

RESOLUTION NO. 69 - 2017

Moved by: Wesley Mize

A Resolution authorizing the City of Harrisburg to negotiate and enter into a Master Services Agreement for engineering and environmental services with Barton & Loguidice, D.P.C. for a conceptual plan, a PA Department of Environmental Protection (DEP) WMGR025 General Permit Application and related services.

WHEREAS, the City of Harrisburg (the "City") has a desire to implement a City-sponsored and operated yard waste and organics composting facility (the "Project") in Susquehanna Township, Dauphin County; and

WHEREAS, a General Permit Application (the "GP Application") for the Project was submitted to the PA Department of Environmental Protection (the "DEP") on April 17, 2017; and

WHEREAS, the DEP issued an administrative review letter on May 9, 2017 that, among other things, identifies additional related plans and permits that are required for the DEP technical review of the GP Application to proceed; and

WHEREAS, Barton & Loguidice DPC (B&L) and Keene Environmental Consulting LLC (KEC) have teamed to develop conceptual plans and related services in connection with the GP Application; and

WHEREAS, the City intends to enter into an agreement for engineering and environmental services with Barton & Loguidice, D.P.C. for a conceptual plan, a PA Department of Environmental Protection (DEP) WMGR025 General Permit Application and related services for compensation not to exceed Sixty Thousand Dollars (\$60,000); and

WHEREAS, a copy of the Master Service Agreement with Barton & Loguidice, D.P.C. is attached as "Exhibit A."

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the City of Harrisburg is authorized to negotiate and enter into a Master Services Agreement for engineering and environmental services with Barton & Loguidice, D.P.C. for a conceptual plan, a PA Department of Environmental Protection (DEP) WMGR025 General Permit Application and related services.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

Seconded by: Hawaii I. Paul

Exhibit A

MASTER SERVICES AGREEMENT
BETWEEN
CITY of HARRISBURG, PA
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ day of _____, 2017 ("Effective Date") between City of Harrisburg, PA, ("Owner") and Barton & Loguidice, D.P.C. ("Engineer").

Engineer agrees to provide engineering and environmental consulting services to Owner in accordance with separate written scope and fee authorizations ("Task Authorizations", also sometimes referred to herein as "Project") that will be agreed upon with Owner on an as requested basis, with the understanding that each Task Authorization will be mutually agreed upon in writing between Owner and Engineer.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in each Task Authorization, and Owner shall pay Engineer for such services as set forth in Paragraph 2.01. Once duly signed by Owner and Engineer, each current Task Authorization will be deemed a part of and incorporated in this Agreement by reference. A template for Task Authorizations is provided herein as Exhibit A.

2.01 Payment for Services

Payment. Owner shall pay Engineer in the amount and in the manner set forth in each signed Task Authorization. Unless indicated otherwise in a particular Task Authorization, Owner's payments to Engineer shall be on a time and expense basis in accordance with Engineer's hourly billing rates referenced in Exhibit B, plus reimbursable expenses and any subcontracted services, subject to any fee limit referenced in each Task Authorization. Unless specifically indicated otherwise in a particular Task Authorization, Engineer's charges for any subcontracted services shall be invoiced at cost plus ten percent.

Preparation of Invoices. Engineer will prepare invoices no more frequently than monthly for submittal to Owner for review. Unless otherwise directed by Owner, separate invoices shall be submitted for each Task Authorization, based on payment methods and amounts set forth in each Task Authorization. Supporting information will be provided with each invoice, to the extent requested by Owner in a Task Authorization.

Payment of Invoices. Invoices are due and payable within 45 days of the date of the invoice. If Owner fails to make a timely payment due Engineer, then Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in a Project, Engineer shall furnish services in addition to those set forth in an executed Task Authorization via a written amendment thereto. All amendments must be in writing and properly executed by the Owner, by the Mayor, City Controller and Office of Solicitor.

Owner shall pay Engineer for such additional services as follows: (1) as may be mutually agreed to in writing, or (2) for additional services of Engineer's employees engaged directly on the Project in an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times hourly billing rates for each applicable billing class; plus reimbursable expenses and charges for Engineer's subconsultants, if any. Notwithstanding, this provision, the

Owner shall not be responsible for any monies in excess of the not-to-exceed term of this Agreement or any Task Authorization unless a pre-approved Change Order or equivalent has been properly executed by the parties.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause:

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

(1) (i) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

(ii) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

(iii) In the event Engineer terminates this Agreement for either of the above-specified reasons, Engineer shall have no liability to Owner on account of such termination.

(2) Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case be more than, 60 days after the date of receipt of the notice.

c. For convenience, by Owner effective seven days after the receipt of written notice by Engineer.

2. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

3. In the event of any termination under Paragraph 4.01.A.1, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.

4. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to payment for those items identified in Paragraph 2.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Engineer's subconsultants, and other related close-out costs, using Engineer's hourly billing rates referenced in Exhibit B and consistent with the do-not-exceed provision of the Agreement or any related Task Authorization.

5.01 Controlling Law

A. This Agreement is to be governed by the laws of the Commonwealth of Pennsylvania.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.01 .B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Engineer from retaining subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

7.01 General Considerations

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work, or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Barton & Loguidice, D.P.C. template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.

All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not Project is completed. Engineer grants Owner a license to use the instruments of service for Project construction as is the intended purpose of the documents, and for the purpose of maintenance and repair of the Project.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in **any way** related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer pursuant to this Agreement.

The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer 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 Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

The services to be provided by Engineer under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed

investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Engineer are understood by the parties to this Agreement to be strictly **engineering** opinions, advice, information or recommendations. Engineer is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. Owner and any other parties with an interest in the Project or this Agreement should determine independently whether they require the services of a municipal advisor.

8.01 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Engineer agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction, which for purposes of this Agreement shall be the Court of Common Pleas for Dauphin County.

If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by the Court of Common Pleas for Dauphin County without first participating in mediation.

9.01 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of construction of the Project for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.01 Indemnification

The Engineer and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. The parties acknowledge that the City of Harrisburg is a Third Class City, vested with enumerated powers and the authority to provide indemnification is not expressly listed among those enumerated powers.

11.01 Insurance

Engineer shall procure and maintain insurance as set forth in Exhibit C, "Insurance". Engineer shall cause Owner to be listed as an additional insured on applicable general liability insurance policies carried by Engineer.

Owner shall require all Project construction Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and any of its subconsultants to be listed as additional insured's with respect to such liability and other insurance purchased and maintained by Contractor for the Project, and shall require Contractor to deliver to Engineer certificates of insurance for the required coverages.

Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

12.01 Disadvantaged Business Enterprise (DBE) Involvement

During each calendar year in which a Task Authorization is executed in accordance with this Agreement, Engineer will make a good faith effort to engage duly certified (by the Pennsylvania DBE United Certification Program) Disadvantaged Business Enterprises as a subcontractor and/or subconsultant to achieve a goal of four percent (4%) of the total amount invoiced to Owner during each calendar year for such Task Authorizations. Engineer will maintain records of its efforts to secure the services of DBE subconsultants and/or subcontractors, the means of communication used to solicit the involvement of DBE firms, the type of work and/or services performed on Task Authorizations by DBE firms, and the dollar amounts paid to DBE firms on the Task Authorizations. If no DBE is qualified, available, or willing to participate in Task Authorizations during any given calendar year then upon request Engineer will provide Owner with detailed, verifiable information describing the good faith effort made during that year to locate a DBE for such Task Authorizations.

13.01 Total Agreement

This Agreement, including any expressly incorporated Task Authorizations and Exhibits, constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1 hereof.

OWNER: City of Harrisburg, PA
By: _____
Title: _____

ENGINEER: Barton & Loguidice, D.P.C.
By: _____
Title: Executive Vice President

Date
Signed: _____

Date
Signed: _____

By: _____
Title: _____

APPROVED AS TO
FORM AND LEGALITY

Law Bureau

Address for giving notices:

City of Harrisburg, Attn: City Engineer _____

123 Walnut Street, Suite 212 _____

Harrisburg, PA 17101-1695 _____

Address for giving notices:

Barton & Loguidice, Attn: President _____

443 Electronics Parkway _____

Liverpool, New York 13088

Exhibit A - Template for Task Authorizations

City of Harrisburg, PA ("Owner") entered in to a Master Services Agreement with Barton & Loguidice, D.P.C. ("Engineer" or "B&L") with an effective as of the date of making of the final required signature. In accordance with that Master Services Agreement, the following Task Authorization is hereby approved and Engineer is authorized by Owner to proceed with the services as delineated below. This is Engineer's /e.g., #2 Task Authorization.

Effective Date of this Task Authorization:

B&L Project Name:

B&L Project Number:

B&L Project Manager:

Owner's Project Manager:

Fee Limit for this Task Authorization, if any:

Payment Method: *[e.g., Time & Expense per hourly billing rates; lump sum]* Engineer's

Scope of Services:

Approved for Owner By: _____

{insert signature and date of signature}

Type Name and Title of Owner's Approver:

Approved for B&L By:

insert signature and date of signature] Type

Name and Title of B&L Approver:

Exhibit B - Engineer's Hourly Billing Rates Schedule

Note: The billing rates schedule shown below will be in effect for the entire calendar year indicated on the rates schedule, and will be replaced with Engineer's new billing rates schedule effective on January 1st of each and every subsequent year of this Agreement.

Barton & Loguidice, D.P.C.
Billing Rates For Calendar Year 2017
Schedule A



Expert testimony.....	\$2010/day
Travel - by common carrier.....	at cost
Travel - by passenger vehicles*.....	IRS published rate for current year
Subsistence (when overnight away from home office).....	at cost
Telephone, outside printing, postage, etc.....	at cost
In-house printing.....	Billing rate schedule for printed material
ACAD/geotechnical graphics**.....	\$13.70/hr.
Geographic information systems**.....	\$10.50/hr.
Sampling - equip. Rental.....	Expendables billing rate schedule for sampling services
Outside contracted services.....	Cost plus 10%

INDIVIDUAL PRINCIPALS AND TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

TITLE/NAME	RATE
Asset Management Engineer	\$ 118
Assistant Landscape Architect I	\$ 91
Assistant Landscape Architect II	\$ 98
Associate	\$ 190
CAD Technician	\$ 89
Construction Manager	\$ 164
Designer	\$ 99
Engineer I	\$ 113
Engineer II	\$ 116
Engineer III	\$ 129
Engineering Aide	\$ 88
Engineering Designer I	\$ 136
Engineering Technician	\$ 116
Environmental Scientist I	\$ 80
Environmental Scientist II	\$ 93
Environmental Scientist III	\$ 109
Executive Secretary	\$ 77
Field Technician	\$ 85
Group Tech Assistant	\$ 66
Hydrogeologist II	\$ 98
Industrial Hygienist I	\$ 88
Industrial Hygienist II	\$ 98
Industrial Hygienist III	\$ 103
Inspector	\$ 85
Intern - Technical	\$ 56
Intern Architect II	\$ 109
IT Administrator II	\$ 100
IT Manager	\$ 167
Land Use Planner I	\$ 91
Land Use Planner III	\$ 124
Managing Engineer	\$ 171
Managing Environmental Scientist	\$ 162
Managing Hydrogeologist	\$ 174
Managing Industrial Hygienist	\$ 142
Managing Landscape Architect	\$ 163
Network Administrator III	\$ 112

TITLE/NAME	RATE
Office Engineer	\$ 113
Principal	\$ 266
Principal Engineering Technician	\$ 133
Project Administrator	\$ 91
Project Architect	\$ 132
Project Engineer	\$ 140
Project Environmental Scientist	\$ 123
Project Landscape Architect	\$ 124
Project Manager	\$ 173
Resident Engineer	\$ 117
Senior Project Environmental Scientist	\$ 138
Senior Asset Management Consultant	\$ 174
Senior Associate (PLLC)	\$ 210
Senior Consultant	\$ 172
Senior Designer	\$ 105
Senior Engineer	\$ 138
Senior Environmental Consultant	\$ 197
Senior GIS Analyst	\$ 126
Senior Group Tech Assistant	\$ 74
Senior Inspector	\$ 99
Senior Land Use Planner	\$ 157
Senior Managing Architect	\$ 177
Senior Managing Engineer	\$ 177
Senior Managing Environmental Scientist	\$ 186
Senior Managing Hydrogeologist	\$ 179
Senior Managing Landscape Architect	\$ 164
Senior Project Engineer	\$ 152
Senior Project Hydrogeologist	\$ 147
Senior Project Landscape Architect	\$ 139
Senior Project Manager	\$ 177
Senior Projects Engineer	\$ 152
Senior Vice President	\$ 240
Senior Water Quality Scientist	\$ 145
Support Group	\$ 62
Vice President	\$ 210

*Approved IRS mileage rate in effect at time of billing ** Does not include operator

Task Authorization #1

Barton & Loguidice DPC (B&L) and Keene Environmental Consulting LLC (KEC) have teamed to develop conceptual plans and a PA Department of Environmental Protection (DEP) WMGR025 General Permit Application (GP Application) for a proposed City-sponsored and operated yard waste and organics composting facility (The Project) in Susquehanna Township, Dauphin County. The GP Application was submitted to DEP on April 17, 2017. An administrative review letter was issued by DEP for the GP Application on May 9, 2017 that, among other things, identifies additional related plans and permits that are required for the DEP technical review of the GP Application to proceed.

The technical assistance consulting work on the Project by B&L and KEC (collectively, the Team) has, to date, has been funded through the PA Department of Community and Economic Development (DCED). However, certain project-related Project permits are required that are beyond the scope of the DCED Act 47 Technical Assistance support.

Effective Date of this Subconsultant Authorization: June 15, 2017

B&L Project Name: City of Harrisburg Yard Waste & Organics Compost Project – Additional Permitting

B&L Project Number: TBD (also reference 1683 Novak)

B&L Project Manager: Robert F. Hasemeier, P.E.

Owner's Project Managers: Matt Miller and Wayne Martin, P.E.

Fee Limit for this Subconsultant Authorization: \$55,410

Fee & Billing: Time & Expense per MSA and hourly billing rates set forth herein. The estimated project budget for the additional permitting services described in this Task Authorization are to be provided on a time and expense basis in accordance with the billing rates identified in Table 1. B&L has provided a scope of work and budget that B&L believes to be inclusive of issues that are defined in the work scope below. Some work effort is defined as out of scope and further defined in the assumptions. Billings for the services defined below shall not exceed Fifty Five Two Thousand Four Hundred Dollars (\$55,400) without first requesting and receiving additional authorization from the City of Harrisburg. Estimated fees are included in Table 2.

Table 1: Billing Rates

Classification	Individual	Hourly billing rate
Senior Managing Engineer	Robert Hasemeier	\$177
Senior Consultant	Christopher Campman	\$172
Senior Engineer	Ashley Duncan	\$138
Engineer 1	Zane Geist	\$113
Field Technician	Alison D'Airo	\$85
Project Environmental Scientist	Shaun McAdams	\$123
CAD Technician	Jesse Stoner	\$89
Construction Inspector	Dylan Peters	\$85
Group Technical Assistant	Sharon Thompson	\$66

Other individuals maybe added by B&L at the above classification rates without prior approval of Client. Additional rate classifications require approval by Client.

Table 2: Budget

Task	Estimated Range of Cost
Task 1: Erosion and Sedimentation Control Plan and Report	\$5,530
Task 2: Township LDP form & checklist	\$24,280
Task 3: Municipal Notifications	\$590
Task 4: Post-Construction Stormwater Management (PCSM)/ Stormwater Plan & Report	\$10,960
Task 5: NPDES Construction Permit application	\$6,560
Task 6: Meetings	\$4,750
Task 7: Other Permits	Not estimated
Budget Estimate	\$55,410

Engineer’s Scope of Services: Due to its familiarity and close involvement in Project development and the GP Application to DEP, and ongoing DCED-supported technical assistance tasks on the Project, it is proposed that B&L enter into a direct contract with the City of Harrisburg (City) to prepare significant permit-related plans that were identified by DEP in its May 9 administrative review letter and discussion with Susquehanna Township. These permit applications/plans are required for DEP to continue its permit review. The permit applications/plans are described below:

Task 1 – Erosion & Sedimentation (E&S) Plan: B&L will prepare E&S plans and specifications for the land development of five acres on Stanley Road owned by Harrisburg School District and proposed for use by City of Harrisburg for use as a yard waste processing and composting facility. The land development will disturb five (5) acres requiring both approval of the basic E&S Plan by Dauphin County Conservation District and a NDPEs permit which requires a more detailed E&S plan will be required, which is included in another task. . A copy of this E&S plan will also be submitted to DEP to fulfill a requirement of DEP’s May 9, 2017 administrative review letter.

Task 2 – Township Land Development Plan (LDP): B&L will develop a land development plan application to Susquehanna Township with coordination with Dauphin County Planning Commission for review and approval. It is assumed that no additional survey or field work is necessary, and that a stamped boundary survey already received from the Harrisburg School District construction at the site is suitable for reference in the plan set.

- Develop Erosion and Sediment Control (E&S) details, drawings and an E&S Report as part of the land development plan, as well as for the NPDES permit application

- Develop drawings that show existing features, soil maps, utilities, drainage areas, E&S BMPs, stormwater BMPs and the proposed building footprint for submission to the Township
- Use current LiDAR information from published databases to establish the existing grades on the site and to develop the proposed grades. No additional surveying of existing contours is anticipated at this time
- Identify other site development features required for Township approval of the compost facility.
- City will provide a sketch and basic building specifications for inclusion into LDP plans for the equipment shed.

Task 3 – Municipal Notifications: If the disturbed area exceeds one (1) acre requiring a NPDES permit for the project, B&L will prepare local land use notifications as part of the NPDES general permit process and per Act 67, 68, and 127; formally known as Act 14 notifications.

Task 4 – Post Construction Stormwater Management Plan & Report: A post-construction stormwater management plan for the Project will be developed and submitted to DEP to fulfill a requirement of DEP's May 9 administrative review letter. B&L will develop a post construction stormwater management plan and report for the development of the lot. This information will be utilized for the land development plan to the Township/County, and will also be modified for use for the NPDES permit. This report will utilize stormwater modelling and published databases to determine the extent of the drainage areas.

It is assumed that the addition of the additional impervious area for the new facilities will not violate Township impervious area limits, and that there is sufficient space on the site (assuming credit can be achieved from the larger 42 acres) to address stormwater rate attenuation with a standard stormwater basin, and water quality with standard infiltration trenches, and that no limiting soils that prevent infiltration on the site.

- B&L will perform stormwater modeling to determine any increase in storm volume and rates resulting from the development of the composting site.
- B&L will analyze the stormwater data per the requirements established in the Township Ordinance
- B&L will design stormwater BMPs in accordance with the Pennsylvania BMP manual and the local Township Ordinance.
- B&L's design is based upon filter strips with discharge into detention basin
- B&L will develop drainage map drawings, HydroCAD modeling and a PCSM Report for submission as part of the NPDES permit application

Task 5 – NPDES Stormwater General Permit Associated with Construction: B&L will prepare a NPDES General Permit Application for Stormwater Discharge Associated with Construction to be submitted to the Dauphin County Conservation District. It is assumed that this project will qualify under the general permit and will not require an individual permit. B&L will conduct a wetlands delineation as part of this task. This work item is required for the NPDES permit, and may be required for other local submissions.

- B&L will develop a NPDES permit application for stormwater discharges associated with construction activities
- B&L will perform a wetland delineation for the area of the yard waste composting site.
- B&L assumes a Certificate of No Exposure can be obtained for the facility. B&L will complete the necessary paperwork for this submission.

Task 6 – Meetings: It is assumed that B&L will need to attend up to two (2) township meetings to represent the project when it comes up for review/approval. Additionally, we have assumed that B&L will attend up to one (1) meeting with the Dauphin County Conservation District to familiarize them with the proposed project to expedite their review. Other meetings are out of scope services but can be attended by B&L as a separate authorization.

Task 7 – Other Permits: The May 9, 2017 DEP review letter identified two possible related permits that may be required by DEP for the project. They are:

- An industrial stormwater permit.
- An air quality approval.

While B&L does not believe these two additional permits are warranted for this Project (DEP has not yet confirmed whether these additional DEP permits are required for the Project), and as such, the scope of such permit applications have not yet been fully determined. B&L has not included any allowance into the level of effort to accommodate this work.

Project Assumptions

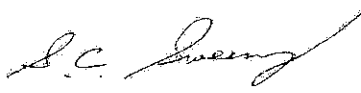
The following are assumptions made with in the development of the scope of work and fee for this project:

- Assumes soils testing by others (stormwater double ring infiltrameter, perc or probe testing), and soils will qualify for infiltration. *(B&L can perform infiltration testing under a separate authorization is needed.)*
- Assumes there is sufficient area for surface stormwater management.
- Assumes (2) township or County meetings to be present when the plan is submitted, assumes (1) meeting w/DCCD as pre-application meeting. Other meetings are out of scope.
- Assumes a stamped boundary survey (with permission for use) will be provided, and no other survey is required. Any other survey is out of scope.
- Proposal does not include permitting fees or costs by reviewing agencies, bonding, etc.
- Assumes all zoning approvals are in place (zoning applications are out of scope).
- No inspections are included in this scope.
- Assumes no wetlands, species of concern or historic structures or sites exist on the site.
- No noise evaluation is included in B&L's work effort and any noise study is out of scope.
- No County recording services are included in this scope.
- Assumes Highway occupancy is already approved for the lot, and no traffic studies are required for this project.
- Construction Phase services are not included in this scope. *(B&L can provide these services as required under a separate authorization.)*
- Structural design of foundations or buildings, electrical and plumbing design related to code review are outside this scope. *(B&L can provide these services as required under a separate authorization.)*

- Assumes utility approvals by others (water, sewer, gas, electric).
- Assumes the initial application to the reviewing agencies is deemed administratively complete and technically adequate; additional work to address comments based upon opinions or requests not contained in regulations or clear written published policies are out of scope.
- No construction services or agency certifications are included in B&L's level of effort

Approved for Owner by: _____
[authorized signature and date of signature]

Type Name and Title of Owner's Approver:

Approved by B&L by:  Date: 6/16/17

Type Name and Title of B&L Approver: Sean C. Sweeney, Associate

Exhibit C – Insurance

The kinds and amounts of insurance required of the ENGINEER are as follows:

A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries generally referred to as "Worker's Compensation Insurance".

Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

Commercial General Liability Insurance shall be furnished with the limits of not less than

General Aggregate \$2,000,000

Products-Comp/Op Agg. \$2,000,000 Personal/Adv. Injury \$1,000,000

Each Occurrence \$1,000,000

Damage to Rented Premises \$100,000

Medical Expense \$5,000

Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence \$1,000,000

Aggregate \$1,000,000

- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2017 RESOLUTION NO. ⁶⁷-2017

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:



City Solicitor

June 26, 2017

Date

Requested by Department/Bureau: Public Works/Mayor

Department/Bureau Contact Person: Mayor / Matt Melby / Alison Johnson

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on



Received by:

Date: 6.27.17