

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10451**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, ACKNOWLEDGING RECEIPT OF AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO TAKE ANY/ALL ACTIONS NECESSARY TO INCLUDE THE CALCULATIONS OF THE MINIMUM MUNICIPAL OBLIGATION FOR EACH OF THE CITY'S PENSION FUNDS FOR INCLUSION IN THE 2022 MUNICIPAL BUDGET.

WHEREAS, Pennsylvania law requires the inclusion of certain Minimum Municipal Obligations for Municipal Employees' Pension Funds in a Municipality's budgetary planning; and

WHEREAS Mockenhaupt Benefits Group has calculated the Minimum Municipal Obligation for each of the City Pension Funds as follows:

Firemen's Pension fund	MMO	\$526,195
Officers and Employees Pension Fund	MMO	\$268,249
Sewage Pension Fund	MMO	\$ 24,028
Police Pension Fund	MMO	\$466,501
Total Minimum Municipal Obligation	MMO	\$1,284,973

WHEREAS, the Minimum Municipal Obligation calculations are attached and conform with the provisions of Chapter 3 of Act 205 of 1984; and

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that receipt of the Minimum Municipal Obligation for the 2022 City Budget is hereby acknowledged and that the Interim City Manager and/or his designee is directed and authorized to take any/all actions necessary to include the calculations for the Minimum Municipal Obligation for each of the City's Pension Funds in the 2022 Municipal Budget.

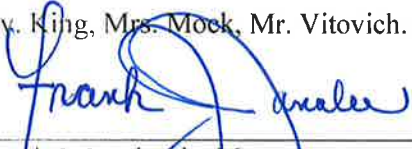
ADOPTED:

September 29, 2021

By the following Vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10451 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN FIREMEN'S PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2022 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	15.455%
2. Estimated 2021 Payroll for Active Participants	\$ <u>1,694,306</u>
3. Normal Cost (A1 x A2)	\$ <u>261,855</u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 261,855
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	62,689
4. Amortization Payment, if any ^	<u>295,616</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u>620,160</u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 620,160
2. Anticipated Employee Contributions	93,965
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u>526,195</u>

^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired and a 2020 bond issue.

NOTES:

1. 2022 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2022 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2022 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

10/4/21

Date

Prepared using the January 1, 2019 Valuation.

**CITY OF JOHNSTOWN OFFICERS AND EMPLOYEES PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2022 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	10.319%
2. Estimated 2021 Payroll for Active Participants	\$ <u>1,496,571</u>
3. Normal Cost (A1 x A2)	\$ <u>154,431</u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 154,431
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	59,863
4. Amortization Payment, if any ^	<u>128,784</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u>343,078</u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 343,078
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	74,829
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u>268,249</u>

^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired and a 2020 bond issue.

NOTES:

1. 2022 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2022 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2022 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

10-4-21

Date

Prepared using the January 1, 2019 Valuation.

**CITY OF JOHNSTOWN BUREAU OF SEWAGE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2022 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	0.000%
2. Estimated 2021 Payroll for Active Participants	\$ <u>0</u>
3. Normal Cost (A1 x A2)	\$ <u><u>0</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 0
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	17,260
4. Amortization Payment, if any ^	<u>6,768</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>24,028</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 24,028
2. Anticipated Employee Contributions	0
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>24,028</u></u>

^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired and a 2020 bond issue.

NOTES:

1. 2022 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2022 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2022 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

10-4-21

Date

Prepared using the January 1, 2019 Valuation.

**CITY OF JOHNSTOWN POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2022 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	14.792%
2. Estimated 2021 Payroll for Active Participants	\$ <u>1,817,885</u>
3. Normal Cost (A1 x A2)	\$ <u><u>268,902</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 268,902
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	74,533
4. Amortization Payment, if any ^	<u>215,328</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>558,763</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 558,763
2. Anticipated Employee Contributions	92,262
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>466,501</u></u>

^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired and a 2020 bond issue.

NOTES:

1. 2022 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2022 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2022 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

10-4-21

Date

Prepared using the January 1, 2019 Valuation.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10452

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
JOHNSTOWN, PENNSYLVANIA ENTERING AN AGREEMENT WITH THE
EADS GROUP, INC. FOR DESIGN AND CONTRACT ADMINISTRATION
FOR STORMWATER REPAIRS ALONG FAIRFIELD AVENUE AND
AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL
ACTIONS NECESSARY TO EFFECTUATE SAME.**

WHEREAS, the City Council of the City of Johnstown, Pennsylvania finds it to be in the City's best interest to retain The EADS Group, Inc. to provide design services and inspection with respect to necessary repairs to the Fairfield Avenue stormwater line; and

WHEREAS, the City desires to enter into an Agreement specifically delineating the role of The EADS Group, Inc. relative to the design and inspection of said project.

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager and/or his designee is hereby authorized and directed to execute, on behalf of the City of Johnstown, the attached agreement with The EADS Group, Inc. for design services and inspection for repairs to the Fairfield Avenue stormwater pipe.

ADOPTED:

September 29, 2021

By the following Vote:

Yeas: Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone. (7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10452** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 29, 2021 ("Effective Date") between the City of Johnstown, Cambria County, Pennsylvania ("Owner") and The EADS Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: The project will replace approximately 4,000 linear feet of storm sewer facilities on Fairfield Avenue between the municipal boundary with Lower Yoder and the Norfolk Southern underpass (excluding the stream crossing near J Street), within the City of Johnstown, Cambria County, Pennsylvania ("Project"). The scope of work is more specifically described in the Civil Engineering Services Proposal dated September 1, 2021 and signed by the City on September 15, 2021 (attached to this agreement as reference).

Engineer's services under this Agreement are generally identified as follows: Professional Engineering services associated with the field verification, design, permitting (PENNDOT HOP), change order coordination, construction consultation, and resident project representative services for the project as described above ("Services"). The engineering services are more specifically described in the Civil Engineering Services Proposal dated September 1, 2021 and signed by the City on September 15, 2021 (attached to this agreement as reference).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Approximately twelve (12) months from the notice to proceed.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will

Appendix 1, Standard Hourly Rates Schedule.

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expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Engineer's Direct Labor Costs times a factor of 3.0*

- A. Owner shall pay Engineer for Basic Services (Design and Construction Consultation) as follows:
 - 1. An estimated fee of \$36,500.
 - 2. In addition to this amount, reimbursement for the following expenses: none anticipated.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon the hours each employee type completed work during the billing period. This amount will not be exceeded without prior written approval by the Owner.

Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.0 for Additional Services provided by Engineer's employees, plus reimbursement for expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits. The total compensation for Additional Services is estimated to be \$42,000, plus the cost of permit related fees. This amount will not be exceeded without prior written approval by the Owner.

Summary of the Total Estimated Additional Services is as follows:

- 1. PENNDOT HOP - \$3,500.00 (excludes any hydraulic studies)
- 2. Change Order between Contractor and Owner - \$2,500
- 3. Resident Project Representative - \$36,000 (based on 480 hours at \$75 per hour)
- 4. Additional Services not listed above – to be determined by Owner via amendment

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,

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- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Appendix 1, Standard Hourly Rates Schedule.

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- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants 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 the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

Appendix 1, Standard Hourly Rates Schedule.

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1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$150,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional 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; (2) advising Owner, 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; (3) providing surety bonding or insurance-related advice, recommendations, counseling,

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or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

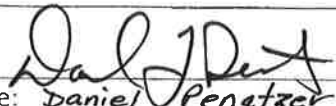
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

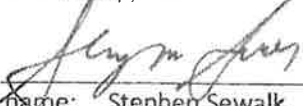
- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5101 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.; or (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.

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

Owner:
City of Johnstown

By: 
Print name: Daniel Penatzer
Title: Interim City Manager
Date Signed: 10-4-21

Engineer:
The EADS Group, Inc.

By: 
Print name: Stephen Sewalk
Title: Vice President
Date Signed: 9/20/21
Engineer License of Firm's Certificate No. (if required):
PE054223E
State of: PA

Address for Owner's receipt of notices:
Daniel Penatzer, Manager
401 Main Street
Johnstown, PA 15901

Address for Engineer's receipt of notices:
Kyle Fritz, Department Manager
227 Franklin Street, Suite 300
Johnstown, PA 15901