



March 17, 2023  
PA003000-23022

**VIA ELECTRONIC MAIL**

Mr. Tim Schutzman, P.E.  
Cranberry Township Engineering & Environmental Services  
2525 Rochester Road, Suite 400  
Cranberry Township, PA 16066

Subject:           Engineering Design and Permitting  
                  Valerie Drive Culvert Repair / Wall Replacement Project  
                  Cranberry Township, Butler County, Pennsylvania

Dear Mr. Schutzman:

Penn Environmental & Remediation, Inc. (Penn E&R) is pleased to present this proposal to Cranberry Township (Cranberry) to provide professional consulting services associated with detailed design and permitting for the Valerie Drive Culvert Repair / Wall Replacement Project.

**PROJECT BACKGROUND**

Penn E&R understands that Cranberry intends to replace failing railroad tie retaining walls located at both the upstream and the downstream ends of the Valerie Drive culvert. These retaining walls currently support the cover over the culvert which consists of earthen material and the roadway itself.

This project will also entail any upgrades or repairs to the two existing corrugated metal pipe arch culverts that carry an unnamed tributary to Brush Creek (WWF) under Valerie Drive.

**SCOPE OF WORK**

This scope of work is based on Penn E&R's current understanding of the project objectives and a site visit conducted by Penn E&R.

Penn E&R understands that all applicable Cranberry engineering standards and specifications will be utilized in generation of the final construction documents. If Cranberry does not have a required standard or specification, Penn E&R will supplement the required section within the construction drawings.

We offer the following scope of services, broken down into Tasks corresponding to Cranberry's RFP:

**Task 1 – Field Survey**

Penn E&R will utilize the deed book information provided by Cranberry within the RFP to obtain the public right-of-way information associated with Valerie Drive. This right-of-way is documented as 50 feet. Penn E&R will register the site with the Pennsylvania One Call System. Site features, topography, and planimetric data will be surveyed using conventional methods. Topographic mapping will be provided at one-foot contour intervals.

Surface evidence of existing utilities will be measured via conventional onsite survey and integrated with field markings and/or maps received by the respective utility companies. Utility inverts (depths) will be surveyed to the extent that can be achieved via conventional survey means. No certification will be made by Penn E&R as to the accuracy of these locations or to the presence or absence of any underground utilities or structures. Penn E&R

reserves the right to update the survey and utility data in the event additional pertinent utility information is received by the respective utility companies after the project schedule dates.

Penn E&R will provide survey deliverables in the form of a survey site plan. An Autodesk Civil 3D CAD file of the survey will also be provided.

### **Task 2 – Permitting**

As per the PA Code, Title 25, Chapter § 105.12. Waiver of permit requirements:

*(a) Under section 7 of the act (32 P. S. § 693.7), the requirements for a permit are waived for the following structures or activities, regardless of when commenced. If the Department upon complaint or investigation finds that a structure or activity which is eligible for a waiver, has a significant effect upon safety or the protection of life, health, property or the environment, the Department may require the owner of the structure to apply for and obtain a permit under this chapter.*

*(1) A dam not exceeding 3 feet in height in a stream not exceeding 50 feet in width, except wild trout streams designated by the Fish and Boat Commission.*

*(2) A water obstruction in a stream or floodway with a drainage area of 100 acres or less. This waiver does not apply to wetlands located in the floodway.*

Penn E&R has verified that the drainage area to this culvert is 70 acres, therefore we have not included costs for permitting as we believe this project qualifies for a waiver from PA Chapter 105 permit requirements. Penn E&R did not observe any wetlands present within the project area during our site visit conducted on Thursday, February 23, 2023. However, we have included costs for a wetlands investigation and report performed by our in-house certified wetlands delineator in the event that proof of the absence of wetlands is requested by PADEP or another agency having jurisdiction. The wetlands investigation may be removed from the scope of work upon the discretion of Cranberry Township.

Penn E&R will provide an Erosion and Sediment Control (ESC) Plan for the proposed project. ESC Plan will include (but not be limited to) standard construction details, sequence of construction, maintenance schedules, and recycling and disposal methods and will meet the requirements of Chapter 102 of the Pennsylvania Code as well as the PA Erosion and Sediment Pollution Control Program Manual. Penn E&R does not anticipate submission of the ESC Plan to the Butler County Conservation District, as proposed disturbance is less than one acre.

The limit of disturbance associated with the culvert / retaining wall replacement is anticipated to be less than one acre, therefore, no NPDES permit is required and costs to obtain such are not included within this proposal.

It is assumed that no additional impervious surfaces will be created because of this project, therefore stormwater management permitting is not included in this proposal.

Penn E&R will prepare a building permit for the proposed retaining walls and submit to Cranberry Township as per Section 17-515 of the Cranberry Township Ordinances.

There are no known existing utility crossings in this area, therefore, no costs for utility coordination and permitting have been included within this scope of work. Penn E&R understands that Cranberry Township will remit all applicable permit fees.

Deliverables will consist of an ESC Plan narrative and drawings and the executed Cranberry Township Building permit application.

### **Task 3 – Design**

Penn E&R will provide design drawings for the culvert / retaining wall replacement. Drawings will include but not be limited to, plan and profiles, standard construction details, and written construction specifications. There are

numerous options for retaining wall replacement (concrete jumbo block with decorative facing, concrete railroad ties, block walls, etc.) therefore; proposed retaining wall design will be vetted and approved by Cranberry Township prior to the creation and development of design drawings.

Upon final design approval, Penn E&R will provide an engineer's estimate of probable cost for construction for bidding purposes.

Deliverables will consist of plan drawings as described above in PDF and AutoCAD format and the engineer's estimate of probable cost for construction.

#### **Task 4 – Temporary Construction Easement**

Penn E&R will provide field staking of a temporary construction easement for proposed culvert and retaining wall replacement. Penn E&R will provide a temporary construction easement exhibit for recording and distribution to the HOA.

Deliverables will consist of plan drawings as described above in PDF and AutoCAD format, easement metes and bounds description, and the field staking.

#### **PROJECT SCHEDULE**

Task No.	Description	Estimated Time of Completion / Submission of Deliverables
1	Field Survey	10 Business Days
2	Permitting	18 Business Days after the Completion of Task 1
3	Design	
4	Temp. Construction Easement	7 Business Days after the Completion of Tasks 2 and 3

#### **ESTIMATED COSTS**

Penn E&R proposes to complete the work outlined within this proposal, assuming no scope changes, under a lump sum, not to exceed cost of \$15,900.00 in accordance with our attached Terms and Conditions to be executed with Cranberry Township. Any changes in project scope and cost will be submitted to Cranberry for approval before proceeding.

#### **ASSUMPTIONS AND CLARIFICATIONS**

Please note that this cost is fully based on the following assumptions and clarifications regarding this proposal. Any deviation will impact the schedule and cost of the project.

1. An amount of \$2,000.00 may be removed from the total project lump sum cost if Cranberry is desirous of removing the Wetlands Investigation and Report from the Scope of Work.
2. Penn E&R has assumed a geotechnical investigation is not required for the design of the retaining wall replacement. The design of the retaining wall is assumed to be within the manufacturer's design specifications/tolerances. If geotechnical or structural design is determined to be required, it will need to be considered under additional time and scope.

#### **AUTHORIZATION**

Cranberry may authorize Penn E&R to proceed with the services presented herein by signing in the space provided below and returning a copy of the executed proposal or by issuing a proper Cranberry award authorization referencing the acceptance of this proposal PA23022. By accepting this proposal Cranberry Township fully accepts

all pricing assumptions presented herein. Receipt of the proper authorization will complete the contract agreement between Cranberry Township and Penn Environmental & Remediation, Inc.

Should you have any questions regarding this proposal or require any additional information, please do not hesitate to contact us. We look forward to the successful completion of this project.

Sincerely,  
PENN ENVIRONMENTAL & REMEDIATION, INC.



Amber Yon, P.E.  
Lead Municipal Engineer



Ryan P. Hurt, P.E.  
Vice President

Enclosure

AUTHORIZED & ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

## **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.