



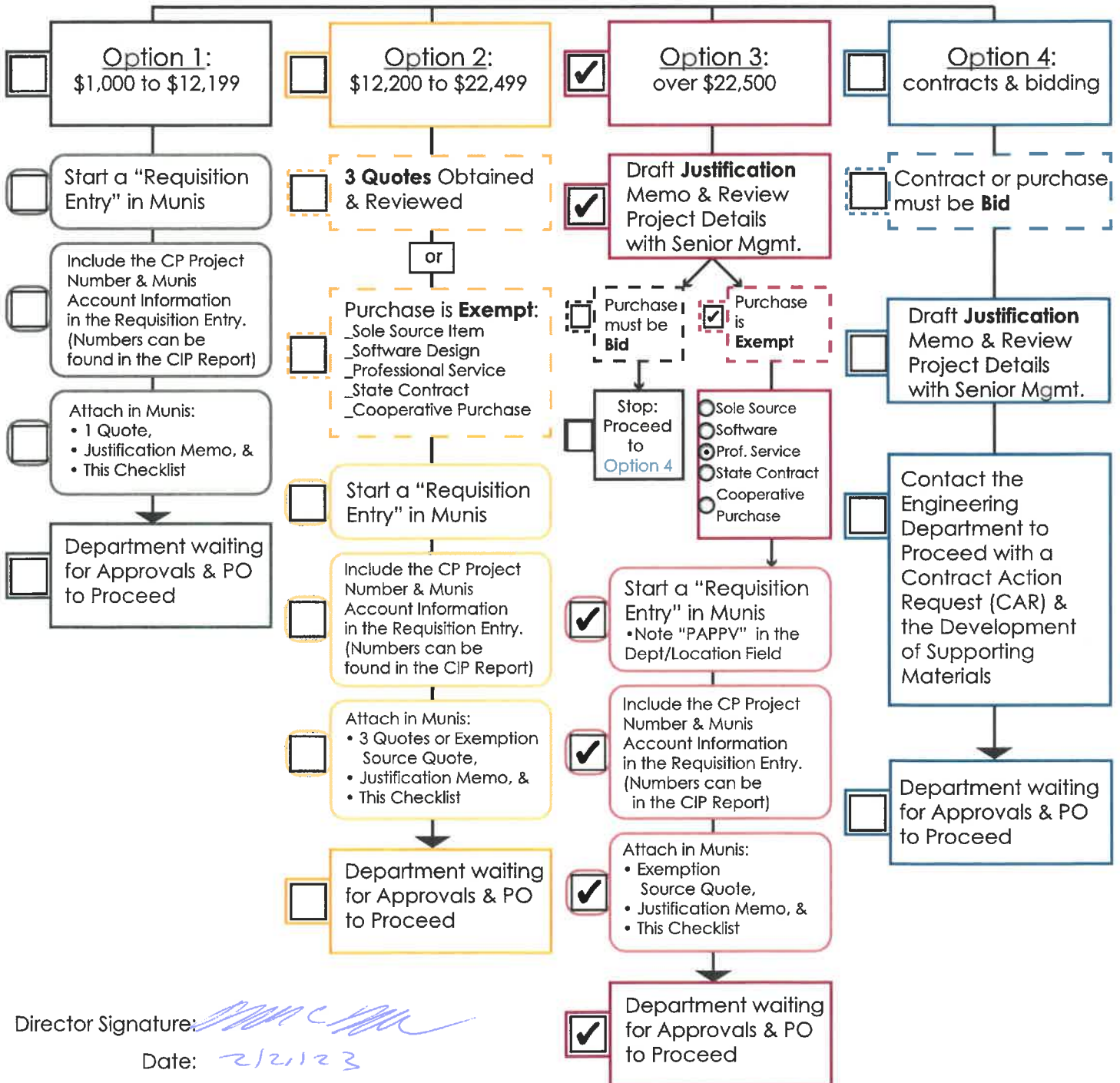
Cranberry Township Capital Purchasing Checklist

Purchase Title or Description: **Water Main Replacement-Route 19-Award design services to Penn E&R**

Estimated Cost: **\$89,995.00**

Submitting Department: **Engineering**

Munis Project Number (CP#): **CP088**





724 | 776 | 4806 
724 | 776 | 6199 
CranberryTownship.org 

Director's Justification Memo

DATE: 2/21/23

TO: Lucas Martsof, Assistant Township Manager

FROM: Mike Malak, Director - Engineering

RE: Water Main Replacement-Route 19 (Ph.1+Ph.2)-Award Design to Penn E&R

Munis Project Number: CP088

Munis Account(s): 6110.5495.6125



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

Project Title:

Water Main Replacement - Route 19 (Ph. 1 & Ph. 2)

Purchase / Project Description:

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

This project includes the design of Ph. 1 & Ph. 2 of the Rt. 19 waterline replacement project. Ph. 1 includes Dutilh Rd. to Ogleview Rd. Ph. 2 includes Ogleview Rd. to Ernie Mashuda Dr.

Purchase / Project Justification:

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

The Route 19 water main is over 60 years old, making it one of the oldest in the Township. It is vitally important as it serves the central business district and North Tank. Repairs have been made on the ductile iron main at numerous locations, but a single failure often results in a high-water loss. Being in an area of high traffic and business, the failure of this line poses a high risk to the Township.

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 (to be completed via drone), preliminary design, final design, permits, and project bidding assistance for a total of \$89,995.

Staff Recommendation:

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

Staff review determined Penn E&R to be the most responsive proposal therefore engineering recommends awarding Penn E&R the design contract.

Image:

(Attach image if, applicable.)





February 17, 2023
PA003000-23018

VIA ELECTRONIC MAIL

Mr. Tim Zinkham
Manager, Engineering & Environmental Services
Cranberry Township
2525 Rochester Road, Suite 400
Cranberry Township, PA 16066

Subject: Proposal and Schedule
Route 19 Waterline Replacement Project
Cranberry Township
Butler County, Pennsylvania

Dear Mr. Zinkham:

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 replacement project along Route 19 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. Attached to this proposal is a list of personnel resumes and qualifications with past project experiences.

SCOPE OF WORK

Phase 1 – Project Completion

Penn E&R will complete an existing conditions survey for the project location as required to complete the proposed design. 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.

Penn E&R will design the proposed waterline replacement (up to 4,150 LF), from Ogle View Road to Dutilh Road along Route 19, and associated replacement of existing hydrants, valves, and service lines. 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 plan sheets, depicting the waterline design along the linear project at an appropriate scale. The plans will be submitted, along with cost estimates and bid tabulations, at 30%, 90%, and 100% (final) design stages. The 90% submission will also include draft specifications for review. The 100% final submission will include a final cost estimate, final form of bid documents including a bid tab with quantities, final plans – hard copy, printable PDF file, and AutoCAD file. Traffic control plans per project Highway Occupancy Permit will also be included. One project meeting is anticipated for project kickoff, 30%

submission, 90% submission, 100% submission, pre-bid, and pre-construction stages. Up to twelve hours is allotted for these meetings.

Penn E&R will coordinate with all required utilities and obtain all required permits from regulatory agencies (PADEP, PennDOT, Butler County Conservation District, etc.) besides any unforeseen issues or requirements that arise for the project due to the presence of wetlands or other unusual environmental issues. Penn E&R assumes a General Permit 5 will be required for the one stream crossing and assumes a Highway Occupancy Permit and NPDES Permit for Stormwater Associated with Construction Activities will be required for the entire project limits (both phases). 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.

Phase 2 – Project Completion

Penn E&R will complete an existing conditions survey for the project location as required to complete the proposed design. 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.

Penn E&R will design the proposed waterline replacement (up to 2,950 LF), from Ogle View Road to Ernie Mashuda Drive along Route 19, and associated replacement of existing hydrants, valves, and service lines. 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 plan sheets, depicting the waterline designs along the linear project at an appropriate scale. The plans will be submitted, along with cost estimates and bid tabulations, at 30%, 90%, and 100% (final) design stages. One project meeting is anticipated for pre-bid and pre-construction. Up to five hours are allotted for these two meetings. Back-end bid book documents will be provided at the 90% and 100% stages of design.

Penn E&R will coordinate with all required utilities and obtain all required permits from regulatory agencies (PADEP, PennDOT HOP, Butler County Conservation District, etc.) besides any unforeseen issues or requirements that arise for the project due to the presence of wetlands or other unusual environmental issues. Penn E&R assumes a Highway Occupancy Permit and NPDES Permit for Stormwater Associated with Construction Activities will be required for the entire project limits (both phases). 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.

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 all required permit applications and required project approvals directly. Penn E&R has not included these fees in its proposed costs.

2. All proposed improvements will remain within existing Township right of way or easements. 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. 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.
5. Penn E&R assumes access to the site shall be always granted and allowable, unless otherwise noted.
6. 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.
7. Penn E&R will not provide an underground utility survey but will rely upon OneCall information for estimated underground utility locations. Subsurface utility engineering is not included but may be required for this project if Cranberry and utility companies are not confident with estimated utility depths.
8. Penn E&R assumes no wetlands exist within the project area because its developed nature. Any issues or requirements that arise for the project due to the presence of wetlands or other environmental issues above an erosion and sedimentation control plan are not included in this proposal but could be added if requested.
9. Penn E&R will coordinate with utility companies but assumes no significant project delays due to slow response time from utility owners.

PROJECT SCHEDULE

Penn E&R will initiate activities on this project upon receiving authorization to proceed. Penn E&R will conduct design and project coordination in accordance with the Schedule provided in the Request for Proposal.

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.	Phase 1	\$52,000
2.	Phase 2	\$37,995
	Total	\$89,995

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
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CAPACITY AND CAPABILITY

Penn E&R is a full-service engineering, environmental remediation, and construction consulting firm that has been in business for over 26 years and has been serving clients in the Pittsburgh area for nearly 20 years. We enjoy a strong regional presence in the Southwestern Pennsylvania area, and we have the support of our corporate office based in Doylestown, PA as well as four additional regional offices located throughout Pennsylvania and New Jersey.

Penn E&R believes that our staff can offer unmatched services and expertise to our clients. The below three Professional Engineers will be assigned to the Route 19 Waterline Replacement Project. Mr. Roach will be the lead engineer and has the availability in his schedule to lead this project in 2023.

- Mr. Robert Roach, P.E. has seven years of experience serving as a municipal engineer and civil/site engineer. Mr. Roach specializes in waterline design and utility project permitting. He has experience with waterline replacements, extensions, relocations, and state compliance for permitting these projects throughout western Pennsylvania. Mr. Roach has experience obtaining PennDOT Highway Occupancy Permits for a multitude of projects and has obtained them for waterline projects. Mr. Roach's resume is attached.
- Ms. Amber Yon, P.E. has 19 years of experience serving as a municipal engineer specializing in utility design and project management. Ms. Yon has obtained PennDOT Highway Occupancy Permits and worked on waterline projects throughout Pennsylvania. Ms. Yon's resume is attached.
- Mr. Ryan Hurt, P.E., MBA, Vice President, has over 18 years of engineering and environmental consulting experience. His background is civil site design and environmental and land development permitting. His experience includes various project management, client development and management and leadership roles serving clients. He has led numerous utility projects requiring permitting. Mr. Hurt is a Vice President and Western PA Office Manager for Penn E&R. Mr. Hurt's resume is attached.

BOB ROACH, PE

PROJECT ENGINEER



Mr. Roach is a Project Engineer with more than six years of diversified experience serving the environmental and civil industries. His areas of expertise include site engineering and permitting, oral and written communication, report and presentation preparation, erosion and sediment (E&S) control and stormwater management design and inspections, and client relations.

AREAS OF EXPERTISE

Civil site design for public and private improvement projects
E&S control design, permitting and compliance inspections and reporting
Stormwater management plans, calculations and inspections and reporting
Waterline extension and replacement design
Underground and Surface Mining Permit Applications
Construction management
Funding applications and management
Report preparation and presentation
Field observations and inspections
Facility Investigation and Site Characterization
Water and soil sampling

EDUCATION/CREDENTIALS

Licensed Professional Engineer: PA, OH, MD, IA
B.S., Environmental Engineering, Gannon University
OSHA 10-hour Construction Safety & Health Training
OSHA Confined Space Entry Construction Industry Certified
OSHA 24-Hour HAZWOPER Training
NASSCO PACP LACP MACP Certified
American Red Cross First Aid/CPR/AED Training

PROJECT EXPERIENCE

Project Management Experience | Pennsylvania

Mr. Roach has led and managed multiple infrastructure projects in Southwest Pennsylvania. He has taken these projects from conceptual discussions through securing project funding, design and permitting, bidding, and construction management. He has extensive experience with public grant applications, including PENNVEST. He has prepared technical specifications and bid documents and awarded projects to Contractors. Construction management has included submittal review, construction inspection, pay request review and submission, budget management, and client management.

Permitting Experience | Pennsylvania

Mr. Roach is experienced in helping design and permit many water, wastewater, and stormwater projects throughout southwest Pennsylvania. He is experienced with PADEP Joint, General, NPDES, SMCRA, and Public Water Supply Permit applications. He also has completed multiple PennDOT HOP's in multiple PennDOT districts. He provided technical design and field assistance for each project and communicated with the client, project managers, reviewing agency, and local officials.

Field Work Experience | Pennsylvania

Mr. Roach has inspected multiple infrastructure projects in southwest Pennsylvania. He is NASSCO certified and has inspected multiple sewer televising, lining, and separation projects. He has conducted soil, groundwater, and surface water sampling

Report and Plan Preparation and Review | Multiple States

Mr. Roach has prepared and updated many reports and plans for public and private clients in multiple states. These include Corrosion Control Treatment Studies, Act 537 Plans, Drought Contingency Plans, PPC Plans, SPCC Plans, SWPP Plans, Water Allocation Reports, MS4 Reporting, Municipal Wasteload Management Reports, and Emergency Response Plans. Mr. Roach has reviewed many stormwater, land development, logging, and subdivision plans for municipalities in Pennsylvania.

AMBER YON PE

LEAD MUNICIPAL ENGINEER



Ms. Yon is a Professional Engineer with over eighteen years of experience providing engineering services to the municipal and commercial sectors. Her areas of expertise include stormwater management, flood mitigation, and land development. As an experienced municipal engineer, Ms. Yon has overseen the completion of projects with a focus on meeting or exceeding schedule and budget priorities while managing technical requirements and quality control. Ms. Yon provides Borough Council members and Township Supervisors with the most economically feasible solutions to common municipal issues including roadway restoration, sinkhole remediation, stormwater management, sanitary and storm sewer repair, and retaining wall remediation.

AREAS OF EXPERTISE

Reporting to government agencies and keeping Townships / Boroughs in compliance with several regulations including NPDES, MS4, Sanitary Sewer Consent Decree, and Chapter 94 Wasteload Management

Preparing permits for various construction activities within Township / Borough including Joint Water Obstruction and Encroachment Permits, General Permits No. 3 to No. 11, NPDES PAG-2 for Stormwater Discharges Associated with Construction Activities, Highway Occupancy Permit, Act 537 Plan Update, Post Construction Stormwater Management (PCSM) Plans, Erosion and Sedimentation (E&S) Control Plans, Small Site Grading Plans

Preparing design, bidding, and inspection documents for various projects including but not limited to storm, sanitary, paving, and sinkhole remediation

Developing ordinances and standard construction details for municipality's use

Preparing & submitting grant applications including cost estimates for funding for various projects

HEC-RAS version 5.0.7; HydroCAS version 10.00-25; Flowmaster version 4.1; StormCAD version 1.0

PROJECT EXPERIENCE

Ms. Yon has been responsible for stormwater management and land development projects throughout western Pennsylvania. Notable projects include a 34-acre retail development where Ms. Yon designed multiple Stormwater BMP's using HydroCAD software as well as a storm sewer system using StormCAD software, prepared an approved E&S Control Plan, NPDES permit application and PCSM Plan, and coordinated with government agencies.

Ms. Yon prepared an approved Joint Water Obstruction Encroachment Permit for the Allegheny River Back Channel Bridge and prepared an approved permit application for bridges over navigable waterways to U.S. Coast Guard.

Ms. Yon designed several flood control BMPs, used HEC-RAS to prepare Hydrologic and Hydraulic modeling reports and prepared revisions to FEMA flood maps.

Ms. Yon prepared approved plans and permits for the installation of 20 miles of sanitary sewer and a sewage treatment facility.

Additional experience includes the design of a sanitary sewer improvements project to reduce overflows and increase system capacity and preparation of an economically feasible I&I reduction plan as part of the regional wet weather feasibility studies. Ms. Yon has also been responsible for preparing pollutant reduction plans under MS4 regulations and executing hydrologic and hydraulic studies for site development, culvert/bridge design or replacement, stream bank stabilization and river/stream modeling.

EDUCATION/CREDENTIALS

Licensed Professional Engineer (PA)
B.S., Civil Engineering, Pennsylvania State University

RYAN P. HURT PE

VICE PRESIDENT



Mr. Hurt has over 18 years of engineering and environmental consulting experience. His technical background is civil site design and environmental and land development permitting. His experience includes various project management, client development and management and leadership roles serving clients in the power/energy sector including traditional power generation, electric transmission, oil and gas production and transmission, and renewables.

AREAS OF EXPERTISE

Civil site design including grading and drainage plans
NPDES Construction Earth Disturbance Permitting
Erosion & Sediment Control plans
Stormwater Management plans including design of BMPs and infiltration testing
Hydrologic and hydraulic designs/drainage plans
Land Development plans including CUPs and SEPs
Construction Packages
Construction Phase Services
Floodplain studies, civil survey, geotechnical investigations
Stream and wetlands surveys
Wetland Impacts and wetland mitigation plans

PROJECT EXPERIENCE

Solar Development | Northeastern Region

Mr. Hurt served as Program Manager providing utility scale solar development consulting services including environmental services, cultural resources, civil survey, geotechnical, low voltage (PV array layout), civil site design, and county permit preparation and approvals to support the client's issuance of an RFP to contractors using the EPC (design-build) execution model.

Engineering Services | Coal Fired Power Stations

Mr. Hurt served as the Program Manager providing engineering consulting services spanning the clients seven coal fired power stations including design, permitting, and construction phase services for two coal combustion residual landfills each over 200 acres in size; performing annual inspections and reports associated with the client's fleet of impoundments and landfills (totaling over 40); design, permitting, and construction phase services associated with one-off civil engineering projects such as haul-roads, stormwater ponds, and force mains.

Engineering Services | Natural Gas Station

Mr. Hurt managed a project for a compressor station included two natural gas compressors totaling 22,200 horsepower on a 5 acre cement soil stabilized and aggregate surface. Project scope included civil site design (grading and drainage plans) including two detention ponds. He oversaw state and local land development and earth disturbance permitting, geotechnical investigation, testing, and reporting, floodplain study, water service design and permitting, and on-site septic system design and permitting.

RYAN P. HURT PE

VICE PRESIDENT



EDUCATION/CREDENTIALS

Licensed Professional Engineer
(PA, OH, WV, CO, KY, MD, MI,
NC, NY, VA)

B.S., Civil and Environmental
Engineering, University of
Pittsburgh

M.B.A, Point Park University

Member of American Society of
Civil Engineers

Member of US Solid Waste
Advocacy Group

Member of American Coal Ash
Association

Member of Virginia Renewal
Energy Alliance

PROJECT EXPERIENCE (CONT.)

Engineering Services | Virginia

Mr. Hurt managed a project for a compressor station that included a 2 acre compressor station pad and 2 acre substation pad. Project scope included civil site design (grading and drainage plans), design of a multi-cell wet pond and wetland, and state and local land development and earth disturbance permitting. He provided coordination and oversight of a subcontractor completing geotechnical investigation, testing, and reporting and design of a MSE wall for the embankment of the wet pond.

Engineering Services | Natural Gas Pipeline Project

Mr. Hurt managed a pipeline project totaling 13.3 miles of 24 inch diameter natural gas pipeline and 1.2 miles of 16 inch diameter natural gas pipeline. Project scope included rare threatened and endangered species surveys and clearances, cultural resource studies and clearances, stream and wetland investigations, and preparing and obtaining environmental permits (PADEP Chapter 102, ESCGP Permit, PADEP Chapter 105 Permit, and USACE Permit).

QUALIFICATIONS

Past Project Experience

Cranberry Township Franklin Road Utility Relocation Project

Mr. Roach is performing waterline and sanitary sewer relocations for Cranberry Township as the result of a proposed 7,300 linear foot PennDOT project on Franklin Road (S.R. 3021) in the Township. He is working with KCI Technologies, Cranberry Township, and coordinating efforts with PennDOT and AECOM.

Reference: Robert Nuss, P.E., KCI Technologies Tel: (717)-516-7597 Robert.Nuss@kci.com

Cranberry Township Freedom Road Waterline Replacement and Extension Project

Mr. Roach designed a waterline replacement project along Freedom Road in Cranberry Township which totaled over 2,200 linear feet. He also designed a waterline extension along Freedom Road, totaling over 1,800 linear feet. He worked with KCI Technologies and Cranberry Township to prepare the designs in concurrence with a proposed road improvement project.

Reference: Robert Nuss, P.E., KCI Technologies Tel: (717)-516-7597 Robert.Nuss@kci.com

Springdale Township Butler Logan Road (S.R. 1019) Waterline Extension Project Allegheny County, PA

Mr. Roach handled project design and management for an approximately 2,500 linear foot waterline extension and interconnection for Springdale Township's public water supply system. Mr. Roach coordinated with the Township and the adjacent Fawn Frazer Joint Water Authority to lay out the project, create project plans, obtain Public Water Supply and Water Allocation Permits from PADEP, obtain a Highway Occupancy Permit from PennDOT, and prepare the bid book and handle public procurement for the project. Mr. Roach oversaw construction inspection and project completion and coordination with PennDOT, the Authority, and the Township.

Reference: Anthony Rozzano: Township Commissioner Tel: (724) 274-4034 office@springdaletwp.us

Waynesburg Road Waterline Extension Project Donegal Township, Washington County, Pennsylvania

Mr. Roach designed, permitted, and managed the approximately 3,600 linear foot Waynesburg Road Waterline Extension Project. This included conceptual layout, plan development, bid book and specification development, distribution system modeling via EPANET software, and hydrant testing in the field. Mr. Roach also completed the E&S plan, a PADEP General Permit application, and NPDES Permit application for the project. Mr. Roach handled project management and construction management throughout the project including inspections during construction and coordination with the project owner, client, and Washington County Conservation District.

Reference: Client, Evan Midler, Manager of Land, Environmental, & Government Affairs at Alliance Coal, LLC Tel: (724)-747-6358 evan.midler@arlp.com

Old Brick Road Waterline Extension Project Donegal Township, Washington County, PA

Mr. Roach designed and managed the approximately 7,250 linear foot Old Brick Road Waterline extension project design in Donegal Township. This included distribution system modeling with EPANET software, preparation of project plans, specifications, and bid book, and obtaining a Highway Occupancy Permit from PennDOT, and receiving a NPDES Permit and a General Permit from Washington County Conservation District.

Reference: Client, Evan Midler, Manager of Land, Environmental, & Government Affairs at Alliance Coal, LLC Tel: (724)-747-6358 evan.midler@arlp.com

TERMS AND 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.