

1900 Linglestown Road | Harrisburg, PA 17110 Phone 717.545.4751 | Fax 717.540.5298 susquehannatwp.com

Susquehanna Township Board of Commissioners

Workshop Agenda March 23, 2023 Pincus Room <u>6:30 p.m.</u>

- A. CALL TO ORDER
- **B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE
- D. PETITIONS, COMPLAINTS, SUGGESTIONS FROM CITIZENS
- E. APPROVAL OF MINUTES
 1. March 9, 2023 Board of Commissioners Regular Meeting
- F. RECOGNITIONS AND PRESENTATIONS None.

G. TRAFFIC STUDY REQUESTS

- N. 28th Street between Herr Street and Locust Lane (Ward 3)
 a. Staff Recommendation That the Board authorize the traffic study.
- Valley Road & Progress Avenue Traffic Signal Engineering Study (Ward 4)
 a. Staff Recommendation That the Board authorize an internal accident analysis.

H. ACTION ON ORDINANCES, RESOLUTIONS, CONTRACTS, SUBDIVISION AND LAND DEVELOPMENT PLANS, AND GENERAL BUSINESS

1. <u>RESOLUTION 2023-R-5</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF A DCNR COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM GRANT APPLICATION FOR THE DEVELOPMENT OF CROWN POINT PARK

Doug Knauss, Director of Parks and Recreation

Narrative

Provided with the agenda is a copy of a resolution authorizing the submission of a grant application to the Department of Conservation and Natural Resources Community Conservation Partnerships Program for the continued development of Crown Point Park. The grant application is for an amount of \$165,000 and requires a 50% local match, for a total project cost of \$329,538. Also provided with the agenda is a Letter of Financial Commitment authorizing the local match for the same. Staff is recommending approval of the resolution and authorization to submit the Letter of Financial Commitment.

Recommended motion: That the Board of Commissioners adopt the resolution authorizing the submission of a grant application to DCNR and Letter of Financial Commitment for the development of Crown Point Park.

2. REQUEST FOR GREASE TRAP VARIANCE – KIDDIE ACADEMY (3901 NORTH PROGRESS AVENUE)

Jill Lovett, Director of Finance

Narrative

Provided with the agenda is a memorandum from Josiah Bair, P.E. of GHD, Susquehanna Township Authority Engineer, describing the requested variance from the requirement to install a 1,000-gallon grease trap on premises. The applicant, Kiddie Academy of 3901 North Progress Avenue (Susquehanna Union Green) is requesting a variance to permit the installation of "undersink" grease traps. There will be no fryer installed at the site, so it is anticipated that the volume of grease produced will be minimal and the proposed traps will be sufficient for the use. The Susquehanna Township Authority approved the variance request at its meeting on Tuesday, March 7th and staff is recommending the Board of Commissioners also approve the same.

Recommended motion: That the Board of Commissioners approve the grease trap variance request for the Kiddie Academy at 3901 North Progress Avenue.

3. AWARD OF CONTRACT 2023-C1ST, PAXTON CHURCH ROAD STABILIZATION PROJECT

Alex Greenly, Township Engineer

Narrative

Provided with the agenda is a memorandum and bid tabulation for the Paxton Church Road Stabilization Project. The project scope involves a repaving and realignment of a segment of Paxton Church Road in the vicinity of its intersection with Shutt Mill Road. The project also includes streambank stabilization to prevent further erosion and degradation of the roadway. The budget for this item was set at \$1,392,478 from the Susquehanna Township Authority Budget to be taken from the Stormwater Fee revenue. The remaining budget is to be applied to construction management services and contingency for unanticipated change orders.

Recommended motion: That the Board of Commissioners award Contract 2023-C1ST to JVI Group in the amount of \$1,145,307, subject to the receipt of performance and improvement bonds for the project.

4. APPROVAL OF RETAINER AGREEMENT WITH HRG, INC. FOR CONTRACT ADMINISTRATION AND OBSERVATION SERVICES FOR THE PAXTON CHURCH ROAD STABILIZATION PROJECT

Betsy Logan, Assistant Township Manager

Narrative

Provided with the agenda is a copy of a retainer agreement for HRG, Inc. for contract administration and observation (inspection) services for the Paxton Church Road Stabilization Project. The scope of work (Exhibit 1) includes a preconstruction meeting; review of change order requests, pay applications and submittals; site inspection; and closeout. The proposed engagement is in the amount of \$133,400 and is within budget.

Recommended motion: That the Board of Commissioners approve the retainer agreement with HRG, Inc. for contract administration and inspection services for the Paxton Church Road Stabilization Project in an amount of \$133,400.

5. TAX APPEAL SETTLEMENT – BRCA REALTY, LLC

Betsy Logan, Assistant Township Manager

Narrative

Provided with the agenda is a Settlement Stipulation related to the Tax Assessment Appeal filed by BRCA Realty, LLC, for property located at 4503 North Front Street. The Agreement revises the total assessed value of the property, effective January 1, 2023, to be \$527,100. If approved, the total tax revenue would decrease by approximately \$545 for the 2023 tax year.

Recommended motion: That the Board of Commissioners authorize the Solicitor to sign the tax assessment appeal settlement stipulation for BRCA Realty, LLC v. Dauphin County Board of Assessment Appeals, et al.

I. CONSENT AGENDA

- 1. Promotion of Jace Hilton to Sign Technician
- 2. Authorizing the sale of two (2) Toro Lawn Mowers (Municibid Listing) Unit 1 for \$5,400 and Unit 2 for \$5,300.
- 3. Financial Security Reduction Linglestown Road Office Site (\$82,220).

J. COMMISSIONER COMMENTS

K. ADJOURNMENT

<u>NOTE</u>: TO ACCOMMODATE ALL CITIZENS, INDIVIDUAL SPEAKERS WILL BE PERMITTED THREE MINUTES TO ADDRESS THE BOARD.

- <u>NOTE</u>: PLEASE PLACE ALL CELL PHONES AND OTHER ELECTRONIC DEVICES ON SILENT MODE.
- **<u>NOTE</u>**: THE TOWNSHIP MEETINGS ARE RECORDED.

MINUTES

SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING MARCH 9, 2023

WORKSHOP MEETING:

Vice President Napper called to order the Regular Meeting of the Susquehanna Township Board of Commissioners on Thursday, March 9, 2023, at 6:53 PM.

EXECUTIVE SESSIONS:

Vice President Napper informed those in attendance that an Executive Session occurred prior to this meeting where personnel, litigation, real estate, and other matters allowable by law were discussed.

ROLL CALL:

COMMISSIONERS:

Jody Rebarchak – Present Gary Rothrock – Present Carl Hisiro – Present Frank Lynch – Excused Tom Pyne – Present Fred Faylona – Present Fred Engle – Excused La Tasha Williams - Excused Steven Napper – Present

TOWNSHIP PERSONNEL:

David Pribulka – Secretary-Manager Morgan Madden, Esq. – Township Solicitor Betsy Logan – Assistant Township Manager Alex Greenly, P.E. – Township Engineer George Drees, Fire Marshal Jill Lovett – Director of Finance Nathan Bragunier – Director of Public Works Kathy Fry, Executive Assistant

OTHERS IN ATTENDANCE:

Justin Fleming, Mike O'Brien, Danielle Wise, Bob Stakem, Wyatt Saint

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE:

Vice President Napper asked Commissioner Pyne to lead the Pledge of Allegiance followed by a Moment of Silence.

PETITIONS, COMPLAINTS, SUGGESTIONS FROM CITIZENS:

Justin Fleming, 109 Fawn Court and State Legislator was in attendance to inform the Board of Commissioners of an Open House that will be occurring on March 16, 2023, from 4 PM to 7 PM at his

office located at 4807 Jonestown Road. He asked that all who plan to attend should contact his office or use his website to RSVP.

He also reminded that his office is available to help with any State-run services if the need should arise.

APPROVAL OF MINUTES.

Commissioner Hisiro moved to approve the February 23, 2023, Board of Commissioners Workshop Meeting Minutes. The motion was seconded by Commissioner Faylona and then unanimously approved.

RECOGNITIONS AND PRESENTATIONS:

No Recognitions or Presentations occurred at this meeting.

REPORTS OF COMMITTEES

1. <u>Building & Grounds</u> – Commissioner Rothrock reported that the facade is complete, the electrical work continues, and we are still waiting for the generator to be installed at the Administration Building.

2. <u>Budget, Finance, Insurance & Pension</u> – Commissioner Pyne reported that the Committee met on March 7th and gave their blessing to receive proposals for new banking services and the investment policy statement for the deferred compensation plan.

3. <u>Public Works</u> – Vice President Napper reported that pot hole repairs continue, street sweeping has begun, and drainage pipes have been installed at Logans Farms Trail.

4. <u>Health & Sanitation</u> – Commissioner Rebarchak reported that a meeting was recently held that included a working group of Commissioners and Township staff where they discussed options to move to automated trash collection. She also noted that yard waste collection will resume on Saturday, March 18, 2023.

5. Administration & Personnel - No Report

- 6. <u>Police</u> No Report
- 7. Fire, EMS, EMA No Report

8. <u>Recreation</u> – Commissioner Faylona reported that the Wedgewood Hills Property Site Committee met on February 28, 2023. He noted that the first Open House regarding this project will occur on March 28th at 7:30 PM at the Greater Zion Missionary Baptist Church located at 212 North Progress Avenue.

9. <u>Planning & Zoning</u> – Commissioner Rothrock reported that a Zoning Hearing Board Meeting was held on February 16, 2023, where an appeal was withdrawn for the Zoning Administrator's decision and a variance request was denied. He also reported that a Planning Commission meeting was held on February 27, 2023. There were four items on this agenda. Two were recommended to the Board of Commissioners for approval and two were tabled until the next meeting.

ACTION ON ORDINANCES, RESOLUTIONS, SUBDIVISION AND LAND DEVELOPMENT PLANS

1. <u>RESOLUTION 2023-R-3</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME DISTRICT COUNCIL 90 FOR A TERM BEGINNING JANUARY 1, 2023, AND EXPIRING DECEMBER 31, 2025

Manager Pribulka reported that the bargaining unit met and voted to ratify the contract.

Commissioner Pyne moved that the Board of Commissioners adopt the resolution ratifying a collective bargaining agreement with AFSCME District Council 90 for a term beginning January 1, 2023, and expiring on December 31, 2025. The motion was seconded by Commissioner Hisiro and then unanimously approved.

2. <u>RESOLUTION 2023-R-4</u> A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AMENDING THE SUSQUEHANNA TOWNSHIP SCHEDULE OF FEES BY ESTABLISHING ATTORNEY FEES ASSOCIATED WITH THE FILING AND SETTLEMENT OF MUNICIPAL LIENS

Manager Pribulka reported that this resolution will allow for Attorney's Fees associated with Municipal Liens to be added to the Township's Fee Schedule.

Commissioner Rebarchak moved that the Board of Commissioners adopt the resolution amending the Susquehanna Township Fee Schedule establishing attorney's fees associated with the filing and settlement of municipal liens. The motion was seconded by Commissioner Faylona and then unanimously approved.

3. <u>REQUEST FOR WAIVER – 3523</u> UNION DEPOSIT ROAD ("TOMMY'S CAR WASH")

Assistant Manager Logan reported that this waiver is being requested due to site restrictions caused by the trees. She noted that PennDOT has approved this request, trees will be replanted in this area, and the Township's Planning Commission has recommended this waiver request for approval by the Board of Commissioners.

Commissioner Pyne moved that the Board of Commissioners grant the waiver for §22-1001.1, Tree Preservation, Planting and Woodland Preservation. The motion was seconded by Commissioner Faylona.

The Commissioners discussed the number of trees that were to be replanted and had concerns as to whether there would be enough space. It was suggested that any trees that would not fit in this area could be planted in a Township Park. It was then noted that most of the trees that are to be taken down are of an invasive variety.

The motion then passed with a unanimous vote.

REPORTS

1. Township Manager – Manager Pribulka stated that his report was provided to the Board in their packets. He highlighted that the Executive Summary of the Routes 39 and 743 Corridor Study that was recently concluded by HRG was included with his report. He also noted that a meeting has been

scheduled with the School District, Commissioner Pyne, Staff, and the Tree Commission to coordinate planting trees at McNaughton Park.

2. Public Safety/Police – No Report

3. Community and Economic Development – Report was included in the Board of Commissioners Packet.

4. Public Works – Nathan Bragunier, Director of Public Works reported that they are currently working on cleaning up the cinders on the roadways before the regular street sweeping begins.

5. Engineer – Alex Greenly, Township Engineer reported that five bids were received for the Paxton Church Road Rehabilitation Project. The lowest bidder was JVI Group, with a bid of \$1,145,307. He also noted that no bids were received for the Boyd's Park Phase II Project. He will be meeting with Township Staff to discuss what should be changed in this plan.

6. Solicitor – No Report

7. School Board – Commissioner Pyne reported that the construction of a new concession stand at Roscoe Warner Field is underway.

- **8.** Authority No Report
- **9.** Shade Tree No Report
- **10.** Communications No Report

11. Human Relations Commission – Commissioner Hisiro reported a HRC meeting occurred on February 28, 2023. At this meeting officers were elected and a representative from the Pennsylvania Human Relations Commission was in attendance to discuss legislation regarding gender identity and sexual orientation. He also noted that the Human Relations Commission will have a table set up at the Pride Festival that will occur on July 29, 2023, at Soldiers Grove.

12. Parks & Recreation – Doug Knauss, Director of Parks & Recreation reported that the new playground equipment has been installed at Edgemont and Stabler Parks. He also noted that a Candy Scramble will occur at Roscoe Warner Field in conjunction with the Susquehanna Township High School Alumni Association on April 1st and the Tour de Belt is scheduled for June 4th.

CONSENT AGENDA

- a. Statement of Bills Paid
- b. Acceptance of Resignation of Bryan Gennese
- c. Letter of Support DCNR Grant Application (Penbrook Borough)
- d. Acceptance of Resignation of Madison Smith
- e. Authorization to Advertise 1998 Ford Expedition on Municibid

Commissioner Pyne moved that the Board of Commissioners approve the items listed on the Consent Agenda. The motion was seconded by Commissioner Faylona and then unanimously approved.

COMMISSIONERS COMMENTS

There were no additional comments received from the Board of Commissioners.

ADJOURNMENT

Commissioner Hisiro moved to adjourn the Board of Commissioners meeting. The motion was seconded by Commissioner Faylona.

The motion was approved with a unanimous vote and the meeting concluded at 7:27 P.M.

Signed

David Pribulka Secretary-Manager Good afternoon Mr. Hisiro!

My name is Ray Hanley, my wife Rachel and I met with you this past Saturday at Peachtree. I'm sending along formal requests based on what we had discussed that day.

North 28th Street, in particular between Herr Street and Locust Lane, experiences a high travel rate from cars passing through the neighborhood with people trying to bypass the clogged up intersection of Progress and Jonestown Road. Mostly during rush hour and especially at night, people go down our road at unbelievable speeds. I have personally witnessed my neighbor's 4 year old walk out into the street and almost be hit by a car that was going so fast it almost lost control trying to brake. It does not feel safe walking down the side of the road, most of which does not have sidewalks despite the close proximity of the Catholic School, Little Valley and Edgemont Parks. A traffic study will reveal the issues I've expressed above, and I believe that putting in crosswalks, and more importantly speed bumps or humps on this segment can forcibly slow down traffic to safe levels. This strategy has worked wonders along Locust Lane as told by the Hawkins family, and I believe it could greatly improve the walkability of the neighborhood. If you have any questions or comments please let me know.

Best, Ray Hanley

From:	cmsmailer@civicplus.com on behalf of Contact form at Susquehanna PA
То:	David Pribulka
Subject:	[Susquehanna PA] Traffic Signals at Valley Dr & Progress Ave (Sent by Sandii Peiffer, gdaysandii@yahoo.com)
Date:	Wednesday, March 8, 2023 12:25:29 PM
Attachments:	valley dr progress ave.jpg

Hello dpribulka,

Sandii Peiffer has sent you a message via your contact form (https://linkprotect.cudasvc.com/url? a=https%3a%2f%2fwww.susquehannatwp.com%2fuser%2f3756%2fcontact&c=E,1,dNXyTx6F7s2-5SgOpFIEKGYL2hc6FHTq5PEIGvwdcQmhY-Wj11c8Q2FaZeKFuna_AjQWclMOfzdyn0RM9eqlDeXSS2ib3bOH-YYPCOuW&typo=1) at Susquehanna PA.

If you don't want to receive such e-mails, you can change your settings at <u>https://linkprotect.cudasvc.com/url?</u> a=https%3a%2f%2fwww.susquehannatwp.com%2fuser%2f3756%2fedit.&c=E,1,Rj182s_9pJWnJk-G7XFh_MQfvFR7m-mzmRiAk4YekkuGMoowJvuO41RW1IiCG4btyJjGoCVROhE0MoI8o0OPz2Mw24gbSHNiXfEOaDdvWNHYOgc_qWhVSun&typo=1

Message:

PENNDOT said I need to refer this concern to Susquehanna Twp as you have jurisdiction over the intersection of Valley Dr & Progress Ave and a permit for the traffic signal there.

The right turn green arrow signal from Valley Rd (westbound) onto Progress Ave (northbound) is not protected. The PA Driver's Manual states that a green arrow is a protected turn. When the signal for westbound traffic on Valley Dr turns green + green arrow, it is countered with a solid green (no arrow) for the opposing traffic exiting I-81 from the ramp. The traffic from the ramp flies through the intersection without yielding to those of us traveling westbound and turning right - with a green arrow. I travel this road frequently each week, and make this right-hand turn onto Progress Ave north coming home and I have had many close encounters with opposing traffic that doesn't stop or yield. I also see many indications of accidents at this intersection.

It is my opinion that if the Valley Dr westbound has a "protected" right green arrow, the opposing offramp should have a red light or red arrow.

Thank you for looking into this traffic hazzard.



RESOLUTION PAGE

Commonwealth of Pennsylvania https://apps.dcnr.pa.gov/grants

DCNR-C2P2

Applicant Information (* indicates required information)

Applicant/Grantee Legal Name: SUSQUEHANNA TOWNSHIP BOARD OF Web Application ID: 2006397

Project Title: Crown Point Playground Rehabilitation

WHEREAS, **SUSQUEHANNA TOWNSHIP BOARD OF COMMISSIONERS** ("Applicant") desires to undertake the project, "**Crown Point Playground Rehabilitation**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

- The grant application may be electronically signed on behalf of the applicant by "David Pribulka" who, at the time of signing, has a TITLE of "Township Manager" and the email address of "dpribulka@susquehannatwp.com".
- 2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
- 3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
- 4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this ______ day of ______, ____,

(signature of the governing body)



1900 Linglestown Road | Harrisburg, PA 17110 Phone 717.545.4751 | Fax 717.540.4298 susquehannatwp.com

March 23, 2023,

Susquehanna Township is in the process of updating our park system and has identified Crown Point Park Playground the next playground system to be replaced. The Township is working with various playground suppliers and have determined the cost of the playground would be \$329,538.00. Susquehanna Township is seeking a grant as part of the Dauphin County Local Share grant in the amount of \$30,000 to put towards the replacement, with that we are also applying for the supplemental round of grants with DCNR. Susquehanna Township Board of Commissioners is committed to financially supporting the match to the DCNR Grant proposal in the amount of \$135,000 to \$165,000 based on the outcome of the Local Share Grant through Dauphin County.

Susquehanna Township Board of Commissioners is committing a financial grant match of between \$135,000 to \$165,000 based on the success of the award of the Dauphin County Local Share Grant.

Frank Lynch, President Board of Commissioners

Date

David Pribulka, Secretary

Date



Memorandum

February 8, 2023

То	Josiah Bair	· · · · · · · · · · · · · · · · · · ·	······································
Copy to	Joel Kostelac		
From	Judy Musselman	Tel	717.585.6359
Subject	Kiddie Academy FOG Variance Request	Project no.	11110993.2023

The variance request, manufacturer's information, sizing calculations, and site plan showing the grease interceptor locations are attached to this memo. The grease interceptors proposed for installation at 3901 North Progress Avenue in Susquehanna Township are MIFAB Lil Max[®] Model Lil-10, which is proposed for installation at sink SSS-5, and Model Lil-25, which is proposed for installation at sink SSS-6. The sizing calculations for the respective grease interceptor models appear to be adequate. While undersink grease interceptors are not typically recommended, most daycare facilities do not have fryers, which are generally the primary culprit of grease generation.

GHD recommends approval of the variance request for the grease interceptor installation at the Kiddie Academy location.

Cleaning of such undersink grease interceptors should be conducted at least monthly.

→ The Power of Commitment



January 23, 2023

Re: Kiddie Academy 3901 N. Progress Ave, Harrisburg, PA 17110 Grease Interceptor

To whom it may concern,

We would like to submit for a variance regarding the grease trap requirements at our future Kiddie Academy under construction at 3901 N Progress Avenue. Our facility under construction will <u>not</u> be producing large amounts of grease, therefore a 1000 gallon grease interceptor should not be necessary or required.

Kiddie academy is a childcare facility where the children will be 5 years old and younger. Although a kitchen is being included within the new construction, this kitchen is more for "residential" or "break room" style cooking and food will not be cooked/produced in mass amounts similar to that of a restaurant. There are several sinks included in the kitchen, but the main use for these sinks is cleaning out bottles and other items which may result from typical childcare activities.

Attached is the grease interceptor we are proposing to utilize. This interceptor will be more than sufficient given the small amounts of grease producing foods being prepared by the staff.

I greatly appreciate you taking the time to review this variance.

Sincerely,

In Myacyler

Tanner Bogaczyk, EIT Project Manager <u>tbogaczyk@rsmowery.com</u> c: 717.650.7996

Location:

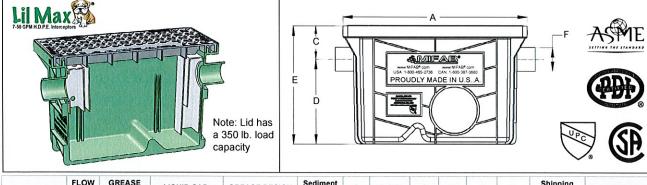
MIFAB

Lil Max[®] – 7 to 50 GPM HDPE Grease Interceptors

Specification: MIFAB[®] Series Lil-(specify size) HDPE injection molded hydromechanical grease interceptor with flow rating of ______ (indicate) and grease holding capacity of ______ (indicate). Unit shall include: removable baffle assembly, deep seal trap covered by lid, sewer gas stopper, securing latches, internal stainless steel orifice flow control plate, internal air relief by pass, HDPE injection molded, non skid, rectangular gasketed lid(s). Interceptor shall be tested and certified to the P.D.I. Standard PDI-G101 (when installed with an external, vented flow control fitting), CSA B481, A.S.M.E. A112.14.3 and listed with I.A.P.M.O. Lil Max grease interceptors are also in compliance with International Plumbing Code (I.P.C.) / I.C.C. by I.A.P.M.O.

ΠH

Function: Used in restaurants, kitchens, institutions and other types of food processing areas where fat, oil and grease (FOG) drains with the waste water. Interceptor may be installed on the ground, semi recessed or flush with the floor. Simple latch lid design permits fast and easy removal of the lid for cleaning and maintenance. HDPE injection molded body and lid is covered by a limited lifetime warranty. Sewer gas stopper prevents foul odors from entering the kitchen area through the interceptor. All Lil Max interceptors can withstand a temperature of up to and including 180 degrees Fahrenheit.



мс	DDEL NO.	FLOW RATE (GPM)	GREASE CAP. (LBS.) per PDI	LIQUID CAP. (Gallons / Cu. Ft.)	GREASE DESIGN CAPACITY (Lbs.)	Sediment Capacity (Gallons)	A (IN)	B (IN) WIDTH	C (IN)	D (IN)	E (IN)			Box Dimensions (L x W x H)		
	Lil-7	7	14	5.8 / .75	37	2.0	19.5	15.5	3.5	9	12.5	2	16	22" x 16" x 13"		
	Lil-10	10	20	9.2 / 1.2	42	2.2	23	17.5	3.5	9.75	13.25	2	25	25" x 18" x 14"		
0	Lil-15	15	30	13 / 1.7	50	3.1	23	17.5	3.5	13.25	16.75	2	28	25" x 18" x 17.5"		
0	Lil-20	20	40	16 / 2.1	73	3.9	29.5	20.5	3.5	10.75	14.25	3	36	32" x 21" x 15"		
Ø	Lil-25	25	50	23/3.1	79	5.6	29.5	20.5	3.5	14.75	18.25	3	39	32" x 21" x 19"		
0	Lil-35	35	70	39/5.2	86	10.6	33	25.5	5.5	16.75	22.25	3	52	35" x 26" x 23"		
	Lil-50	50	100	44 / 5.9	109	11.9	33	25.5	5.5	18.75	24.25	3	66	35" x 26" x 25"		
0	Lil-25-LP	25	50	19/2.54	74	9.1	33	25.5	3.5	7.50	11.00	3	43	35" x 26" x 13"		
SUFI	FIX	OPTI	ONAL VARIAT	ONS	L	1		L	1	1			1	PART NO.		
	C	A BOARD AND AND AND AND AND AND AND AND AND AN			ents) (for models Lil-2	0 and Lil-25)	(contact	MIEAB for	other mo	del exter	sions)			Lil-25-EXT		
	-C													Lil-50-EXT		
	-DP		Extension "C" as required (up to 9" increments) (for models Lil-35, Lil-50 and Lil-25-LP) Dosing Pump for Lil Max, Big Max, SuperMax													
	-EP	Enzyr	Enzyme port for Lil Max, Big Max, SuperMax													
] -F	Conn	Enzyme port for Lil Max, Big Max, SuperMax XL-MI-PL-EP Connection sizes different from standard (specify size) (up to 4" with No Hub and up to 3" with F.I.P. connection) Contact MIFAB													
	-HD													Contact MIFAB		
	-HLA				talled on site) (for Lil M									XL-MI-PL-HLA		
	-LHSI				e with sediment bucke		**************	***********	ax)					MI-G-PL-PF4		
	-LHSO	No hu	ub outlet on left	hand side (not availab	ole with sediment buck	(for Lil Ma	ax, Big N	lax, SuperM	fax)					MI-G-PL-PF4		
	-PDI	PDI p	late and extern	al, vented flow control	fitting (to meet PDI G	-101 Standar	d)						(Contact MIFAB		
	-POK	Remo	ote pump out ki	(also includes Remo	te Pump Out (-RPO)								(Contact MIFAB		
	-RHSI	No hu	ub inlet on right	hand side (not availat	ole with sediment buck	(for Lil Ma	ax, Big N	lax, SuperM	fax)					MI-G-PL-PF4		
	-RHSO	No hu	ub outlet on righ	nt hand side (not availa	able with sediment bu	cket) (for Lil N	lax, Big	Max, Super	Max)					MI-G-PL-PF4		
	-RPO	2" Re	emote pump out	let connections on top	o of interceptor - speci	fy location and	d numbe	er required					(Contact MIFAB		
	-SB	Sedin	ment bucket for	Lil-7									N	/II-G-1-PL-PSB		
	-SB	Sedin	nent bucket for	Lil-10									N	/II-G-2-PL-PSB		
	-SB	Sedir	nent bucket for	Lil-15									N	/II-G-3-PL-PSB		
	-SB		ment bucket for										N	/II-G-4-PL-PSB		
	-SB		ment bucket for										N	AI-G-5-PL-PSB		
	SB		ment bucket for											/II-G-6-PL-PSB		
	-SB		ment bucket for											II-G-7-PL-PSB		
	-SB		ment bucket for										MI-C	G-5-PL-PSB-FSCR		
	-SP-IN		mal sampling po											Lil-SP		
	-SP-OF		mal sampling po											LiI-SP-OF MI-G-PL-PF4T		
] -Т	Fema	ale threaded col	nnections (for Lil Max,	Big Max, SuperMax -	two pieces re	Female threaded connections (for Lil Max, Big Max, SuperMax - two pieces required)									

CALIFORNIA PROPOSITION 65 WARNING. This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Job Name:	Page No:
Section No:	Contractor:
Schedule No:	Purchase Order No:

MIFAB[®] reserves the right to make changes in material and design without formal notice and obligation.

USA: 1-800-465-2736 www.mifab.com CAN: 1-800-387-3880



November 3, 2022

R S Mowery 1000 Bent Creek Blvd, Suite 100 Mechanicsburg, PA 17050

Attention: Tanner Bogaczyk

Reference: Kiddie Academy Grease Interceptors

Dear Tanner,

Grease interceptor calculations are as follows:

GI-1 for SSS-5

(1) 18" x 18" x 14" bowl = 4536 in3 / 231 = 20 gallons
20 gallons x .75 to account for pots/pans = 15 gallons
15 gallons / 2-minute drain time = 7.5 gpm
A 10 gpm "Watts" WD-10 (or equal) interceptor will be provided.

GI-2 for SSS-6

(3) 18" x 18" x 14" bowl = 13,608 in3 / 231 = 58.9 gallons
58.9 gallons x .75 to account for pots/pans = 44.2 gallons
44.2 gallons / 2-minute drain time = 22.15 gpm
A 25 gpm "Watts" WD-25 (or equal) interceptor will be provided.

Plumbing fixture schedules will be revised accordingly.

Please let me know if you have any questions or concerns.

Jamo B Norton

James B. Norton, P.E. Vice President

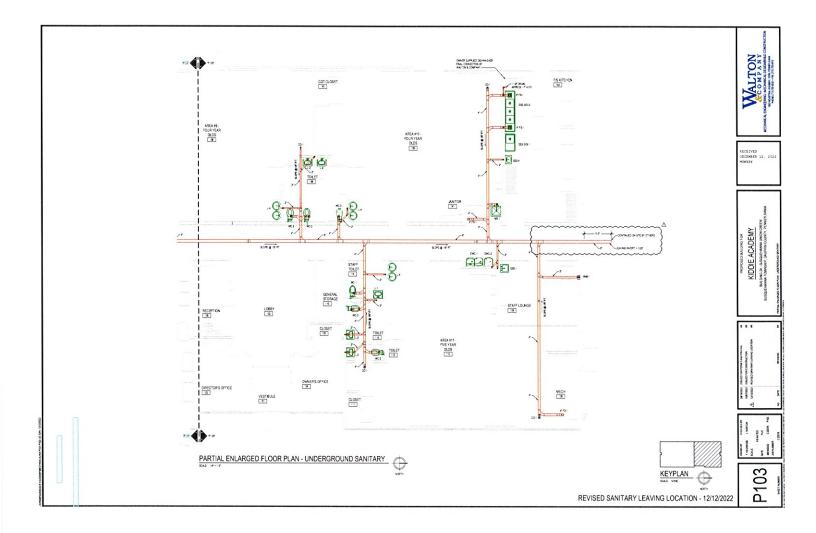
JBN/cml

MECHANICAL CONSTRUCTION • METAL FABRICATION • BUILDING SERVICES

MAIN OFFICE: 1800 INDUSTRIAL HIGHWAY YORK, PA 17402 FABRICATION PLANT: 3320 CONCORD RD YORK, PA 17402 MD OFFICE: 150 LAKEFRONT DRIVE COCKEYSVILLE, MD 21030

PHONE: 717.755.9030 FAX: 717.755.6919

PHONE: 717.755.9030 FAX: 717.757.5115 PHONE: 410.891.8631 FAX: 410.891.8763





Herbert, Rowland & Grubic, Inc. 369 East Park Drive Harrisburg, PA 17111 717.564.1121 www.hrg-inc.com

March 6, 2023

Mr. David Pribulka, Township Manager Susquehanna Township 1900 Linglestown Road Harrisburg, Pennsylvania 17110

Re: Recommendation of Award, Paxton Church Road Stabilization Susquehanna Township, Dauphin County

Dear Mr. Pribulka:

We have reviewed the bids for the above captioned project which were received on Thursday, March 2, 2023. All of the bids appear to be in order and with no irregularities found. The low bidder is a reputable and qualified contractor.

We recommend that the Board award this contract to JVI Group Inc for a unit price bid amount of \$1,145,307.00, subject to receipt of acceptable Performance and Payment Bonds. We also recommend authorizing the issuance of Notice of Intent to Award to JVI Group Inc transmitting the Agreement and bonds for execution.

We are returning a certified bid tabulation for your files.

Sincerely,

Herbert, Rowland & Grubic, Inc.

Brian L. Garman, Jr., PE Senior Project Manager

BLG/kjt 000242.0519 p:\0002\000242_0519\admin\award\recommendation of award.docx

Enclosure

EIHRG JVI Group Inc

				JVI Group Inc		Shiloh Paving & Excavating Inc.		Mitchell Knorr Contracting		Construction Masters Services, LLC		Kinsley Construction Sitework	
Number	Description	Unit of Measure	Quantity	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
4201-0001	CLEARING AND GRUBBING MODIFIED	LS	1	\$50,000.00	\$50,000.00	\$66,000.00	\$66,000.00	\$42,500.00	\$42,500.00	\$133,000.00	\$133,000.00	\$43,770.85	\$43,770.85
4203-0001	CLASS 1 EXCAVATION MODIFIED	CY	5,200.00	\$27.00	\$140,400.00	\$27.00	\$140,400.00	\$29.50	\$153,400.00	\$41.55	\$216,060.00	\$51.50	\$267,800.00
4203-0003	CLASS 1A EXCAVATION MODIFIED (AS NEEDED)	CY	56	\$85.00	\$4,760.00	\$93.00	\$5,208.00	\$100.00	\$5,600.00	\$161.00	\$9,016.00	\$199.00	\$11,144.00
0204-0001	CLASS 2 EXCAVATION	CY	50	\$50.00	\$2,500.00	\$73.00	\$3,650.00	\$60.00	\$3,000.00	\$82.00	\$4,100.00	\$160.00	\$8,000.00
0205-0100	FOREIGN BORROW EXCAVATION	CY	3,357.00	\$28.00	\$93,996.00	\$36.00	\$120,852.00	\$48.00	\$161,136.00	\$49.75	\$167,010.75	\$74.00	\$248,418.00
0205-0263	SELECTED BORROW EXCAVATION ROCK, CLASS R-3	CY	64	\$65.00	\$4,160.00	\$103.00	\$6,592.00	\$85.00	\$5,440.00	\$76.00	\$4,864.00	\$131.00	\$8,384.00
0205-0264	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	CY	700	\$65.00	\$45,500.00	\$65.00	\$45,500.00	\$65.00	\$45,500.00	\$76.75	\$53,725.00	\$110.00	\$77,000.00
4205-0266	SELECTED BORROW EXCAVATION ROCK, CLASS R-6, CHOKED WITH ROCK, CLASS R- 4	CY	2,847.00	\$85.00	\$241,995.00	\$75.50	\$214,948.50	\$84.00	\$239,148.00	\$95.60	\$272,173.20	\$140.00	\$398,580.00
4205-0466	SELECTED BORROW EXCAVATION ROCK, CLASS R-6, CHOKED WITH ROCK, CLASS R- 4 AND GROUTED	CY	42	\$130.00	\$5,460.00	\$313.00	\$13,146.00	\$155.00	\$6,510.00	\$265.70	\$11,159.40	\$350.00	\$14,700.00
1203 0 100		61	12	\$100.00	\$3,100.00	\$010.00	\$10,110.00	\$155.00	\$0,510.00	\$200.70	φ11,137.10	\$050.00	φ11,700.00
0212-0014	GEOTEXTILE, CLASS 4, TYPE A	SY	6,459.00	\$3.00	\$19,377.00	\$3.50	\$22,606.50	\$5.00	\$32,295.00	\$4.20	\$27,127.80	\$4.00	\$25,836.00
0313-0424	SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	SY SY	2,930.00	\$28.00	\$82,040.00	\$30.00	\$87,900.00	\$35.18	\$103,077.40	\$29.00	\$84,970.00	\$29.50	\$86,435.00
0350-0106	SUBBASE 6" DEPTH (NO. 2A)		2,930.00	\$15.00	\$43,950.00		\$34,427.50	\$15.00	\$43,950.00	\$10.60	\$31,058.00	\$9.50	\$27,835.00
0350-0120 0413-0246	SUBBASE (NO. 2A) SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	CY SY	2,930.00	\$55.00	\$9,075.00 \$35,160.00	\$99.50 \$13.50	\$16,417.50 \$39,555.00	\$65.00	\$10,725.00 \$44,623.90	\$122.90 \$11.75	\$20,278.50 \$34,427.50	\$60.50 \$13.70	\$9,982.50 \$40,141.00
0413-6045	SUPERPAVE ASPHALT MIXTURE DESIGN, BINDER COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 19.0 MM MIX, 2 1/2" DEPTH	SY	2,729.00	\$18.00	\$49,122.00	\$18.00	\$49,122.00	\$20.22	\$55,180,38	\$15.45	\$42,163.05	\$16.50	\$45,028.50
0460-0001	ASPHALT TACK COAT	SY	5,659.00	\$0.50	\$2,829.50	\$1.60	\$9,054.40	\$0.52	\$2,942.68	\$1.30	. ,	\$1.20	\$6,790.80
0601-0400	18" THERMOPLASTIC PIPE, GROUP VI, 15'- 2' FILL	LF	239	\$125.00	\$29,875.00	\$141.00	\$33,699.00	\$125.00	\$29,875.00	\$90.10		\$235.00	\$56,165.00
0601-0500	18" THERMOPLASTIC PIPE, GROUP VI, 15'- 2' FILL, SHORE/TRENCH BOX	LF	61	\$140.00	\$8,540.00	\$166.00	\$10,126.00	\$125.00	\$7,625.00	\$210.40	\$12,834.40	\$320.00	\$19,520.00
0605-2620	TYPE D-W ENDWALL	EACH	2	\$1,400.00	\$2,800.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$1,840.00		\$1,480.00	\$2,960.00
0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	EACH	3	\$1,150.00	\$3,450.00	\$981.00	\$2,943.00	\$1,600.00	\$4,800.00	\$1,320.00	\$3,960.00	\$560.00	\$1,680.00
0605-2731	TYPE M CONCRETE TOP UNIT AND BICYCLE SAFE GRATE	EACH	2	\$1,150.00	\$2,300.00	\$990.00	\$1,980.00	\$1,600.00	\$3,200.00	\$1,320.00	\$2,640.00	\$560.00	\$1,120.00

Susquehanna Township Paxton Street Stabilization Project Bid Opening: March 2, 2023 R000242.0519

0/05 0050		FACU		¢0,000.00	¢40.000.00	¢0.775.00	¢40.075.00	¢0,500,00	¢47.500.00	¢0,400,00	¢45.450.00	¢0.400.00	¢15 (00 00
0605-2850	STANDARD INLET BOX, HEIGHT	EACH	5	\$3,600.00	\$18,000.00	\$3,775.00	\$18,875.00	\$3,500.00	\$17,500.00	\$3,130.00	\$15,650.00	\$3,120.00	\$15,600.00
0608-0001	MOBILIZATION PERMANENT IMPACT ATTENUATING	LS	1	\$65,000.00	\$65,000.00	\$75,111.00	\$75,111.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$196,000.00	\$196,000.00
	DEVICE, TYPE II, TEST LEVEL 3, TANGENT												
0619-0459	(MASH)	EACH	2	\$4,100.00	\$8,200.00	\$4,280.00	\$8,560.00	\$4,158.00	\$8,316.00	\$4,245.00	\$8,490.00	\$4,300.00	\$8,600.00
0620-0400	TERMINAL SECTION, SINGLE	EACH	2	\$230.00	\$460.00	\$245.00	\$490.00	\$236.25	\$472.50	\$265.50	\$531.00	\$244.00	\$488.00
0/00 0500	REMOVE EXISTING GUIDE RAIL		074	¢4.00	to 004 00	¢5.00	¢ 4 055 00	¢0.00	¢0.040.00	¢0.00	¢0,407,00	¢5.05	¢5,007,75
0620-0503	(CONTRACTOR'S PROPERTY)	LF	971	\$4.00	\$3,884.00	\$5.00	\$4,855.00	\$3.00	\$2,913.00	\$3.20	\$3,107.20	\$5.25	\$5,097.75
0620-1600	TYPE 31-S GUIDE RAIL	LF	850	\$36.00	\$30,600.00	\$36.76	\$31,246.00	\$35.70	\$30,345.00	\$40.00	\$34,000.00	\$37.00	\$31,450.00
0620-1625	TYPE 31-SC GUIDE RAIL	LF	25	\$56.00	\$1,400.00	\$60.00	\$1,500.00	\$56.70	\$1,417.50	\$53.10	\$1,327.50	\$58.50	\$1,462.50
0620-1670	TYPE 31-STRONG POST IN-LINE ANCHOR	EACH	1	\$2,150.00	\$2,150.00	\$2,160.00	\$2,160.00	\$2,089.50	\$2,089.50	\$2,125.00	\$2,125.00	\$2,160.00	\$2,160.00
0623-0052	SINGLE FACE CONCRETE BARRIER	LF	309	\$125.00	\$38,625.00	\$134.00	\$41,406.00	\$100.00	\$30,900.00	\$86.00	\$26,574.00	\$95.00	\$29,355.00
0/22 0122	END TRANSITION, SINGLE FACE	EACH		¢1 (00 00)	\$3,200.00	\$1,550.00	\$3,100.00	\$1,500.00	\$3,000.00	\$1,275.00	\$2,550.00	\$1,240.00	¢2,490,00
0623-0122		EACH	2	\$1,600.00	\$3,200.00	\$1,550.00	\$3,100.00	\$1,500.00	\$3,000.00	\$1,275.00	\$2,550.00	\$1,240.00	\$2,480.00
	TEMPORARY BARRIER, TEST LEVEL 3,												
0627-3020	BARRIER DEFLECTION DISTANCE < /=2'	LF	193	\$55.00	\$10,615.00	\$56.00	\$10,808.00	\$55.00	\$10,615.00	\$44.35	\$8,559.55	\$78.50	\$15,150.50
4636-0001	ASPHALT CONCRETE CURB MODIFIED	LF	91	\$10.00	\$910.00	\$10.00	\$910.00	\$14.70	\$1,337.70	\$42.00	\$3,822.00	\$18.20	\$1,656.20
0686-0010	CONSTRUCTION SURVEYING, TYPE A	LS	1	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00	\$13,670.00	\$13,670.00
0689-0001	NARRATIVE SCHEDULE	LS	1	\$500.00	\$500.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$1,034.00	\$1,034.00	\$94.00	\$94.00
0802-0001	TOPSOIL FURNISHED AND PLACED	CY	221	\$60.00	\$13,260.00	\$68.00	\$15,028.00	\$70.00	\$15,470.00	\$70.50	\$15,580.50	\$49.50	\$10,939.50
0804-0001	SEEDING AND SOIL SUPPLEMENTS - FORMULA B, INCLUDING MULCH	LB	31	\$27.00	\$837.00	\$28.00	\$868.00	\$27.50	\$852.50	\$61.90	\$1,918.90	\$27.25	\$844.75
	SEEDING AND SOIL SUPPLEMENTS -	LD		\$27.00	\$007.00	\$20.00	\$000.00	\$27.50	\$032.30	401.70	\$1,710.70	<i>\$27.23</i>	φθ+τ.75
0804-0003	FORMULA D, INCLUDING MULCH SEEDING – FORMULA E, INCLUDING	LB	63	\$27.00	\$1,701.00	\$28.00	\$1,764.00	\$27.50	\$1,732.50	\$30.80	\$1,940.40	\$27.25	\$1,716.75
0804-0004	MULCH (AS NEEDED)	LB	21	\$33.00	\$693.00	\$35.00	\$735.00	\$33.00	\$693.00	\$76.00	\$1,596.00	\$32.50	\$682.50
	PERMANENT ROLLED EROSION CONTROL												
0806-0140	PRODUCT, TYPE 5A UNFORESEEN WATER POLLUTION	SY	138	\$4.50	\$621.00	\$10.00	\$1,380.00	\$4.40	\$607.20	\$12.00	\$1,656.00	\$4.30	\$593.40
0845-0001	CONTROL	DOLLAR	1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
0849-0010	ROCK CONSTRUCTION ENTRANCE	EACH	3	\$3,750.00	\$11,250.00	\$4,000.00	\$12,000.00	\$3,300.00	\$9,900.00	\$1,709.00	\$5,127.00	\$3,460.00	\$10,380.00
		FACU				¢140.00	¢140.00		¢750.00	¢ 470 50			
0855-0003	PUMPED WATER FILTER BAG (AS NEEDED) REPLACEMENT PUMPED WATER FILTER	EACH	1	\$1,550.00	\$1,550.00	\$110.00	\$110.00	\$750.00	\$750.00	\$470.50	\$470.50	\$2,300.00	\$2,300.00
0855-0004	BAG (AS NEEDED)	EACH	1	\$200.00	\$200.00	\$200.00	\$200.00	\$750.00	\$750.00	\$470.50	\$470.50	\$2,300.00	\$2,300.00
0860-0000	INLET FILTER BAG FOR TYPE M INLET	EACH	8	\$165.00	\$1,320.00	\$100.00	\$800.00	\$500.00	\$4,000.00	\$164.50	\$1,316.00	\$360.00	\$2,880.00
0867-0012	COMPOST FILTER SOCK, 12" DIAMETER	LF	842	\$5.00	\$4,210.00	\$12.00	\$10,104.00	\$4.40	\$3,704.80	\$4.50	\$3,789.00	\$4.30	\$3,620.60
				4= 44					4			4	
0867-0022	COMPOST FILTER SOCK, 24" DIAMETER MAINTENANCE AND PROTECTION OF	LF	91	\$7.00	\$637.00	\$15.00	\$1,365.00	\$9.00	\$819.00	\$13.25	\$1,205.75	\$9.00	\$819.00
0901-0001	TRAFFIC DURING CONSTRUCTION	LS	1	\$10,000.00	\$10,000.00	\$39,600.00	\$39,600.00	\$37,500.00	\$37,500.00	\$15,200.00	\$15,200.00	\$120,500.00	\$120,500.00
0931-0001	POST MOUNTED SIGNS, TYPE B	SF	13	\$70.00	\$910.00	\$81.00	\$1,053.00	\$67.20	\$873.60	\$70.00	\$910.00	\$70.00	\$910.00
0935-0001	POST MOUNTED SIGNS, TYPE F	SF	5	\$40.00	\$200.00	\$41.00	\$205.00	\$39.90	\$199.50	\$36.00	\$180.00	\$42.00	\$210.00
0941-0001	RESET POST MOUNTED SIGNS, TYPE B	EACH	6	\$205.00	\$1,230.00	\$216.00	\$1,296.00	\$210.00	\$1,260.00	\$208.00	\$1,248.00	\$217.00	\$1,302.00
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	LF	1,575.00	\$0.75	\$1,181.25	\$0.69	\$1,086.75	\$0.70	\$1,102.50	\$0.75	\$1,181.25	\$0.65	\$1,023.75

	4" YELLOW WATERBORNE PAVEMENT												
0962-1005	MARKINGS	LF	1,591.00	\$0.75	\$1,193.25	\$0.75	\$1,193.25	\$0.70	\$1,113.70	\$0.75	\$1,193.25	\$0.65	\$1,034.15
0963-0004	4" PAVEMENT MARKING REMOVAL	LF	420	\$7.00	\$2,940.00	\$6.50	\$2,730.00	\$7.00	\$2,940.00	\$6.00	\$2,520.00	\$6.00	\$2,520.00
0971-0001	REMOVE POST MOUNTED SIGN, TYPE B	EACH	1	\$40.00	\$40.00	\$100.00	\$100.00	\$36.75	\$36.75	\$69.00	\$69.00	\$38.00	\$38.00
9000-0001	REMOVE AND RESET EXISTING MAILBOX	EACH	3	\$250.00	\$750.00	\$100.00	\$300.00	\$500.00	\$1,500.00	\$395.00	\$1,185.00	\$490.00	\$1,470.00
9000-0002	LANDSCAPING RESTORATION	DOLLAR	1,250.00	\$1.00	\$1,250.00	\$1.00	\$1,250.00	\$1.00	\$1,250.00	\$1.00	\$1,250.00	\$1.00	\$1,250.00
9000-0003	TEMPORARY SITE ACCESS FOR UTILITIES	DOLLAR	20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
	TOTAL				\$1,145,307.00		\$1,252,466.40		\$1,383,489.61		\$1,401,915.50		\$1,912,889.00

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED ON THURSDAY MARCH 2, 2023.

Brian Granman F

Brian L. Garman, Jr., PE Senior Project Manager | Transportation





Herbert, Rowland & Grubic, Inc. 369 East Park Drive Harrisburg, PA 17111 717.564.1121 www.hrg-inc.com

VIA ELECTRONIC MAIL

March 16, 2023

Mr. David Pribulka Susquehanna Township 1900 Linglestown Road Harrisburg, Pennsylvania 17110

Re: Paxton Church Road Safety and Stabilization Project – Phase 3

Dear Mr. Pribulka:

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following AGREEMENT to provide engineering and related services in response to your request for proposal.

GENERAL PROJECT DESCRIPTION

Phase 3 of the Paxton Church Road Safety and Stabilization Project. The previous Phases 1 and 2 included preliminary investigations, design, permitting and bidding of the subject project. This project aims to reconcile several deficiencies within an approximately 750-ft long segment of Paxton Church Road. Specifically, this segment is exhibiting signs of failure of the embankment supporting the roadway, guiderail damage, base pavement and subgrade failure, and inadequate geometric properties such as roadway width and horizontal curve criteria. The purpose of the project is to remedy these deficiencies by stabilizing the embankment and restoring the guiderail and roadway pavement ahead of any further degradation of the roadway and prevention of a possible catastrophic failure of the embankment supporting it. Also, roadway width and horizontal curve inadequacies within the limits of the project will be addressed.

This assignment (Phase 3) will be the construction administration and observation services as outlined in the attached scope of work.

SCOPE OF SERVICES – REFER TO EXHIBIT 1

COMPENSATION

We propose to complete this work, identified in Exhibit 1, on an Hourly Basis for a Not To Exceed fee of:

\$133,400 (Includes Labor, Expense, Consultant)

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.

Mr. David Pribulka Paxton Church Road Safety and Stabilization Project – Phase 3 March 16, 2023

COMPLETION

The CLIENT and HRG agree that they will endeavor to complete the outlined services within eight (8) months of receipt of your execution of this AGREEMENT.

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.

Very truly yours,

Herbert, Rowland & Grubic, Inc.

Ryan J. Hostetter, PE Group Manager | Transportation

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Enclosures

Accepted by:

SUSQUEHANNA 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.

SCOPE OF SERVICES

In order to meet your needs as outlined in the above paragraph, HRG proposes the following scope of services:

Contract Administration – HRG will perform Contract Administrative duties consistent with the tasks and descriptions listed below.

- a. **Preconstruction Meeting** HRG will prepare an agenda and administer one (1) pre-construction meeting with the awarded Contractor. HRG will prepare meeting minutes documenting the discussion and results of the meeting.
- 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. Twenty-five (25) submittals are assumed to be submitted by the Contractor.
- 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. Six (6) payment requests are assumed to be submitted by the Contractor.
- d. **Respond to 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 five (5) combined Change Proposals, Change Orders, Substitutions, and Requests for Clarification will require the Engineer's attention.
- 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. Ten (10) hours have been allotted for this task.
- 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.

Construction Observation – The HRG RPR will maintain daily field logs documenting the construction observed while on-site. HRG will conduct full-time observation of construction progress in accordance with the following assumptions:

- Anticipated Active Construction Duration = 120 working days
- Construction Observation Duration = 120 working days or up to 960 hours
- Full-Time Observation = 8 hours/working day
- HRG will provide one (1) full-time RPR

It is noted that the above construction duration is assumed by HRG and is subject to change according to the Contractor's schedule. Construction duration will be determined by the selected Contractor based on his operations and number of crews present. HRG will notify the Township in advance of any changes to the above assumptions.

Mr. David Pribulka Paxton Church Road Safety and Stabilization Project – Phase 3 March 16, 2023

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 preconstruction 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 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.

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:
 - 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 60 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 60 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 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 (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.

INSURANCE

The insurance(s) as per General Conditions Paragraph 17 of this AGREEMENT are as follows:

ACORD C	ERT	IFICATE OF LIA		URANC	E	-	M/DD/YYYY) 4/2022		
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.									
If SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to the	terms and conditions of the	he policy, certain p ich endorsement(s)	olicies may	require an endorsement.	A sta	atement on		
PRODUCER			CONTACT Melissa	J Strous					
James B Murdoch Insurance Group Inc			PHONE (A/C, No, Ext): (717)7	37-9900	FAX (A/C, No): (717)73	37-9852		
4300 Carlisle Pike			ADDRESS: ITTERSSAL	gonninsuran					
0		PA 17011			RDING COVERAGE		NAIC #		
Camp Hill INSURED		PA 17011	INSURER A : ERIE IN				26271 26271		
Herbert Rowland & Grubic	nc.		INSURER C : CNA (S				20443		
369 E Park Dr			INSURER D :	,					
			INSURER E :						
Harrisburg		PA 17111-2730	INSURER F :						
		TE NUMBER:			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAI	MENT, TERM OR CONDITION IN. THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	T TO V	WHICH THIS		
INSR LTR TYPE OF INSURANCE	ADDL SU	JBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
COMMERCIAL GENERAL LIABILITY						1000			
┃.				5/1/2023		5000			
		Q61-0097009	5/1/2022			\$ 1000000 \$ 2000000			
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC					GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$				
OTHER:					\$	2000	000		
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	1000	000		
X ANY AUTO				5/15/2023	BODILY INJURY (Per person) \$				
A OWNED AUTOS ONLY AUTOS NON-OWNED		Q05-1502279	5/15/2022		BODILY INJURY (Per accident) \$				
AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE \$				
					\$	1000	0000000		
A EXCESS LIAB CLAIMS-MAD		Q29-0170004	5/1/2022	5/1/2023		10000			
DED X RETENTION \$		420 011 0001	0. IL COLL	0/ 1/2020	s s				
WORKERS COMPENSATION					X PER OTH- STATUTE ER				
B OFFICER/MEMBER EXCLUDED?	N/A	Q89-5101392	5/1/2022	5/1/2023	E.L. EACH ACCIDENT \$	1000	00		
(Mandatory in NH)		QUO UTUTUUL	ON IN LOLL	0/1/2020		1000			
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ Per Claim	5000	00.000		
C Professional Liability		AEH 00-822-00-56	6/9/2022	6/9/2023	Per Aggregate		0,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHCLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
			CANCELLATION						
	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 REPRESE		a.				
Fax: Email: ACORD 25 (2016/03)									

FEE SCHEDULE FOR HOURLY COMPENSATION METHODS

OR IF ADDITIONAL SERVICES ARE REQUIRED

CHRG

2023 HR	G RATES					
Billing Categories	Range					
Administration I	\$60 - \$75					
Administration II	\$75 - \$90					
Environmental Scientist I	\$90 - \$115					
Environmental Scientist II	\$115 - \$145					
Senior Environmental Scientist	\$145 - \$155					
Planner I	\$95 - \$115					
Planner II	\$115 - \$140					
Senior Planner	\$140 - \$160					
Landscape Architect I	\$90 - \$120					
Landscape Architect II	\$120 - \$140					
Senior Landscape Architect	\$140 - \$160					
Surveyor I	\$75 - \$105					
Surveyor II	\$105 - \$135					
Senior Surveyor	\$135 - \$160					
GIS Professional I	\$90 - \$120					
GIS Professional II	\$120 - \$140					
Senior GIS Professional	\$140 - \$160					
Resident Project Representative I	\$75 - \$115					
Resident Project Representative II	\$115 - \$135					
Senior Resident Project Representative	\$135 - \$155					
Junior Technician	\$70 - \$80					
Technician I	\$95 - \$120					
Technician II	\$120 - \$140					
Senior Technician	\$140 - \$165					
Financial Specialist	\$110 - \$140					
Financial Analyst	\$140 - \$145					
Senior Strategist	\$145 - \$175					
Engineering Professional I	\$120 - \$145					
Engineering Professional II	\$145 - \$165					
Project Engineer	\$165 - \$175					
Senior Project Engineer	\$175 - \$195					
Assistant Project Manager	\$130 - \$165					
Project Manager	\$165 - \$185					
Senior Project Manager	\$185 - \$190					
Operations Manager/Senior Technical Leader	\$170 - \$205					
Principal	\$185 - 205					

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

PLEASE NOTE: Herbert, Rowland & Grubic, Inc., (HRG) adjusts the rate schedule annually to reflect the cost of doing business for the coming year. This rate schedule is effective January 1, 2023 through December 31, 2023.

CURRENT BILLABLE EXPENSES

CHRG

2023 CURRENT BILLABLE EXPENSES								
All Terrain Vehicle	\$100.00/Day							
Copies/Prints								
Color	\$.40/Copy							
Black & White	\$.15/Copy							
Wide Format Printing/Copying	\$.50/Square Foot							
Concrete Monuments	\$30.00/Each							
Hydrographic System	\$100.00/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							
Sub-Surface Inspection Pole Camera	\$75.00/Day							
Technology Equipment Charge	\$100.00/Day							
Traffic Counters	\$25.00/Day							

All expenses are subject to a 10% markup, including, but not limited to travel, printing, postage, survey supplies, etc.

PLEASE NOTE: Herbert, Rowland & Grubic, Inc., (HRG) adjusts the current billable expenses annually to reflect the cost of doing business for the coming year. These expenses are effective January 1, 2023 through December 31, 2023.

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in "Construction Phase" of Engineer's Agreement with the Owner are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:
 - 1. *General*: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 4. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 5. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- d. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
- 7. *Proposed Modifications*: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- 8. Review of Work; Defective Work:
 - d. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - e. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - f. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 9. Inspections, Tests, and System Start-ups:
 - g. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - h. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - i. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - j. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - k. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

Mr. David Pribulka Paxton Church Road Safety and Stabilization Project – Phase 3 March 16, 2023

- 10. Records:
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
 - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 12. *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

BCRA REALTY, LLC Appellant	: IN THE COURT OF COMMON PLEAS : DAUPHIN COUNTY, PENNSYLVANIA
ν.	
DAUPHIN COUNTY BOARD OF ASSESSMENT APPEALS, Appellee	: NO. 2022 CV 7907 :

<u>ORDER</u>

AND NOW this _____ day of _____, 2022, upon consideration of the

attached STIPULATION AND JOINT MOTION FOR AGREED UPON ORDER, it is hereby

ORDERED that the provisions of the attached Stipulation of the parties are approved and

included in the Order by reference thereto.

BY THE COURT:

SCOTT ARTHUR EVANS, JUDGE

DistributionCourt AdministrationJoseph D. Kerwin, Esq.4245 State Route 209, Elizabethville, PA. 17023Benjamin D. Andreozzi, Esq.4503 North Front Street, Harrisburg, PA. 17110LaToya Winfield Bellamy, Esq.213 Market Steet, 8th floor, Harrisburg, PA. 17101Michael M. Miller, Esq.213 Market Steet, 8th floor, Harrisburg, PA. 17101Dauphin County Tax Assessment OfficeATTN: Erin Murphy

BCRA REALTY, LLC Appellant	IN THE COURT OF COMMON PLEAS DAUPHIN COUNTY, PENNSYLVANIA
ν.	
DAUPHIN COUNTY BOARD OF ASSESSMENT APPEALS, Appellee	NO. 2022 CV 7907

TO THE HONORABLE SCOTT ARTHUR EVANS, JUDGE OF SAID COURT:

STIPULATION AND JOINT MOTION FOR AGREED UPON ORDER

AND NOW, this _____ day of ______, 2022, it is hereby

stipulated and agreed by and among the parties, BCRA Realty, LLC, Appellant, and the Dauphin

County Board of Assessment Appeals, Appellee, that the parcel subject of this appeal, Dauphin

County Tax Parcel No. 62-006-022, more familiarly known as 4503 North Front Street; shall

have the fair market value as of July 11, 2022 hereinafter set forth, to wit:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL				
62-006-022	\$632,400	\$373,500	\$1,005,900				

1. Further, in view of the fact that the State Tax Equalization Board has certified the Common Level Ratio for Dauphin County to be 52.4% for annual appeals filed in 2022, the Common Level Ratio does apply to pending appeals, and it is stipulated that the assessment of the aforesaid parcel, effective January 1, 2023, thereafter, until changed in accordance with law shall be as follows:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
62-006-022	\$331,400	\$195,700	\$527,100

WHEREFORE, based upon the within stipulation, counsel herein respectfully moves that

this Honorable Court enter the attached, proposed Order in accordance herewith.

Respectfully Submitted,

Respectfully Submitted,

Joseph D. Kerwin, Esq. Counsel for Appellee 4245 State Route 209 Elizabethville, PA 17023 (717) 362-3215 jdk@kerwinlawfirm.com

Respectfully Submitted,

Benjamin D. Andreozzi, Esq. Counsel for Appellant 4503 North Front Street Harrisburg, PA 17110 (717) 775-7482 ben@vca.law

Respectfully Submitted,

SUSQUEHANNA SCHOOL DISTRICT

TOWNSHIP OF SUSQUEHANNA

By: LaToya Winfield Bellamy, Esq. Counsel for Susquehanna School District 213 Market Street, 8th floor Harrisburg, PA 17101 (717) 237-6022 *Ibellamy@eckertseamans.com*

Respectfully Submitted,

DAUPHIN COUNTY

By: Michael M. Miller, Esq. Counsel for Susquehanna Township 213 Market Street, 8th floor Harrisburg, PA 17101 (717) 237-6000 <u>mmiller@eckertseamans.com</u>

Joseph A. Curcillo, II, Esq. Dauphin County Solicitor's Office 2 South 2nd Street Harrisburg, PA 17108-1295 (717) 780-6300

Nathan Bragunier
David Pribulka
RE: re: 3/23/23 BoC Workshop - Tentative Agenda Items
Tuesday, March 14, 2023 10:19:20 AM
image001.png image002.png

I would like to add Jace Hilton to the consent agenda to be Promoted to the Position of Sign Tech Effective 4/1/23

Jace was the only employee that applied for the Internal posting. Travis, Ken McCann, and I sat with him and went over the job description and expectations. We asked general knowledge questions and went out to do some practical testing with different sign and scenarios. Jace Hilton took it upon him self in the last two weeks to read the state signs foreman book.

It is Travis and I recommendation to promote Jace Hilton.





Municibid Invoice # 55403762 3/21/2023 3:09 PM ET

Seller: SusTwpPa Buyer: Jason Brown (Hardware1) Company:	Seiler Address Susquehanna Township 1900 linglestown rd harrisburg, PA 17110 US	Susquehanna Township Jason 1900 linglestown rd 1085 v harrisburg, PA 17110					
Item (Listing #)	······································	Price	Total				
2017 Toro Z mower Command PRO EVC 74	\$5,400.00	\$5,400.00	Tax Exempt				
Pickup Location Details 1955 Elmerton Ave I	harrisburg pa 17109						
Make Pickup Location Information Public Ye			· · · · · · · · · · · · · · · · · · ·				
		Subtotal	\$5,400.00				
		Sales Tax	\$0.00				
		Total Due	\$5,400.00				

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Municibid Invoice # 55403359 3/21/2023 3:08 PM ET

Seller: SusTwoPa Buyer: Jason Brown (Hardware1) Company:	Seller Address Susquehanna Township 1900 linglestown rd harrisburg, PA 17110 US	Billing Jason 1085 w Schuył US		
Item (Listing #)		Price	Total	, , ,
2017 Toro Z mower Command PRO EVC 740	-3050 (55036058)	\$5,300.00	\$5,300.00	Tax Exempt
Pickup Location Details 1955 Elmerton Ave ha	rrisburg pa 17109	· · · · · · · · · · · · · · · · · · ·	· ····· · · · · · · · · ·	
Make Pickup Location Information Public Yes				
		Subtotal	\$5,300.00	
		Sales Tax	\$0.00	
		Total Due	\$5,300.00	
· ····································				··· ··· ·

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369 East Park Drive Harrisburg, PA 17111 717.564.1121 www.hrg-inc.com



FINANCIAL SECURITY ADJUSTMENT #2

Susquehanna Township Attn: Betsy Logan

Linglestown Rd Site Office Building

MARCH 20, 2023

As requested, Herbert, Rowland & Grubic, Inc. performed a site inspection on March 9, 2023, for the above-referenced project to determine the extent of completion of items covered by the Financial Security.

Based upon our observations of work completed, we recommend that the Financial Security be adjusted to \$18,888, as shown on the attached tabulation.

Original Financial Security Amount	\$263,303
Financial Security Adjustment #1	(\$162,195)
Financial Security Adjustment #2	(\$82,220)
Remaining Financial Security Amount	\$18,888

We request that a copy of the updated Financial Security be provided to HRG for our internal records. Please feel free to contact our office if you need additional information regarding this matter.

This review is based solely on the documents referenced above and does not relieve the design professional of any responsibility, nor does it imply any design responsibility by Herbert, Rowland & Grubic, Inc.

Please note that the adjusted Financial Security recommendation may include a 10% annual increase for each one-year period from the establishment of said security per PAMPC 509(h); this may lead to increases in security totals from previous adjustment recommendations if sufficient project progress has not been achieved.

HERBERT, ROWLAND & GRUBIC, INC.

Alex Greenly, PE Project Manager

AG/CMF/LB R000242.0002 (Phase 1235) P:\0002\000242_0002\1235 - Integrated Properties LDP - Linglestown Rd Office Building\C - FINANCIAL SECURITY\FSA#2 - PH 1235.Docx

Enclosures: Financial Security Adjustment #2

P:\0002\000242_0002\1235 - Integrated Properties LDP - Linglestown Rd Office Building\C - FINANCIAL SECURITY\FS - PH 1235.xls

				L	ingle		NANCIAL	UEHANI SECURITY	(FS)	ADJUST	MENT #2		LLC.							
INITIAL FS RECOMMENDATION DATE PREVIOUS FS REDUCTION DATE CURRENT FS REDUCTION DATE			04/14 06/02 03/20	4/21 2/22				PLAN DATE:								002 PH. 1235 /04/19 /27/21	5		Herbert, Rowland & Grubic, Inc. Engineering & Related Services	
Description	Units	Standard Quantity	Dedicated Quantity	Unit Co	ost	Item Total		ious Quantity	Financial Secu / Reduced		Curre	ent Quantity				lemaining Qu	uantity		AN EMPLOYEE-OWNED COMPANY curity Remaining After Reduction Notes	
SITE WORK							Standard	Dedicated	Тс	otal (\$)	Standard	Dedicated	Total	l (\$)	Standard	Dedicated	Tota	l (\$)		
Permanent Seed/Mulch (no topsoil)	LS	1		\$ 1!	500 \$	\$ 1,500	1		\$	1,500	_		\$	-			\$	-		
Clearing and Grubbing	LS	1			000	\$ 3,000	1		\$	3,000			\$	-			\$	-		
Topsoil Removal/Stockpiling	LS	1		\$ 1,5	500 \$	\$ 1,500	1		\$	1,500			\$	-			\$	-		
			Site	Work To	otal:	6,000			\$	6,000			\$	-			\$	-		
EROSION & SEDIMENTATION CONTROL																				
Stabilized Construction Entrance (INSTALLED)	EA	1			250 \$	\$ 1,250	1		\$	1,250			\$	-			\$	-		
Stabilized Construction Entrance (REMOVED)	EA	1			250 \$	\$ 1,250	1		\$	1,250			\$	-			\$	-		
Concrete Washout Area (INSTALLED)	EA	1			500 \$	§ 500	1		\$	500			\$	-			\$	-		
Concrete Washout Area (REMOVED) 12" Silt Sock (INSTALLED)	EA LF	1 230		\$: \$	500 \$		1 230		\$ \$	500 690			\$ \$	-			\$	-		
12" Silt Sock (INSTALLED) 12" Silt Sock (REMOVED)	LF	230		ֆ Տ	3 3		230		\$ \$	690			\$ \$	-	230		\$	-	Still installed	
24" Silt Sock (INSTALLED)	LF	60		э \$	7 9		60		э \$	420			э \$	-	230		\$	090		
24" Silt Sock (REMOVED)	LF	60		э \$	7 9		60		э S	420			э \$	-			\$			
18" Silt Fence (INSTALLED)	LF	265		\$	2 9		265		\$	530			Ψ \$	-			\$	-		
18" Silt Fence (REMOVED)	LF	265		\$	2 9				\$	-			\$	-	265		\$	530	Still installed	
Rock Apron (Rip-Rap) (PERMANENT)	SY	14			60 \$	\$ 840	14		\$	840			\$	-			\$	-		
Rock Filter (INSTALLED)	EA	1		\$ 2	250 \$	\$ 250	1		\$	250			\$	-			\$	-		
Rock Filter (REMOVED)	EA	1			250 \$	\$ 250	1		\$	250			\$	-			\$	-		
Inlet Protection (INSTALLED)	EA	3			150 \$	\$ 450	3		\$	450			\$	-			\$	-		
Inlet Protection (REMOVED)	EA	3		\$	150 \$	\$ 450	3		\$	450			\$	-			\$	-		
North American Green (S-75)	SY	805		\$	3 \$	\$ 2,415			\$	-	300		\$	900	505		\$	1,515	Only installed around basin, the remaining propose areas are vegetated but do not have matting, also there is erosion along the walking trail	
Topsoil/Seed/Mulch (for stabilization)	LS	1			500 \$				\$	-	0.75			1,125	0.25		\$		Basin vegetation has not reached 70% + there is erosion along the walking trail causing the walking trail to crack and fall apart, along the wing wall on th northwest side of the culvert and still on basin berrr on slope from parking lot to stream	
	Eros	sion & Sedi	imentation C	ontrol To	otal:	\$ 12,935			\$	7,800			\$	2,025			\$	3,110		
STORMWATER MANAGEMENT			1					1									_			
Stormwater Basin #1 (excavation only)	CY	3325		\$	6 \$		-		\$	-	3325			9,950			\$	-		
Type M Top Unit Standard Inlet Box	EA EA	1			680 \$	680 2,100	1		\$ \$	680 2,100			\$ \$	-			\$ ¢	-		
Standard Inlet Box Flared End Section	EA	2			100 \$ 350 \$	\$ 2,100 \$ 700	1		\$ \$	2,100			\$	-			\$ \$	-		
15" HDPEP (includes excavation and backfill)	LF	 91			80 9	5 7,280	2 91		ə S	7,00			э \$	-			ֆ Տ	-		
Type-D Head/Endwall	EA	2			650 \$	5,300	2		э S	5,300			э \$				э \$	-		
Outlet Structure	EA	1			000	\$ 5,000	1		\$	5,000			\$	-			\$	-		
Subsurface Stormwater Facility (complete in place; includes stone,	LS			,					\$								\$			
excavation, piping and outlet structure)		1		+,		\$ 20,000	1		Ŷ	20,000			\$	-			¢	-		
Vegetated Swales	LS	1		\$ 1,4	475 \$	\$ 1,475			\$	-	1		\$	1,475			\$	-		
Concrete Box Culvert	LS	1		\$ 50,0	000 \$	\$ 50,000			\$	-	0.75		\$ 3	37,500	0.25		\$	12,500	Installed but there are areas around culvet that nee cleaned up (on the upstream side of the culvert the is still rip rap stone blocking streamwater from traveling in/through culvert + erosion along the win wall on the northwest side of the culvert)	
Flared End Section	EA	2		\$ 2,0	000	\$ 4,000	2		\$	4,000			\$	-			\$	-		
6" HDPE Pipe	LF	24			25 \$	600	24		\$	600			\$	-			\$	-		
			water Manag			5 117,085			\$	45,660			\$ 5	58,925			\$	12,500		
PAVING AND CONCRETE				_																
Concrete Curb, 18"	LF	165			40 \$		165		\$	6,600			\$	-			\$	-		
Sidewalk	SY	73			55 \$		73		\$	4,015			\$	-			\$	-		
Stone Subbase, 6" Depth	SY	980		\$	9 \$		980		\$	8,820			\$	-			\$	-		
Superpave Asphalt, HMA Wearing (9.5mm,1-1/2" depth)	SY	980		\$	13 \$	\$ 12,740	980		\$	12,740			\$	-			\$	-		

Page 2 of 2

					Lingl	lestov		INANCIAL	JEHANN SECURITY Building 1	(FS	S) ADJUST	MENT #2	ssociates,	LLC.				
INITIAL FS RECOMMENDATION DATE: PREVIOUS FS REDUCTION DATE: CURRENT FS REDUCTION DATE:		04/1/ 06/02 03/20	2/22							LAST	P PLAN REVIS	HRG NO.: LAN DATE: SION DATE:		11	0002 PH. 123 /04/19 /27/21	15	HIRG Herbert, Rowland & Gruble, Inc. Engineering & Related Services AN EMPLOYEE-OWNED COMPANY	
										Fina	ancial Secu	rity Reducti	on			Fi	nancial Security	Remaining After Reduction
Description	Units	Quantity	Dedicated Quantity	Unit	Cost	Iter	m Total		ous Quantity Dedicated		duced Total (\$)		nt Quantity Dedicated			Remaining C Dedicated		Notes
Superpave Asphalt, HMA Binder (19mm, 4" depth)	SY	980		\$	18	\$	17,640	980	Douroutou	\$	17,640	otarraara	Douroutou	\$ -	otarraara	Douroutou	S .	
triping - 4" WL/YL	LF	412		\$	0.5		206	412		\$	206			\$ -			\$	-
andicap Symbol	EA	1		\$	61		61	1		\$	61			\$ -			\$	-
topbar	LF	12		\$	2		24	12		\$	24			\$ -			\$	-
mber Trail Bridge	LS	1		\$ 1	5,000	\$	15,000	1		\$	15,000			\$ -			\$	-
/alking Trail	SY	100		\$	45	\$	4,500	100		\$	4,500			\$-			\$	-
		Pa	ving and Co	oncrete	Total:	\$	69,606		•	\$	69,606			\$-			\$	-
IISCELLANEOUS																		
obilization	LS	1		\$	5,000	\$	5,000			\$	-	1		\$ 5,000			\$	
Prange Construction Fence	LF	45		\$	7	\$	315	45		\$	315			\$-			\$	- Still installed
arking Lighting	EA	5		\$	2,500		12,500	5		\$	12,500			\$ -			\$	-
ost-mounted Signs	EA	2		\$	200		400	2		\$	400			\$ -			\$	-
ire Hydrants	EA	1		\$	2,750		2,750	1		\$	2,750			\$ -			\$	-
eciduous Trees (2-1/2" - 3" Caliper)	EA	12		\$	500		6,000	12		\$	6,000			\$ -			\$	-
hrubs	EA	9		\$	75		675	9		\$	675			\$-			\$	-
vergreen Trees	EA	6		\$	600		3,600	6		\$	3,600			\$ -			\$	-
s-Built Plan	LS	1		\$	2,000		2,000			\$	-	1		\$ 2,000			\$	-
umpster Pad and Enclosure	LS	1		\$	500		500	1		\$	500			\$ -			\$	-
	_		Miscella	aneous	I otal:	\$	33,740	Dr	ast FS Redu	\$ ction	26,740	C	rent FS Rec	\$ 7,000			\$	-1
Note: All totals (item, sub, final, etc.) rounded to nearest dollar.				Sub-	Total:	\$	239,366			\$	155,806	Cui		\$ 67,950			\$ 15,610	Items Proposed for Dedication Total
Note: 10% of remaining balance			10% C			\$	239,300	>>	>>	Ψ	>>	>>	>>	\$ 07,950 >>	>>	>>	\$ 1,561	
•			10% Anni			Ψ	>>	>>	>>	-	>>	>>	>>	Number		1	\$ 1,717	
Note: For every year beyond the establishment of the initial financial security, the requi security will be increased by 10%.	red amour	nt of financial			Total:		263,303							Number		1	\$ 18.888	