing the subject work, Client shall accept any and all cost and liability associated with PENN E&R, its assigns or its Subcontractors or assigns, encountering or damaging any underground object, line, pipe, fixture, tank, communication devise or any object of any nature, and shall be responsible for any and all repairs to such.

8. Limitation of Liability. PENN E&R warrants that its services are performed with usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in PENN E&R's proposals, contracts or reports. The standard of care shall exclusively be judged as of the time the services are rendered. PENN E&R makes no warranties, expressed or implied and hereby specifically negates any implied warranty with respect to the services described in any proposal. In no event shall PENN E&R be liable for any special, indirect, incidental, consequential, or punitive damages of any character whether suffered by client or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or otherwise.

PENN E&R carries worker's compensation insurance, liability insurance and automobile coverage and will furnish information and certificates for the foregoing at the Client's request. PENN E&R shall not be liable for any loss or damage beyond the amount, limits, exclusions and conditions of its insurance even in the event of its negligence or intentional acts.

9. Indemnification. In the event that any person, firm or corporation asserts any claim against PENN E&R arising out of any act or omission of Client, or arising due to Client's failure to notify as set forth above, then in either of such events, Client agrees to indemnify and save PENN E&R, its employees, subcontractors or agents harmless from and against all liability, loss, cost and expense (including reasonable attorney's fees) arising out of any such claim. The parties acknowledge that the scope of work covered in any proposal may deal with the existence of hazardous, toxic, irritant, or otherwise dangerous substances or site conditions and acknowledge that the indemnification above shall apply to all claims, losses, damages, liability and costs through any cause of action caused by an act or omission of client, at law or in equity, arising out of the actual presence, release, treatment, storage, transportation, sampling, disposal or migration of such conditions without regard to any limitation of liability herein.

In the event that any person, firm or corporation asserts any claim against Client arising out of any omission of PENN E&R, then PENN E&R agrees to indemnify and save Client, their employees, subcontractors or agents harmless from and against all liability, loss, cost and expense (including reasonable attorneys' fees) arising out of any such claim.

10. Force Majeure. PENN E&R shall not be liable for any failure to discharge its obligations herein due to strikes, differences with workers, accidents, fires or shutdowns, orders or requirements of the United States government or any state or local government or agencies, emergency conditions, illnesses or pandemics or any other contingency beyond the control of PENN E&R.

11. Confidentiality. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings and other documents we prepare (collectively referred to as "Proprietary Information"), shall remain our property. The Client agrees that all documents furnished to the Client or its agents, which are not paid for, will be returned upon demand. No proprietary information will be used by the Client for any purpose whatsoever other than as set forth in the proposal. PENN E&R will retain pertinent records relating to the services performed for a period of one year following submission of the report. No contractual relationship or cause of action in favor of any third party shall be deemed to be created as a result of the work to be performed by PENN E&R pursuant to its proposal or the dissemination of a report thereon, whether authorized or unauthorized, by or on behalf of the Client.

12. Permits, Surveys, etc. Unless otherwise specifically specified in a proposal, it will be the Client's duty to pay for all permits, inspectors' fees, licenses, fines, or any other charges, from local, state or federal officials to conduct or resulting from the work envisioned by a proposal.

13. Termination. This agreement shall remain in effect until it is terminated by either party by the sending of written notice of such termination to the other party. Such termination shall be effective immediately upon receipt. Client shall be responsible to PENN E&R for the payment of all outstanding invoices as well as all unbilled time and expenses (including charges of its subcontractors, if any) and all charges necessary to demobilize or otherwise cease work. Client shall be responsible to properly secure any Site or property being worked on by PENN E&R or its assigns or Subcontractors. By electing to terminate any work planned to be conducted by PENN E&R, Client thereby waives any and all rights to dismiss or Client shall be responsible for any and all costs, including, but not limited to, clerical and photocopy charges, incurred to transfer any files or portions thereof to another party.

14. Governing Law. These terms and conditions, the proposal and any matter arising between the parties shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. Waiver. The waiver by either party hereto of its rights arising out of, or in connection with the breach, failure or default herein by the other party hereto will not be deemed to operate or be construed to operate as a waiver of any subsequent breach or a continuing breach, failure or default. All waivers must be in writing and signed to be effective.

16. Right of Entry. The Client will furnish, or cause to be furnished, right of way on/in the land or building for PENN E&R to perform its activities.

17. Assignment. Neither party may transfer or assign this agreement or any interest herein by operation of law or otherwise, without the prior express written consent of PENN E&R and any attempted transfer or assignment of this agreement or any rights or duties hereunder without such consent shall be void.

18. Notices. All notices and other communications hereunder shall be in writing and shall be mailed by first class, registered or certified mail, postage prepaid to the parties hereto at their respective addresses set forth and shall be deemed to have been received five (5) days after the mailing if Client is located in the United States and fifteen (15) days if Client is located outside the United States.

19. Taxes. Client shall be responsible for the payment of any and all service tax or any other tax of any nature levied by any government or government agency or municipality as a result of the services provided by Penn E&R. Additionally, should any government or government agency or municipality in which the work is being conducted at any point in the future while this contract is in force, impose any tax not in effect at the signing of this agreement for services, PENN E&R reserves the right to pass the equivalent amount of tax onto the Client, and the Client hereby agrees to pay such additional fee as part of the costs incurred in performance of the services provided under this agreement.