

SPECIAL
BOARD OF COMMISSIONERS
Revised AGENDA
Radnor Township Municipal Building
2nd Floor Administration Department
Monday, June 17, 2019 - 6:30 PM

Pledge of Allegiance

1. Public Participation
2. Discussion of June 10 Villanova University Settlement Agreement Decision
3. Discussion and Direction on the 2019 Series General Obligation Bonds and project listing
4. Resolution #2019-49 - Awarding the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated in the amount of \$13,600
5. Resolution #2019-50 - Awarding the Design Contract for the Wayne Business Overlay Municipal District Parking Resurfacing Project to Carroll Engineering, Incorporated in the amount of \$13,000
6. Discussion of Stormwater
7. Adjournment

Legal Notice

The Radnor Township Board of Commissioners will hold a Special Meeting on **June 17, 2019 at 6:30 p.m.** at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 – Administration Department. The purpose of the meeting is to discuss Stormwater and such other business as comes before the board.

Board of Commissioners, Radnor Township

Public Participation

Discussion and Direction
on the 2019 Series General
Obligation Bonds and
project listing

Radnor Township, PA
 Capital Project List - GO Bonds, Series 2019
 Draft 2 - June 3, 2019

	15 Years 2019	20 Years 2019	Total	Grand Total
New				
2019 Borrowing				
Facilities				
Radnor Fire Company				
RFC Preemption Device	\$ 52,458		\$	52,458
Township Building				
Basement Storage, Finance and Codes Improvements		\$ 200,000	\$	200,000
Infrastructure				
Conestoga Gateway				
Rosemont Gateway Enhancement		\$ 150,000	\$	150,000
Morris Road				
Morris Road Streetscape Project		\$ 825,000	\$	825,000
Sidewalk				
KOP / Glenmary				
King of Prussia / Glenmary Crosswalk		\$ 241,200	\$	241,200
North Wayne				
North Wayne [Woodsworth to Eagle]		\$ 332,000	\$	332,000
Trails				
Harford Trail				
Harford Trail (partially funded with '15 bonds)		\$ 220,320	\$	220,320
Radnor Trail Extension				
Radnor Trail Extension (partially funded with '15 bonds)		\$ 615,165	\$	615,165
TAP Trail				
Radnor TAP Trail		\$ 379,652	\$	379,652
Replace				
2019 Borrowing				
Facilities				
Public Works Garage				
Rebuild Lifts	\$ 200,000		\$	200,000
Infrastructure				
Conestoga Road Tunnel				
Conestoga Road Tunnel Lighting		\$ 223,900	\$	223,900
Matsonford Bridge				
Matsonford Pedestrian Bridge		\$ 329,300	\$	329,300
Road Resurfacing				
Annual Road Resurfacing Program		\$ 200,000	\$	200,000
Parks				
Cowan Park				
Basketball court resurfacing/equipment		\$ 75,000	\$	75,000
Odorisio Park				
Basketball court resurfacing/equipment		\$ 75,000	\$	75,000
Sidewalk				
Lancaster Ave				
Lancaster [Barleycone to Garrett] Sidewalk		\$ 473,500	\$	473,500
North Wayne				
North Wayne [Poplar to North Wayne]		\$ 163,812	\$	163,812
Signals				
Traffic Signals				
King of Prussia / Pine Tree / Eagle Road		\$ 355,300	\$	355,300
Lancaster / Wayne		\$ 504,200	\$	504,200
Traffic Adaptive System	\$ 904,000		\$	904,000
WBA				
WBOD				
WBOD Street Adjacent Parking		\$ 288,060	\$	288,060
WBOD Street Tree Planting Program		\$ 287,950	\$	287,950
Grand Total	\$ 1,156,458	\$ 5,939,359	\$	7,095,817

Changes from DRAFT 1 [Recall that Draft 1 was reviewed and tentatively approved by the Board at the May 13, 2019 Special Meeting]

1. Public Works: Rebuild lifts was increased from \$92,000 to \$200,000 based on updated information from prospective contractors
2. Township Building: Basement, Finance and Code area improvements were added at \$200,000 to install a high-density storage system in the basement and reconfigure the cubical areas in Finance and Codes.
3. Road Resurfacing: To keep the total borrowing closer to \$7,000,000, this was reduced from \$400,000 to \$200,000

RESOLUTION NO. 2019-49

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AWARDED THE DESIGN CONTRACT FOR THE WAYNE BUSINESS OVERLAY DISTRICT TREE PLANTING PROJECT TO CARROLL ENGINEERING, INCORPORATED, IN THE AMOUNT OF \$13,600

WHEREAS, Radnor Township wishes to beautify and enhance the Wayne Business Overlay District by replacing sixty trees

WHEREAS, Carrol Engineering has submitted a cost proposal for the design and bidding documents of said tree planting project

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby award the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated, in the amount of \$13,600

SO RESOLVED this 17th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: June 3, 2019

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer *SFN*

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: 5. Resolution #2019-49: Awarding the Design Contract for the Wayne Business Overlay District Tree Planting Project to Carroll Engineering, Incorporated, in the amount of \$13,600

LEGISLATIVE HISTORY: At the regularly scheduled March 25th, Board of Commissioners meeting, representatives of the Wayne Business Association (WBA) were in attendance. They requested that sixty (60) trees within the Wayne Business Overlay District be replaced. Subsequently, at the April 8th regularly scheduled Board meeting, engineering staff provided an outline of the work associated with the project.

PURPOSE AND EXPLANATION: The attached cost proposal from Carroll Engineering outlines the scope of work for the project: mapping, site visit, provide specifications, drawings, bidding documents, and an engineer's estimated cost of construction to remove and replace approximately sixty trees in the WBOD.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the service contract will be executed immediately.

FISCAL IMPACT: The project design costs, \$13,600, will be funded by the upcoming GOB issue.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township authorize the design contract award, as the timeline to bid the project and have the trees installed is extremely tight.*



Carroll Engineering Corporation

May 29, 2019
Revised June 3, 2019

Stephen F. Norcini, PE
Township Engineer
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Subject: Engineering Services Proposal – WBOD Tree Planting and Municipal Parking Paving
SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue)
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

Carroll Engineering Corporation (CEC) is pleased to submit a proposal for the subject work. CEC understands that Radnor Township wishes to mill and overlay existing sections of township-owned parking areas along SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue) per limits shown in Attachment A, and wishes to replace trees, and repair curb and sidewalk as a result of the tree replacement as needed, within the WBOD Zoning District (Attachment B) in Radnor Township, PA.

CEC proposes to provide the services detailed below in accordance with the following:

PART A – WBOD Tree Planting

A.1 SCOPE OF WORK

A.1.A Investigation Phase

A.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

A.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances. CEC will meet with the Township Arborist to discuss the tree replacement portion of the work, stump removal limits, curb and sidewalk replacement, etc.

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

www.carrollengineering.com

A.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

A.1.B Design Phase

A.1.B.1 CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Tree Replacement
- Removal and Replacement of 60 trees anticipated.
- Trees will be supplied and installed by the awarded contractor.
- Township Arborist will spec the tree species.
- Soil Enhancement specifications will be provided by the Township Arborist.
- Traffic Control and Pedestrian Safety Control Details

A.1.B.2 CEC will prepare an engineer's estimate of probable construction quantities and costs.

A.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

A.1.C Construction Phase

A.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.

A.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.

A.1.C.3 CEC will provide responses to contractor RFI's, as necessary.

A.1.C.4 CEC will review contractor material submittals.

A.1.D Schedule

Assumed NTP Tuesday June 25, 2019

Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.

Design Phase Complete Wednesday July 3, 2019
*CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.*

Design and Bidding Documents Complete Wednesday July 10, 2019
*CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.*

A.2 CONTRACT TERMS

A.2.A Investigation Phase	\$3,800.00
A.2.B Design	\$6,400.00
A.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,600.00

CEC proposes to provide services described herein for a **not to exceed** of **\$13,600.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART B – WBOD Municipal Parking Paving

B.1 SCOPE OF WORK

A.1.A Investigation Phase

B.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

B.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances.

B.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

B.1.B Design Phase

B.1.B.1

CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Municipal Parking Areas
 - *Milling (1.5" +/-) of existing asphalt*
 - *1.5" 9.5 MM Superpave asphalt for resurfacing.*
- Signing and Pavement Marking Plan (for parking lot work) Striping will be included for parking lot stalls (hot thermoplastic) and stall numbering.
- Traffic Control Details

B.1.B.2

CEC will prepare an engineer's estimate of probable construction quantities and costs. B.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

B.1.C Construction Phase

- B.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.
- B.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.
- B.1.C.3 CEC will provide responses to contractor RFI's, as necessary.
- B.1.C.4 CEC will review contractor material submittals.

B.1.D Schedule

- Assumed NTP Tuesday June 25, 2019
- Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.
- Design Phase Complete Wednesday July 3, 2019
*CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.*
- Design and Bidding Documents Complete Wednesday July 10, 2019
*CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.*

B.2 CONTRACT TERMS

B.2.A Investigation Phase	\$3,800.00
B.2.B Design	\$5,800.00
B.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,000.00

CEC proposes to provide services described herein for a **not to exceed of \$13,000.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART D – Exclusions

Services not included in this proposal, but which may be provided for additional fees include:

- A. Property and Topographic field surveys
- B. Property deed and Right-of-way research
- C. Detailed sidewalk/ADA design
- D. Environmental investigations
- E. Highway Occupancy Permits
- F. NPDES/DEP Permitting
- G. Public Involvement
- H. Construction Inspection
- I. Utility Investigation/Survey (except for PA One Call – design)
- J. Existing Pavement Investigation (including bores)
- K. Bidding Phase Services (other than preparation of bid documents and RFI/shop drawing responses)

The fees stated herein are for the basic services described in this proposal. If additional services are required, these will be invoiced on the basis of our standard hourly rates following your approval to proceed with same.

This proposal and the attached Standard Consulting Contracting Terms and Conditions represent the entire understanding between you and this office with respect to this project and may only be modified, in writing, signed by both of us. If this proposal satisfactorily sets for your understanding of the arrangement between us, please execute the attached copy of this letter in the space provided and return same to this office. We would expect to start our services promptly after receipt of your acceptance of this proposal. Our basic services will be considered complete upon the submittal of the final plans.

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please do not hesitate to contact me at 215-343-5700, Extension 243 or jardman@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION



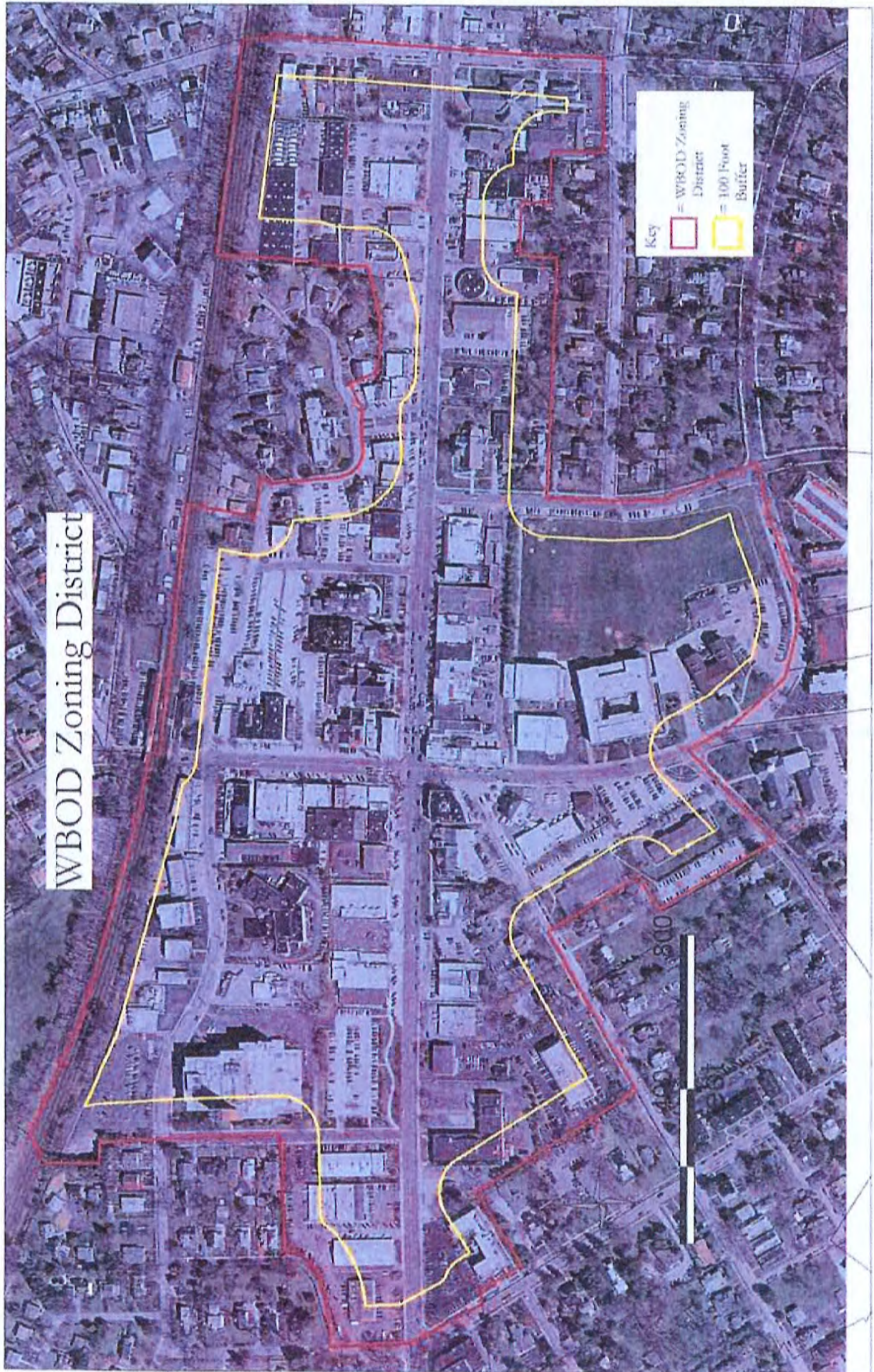
Joel H. Ardman
Vice President

cc: James A. Graham, PE, PTOE, Manager, Traffic & Transportation Department, CEC
Christopher Peterson, PE, Project Manager, CEC
Allen B. Mason, PE, Senior Vice President, CEC



ATTACHMENT A
WBOD ZONING DISTRICT

WBOD Zoning District





ATTACHMENT B

WBOD MUNICIPAL PARKING AREAS



Legend

Wayne Municipal Parking

Paving Sheet 1
West Avenue

Google Earth



Legend

Wayne Municipal Parking
Paving Sheet 2
SR West

Google Earth



Legend

Wayne Municipal Parking
Paving Sheet 3
North Wayne Avenue

Google Earth

©2014 Google



3000 ft

30

Legend



Wayne Municipal Parking
Faving Street 4
South Wayne Avenue
West Wayne Avenue

Legend

Wayne Municipal Parking
Parking Sheet 5
SR 30 East



CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

These terms and conditions set forth herein are for the performance of engineering services associated with the appointment of Carroll Engineering Corporation as a municipal/municipal authority engineering consultant. Supplemental letter agreements associated with special projects may amend these terms and conditions, and such amendment shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. It is agreed that Carroll Engineering Corporation and Owner may use their standard business forms (such as purchase orders, acknowledgement, etc.) to administer the activities under this contract. However, Carroll Engineering Corporation expressly rejects the terms and conditions which may be contained in those business forms. The parties agree that the use of such forms shall be solely for the convenience of the party, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall be applicable. The Client is invited to request changes to these terms and conditions, and assumes the risk of failing to read or understand each individual item.

1. **General:** Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with their appointment as municipal/municipal authority engineer. CEC will strive to perform services under the Agreement in a manner consistent with generally accepted principals of engineering practice, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions, and at the same time. No other representation, expressed or implied, and no warranty or guarantee is included or intended.
2. **Reliance on Information Provided by Others:** Client agrees to indemnify and hold CEC harmless from and against any and all damages, liabilities, and costs, including costs of defenses, arising out of the use of documents and information produced by Client, excepting only those damages, liabilities, and costs for which CEC is found to be liable by a court or forum of competent jurisdiction.
3. **Subconsultants:** CEC has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required. The fee for all consultants contracted directly by CEC shall be within a project budget approved by client.
4. **Third Party Beneficiaries:** No benefits or rights are given to anyone other than Client and CEC, and all duties and responsibilities undertaken pursuant to this Letter Agreement will be for the sole and exclusive benefit of client and CEC and not for the benefit of any other party.
5. **Client Responsibility:** Client shall make all provisions for the Engineer to enter upon public or private property, shall provide required legal services and shall pay all fees incidental to obtaining permits associated with services. It is understood CEC is acting as a consultant for Client to provide advice and consultation on a variety of projects. Client shall designate a person to act with authority on his behalf in respect to all aspects of the appointment shall examine and respond promptly to CEC's submissions, and give prompt written notice to CEC whenever he observes or otherwise becomes aware of any defect in the work product.
6. **Legal Matters:** CEC will not express legal opinions or become an advocate in the law before public agencies. In the event CEC attends public meetings or otherwise represents Clients, said representation is for the strict purpose of providing technical expertise in the practice of engineering. In the event a record must be made or an agreement of the owner is necessary, CEC will not represent Clients in such legal matters.
7. **Duties of Public Official:** CEC will not accept responsibility and will be held harmless by the Owner for any item which by law is clearly assigned to a public official and which requires approval by said official, regardless of any recommendation or review completed by CEC in order for said official to perform the assigned duties.
8. **Engineering Fees:** Fees for engineering services shall be established by mutual agreement of the parties from time to time. Services will be performed on an hourly basis, unless a specific scope of work can be predetermined for a project at which point a separate letter agreement with project fee and expenses will represent a supplement to these terms and conditions.
9. **Reimbursable Expenses:** Direct expenses shall be considered an additional charge, unless otherwise stated in the contract. Such expenses shall be in accordance with the current CEC Reimbursable Expenses Tabulation (see attached).
10. **Payment:** Payments shall be made to CEC on the basis of invoices for services rendered. Payment shall be due within thirty (30) days of the date of the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services until full payment for services and any accumulated charges is made. It shall be understood that the Client is responsible for payment of all assignments made or implied by the Client. If the Client fails to obtain payment from a third party, Client assumes all responsibility for payment to CEC. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice noting such and may suspend all services with no other notice to Client until outstanding balances are paid. In the event an action to enforce overdue payment under the agreement is filed, Client agrees to indemnify and hold harmless CEC from and against any and all reasonable fees, expenses and costs incurred by CEC, including, but not limited to, arbitration and attorney's fees, court costs, and other claims-related expenses.

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

11. **Termination:** The appointment of CEC as engineering consultant is subject to termination by Client or CEC with seven days prior written notice. In the event of any termination, CEC shall be paid for all services rendered to the date of the termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
12. **Limitation of Liability:** CEC shall perform the services with the care and skill ordinarily used by members of CEC's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied or in any reports, opinions, drawings, specifications or other documents furnished by CEC. CEC shall not be liable for the results of services performed with professional care and skill.
13. **Indemnification:** To the fullest extent permitted by law, CEC shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CEC or CEC's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify CEC, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

14. **Force Majeure:** Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, unusual weather conditions, unanticipated site conditions, changes in applicable law, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. Should such acts or circumstances occur, both parties shall use their best efforts to overcome any difficulties arising from such events and to resume the project as soon as reasonably possible.
15. **Use of Documents:** Documents are not intended or represented to be suitable for use without appropriate signatures and professional seal and are not intended for reuse or extension of the project or on any other project. Upon payment for all services and execution of an Agreement of Release, Client may obtain reproducible or computer format copies of documents. The Engineer will invoice for reproduction cost plus direct expenses associated with preparation of these documents. It shall be understood no professional certifications, seals, or signatures will be provided with reproducible plans, computer files, and similar documents. Client hereby agrees that copies of documents will not be made by anyone, other than CEC, without the written approval of CEC if the documents contain a signature, seal, or certification. If a limited license is granted and digital files are released, CEC does not guarantee the files will be compatible with licenses, systems, software application packages, or computer hardware.
16. **Record Documents:** Client may contract with CEC for preparation of record, as-constructed, or corrected documents conforming to constructed conditions. If CEC's professional services do not include full-time construction observation and recording of the contractor's work, the engineer will compile said documents conforming to the construction records of the contractor as provided to CEC. The documents will show the reported location of the work. The information submitted to CEC will be assumed to be reliable and CEC will not be responsible for the accuracy of this information, nor for any errors or omissions that may appear in the record documents as a result.
17. **Certifications:** CEC does not maintain professional liability insurance covering liability associated with many certifications requested by clients. In the event a certification is requested, the Client must totally indemnify CEC against any and all costs, damages, and other expenses that could arise from the issuance of such certifications. As an alternative, CEC will determine an additional fee associated with the risk of certification. The fee will be due and payable prior to issuance of the certification.
18. **Dispute Resolution:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to engineering services will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy. The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs). The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

19. Hazardous Substances: Client represents and warrants to CEC that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify CEC of any notices concerning such matters. Client agrees to hold harmless, indemnify and defend CEC from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of CEC in the performance of services. It is understood and agreed by both parties that design professional, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority, nor shall be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances as defined on the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
20. Cost Estimate: Since CEC has no control over the cost of labor, materials, or equipment, CEC opinions of probable project construction costs are made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry. CEC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by CEC.
21. Performance of Others: During the course of this engagement, the design professional may be required to report on the past or current performance of others engaged, or being considered, for engagement, directly or indirectly, by the Client; and to render opinions and advise in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims for libel or slander against the Design Professional. To help create an atmosphere in which the Design Professional feels free to be candid, the Client agrees to waive any claim against the Design Professional, and to defend, indemnify, and hold the Design Professional harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by the Design Professional to the Client or the Client's agents. The Client further agrees to compensate the Design Professional for any time spent, or expenses incurred, by the Design Professional in defense of any such claim, in accordance with the Design Professional's prevailing fee schedule and expense reimbursement policy.
22. Dangerous Situations: CEC accepts no right or obligation of the Client or Contractor as a direct or indirect result of the performance of professional services for responsibility of construction means, methods, techniques, or sequences. CEC accepts no responsibility for developing, implementing, monitoring, or supervising safety precautions and programs. Such items are solely the responsibility of the contractor and his subcontractors. CEC does not accept the responsibility or assume the authority to stop work, said responsibility residing with the Client and contractor.
23. Review of Contractor's Performance: It is understood and agreed that CEC's basic services under this agreement do not include full-time construction observation or review of the Contractor's performance. Client acknowledges the importance of such services and, should client have such services performed by a party other than CEC, then Client shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against CEC that may be in any way connected thereto. In addition, if CEC does not perform construction observation, Client shall, to the fullest extent permitted by law, indemnify and hold CEC harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, or for a contractor's performance, or the failure of a contractor's work to conform to the design intent and the contract documents, except for claims arising from the sole negligence or willful misconduct of CEC. If this agreement provides for construction phase services by CEC, it is understood that the contractor, not CEC, is responsible for the construction of the project, and that CEC is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
24. Laws, Rules, Codes, Ordinances and Regulations: CEC will use professional efforts and judgments to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project, but CEC cannot and does not warrant or guarantee that the project will comply with all interpretations of the ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply to the project.

RESOLUTION NO. 2019-50

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AWARDING THE DESIGN
CONTRACT FOR THE WAYNE BUSINESS OVERLAY
DISTRICT MUNICIPAL PARKING RESURFACING
PROJECT TO CARROLL ENGINEERING,
INCORPORATED, IN THE AMOUNT OF \$13,000**

WHEREAS, Radnor Township wishes to resurface the Township owned, street adjacent municipal parking areas within the Wayne Business Overlay District

WHEREAS, Carrol Engineering has submitted a cost proposal for the design and bidding documents of said resurfacing project

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby award the Design Contract for the Wayne Business Overlay District Municipal Parking Resurfacing Project to Carroll Engineering, Incorporated, in the amount of \$13,000

SO RESOLVED this 17th day of June, A.D., 2019

RADNOR TOWNSHIP

By: _____
Name: Lisa Borowski
Title: President

ATTEST: _____
Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: June 3, 2019

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer *SN*

CC: Robert A. Zienkowski, Township Manager
William M. White, Assistant Township Manager/Finance Director
Dennis Capella, Engineering Project Manager

LEGISLATION: 5. Resolution #2019-50: Awarding the Design Contract for the Wayne Business Overlay District Municipal Parking Resurfacing Project to Carroll Engineering, Incorporated, in the amount of \$13,000

LEGISLATIVE HISTORY: At the regularly scheduled March 25th, Board of Commissioners meeting, representatives of the Wayne Business Association (WBA) were in attendance. They requested that the street adjacent municipal parking in the WBOD be resurfaced. Subsequently, at the April 8th regularly scheduled Board meeting, engineering staff provided an outline of the work associated with the project.

PURPOSE AND EXPLANATION: The attached cost proposal from Carroll Engineering outlines the scope of work for the project: mapping, site visit, provide specifications, drawings, bidding documents, and an engineer's estimated cost of construction to mill and resurface the street adjacent parking areas in the WBOD.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the service contract will be executed immediately.

FISCAL IMPACT: The project design costs, \$13,000, will be funded by the upcoming GOB issue.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township authorize the design contract award, as the timeline to bid the project and have the work performed is extremely tight.*



Carroll Engineering Corporation

May 29, 2019
Revised June 3, 2019

Stephen F. Norcini, PE
Township Engineer
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

Subject: Engineering Services Proposal – WBOD Tree Planting and Municipal Parking Paving
SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue)
Radnor Township, Delaware County, PA

Dear Mr. Norcini:

Carroll Engineering Corporation (CEC) is pleased to submit a proposal for the subject work. CEC understands that Radnor Township wishes to mill and overlay existing sections of township-owned parking areas along SR 0030 (Lancaster Avenue) and SR 1046 (North Wayne Avenue) per limits shown in Attachment A, and wishes to replace trees, and repair curb and sidewalk as a result of the tree replacement as needed, within the WBOD Zoning District (Attachment B) in Radnor Township, PA.

CEC proposes to provide the services detailed below in accordance with the following:

PART A – WBOD Tree Planting

A.1 SCOPE OF WORK

A.1.A Investigation Phase

A.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

A.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances. CEC will meet with the Township Arborist to discuss the tree replacement portion of the work, stump removal limits, curb and sidewalk replacement, etc.

Today's Commitment to Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
215.343.5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610.489.5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484.875.3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908.874.7500

A.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

A.1.B Design Phase

A.1.B.1 CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Tree Replacement
- Removal and Replacement of 60 trees anticipated.
- Trees will be supplied and installed by the awarded contractor.
- Township Arborist will spec the tree species.
- Soil Enhancement specifications will be provided by the Township Arborist.
- Traffic Control and Pedestrian Safety Control Details

A.1.B.2 CEC will prepare an engineer's estimate of probable construction quantities and costs.

A.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

A.1.C Construction Phase

A.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.

A.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.

A.1.C.3 CEC will provide responses to contractor RFI's, as necessary.

A.1.C.4 CEC will review contractor material submittals.

A.1.D Schedule

Assumed NTP Tuesday June 25, 2019
Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.
Design Phase Complete Wednesday July 3, 2019
CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.
Design and Bidding Documents Complete Wednesday July 10, 2019
CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.

A.2 CONTRACT TERMS

A.2.A Investigation Phase	\$3,800.00
A.2.B Design	\$6,400.00
A.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,600.00

CEC proposes to provide services described herein for a **not to exceed** of **\$13,600.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART B – WBOD Municipal Parking Paving

B.1 SCOPE OF WORK

A.1.A Investigation Phase

B.1.A.1 Base Mapping

CEC will utilize a combination of aerial imagery, cartography maps from the PennDOT Cadd Resource library, and GIS/aerial mapping from the PASDA (Pennsylvania Spatial Data Access) portal to build a base map of existing conditions for this corridor.

This mapping will be used to create a base map, which proposed improvements will be drawn upon.

CEC will perform a PA One Call (for design) prior to the field view and will document potential utility conflicts.

B.1.A.2 Detailed Field View (Site Visit)

CEC will perform a detailed field view to document existing conditions, features, utilities, appurtenances.

B.1.A.3 Right-of-Way

It is understood that all work pertaining to this project is within Township right-of-way (and not PennDOT). CEC will utilize information from Radnor Township and PennDOT District 6 ROW Archive to display existing right-of-way lines for the areas being improved.

B.1.B Design Phase

B.1.B.1

CEC will prepare 24" x 36" design plans for the above stated work. These plans will include the following:

- Title Sheet
- General Notes
- Details as needed.
- General Site Plan for Municipal Parking Areas
 - *Milling (1.5" +/-) of existing asphalt*
 - *1.5" 9.5 MM Superpave asphalt for resurfacing.*
- Signing and Pavement Marking Plan (for parking lot work) Striping will be included for parking lot stalls (hot thermoplastic) and stall numbering.
- Traffic Control Details

B.1.B.2

CEC will prepare an engineer's estimate of probable construction quantities and costs. B.1.B.3 CEC will prepare technical specifications for this project, including an itemized bid form.

Radnor Township will provide:

- Front-end specifications
- Soil remediation specifications
- Tree planting specifications

B.1.C Construction Phase

- B.1.C.1 CEC will attend and provide assistance during the pre-construction meeting.
- B.1.C.2 CEC will provide on-call services for problems at the site.
CEC assumes two (2) on-site visits.
- B.1.C.3 CEC will provide responses to contractor RFI's, as necessary.
- B.1.C.4 CEC will review contractor material submittals.

B.1.D Schedule

- Assumed NTP Tuesday June 25, 2019
- Investigation Phase Complete Wednesday June 26, 2019
CEC will submit the base plan to the township for review.
- Design Phase Complete Wednesday July 3, 2019
*CEC will submit draft plans to the township for review and comment.
CEC will address comments and provide the township with final plan.*
- Design and Bidding Documents Complete Wednesday July 10, 2019
*CEC will submit plans, specifications, and an itemized bid form to the township for review and comment.
CEC will address comments and provide the township with final plan.*

B.2 CONTRACT TERMS

B.2.A Investigation Phase	\$3,800.00
B.2.B Design	\$5,800.00
B.2.C Construction Phase	\$3,400.00
NOT TO EXCEED FEE TOTAL	\$13,000.00

CEC proposes to provide services described herein for a **not to exceed of \$13,000.00** to be invoiced on a percent complete basis. Said fee is based on CEC's understanding of the project scope, as described herein.

PART D – Exclusions

Services not included in this proposal, but which may be provided for additional fees include:

- A. Property and Topographic field surveys
- B. Property deed and Right-of-way research
- C. Detailed sidewalk/ADA design
- D. Environmental investigations
- E. Highway Occupancy Permits
- F. NPDES/DEP Permitting
- G. Public Involvement
- H. Construction Inspection
- I. Utility Investigation/Survey (except for PA One Call – design)
- J. Existing Pavement Investigation (including bores)
- K. Bidding Phase Services (other than preparation of bid documents and RFI/shop drawing responses)

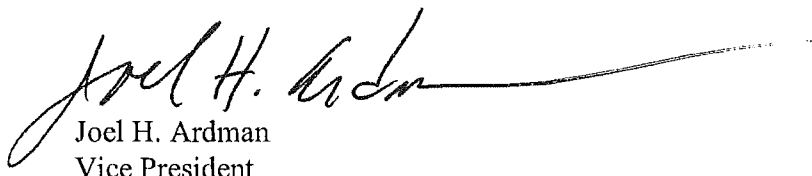
The fees stated herein are for the basic services described in this proposal. If additional services are required, these will be invoiced on the basis of our standard hourly rates following your approval to proceed with same.

This proposal and the attached Standard Consulting Contracting Terms and Conditions represent the entire understanding between you and this office with respect to this project and may only be modified, in writing, signed by both of us. If this proposal satisfactorily sets for your understanding of the arrangement between us, please execute the attached copy of this letter in the space provided and return same to this office. We would expect to start our services promptly after receipt of your acceptance of this proposal. Our basic services will be considered complete upon the submittal of the final plans.

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please do not hesitate to contact me at 215-343-5700, Extension 243 or jardman@carrollengineering.com.

Very truly yours,

CARROLL ENGINEERING CORPORATION



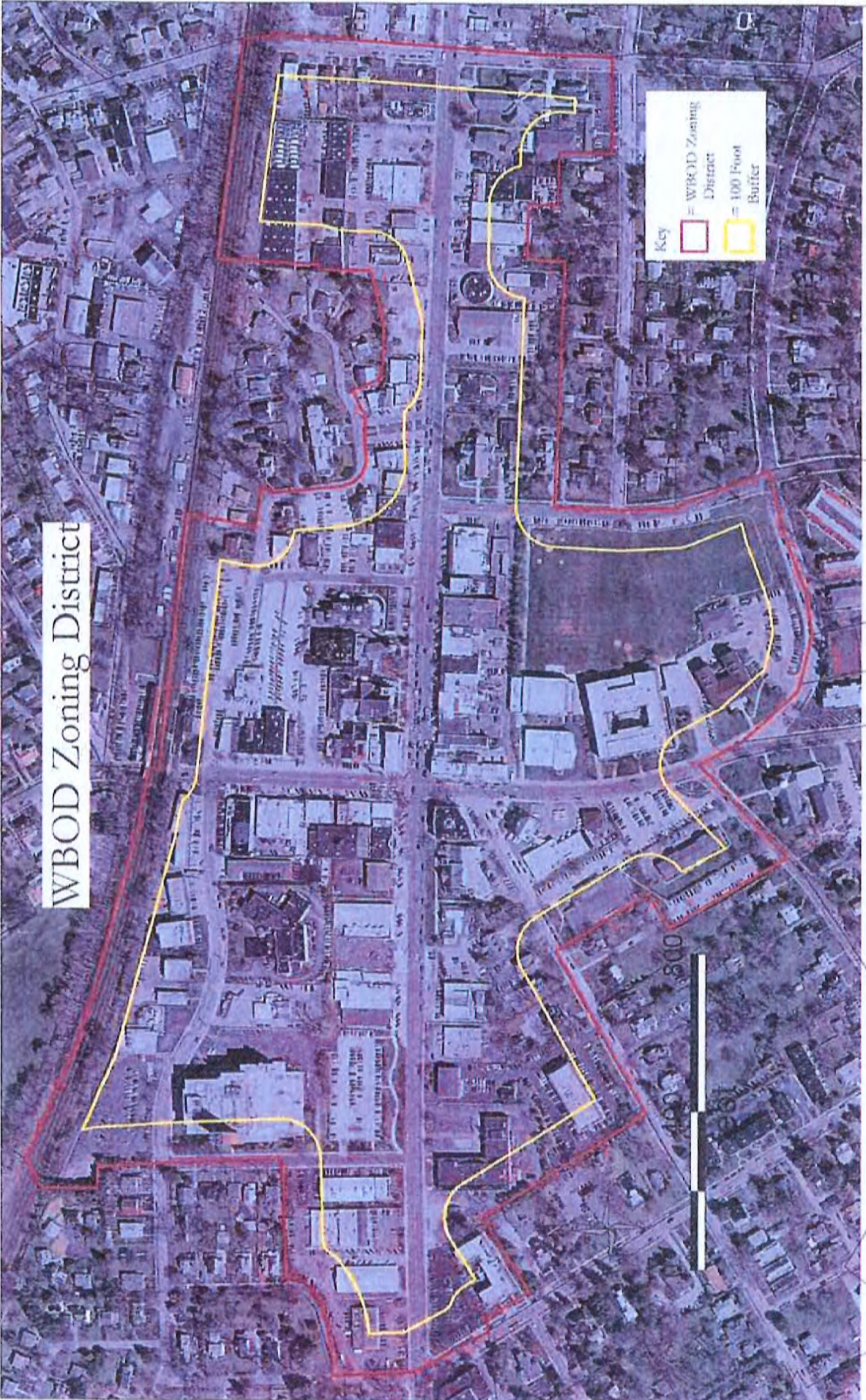
Joel H. Ardman
Vice President

cc: James A. Graham, PE, PTOE, Manager, Traffic & Transportation Department, CEC
Christopher Peterson, PE, Project Manager, CEC
Allen B. Mason, PE, Senior Vice President, CEC



ATTACHMENT A
WBOD ZONING DISTRICT

WBOD Zoning District



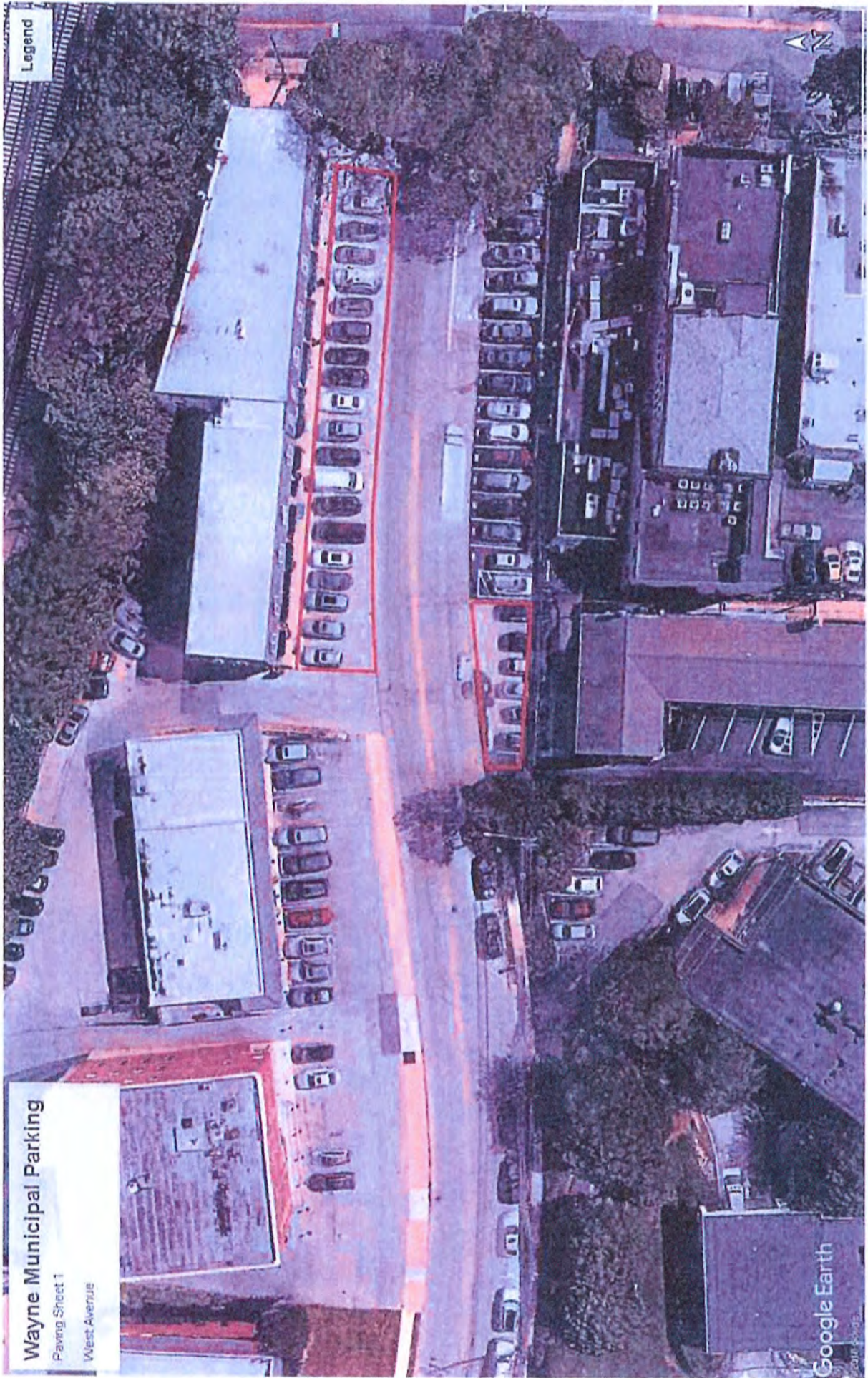
Key

- WBOD Zoning District
- 100 Foot Buffer





ATTACHMENT B
WBOD MUNICIPAL PARKING AREAS



Legend

Wayne Municipal Parking

Paving Sheet 1

West Avenue

Google Earth



Legend

Wayne Municipal Parking

Paving Sheet 2

SR West

Google Earth



Legend

Wayne Municipal Parking

Paving Sheet 3

North Wayne Avenue

Google Earth

Copyright

AZ

Northway Ave
200 ft

3



Legend

Wayne Municipal Parking
Faving Street 4
South Wayne Avenue
West Wayne Avenue

Google Earth
© 2007

Wayne Municipal Parking

Paving Street 5

SR 90 East

Legend



CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

These terms and conditions set forth herein are for the performance of engineering services associated with the appointment of Carroll Engineering Corporation as a municipal/municipal authority engineering consultant. Supplemental letter agreements associated with special projects may amend these terms and conditions, and such amendment shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. It is agreed that Carroll Engineering Corporation and Owner may use their standard business forms (such as purchase orders, acknowledgement, etc.) to administer the activities under this contract. However, Carroll Engineering Corporation expressly rejects the terms and conditions which may be contained in those business forms. The parties agree that the use of such forms shall be solely for the convenience of the party, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall be applicable. The Client is invited to request changes to these terms and conditions, and assumes the risk of failing to read or understand each individual item.

1. General: Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with their appointment as municipal/municipal authority engineer. CEC will strive to perform services under the Agreement in a manner consistent with generally accepted principals of engineering practice, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions, and at the same time. No other representation, expressed or implied, and no warranty or guarantee is included or intended.
2. Reliance on Information Provided by Others: Client agrees to indemnify and hold CEC harmless from and against any and all damages, liabilities, and costs, including costs of defenses, arising out of the use of documents and information produced by Client, excepting only those damages, liabilities, and costs for which CEC is found to be liable by a court or forum of competent jurisdiction.
3. Subconsultants: CEC has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required. The fee for all consultants contracted directly by CEC shall be within a project budget approved by client.
4. Third Party Beneficiaries: No benefits or rights are given to anyone other than Client and CEC, and all duties and responsibilities undertaken pursuant to this Letter Agreement will be for the sole and exclusive benefit of client and CEC and not for the benefit of any other party.
5. Client Responsibility: Client shall make all provisions for the Engineer to enter upon public or private property, shall provide required legal services and shall pay all fees incidental to obtaining permits associated with services. It is understood CEC is acting as a consultant for Client to provide advice and consultation on a variety of projects. Client shall designate a person to act with authority on his behalf in respect to all aspects of the appointment shall examine and respond promptly to CEC's submissions, and give prompt written notice to CEC whenever he observes or otherwise becomes aware of any defect in the work product.
6. Legal Matters: CEC will not express legal opinions or become an advocate in the law before public agencies. In the event CEC attends public meetings or otherwise represents Clients, said representation is for the strict purpose of providing technical expertise in the practice of engineering. In the event a record must be made or an agreement of the owner is necessary, CEC will not represent Clients in such legal matters.
7. Duties of Public Official: CEC will not accept responsibility and will be held harmless by the Owner for any item which by law is clearly assigned to a public official and which requires approval by said official, regardless of any recommendation or review completed by CEC in order for said official to perform the assigned duties.
8. Engineering Fees: Fees for engineering services shall be established by mutual agreement of the parties from time to time. Services will be performed on an hourly basis, unless a specific scope of work can be predetermined for a project at which point a separate letter agreement with project fee and expenses will represent a supplement to these terms and conditions.
9. Reimbursable Expenses: Direct expenses shall be considered an additional charge, unless otherwise stated in the contract. Such expenses shall be in accordance with the current CEC Reimbursable Expenses Tabulation (see attached).
10. Payment: Payments shall be made to CEC on the basis of invoices for services rendered. Payment shall be due within thirty (30) days of the date of the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services until full payment for services and any accumulated charges is made. It shall be understood that the Client is responsible for payment of all assignments made or implied by the Client. If the Client fails to obtain payment from a third party, Client assumes all responsibility for payment to CEC. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice noting such and may suspend all services with no other notice to Client until outstanding balances are paid. In the event an action to enforce overdue payment under the agreement is filed, Client agrees to indemnify and hold harmless CEC from and against any and all reasonable fees, expenses and costs incurred by CEC, including, but not limited to, arbitration and attorney's fees, court costs, and other claims-related expenses.

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

11. **Termination**: The appointment of CEC as engineering consultant is subject to termination by Client or CEC with seven days prior written notice. In the event of any termination, CEC shall be paid for all services rendered to the date of the termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
12. **Limitation of Liability**: CEC shall perform the services with the care and skill ordinarily used by members of CEC's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied or in any reports, opinions, drawings, specifications or other documents furnished by CEC. CEC shall not be liable for the results of services performed with professional care and skill.
13. **Indemnification**: To the fullest extent permitted by law, CEC shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CEC or CEC's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify CEC, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

14. **Force Majeure**: Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, unusual weather conditions, unanticipated site conditions, changes in applicable law, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. Should such acts or circumstances occur, both parties shall use their best efforts to overcome any difficulties arising from such events and to resume the project as soon as reasonably possible.
15. **Use of Documents**: Documents are not intended or represented to be suitable for use without appropriate signatures and professional seal and are not intended for reuse or extension of the project or on any other project. Upon payment for all services and execution of an Agreement of Release, Client may obtain reproducible or computer format copies of documents. The Engineer will invoice for reproduction cost plus direct expenses associated with preparation of these documents. It shall be understood no professional certifications, seals, or signatures will be provided with reproducible plans, computer files, and similar documents. Client hereby agrees that copies of documents will not be made by anyone, other than CEC, without the written approval of CEC if the documents contain a signature, seal, or certification. If a limited license is granted and digital files are released, CEC does not guarantee the files will be compatible with licenses, systems, software application packages, or computer hardware.
16. **Record Documents**: Client may contract with CEC for preparation of record, as-constructed, or corrected documents conforming to constructed conditions. If CEC's professional services do not include full-time construction observation and recording of the contractor's work, the engineer will compile said documents conforming to the construction records of the contractor as provided to CEC. The documents will show the reported location of the work. The information submitted to CEC will be assumed to be reliable and CEC will not be responsible for the accuracy of this information, nor for any errors or omissions that may appear in the record documents as a result.
17. **Certifications**: CEC does not maintain professional liability insurance covering liability associated with many certifications requested by clients. In the event a certification is requested, the Client must totally indemnify CEC against any and all costs, damages, and other expenses that could arise from the issuance of such certifications. As an alternative, CEC will determine an additional fee associated with the risk of certification. The fee will be due and payable prior to issuance of the certification.
18. **Dispute Resolution**: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to engineering services will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy. The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs). The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).

CARROLL ENGINEERING CORPORATION
2019 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

19. **Hazardous Substances:** Client represents and warrants to CEC that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify CEC of any notices concerning such matters. Client agrees to hold harmless, indemnify and defend CEC from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of CEC in the performance of services. It is understood and agreed by both parties that design professional, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority, nor shall be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances as defined on the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
20. **Cost Estimate:** Since CEC has no control over the cost of labor, materials, or equipment, CEC opinions of probable project construction costs are made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry. CEC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by CEC.
21. **Performance of Others:** During the course of this engagement, the design professional may be required to report on the past or current performance of others engaged, or being considered, for engagement, directly or indirectly, by the Client; and to render opinions and advise in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims for libel or slander against the Design Professional. To help create an atmosphere in which the Design Professional feels free to be candid, the Client agrees to waive any claim against the Design Professional, and to defend, indemnify, and hold the Design Professional harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by the Design Professional to the Client or the Client's agents. The Client further agrees to compensate the Design Professional for any time spent, or expenses incurred, by the Design Professional in defense of any such claim, in accordance with the Design Professional's prevailing fee schedule and expense reimbursement policy.
22. **Dangerous Situations:** CEC accepts no right or obligation of the Client or Contractor as a direct or indirect result of the performance of professional services for responsibility of construction means, methods, techniques, or sequences. CEC accepts no responsibility for developing, implementing, monitoring, or supervising safety precautions and programs. Such items are solely the responsibility of the contractor and his subcontractors. CEC does not accept the responsibility or assume the authority to stop work, said responsibility residing with the Client and contractor.
23. **Review of Contractor's Performance:** It is understood and agreed that CEC's basic services under this agreement do not include full-time construction observation or review of the Contractor's performance. Client acknowledges the importance of such services and, should client have such services performed by a party other than CEC, then Client shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against CEC that may be in any way connected thereto. In addition, if CEC does not perform construction observation, Client shall, to the fullest extent permitted by law, indemnify and hold CEC harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, or for a contractor's performance, or the failure of a contractor's work to conform to the design intent and the contract documents, except for claims arising from the sole negligence or willful misconduct of CEC. If this agreement provides for construction phase services by CEC, it is understood that the contractor, not CEC, is responsible for the construction of the project, and that CEC is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
24. **Laws, Rules, Codes, Ordinances and Regulations:** CEC will use professional efforts and judgments to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project, but CEC cannot and does not warrant or guarantee that the project will comply with all interpretations of the ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply to the project.

Discussion
of
Stormwater