

**CONTRACT AGREEMENT
BETWEEN**

DOC FRITCHEY CHAPTER TROUT UNLIMITED

AND

CLEAR CREEKS CONSULTING, LLC

THIS AGREEMENT made this 6th day of November in the year of 2021 by and between Clear Creeks Consulting, LLC, hereafter referred to as Contractor, and the Doc Fritchey Chapter Trout Unlimited, a non-profit organization incorporated in Pennsylvania, hereafter referred to as DFTU.

WHEREAS, DFTU has appointed Contractor to furnish the professional services outlined in Exhibit A - Clear Creeks Consulting, LLC Scope of Work to conduct topographic surveys, field studies and hydrologic and hydraulic studies, develop a restoration design, and obtain local, state and federal permits for the restoration of approximately 1,430 linear feet of stream along Killinger Creek on the Huber and Burkholder Properties in South Annville Township, Pennsylvania, hereinafter referred to as Project.

WHEREAS, funding for Project shall be provided through a grant from The Conservation Fund. To avoid undue delays in payment of Contractor's invoices, DFTU shall ensure sufficient funds have been deposited in an account established by DFTU prior to a written notice to proceed being given to the Contractor.

WHEREAS, the landowners along the reaches of Killinger Creek to be affected by implementation of the Project are not parties to this agreement, DFTU will coordinate with the landowner to obtain all agreements and access permission necessary for the Project to proceed.

WITNESSETH

DFTU and the Contractor, in consideration of the performance on their respective parts of the several provisions herein contained, and intending to be legally bound, agree as follows:

ARTICLE 1 - GENERAL

The Contractor shall hold harmless DFTU for any personal injuries sustained by the Contractor's personnel or for the loss of or damage to Contractor's equipment, materials, and supplies resulting from the execution of this Project.

ARTICLE 2 - RESPONSIBILITY OF THE CONTRACTOR

2.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of the base maps, hydrologic and hydraulic analysis, field data collection, design plans, design report and permit applications furnished by the Contractor under this agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his data, base maps, report, designs, drawings, or final plans.

2.2 The rights and remedies of DFTU provided for under this agreement are in addition to any other rights and remedies provided by law.

ARTICLE 3 - SCOPE OF WORK AND SCHEDULE

3.1 The Contractor's Scope of Work dated January 20, 2021 attached as Exhibit A is hereby made part of this agreement. The generalized tasks for the project are:

1. Topographic Survey and Base Map Preparation
2. Hydrologic and Hydraulic Analysis
3. Field Studies and Design Criteria
4. Preliminary Design
5. Final Design and Final Design Report
6. Erosion and Sediment Control Plans and Construction Documents
7. Local, State and Federal Permit Applications

3.2 The Contractor will complete all work in accordance with the Work Schedule dated January 20, 2021 attached as Exhibit B is hereby made part of this agreement.

ARTICLE 4 - RESPONSIBILITY OF DOC FRITCHEY TROUT UNLIMITED

4.1 DFTU shall be responsible for ensuring that the Landowner Agreement Letters have been obtained from the participating landowner along the project area.

4.2 DFTU shall be responsible for ensuring that the participating landowner along the project area has granted the Contractor access for purposes of conducting the topographic survey, collecting field data and conducting pre-application site visits with the permitting agencies.

ARTICLE 5 - TERMINATION

Should the project be abandoned or terminated prior to completion, DFTU shall pay the Contractor the proportionate share of the fee earned at the time of termination. No amount of fee shall be allowed for anticipated profit for work not performed.

ARTICLE 6 - PAYMENT

6.1 DFTU covenants and agrees in consideration of the Contractor's professional services called for by Article 3 to pay the Contractor for such services as detailed herein and in the attached Scope of Work.

- 6.2 Costs for the Contractor's professional services are indicated in the Contractor's Scope of Work and shall include professional fees only. Travel (including mileage) and miscellaneous reimbursable expenses are not included.
- 6.3 Unless agreed to by DFTU, the total Professional Fee payable to the Contractor under this agreement shall not exceed One Hundred Twenty Nine Thousand Five Hundred Ninety Five Dollars and No Cents (\$129,083.00) for the Project.
- 6.4 The Contractor shall invoice DFTU on a monthly basis as the work proceeds. Costs by subtask as outlined in the Scope of Work include: professional fees only. The monthly invoice will include the professional fee from the Scope of Work applicable to that portion of the work completed during the preceding month. DFTU shall remit payment within sixty (60) days of receipt of an invoice.
- 6.5 Final payment of the Contractor shall be made upon completion and acceptance of the professional services specified under the terms of this agreement.
- 6.6 No additional work shall be performed without written authorization from DFTU.

ARTICLE 7 - NOTICES

It is agreed that all notices that are required to be given by either party to the other may be either personally delivered or sent by registered or certified mail, return receipt requested, properly addressed and postage prepaid to the addresses for the parties herein given unless another address shall have been substituted for such by notice in writing. Such notice shall be addressed or delivered to:

Contractor:	Clear Creeks Consulting, LLC 1317 Knopp Road Jarrettsville, Maryland 21084
DFTU:	Doc Fritchey Chapter Trout Unlimited P.O. Box 227 Palmyra, PA 17078

ARTICLE 8 - VOIDABLE PROVISIONS

It is agreed that if any provisions of this Agreement shall be determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one (1) of which would render the provision valid, then the provision shall have the meaning which renders it valid.

ARTICLE 9 - INTEGRATION

This Agreement, including any Exhibits that may be attached hereto, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding

the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

ARTICLE 10 - NONASSIGNMENT

The Contractor is not to assign any work specified in this agreement to any other person, partnership, corporation, or other entity without the expressed written permission from DFTU.

ARTICLE 11 – HOLD HARMLESS/INDEMNIFICATION

11.1 The Contractor shall hold harmless and indemnify DFTU from any and all losses and/or claims, which may result, directly or indirectly, from the project, the execution of this agreement and/or any act of omission of the Contractor. The Contractor further agrees that he shall hold harmless and indemnify any and all officers, directors, employees, and/or members, jointly or separately, of DFTU from any and all losses and claims which may result, directly or indirectly, from the project the execution of this agreement and/or any act of omission of the Contractor.

11.2 The Commonwealth of Pennsylvania through the Department of Environmental Protection shall not be responsible for any loss of life, personal injury, or property damage of any kind in performing and completing the work of the project. Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against any damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits and actions by any party against the Commonwealth in connection with the work performed by Contractor.

TOTAL AGREEMENT Professional Fee \$129,083.00

IN WITNESS, the parties have executed this Agreement by causing the same to be signed on the day and year above written.

DOC FRITCHEY CHAPTER TROUT UNLIMITED

CLEAR CREEKS CONSULTING, LLC

By: RW Collins

By: Rocky O. Powell

Name: Russell W. Collins

Name: Rocky O. Powell

Title: Immediate Past President

Title: President

Date: 11/6/2021

Date: 11/6/2021