

**TOWNSHIP OF HAMPTON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWNSHIP OF HAMPTON, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING FEES FOR ENGINEERING CONSULTANT SERVICES IN WHICH THE TOWNSHIP IS INVOLVED.**

**WHEREAS**, the Township of Hampton from time to time finds itself in need of engineering services with regard to its daily operations, and

**WHEREAS**, the Council of the Township of Hampton desires to acknowledge the new hourly rates of Gateway Engineer, Inc.

**NOW, THEREFORE, BE IT RESOLVED** that the hourly rates for Gateway Engineers, Inc. as identified in Attachment "1" for engineering are hereby acknowledged and approved by the Township of Hampton Council.

ADOPTED this 26<sup>th</sup> day of January, 2022.

ATTEST:

TOWNSHIP OF HAMPTON

\_\_\_\_\_  
Municipal Manager

\_\_\_\_\_  
President of Council



## 2021-22 Standard Billing Rate Schedule

### PROFESSIONAL AND TECHNICAL

Professional/Technical I	\$59
Professional/Technical II	\$71
Professional/Technical III	\$83
Professional/Technical IV	\$95
Professional/Technical V	\$107
Professional/Technical VI	\$119
Professional/Technical VII	\$131
Professional/Technical VIII	\$143
Professional/Technical IX	\$155
Professional/Technical X	\$167
Professional/Technical XI	\$179
Professional/Technical XII	\$191

## General Terms and Conditions

**Invoicing and Payment** Invoicing for this project will occur monthly as work is performed. Payment is due thirty (30) days after receipt of the invoice. The Gateway Engineers, Inc. (hereinafter referred to as "Gateway") must be notified in writing of any questions concerning an invoice within ten (10) days. Failure to do so within the prescribed time frame constitutes acceptance of the invoice. Gateway reserves the right to stop work immediately on any project and hold work in progress (if applicable), if an invoice is 60 days past due or older. If Gateway initiates legal proceedings to collect delinquent invoices, Gateway shall be permitted to recover all legal fees and costs associated with collecting such delinquent invoices.

**Rate Escalation** If the attached scope of work is performed on a time and materials basis and work extends beyond the calendar year of the acceptance of this contract, Gateway will adjust the hourly billing rates to its newly-adopted standard hourly rate schedule.

**Additional Work** If any additional work is required beyond the scope of the agreement, the cost for the additional work will be presented for your approval prior to commencement of work. Additional work may be completed under this contract upon receipt of an Additional Work Authorization Form signed by the Client. Additional work will be invoiced monthly as work is performed in accordance with the standard hourly rate schedule in force at that time.

**Direct Expenses** Printing/plotting costs for the project are not included in the proposal price. The cost for these services is \$0.20 per 8½x11 color laser copy, \$0.35 per 11x17 color laser copy, \$0.12 per square foot for prints, \$0.75 per square foot for color prints and \$0.95 per square foot for mylars.

**Subconsultants** In the completion of this contract, Gateway may use subconsultants at its discretion in order to complete the scope of work in a timely and efficient manner. The costs of these subconsultants are included in the estimated fee of the project, if provided.

**Work Product** All plans, specifications, letters, reports and other products provided by Gateway are intended to satisfy the scope of this project only. Gateway is not liable for the use of its work product by anyone for any purpose other than by the Client for this project and in accordance with this contract.

**Changed Conditions** Gateway will promptly notify the Client in writing if it discovers conditions or circumstances that were not contemplated at the commencement of this contract, which in Gateway's judgment significantly affect or may affect the services or the recommended scope of services. Subsequent to that notification, the Client and Gateway will either negotiate a revised scope and estimated fee or terminate the contract.

**Assumptions, Services and Information Provided By Others** This contract assumes the base conditions to be true as set forth in the proposal, and likewise assumes that services and/or information provided by the Client or their agents is accurate and in a useable form. If these assumptions are found to be untrue, an additional fee may be required to compensate Gateway for any extra work.

**Hazardous Materials** The Client agrees to advise Gateway about the presence of any known hazardous substances or any known condition existing in, on, or near the site presenting a potential danger to human health or the environment. Gateway does not have any responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.

**Access/Right of Entry** Unless otherwise agreed, the Client will provide access to the land and/or facilities for Gateway and its subconsultants. Gateway will take reasonable precautions to minimize damage to said land or facilities by its personnel and/or equipment.

**Termination** This contract may be terminated by either party upon fourteen (14) days prior written notice. In the event of termination, Gateway shall be compensated by the Client for all costs incurred and services performed up to and including the termination date.

**Limitation of Liability** Gateway, its shareholders, directors, officers, employees and agents, shall not be liable to the client for any special, consequential, incidental or penal losses or damages.

**Indemnification** Gateway agrees to indemnify and hold harmless the Client and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss to the extent caused by Gateway's negligent performance of services. The Client agrees to indemnify and hold harmless Gateway and its agents, subcontractors, directors, officers and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss arising from damage to subterranean structures or utilities unless correctly shown on plans furnished by the Client, or arising from any negligence, gross negligence or willful misconduct by the Client and/or its officers, directors, employees and agents.

**Insurance** During the terms of any contract which might result from this proposal, Gateway will have in force the following types of minimum insurance coverages: A) professional liability – \$4,000,000 per claim/\$4,000,000 aggregate limit, B) workman's compensation – statutory limits, C) general liability – bodily injury/property damage \$1,000,000 per occurrence, D) automobile liability – bodily injury/property damage \$1,000,000 combined; uninsured and under insured motorist \$35,000, and E) excess liability \$8,000,000.

**Laws and Severability** This contract shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania. If any part of this contract shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**Assignment** The Client and Gateway respectively bind themselves, their successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such parties with respect to all covenants of this contract. Neither the Client nor Gateway shall assign, sublet or transfer any interest in this contract without the consent of the other.