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March 11, 2020

Mr. Richard J. Craig, P.E., CSM
Township Engineer
West Goshen Township
1025 Paoli Pike
West Chester, Pennsylvania 19380

Re: Scope of Work for Professional Engineering Services
MEII Grant Project Design, Permitting and Bidding for
the Basin Retrofits (Idelwild Basins)
Application ID#: 201806208025
West Goshen Township, Chester County

Dear Mr. Craig,

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following AGREEMENT to provide professional engineering services in response to your February 11, 2020 email request for a proposal for the contractual services, as outlined in the approval MEII Grant received by the Township for this project.

GENERAL PROJECT DESCRIPTION

At the Township's request, we have prepared the following scope of services to design, permit and bid, as well as provide construction administration and construction observation for a water quality improvement project for retrofits to two existing stormwater management basins that are part of the Idelwild Community Stormwater System. These retrofits include: new outlet structures to increase stormwater detention time and prevent clogging, basin grading to eliminate eroded areas that have allowed stormwater to cut a channel through the basin, the addition of amended soils to promote infiltration, and water quality plantings to provide better water quality control. The MEII Grant funding for this project was approved October 24, 2018 in the amount of \$215,273, of which \$36,130 was set aside for the above referenced contractual services.

SCOPE OF SERVICES-Refer to Exhibit 1

COMPENSATION

We propose to complete this work, identified in Exhibit 1, on an hourly basis plus reimbursable expenses with an estimated total compensation of \$45,725. This work will be subject to the attached General Conditions, Exhibit 2, and our current Fee Schedule, Exhibit 4 and Billable Expense Schedule, Exhibit #5. Our policy is to render invoices monthly based on the time and expenses incurred. When the cumulative compensation reaches 75% of the estimated compensation, HRG will notify the CLIENT of any adjustments to the estimated total.

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Task 3: Design, Permitting and Bidding Services	\$29,750
Task 4: Construction Administration and Construction Observation	\$15,975
Total -	\$45,725

In the event that work outside this scope of services is required to complete the project, that effort will be tracked separately and will be executed on a time and materials basis.

COMPLETION

The CLIENT and HRG agree that they will endeavor to complete the outlined services within 18 months of receipt of your execution of this AGREEMENT. Construction timeframes can vary by the contractor by their selected means and methods for performing the work, the number of construction crews and weather conditions.

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.

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.

Sincerely,

Approved by:



Jason R. Hinz, P.E.
Group Manager | Civil

Herbert, Rowland & Grubic, Inc.



Shawn E. Fabian, CPESC, CPSWQ
Project Manager

SEF/JRH/pk
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West Goshen Township
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Enclosures

ACCEPTED BY:

WEST GOSHEN 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

HRG completed the project grant application and grant implementation under Phases 1 and 2 of the project; therefore, services outlined below start with Phase 3. In order to complete the project, HRG proposes the following scope of services:

PHASE 3 – DESIGN, PERMITTING AND BIDDING SERVICES

Task 3.A - Survey – HRG will obtain the Act 287 (as amended by Act 50 of 2017) Utility Listing for the project limits through the PA One Call System and will utilize the One Call System to identify overhead and underground utilities in the project area, and request field markings of any underground facilities.

Topographic features necessary to site the proposed improvements will be located and elevated by our survey crew for the area of the existing basin to support the retrofit design, using a total station system with data collection capabilities and/or Global Navigation Satellite System (GNSS) technology. Topographic features to be surveyed will include existing grade elevations in the area of the proposed facilities and utilities, underground utilities (if any) that were field-marked by the utility companies, existing paved and gravel areas, location of existing overhead or above-ground utilities, existing signs and guide rail, fence lines, tree lines, brush lines, individual trees (where necessary), and location and elevation of existing stream and drainage features, including pipes, culverts, and swales.

The topographic survey will depict existing conditions in the area of the proposed improvements relative to the detention basin conversion as provided prior to commencement of field survey services. Transverse limits will extend a sufficient distance (approximately 50 feet beyond top of bank on each side) to ensure that the survey will encompass the proposed physical work.

All surveys will reference North American Datum of 1983 (NAD83-2011) Pennsylvania State Plane Coordinate System, South Zone (3702) and North American Vertical Datum of 1988 (NAVD88). A survey baseline will be established convenient to the work area, with control points established outside the expected limits of disturbance and referenced for future recovery. One (1) vertical site benchmark will be established on a sustainable physical feature and will be the basis of control during construction.

Base mapping will be developed at a scale of 1 inch = 50 feet and will depict obtained topographic information obtained via field survey and existing utility information. The base mapping will be limited to the footprint of each basin.

Task 3.B - Dry Extended Detention Basin Conversion Design – HRG will design the proposed Dry Extended Detention Basin Conversions. The design effort will include basin cleanout grading, forebay grading, a new outlet structure design (including evaluation of existing conditions, determination of new hydrology, design storms to analyze and evaluation of the modified release rates), an amended soils installation plan and a water quality plantings design for each of the two basins. Included within this work is the development of design details, notes and

construction sequencing specific to these best management practices. Calculations performed during design will be compiled into a Final Stormwater Management Report that will be submitted to the Township for review.

Task 3.C - Infiltration Testing and Soils Analysis – HRG will perform infiltration tests and a soils analysis in the location of the proposed best management practices (BMP) at an assumed rate of one (1) test pit for every quarter (0.25) acre of BMP area, with a minimum of one (1) test pit required per BMP and two infiltration tests per test pit at the depth of the anticipated BMP infiltration elevation. The completion of the infiltration tests and soils analysis consists of the following:

- Desktop evaluation of the existing soils using available digital resources
- Identification of test pit location and infiltration test locations
- Test pit observation for geologic limiting zones or restrictive layers, up to a maximum depth of two feet below the bottom elevation of the proposed BMP, the reaching of bedrock, or the reaching of fully saturated soils — whichever is encountered first
- Double-ring infiltrometer test per the methodology specified in the PADEP Best Management Practice Manual, dated December 2006

The final deliverable will be a report documenting the findings of the above and establishing an infiltration rate in inches per hour. It is assumed that excavation services for the test pit will be provided by the municipality or its contractors, and that the Pennsylvania One Call required for said excavation will be the responsibility of the entity performing the excavation.

Task 3.D - Erosion and Sediment (E&S) Control Plan Design and Narrative – HRG will develop and prepare an Erosion and Sedimentation Control plan and report narrative for submittal to Chester County Conservation District (CCCD) for review and approval. HRG will use small-scale E&S controls such as silt sock and rock filters to control erosion and sediment, which are anticipated to be adequate due to the slope and size of the project site. HRG will generate plan, section, and detail drawings using AutoCAD based on the results of the design. The drawings will include construction and restoration details.

Task 3.E - National Pollutant Discharge Elimination System (NPDES) Permitting – HRG will develop and prepare a Post Construction Stormwater Management Plan and Report Narrative and NPDES Notice of Intent for submittal to CCCD for review and approval. It is assumed that extensive best management practice design such as underground detention, reuse, constructed wetlands, etc. to account for unfavorable site conditions, limiting zones, and soils with poor infiltration rates will not be required to obtain the NPDES permit. It is anticipated that a General NPDES permit will be issued for the project. It is assumed that an anti-degradation analysis, ABACT analysis, treatment train analysis, and pollutant loading analysis will not be required to obtain the General NPDES Permit.

Task 3.F - Compile Solicitation Documents and Bid Materials - A complete bidding package will be prepared for the project. Solicitation documents will be prepared and will include front end components, bid form, and technical specifications. Technical specifications in the form of Special Provisions for the proposed improvements will

be developed following the PennDOT Publication 408, latest edition. The specifications will detail materials and methods for the various construction items that differ from the PennDOT Publication 408 specifications. HRG will coordinate with the Township on placing the advertisement for the project in local newspaper ads in accordance with the Township Code. It is assumed that the Township will directly pay any fees associated with the posting of the advertisement.

Task 3.G - Provide Bid Documents to Prospective Bidders – HRG will utilize PennBID to distribute the bid documents to prospective bidders.

Task 3.H - Respond to Requests for Information – During the bidding process, if any bidders submit written questions, HRG will prepare responses to the technical questions and distribute through PennBID the responses to bidders via an addendum as deemed appropriate. For the purpose of this scope of work, it is assumed that no more than eight (4) requests for information will be submitted.

Task 3.I - Review, Analyze, and Tabulate Bids – Submitted bids will be reviewed for completeness and responsiveness with regards to the bidding requirements and will be tabulated according to bid amount. HRG will recommend and the Township will make final determination to select the winning bidder if Township determines bids are acceptable. HRG will notify the bidders of the Township's award decision and will proceed with awarding a contract.

Task 3.J - Review Contract Documents (Agreement, Insurances, Bonds, etc.) – HRG will prepare four copies of the contract documents and forward them to the selected contractor for execution. After execution by the contractor, HRG will review the information submitted to ensure that all requirements of the project manual are met. The information will be forwarded to the Township for final review by the solicitor, and subsequent execution by the Township.

Task 3.K - Project Management/Administration/QA/QC – This task consists of the administrative effort required of HRG to complete the project on time, within budget, and to provide a quality product. Included will be in-house meetings of the project staff, coordination and scheduling of project submittals, reviews of project costs and progress, preparation and submission of monthly invoices and progress reports, and documentation of meetings, telephone conversations, and design developments. This task includes the implementation of HRG's formal QA/QC program for established overview.

PHASE 4 – CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION

Task 4.A Conduct Pre-Construction Meeting – HRG will prepare an agenda and administer one (1) in-house pre-construction meeting. HRG will prepare meeting minutes documenting the discussion and results of the meeting.

Task 4.B Review Submittals – HRG will review and approve or disapprove submittals, including shop drawings, submitted by the contractor as appropriate. HRG will maintain a submittal log that documents the submission and progression of submittals. Four (4) submittals is assumed to be submitted by the contractor.

- Task 4.C Review Payment Requests** – HRG will review the contractor's payment requests and will either recommend approving them and forward them to the Township for final approval and processing or recommend rejecting them for cause and return them to the contractor for correction and resubmission. HRG will also perform a cursory review (inclusive of date range and form use consistency only) of the payroll certifications provided by the contractor for compliance with the Pennsylvania Prevailing Wage Rates and provide to the owner for final acceptance by the solicitor prior to payment to the contractor. Two (2) payment requests are assumed to be submitted by the contractor.
- Task 4.D Respond to Change Proposals, Change Orders, Substitutions, and Requests for Clarification** – HRG will provide technical guidance whenever the contractor submits a question for clarification or requests substitutions or change orders on the contract. HRG will maintain appropriate logs and will respond to questions as needed and submit any change order or substitution requests, along with our recommendations, to the Township for final approval. It is assumed that no more than two (2) combined Change Proposals, Change Orders, Substitutions, and Requests for Clarification will require the Engineer's attention.
- Task 4.E Perform Site Visits** – Throughout the duration of the project, the HRG Project Manager and/or design team will periodically visit the site in accordance with the contract documents to observe progress made and provide guidance to the Contractor or Resident Project Representative, when such requests warrant visitation. Twelve (12) hours have been allotted for this task.
- Task 4.F Contract Closeout** – HRG will conduct a substantial completion inspection and prepare a report summarizing the findings, including a punch-list of items the contractor needs to attend to. Subsequently, HRG will conduct a final inspection to document that all punch-list items have been dealt with satisfactorily. Once satisfied that all items have been addressed, HRG will issue a Notice of Acceptability of Work Certificate. Closeout documentation inclusive of release of liens and contractor's affidavit will be forwarded onto the Contractor for execution.
- Task 4.G Conduct On-Site Observation of Project Progress** – HRG will provide one (1) Resident Project Representative (RPR) for observation of construction operations on a part-time basis (40 hours assumed) to help ensure compliance with the contract documents. We will also prepare and provide, as requested, documentation of work observed. Travel time is included in this time.
- Task 4.H Construction Management** – This task consists of the administrative effort required of HRG to complete the project on time, within budget, and to provide a quality product. Included will be coordination of project completion with contractor and its staff, coordination and scheduling of project, reviews of project costs and progress, preparation and submission of monthly invoices and progress reports, HRG project manager attendance at one meeting with Township staff, and documentation of meetings, telephone conversations, and construction progress.

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DELIVERABLES

Project Deliverables will include the following:

1. Design Drawings – One (1) hard copy, one (1) digital copy
2. Cost Estimate – One (1) hard copy, one (1) digital copy
3. Solicitation Documents - One (1) hard copy, one (1) digital copy

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

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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:

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- 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 30 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 30 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

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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

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(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.

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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)		
				05/09/2019		
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		CONTACT NAME: Melissa J Strous		PHONE (A/C, No, Ext): (717)737-9900		
James B Murdoch Insurance Group Inc		FAX (A/C, No): (717)737-9852		E-MAIL ADDRESS: melissa@jbminsurance.com		
4300 Carlisle Pike		INSURER(S) AFFORDING COVERAGE		NAIC #		
Camp Hill PA 17011		INSURER A : ERIE INS EXCH		26271		
INSURED		INSURER B : ERIE INS CO of NY		16233		
Herbert Rowland & Grubic Inc.		INSURER C : CNA (Schinnerer)		20443		
369 E Park Dr		INSURER D :				
Harrisburg PA 17111-2730		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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Q41-0150093	05/01/19	05/01/20	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Q05-1502279	05/15/19	05/15/20	COMBINED SINGLE LIMIT (Ea 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"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		Q29-0170004	05/01/19	05/01/20	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
B	WORKERS 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	Q89-5101392	05/01/19	05/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	06/09/19	06/09/20	Per Claim \$5,000,000 Per Claim \$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 			

Fax: ACORD 25 (2016/03)

Email:

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EXHIBIT 4
Current Billable Fee Schedule for Hourly Compensation Methods
Or If Additional Services Are Required



2020 FEE SCHEDULE

Classification	Hourly Billing Rates
Junior Technician	\$63.00
Administrative Staff	\$79.00
Technician I	\$114.00
Technician II	\$130.00
Senior Technician	\$140.00
Staff Professional I	\$135.00
Staff Professional II	\$140.00
Project Professional	\$163.00
Senior Professional	\$183.00
Principal	\$194.00

Professionals include Engineers, Land Surveyors, Landscape Architects, Planners, Geologists, Scientists and similar professionals.

Technicians include Designers, CADD Operators, Inspectors, Survey Technicians and similar technical staff.

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

Reimbursable expenses are billed at cost plus 10%, including, but not limited to Travel, Printing, Postage, Photography, Videos, Laboratory Work, Equipment Rental, and special outside Consultants.

PLEASE NOTE: HRG adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective January 1, 2020 through December 31, 2020.

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EXHIBIT 5
Current Billable Expenses



2020 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	
Fluke Power Quality Analyzer	\$200.00/Weekly
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	\$50.00/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, 2020 through December 31, 2020.

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