

CLIENT CONTRACT GENERAL TERMS AND CONDITIONS

DEFINITIONS: "MICHAEL BAKER" shall mean Michael Baker International, Inc. and "CLIENT" shall mean Lower Paxton Township, the Client as named in this Agreement. "Project" is as described in Exhibit A.

STANDARD OF CARE: The standard of care applicable to MICHAEL BAKER's services shall be that degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as MICHAEL BAKER provides to CLIENT under this Agreement.

COMPENSATION AND PAYMENT: The CLIENT shall compensate MICHAEL BAKER for the Work to be performed under this Agreement on Time and Materials basis at a total cost not to exceed FIFTY-NINE THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS and TWENTY-FOUR CENTS (\$59,256.24). The CLIENT will be billed on a monthly basis. MICHAEL BAKER reserves the right to suspend work pursuant to this Agreement should any invoice remain unpaid beyond sixty (60) days after the date of the invoice.

TIME OF PERFORMANCE: MICHAEL BAKER shall commence work upon receipt of written notice to proceed from CLIENT and shall complete the work within the time period set forth in this Agreement, subject to any delays caused by CLIENT, other agencies involved in the work or any other parties, force majeure or events not under the control of MICHAEL BAKER.

MODIFICATIONS: If CLIENT requires modifications and/or changes caused through no fault of MICHAEL BAKER, and if such modifications and/or changes are required after services have been performed, or in the event CLIENT desires additional work not covered by this Agreement, MICHAEL BAKER shall perform such work as ordered by CLIENT in writing and shall be paid for such work as may be agreed between CLIENT and MICHAEL BAKER, or on the basis of direct payroll costs chargeable to such work plus overhead in effect at the time of performance applied to the total of all such payroll costs plus profit.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by CLIENT prior to the completion of this Agreement, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension, plus reasonable profit and termination costs.

LEGAL COST, PERMITS, FEES, ETC: CLIENT shall furnish or compensate MICHAEL BAKER for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by MICHAEL BAKER.

INDEMNIFICATION: Except as stated below, MICHAEL BAKER shall indemnify and save harmless CLIENT from third-party claims, lawsuits or direct losses relating thereto that are solely caused by MICHAEL BAKER's negligence in the performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances on the Project, including removal, disposal or cleanup or environmental liability, CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, CLIENT agrees to limit MICHAEL BAKER's liability to CLIENT and to all construction contractors or subcontractors on the Project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to MICHAEL BAKER's negligence, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of MICHAEL BAKER to all those named shall not exceed \$100,000 or the total fee paid for MICHAEL BAKER's services rendered on the Project, whichever is less.

WAIVER OF CONSEQUENTIAL DAMAGES: Under no circumstances shall MICHAEL BAKER be liable to CLIENT for any consequential damages, including but not limited to loss of use or rental, loss of profit, loss of revenue, loss of customers or contacts, or cost of any financing, however caused, including MICHAEL BAKER's fault, whether such a claim sounds in contract, warranty, tort (including negligence), strict liability or otherwise.

COMPLIANCE WITH LAW: MICHAEL BAKER shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

SUPPLEMENTS TO AGREEMENT. The following exhibits are an integral part of this Agreement:

Exhibit A Scope
Exhibit B Price

SEVERABILITY: If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

DEFENSE OF CLAIMS: In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, CLIENT agrees to compensate MICHAEL BAKER for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which MICHAEL BAKER is a party nor to cases where such services are part of the agreed scope of services.

FORCE MAJEURE: MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of CLIENT or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER. The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any such impacts to MICHAEL BAKER's performance.

REUSE OF WORK PRODUCT: Any reuse of MICHAEL BAKER's work product without written verification or adaption by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting therefrom. Any such verification or adaption will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.

DEBARMENT CERTIFICATION: By entering into this Agreement, the parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.

ENTIRE AGREEMENT AND APPLICABLE LAW: This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, supersedes all other agreements pertaining thereto, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. To the fullest extent permitted by law, this Agreement shall be governed by Pennsylvania law, excepting conflicts of law principles.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from CLIENT):

MICHAEL BAKER

By: _____ Date: _____

Name/Title: Steven L. Barber, PE, Principal-in-Charge

CLIENT: RL
By: RL

Date: 1-21-2025

Name/Title: Robin Lindsey, Chair, Lower Paxton Township Board of Supervisors

