Resolution
of the
City of Easton, Pennsylvania

No. 2021

Date: November 10, 2021

Introduced by: James Edinger

RESOLVED that the Council of the City of Easton, Pa., has reviewed and approves an Agreement with Helmer Company to provide Act II Site Cleanup Design Services for the former Easton Iron and Metal site at a cost of $40,000.

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Controller to sign said Agreement and the City Clerk to attest to same.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: ______________________________ Signed: ____________________________

City Clerk                              Mayor
AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, made and entered into as of the ______ day of __________ 2021 by and between the Helmer Company, 2469 Chardonnay Drive, Macungie, PA 18062, hereinafter called the "CONSULTANT" and City of Easton, 123 S. Third Street, Easton, PA 18042, hereinafter called "CITY".

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to provide CITY with professional services;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES: CITY retains and engages the CONSULTANT and the CONSULTANT hereby agrees to perform services in accordance with CONSULTANT’S proposal letter dated 10/29/21 ("PROPOSAL"), which is provided as “Attachment A” and made part hereof.

2. AGREEMENT PERIOD: The AGREEMENT period shall commence upon the date this AGREEMENT has been entered above and shall continue until termination by one of the parties per the terms of this AGREEMENT.

3. PERSONNEL: The CONSULTANT shall assign Chad D. Helmer as the primary staff person to provide and/or oversee implementation the Scope of Services. The CONSULTANT shall make no substitution without prior approval from CITY. CONSULTANT will subcontract with HDR Engineering ("SUBCONSULTANT"), who will provide technical environmental/engineering support for the project.

4. COMPENSATION AND METHOD OF PAYMENT:
   a. CITY agrees to pay the CONSULTANT during the term of this AGREEMENT for services rendered in execution of the scope of work in accordance with “Attachment B”, which is made part hereof. CONSULTANT will submit a monthly invoice that details the work completed, level of effort, and expenses associated with each project and/or task assigned by CITY. Payment shall be due within thirty (30) days from date of receipt by CITY. A 1% charge will be accrued monthly for invoices not paid within 60 days of the date submitted.

   b. The CONSULTANT shall maintain appropriate time and cost records during the period of this AGREEMENT. Upon request by CITY, the CONSULTANT shall promptly provide access to or written copies of said record.

   c. In the event of unexpected project costs which increase the estimated cost or level of effort as set forth in this AGREEMENT, the CONSULTANT shall notify
CITY prior to incurring any cost overruns. Any additional payments to CONSULTANT as a result of a cost overrun shall be set forth in a change order and executed by the parties.

d. CITY shall not be liable for the payment to CONSULTANT of any sums not authorized under this AGREEMENT.

5. **CHANGES:** Changes to the terms of this AGREEMENT may be mutually agreed to by the CONSULTANT and CITY and shall be confirmed in writing prior to performance of said changes.

6. **WORK PRODUCTS:** Unless otherwise mutually agreed by the parties, all work papers, notes, reports, charts, graphic displays, analyses, computer files, and statistics produced by the CONSULTANT in the performance of the Scope of Services of the AGREEMENT become the property of CITY upon completion, termination or other cessation of the AGREEMENT.

7. **STAFF PERSONNEL:**
   a. The CONSULTANT acknowledges and agrees that, as an independent contractor, the CONSULTANT and its employees are not covered by worker's compensation, withholding of any taxes, or unemployment compensation insurance provided by CITY to its employees. The CONSULTANT further agrees to provide any worker’s compensation and/or unemployment compensation coverage for its employees as may be required by law, including the payment of premiums with respect to said coverage.

   b. The CONSULTANT agrees that CITY shall not be responsible for any loss, liability, claims, damages, or expenses whatsoever resulting from, or arising out of, any act or persons causing damage to the CONSULTANT of its employees, agents or representatives.

8. **FINDINGS CONFIDENTIAL:** All reports, information, findings, and other products developed by the CONSULTANT under this AGREEMENT shall remain confidential unless specific prior written approval otherwise is given by the CITY. The CONSULTANT shall not copyright any information produced under this AGREEMENT and the CONSULTANT hereby waives all rights, benefits and protections which it had, has, or may have under federal and State copyright laws and the Common Law. The CONSULTANT may use information generated by this project for professional presentations and papers, provided that opinions are clearly identified as being the CONSULTANT’S.

9. **ASSIGNMENT:** This AGREEMENT or any part thereof may not be assigned by any party to it without prior written permission of all parties.
10. **RECORDS:** The CONSULTANT shall be responsible for the retention of all records in connection with the project pursuant to this AGREEMENT for three (3) years from the date of project completion.

11. **WAIVERS:** CITY’s waiver of the breach by the CONSULTANT of one or more of any covenants or condition by CITY shall not be construed as the waiver of any subsequent breach of the same or any other covenant or any act by the CONSULTANT requiring CITY’S consent or approval shall not be deemed a waiver and shall still render necessary by CITY’s consent or approval to or of any subsequent or similar act by the CONSULTANT. The laws of the Commonwealth of Pennsylvania govern this AGREEMENT. Jurisdiction and venue shall be in the Court of Common Pleas of Northampton County, Pennsylvania.

12. **TERMINATION OF AGREEMENT:** Either party shall have the right to terminate this AGREEMENT by giving written notice to the other party of such termination and specifying the effective date thereof. Upon the effective termination date under this paragraph, unfinished documents, data, studies, and reports prepared by the CONSULTANT under this AGREEMENT shall, at the option of CITY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed in such documents.

13. **OBJECTIVITY OF RECOMMENDATIONS:** To protect CITY and other clients, and to assure that the research results of the CONSULTANT’S work shall continue to be accepted as objective and impartial, it is understood that the fee for the undertaking of this project is in no way dependent upon the specific conclusion reached.

14. **EQUAL EMPLOYMENT OPPORTUNITY:** The CONSULTANT shall not discriminate against any of its employees in connection with this work or against any applicant for such employment due to race, color, religion, sex age, handicap, or national origin.

15. **LAWS:** The CONSULTANT shall comply with all federal, state, and local laws.

16. **INDEMNIFICATION:** The CONSULTANT agrees to indemnify, defend, and hold CITY, its officers, its employees, its representatives, its agents, its elected and appointed officials, and its Councils and Committees harmless from any and all actions, claims, or damages including attorney fees arising out of or relating thereto the CONSULTANT’S negligent or improper performance of this AGREEMENT. The CONSULTANT agrees not to pledge the credit of CITY or to purchase, rent, lease, or contract for equipment or appliances in the name of CITY.
IN WITNESS WHEREOF, CITY and the CONSULTANT have executed the Agreement as of the date above first written, intending to be legally bound hereby.

CITY OF EASTON

Signature  Salvatore J. Panto, Jr., Mayor  DATE

City Clerk

HELMER COMPANY

Chad D. Helmer  DATE
Owner
Attachment A

See CONSULTANT's PROPOSAL.
October 29, 2021

Dave Hopkins
Director of Public Works
City of Easton
123 S. Third Street
Easton, PA 18042

Dear Mr. Hopkins,

Thank you for reaching out to discuss the City of Easton’s (“City”) desire for project management and technical environmental assistance in the redevelopment of the former Easton Iron & Metal property (EIM) along Bushkill Drive in Easton. For this project, Helmer Company pleased to team with subcontractor HDR Engineering (HDR), who will provide technical environmental/engineering support for the project. Helmer Company and HDR have significant experience coordinating brownfield redevelopment projects throughout the region, as well as first-hand experience with the EIM property.

This proposal outlines a basic scope of services the Helmer Company/HDR team can provide based on our understanding of City’s needs. Please note that this scope is not necessarily intended to be comprehensive and we are certainly open to discussing additional ways we might be able to support the City’s efforts.

Part 1 – Develop Cleanup Plan as required by Act 2

• Review previously-developed site information including environmental reports, preliminary cleanup plans, ISRP and MTF grant agreements, conceptual site development plans, etc.
• Meet with the City and its partners (preferred developer, Nurture Nature Center, etc.) to discuss redevelopment goals, refinement of redevelopment plans, etc.
• Coordinate with the City and partners to develop a refined Cleanup Plan that will satisfy Pennsylvania Act 2 voluntary cleanup program requirements. This may include one or more revisions to the initial Cleanup Plan upon review and coordination with regulatory agencies.
• Serve as the City’s liaison to regulatory agencies including Pennsylvania DEP, DCED and others to obtain necessary permits and approvals of Cleanup Plans. Based on the nature of the project, this may include permits and approvals required by the Act 2 program, as well as erosion & sedimentation control plan approvals through the Northampton County Conservation District and earth disturbance/storm water management approvals through the NPDES program. (Note: While Helmer Company/HDR will serve as the City’s liaison through this process, the estimated costs presented in this proposal do not include site/civil engineering services required to prepare detailed site plans, erosion & sedimentation control plans, and/or stormwater management plans).
• Other services as directed by the City.
Part 2 – Implement Clean Up Plan

- Work with the City to develop plans and specifications for implementation of the Cleanup Plan per the approvals and permits.
- Coordinate the process to obtain bids on the work per City procedures and in compliance with any and all requirements of outside funding agencies.
- Assist the City with review of bids and coordination of pre-construction administration (contracts, bonding, insurance, etc.) with the identified contractor.
- Serve as the City’s representative during implementation of the cleanup work to ensure that the project proceeds in accordance with approved Cleanup Plan. This may include participation in a kick-off meeting and regular site meetings with contractor, review and sign-off of applications for payment, development/sign-off of punch list, and sign-off at project completion.
- Coordinate with the City to complete and submit reimbursement requests from ISRP and MTF grant as applicable.
- Other services as directed by the City.

Part 3 – Agency Coordination / Act 2 Approval

- Upon completion of the cleanup work, coordinate with PA DEP, PA DCED, etc. to close out grants.
- Upon completion of the cleanup work, prepare the Act 2 Final Plan and coordinate approval through PA DEP, and ultimately receive Act 2 release of liability.
- Other services as directed by the City.

We have enclosed a draft Agreement for Professional Services, which outlines terms, conditions, and costs associated with the project. Upon your review, please feel free to reach out with any questions or to discuss anything further. To authorize Helmer Company to begin working on the project, please sign the attached Agreement and return it via mail or email.

Thank you once again for the opportunity. If you have any questions or would like to discuss anything further, please contact me at your convenience.

Sincerely,

Chad D. Helmer
Owner
Helmer Company
Attachment B

CITY agrees to pay the CONSULTANT during the term of this AGREEMENT for services rendered in execution of the scope of work on a "time-and-materials" basis per the hourly rate schedule below and as outlined in SUBCONSULTANT'S attached Rate Schedule.

**Chad Helmer (Owner, Helmer Company)**

$90/hour

The initial not-to-exceed budget under the AGREEMENT is **$40,000**.

CONSULTANT will alert CITY when not-to-exceed budget has been reached and CITY may choose whether or not to proceed with additional services using the same hourly-rate schedule.
HDR Schedule of Hourly Professional Services

2021 Billing Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Billing Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$320</td>
</tr>
<tr>
<td>Senior Technical Consultant</td>
<td>$175 $275</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$175 $250</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$140 $230</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$150 $225</td>
</tr>
<tr>
<td>Engineer</td>
<td>$100 $200</td>
</tr>
<tr>
<td>Senior Geologist</td>
<td>$150 $220</td>
</tr>
<tr>
<td>Geologist</td>
<td>$75 $150</td>
</tr>
<tr>
<td>Senior Environmental Scientist</td>
<td>$150 $200</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$75 $150</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$35 $125</td>
</tr>
</tbody>
</table>

2021 Schedule of Reimbursable Expenses

Per Unit Expenses:

1. Automobile Travel, rate per mile (Standard IRS Business Mileage Rate)

Services invoiced at actual cost include:

1. Long Distance Telephone
2. Postage, Express Delivery
3. Travel and Living Expenses

Purchased services are invoiced at actual cost.

Notes
Rates in US Dollars
Rates in effect through December 2021