



Herbert, Rowland & Grubic, Inc.  
220 West Kensing Drive, Suite 100  
Cranberry Township, PA 16066  
724.779.4777  
www.hrg-inc.com

Via Email

June 5, 2024

Mr. Larry Spangler, Supervisor Chair  
Connoquenessing Township  
102 Township Drive  
Renfrew, Pennsylvania 16053

Re: Proposal for Professional Engineering Services  
Township Sewage Facilities Plan Update (Act 537 Plan)

Dear Mr. Spangler,

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following AGREEMENT to Connoquenessing Township (Township) to provide Engineering and Planning Services in response to your verbal request on April 23, 2024.

### **GENERAL PROJECT DESCRIPTION**

The Township received a draft Consent Order and Agreement (COA) from the Pennsylvania Department of Environmental Protection (DEP) and negotiated modifications to said COA. It is anticipated that the Township shall take action on the COA on June 5, 2024 and agree to execute the COA. Within the COA is a schedule that the Township will be required to abide by for the preparation, adoption, and submission of a revised Sewage Facilities Plan (Act 537 or Plan). The Plan shall be a comprehensive document, prepared consistent with all requirements of the Act 537 Plan Content Checklist, for the study area as defined previously by the existing adopted Plan. Direction from the DEP has indicated that the Township shall, at minimum, examine sewage plan alternatives that address the Route 68 corridor, Kriess Road, and Winterwood Drive. It is anticipated that alternatives will also address additional areas of the Township that were previously examined under the existing Plan and through the study work prepared by Senate Engineering, HRG, and Gibson Thomas Engineering.

### **SCOPE OF SERVICES – REFER TO EXHIBIT 1**

### **COMPENSATION**

Phase 02

We propose to complete this work, identified in Exhibit 1, Phase 02 for a Lump Sum of:

\$110,000      All Inclusive (Includes Labor and Typical Expenses)

The work will be subject to the attached General Conditions, Exhibit 2. Our policy is to render invoices monthly based on the percentage of completion.

## Phases 03, 04, 05, and 06

We propose to complete this work, identified in Exhibit 1, Phases 03, 04, 05 and 06 on an Hourly Basis with estimated fees as follows:

Phase 03:	Sewage Needs Survey Assistance	\$ 5,000
Phase 04:	Agreement Negotiation	\$20,000
Phase 05:	Financing Services	\$10,000
Phase 06:	Miscellaneous Services	\$15,000

This work will be subject to the attached General Conditions, Exhibit 2, and our current Fee Schedule, Exhibit 4 and Billable Expense Schedule, Exhibit 5. Our policy is to render invoices monthly based on the time and expenses incurred. When the cumulative compensation reaches 75% of the estimated compensation, HRG will notify the CLIENT of any adjustments to the estimated total.

Note that the General Conditions included with this proposal are the same as those previously negotiated with your solicitor.

## COMPLETION

The CLIENT and HRG agree that they will endeavor to complete the outlined services within 365 days of receipt of your execution of this AGREEMENT or from the date of the executed Consent Order and Agreement. HRG and CLIENT hereby agree that delays resulting from regulatory agencies, negotiations with third parties, or the inability of the Township to adopt the prepared Plan may impact HRG's ability to meet the schedule.

## AUTHORIZATION

We have developed this AGREEMENT specifically with your project needs in mind. To execute this AGREEMENT and indicate your acceptance of these terms, and authorize the work to begin, please sign the CLIENT acceptance below and return a copy to our office.

This AGREEMENT and all attachments constitute an offer to enter into a contract with you. By having an authorized individual execute this AGREEMENT, you agree that you have read and understand this proposed AGREEMENT and all of its attached Exhibits and that you agree to all of the terms.

This AGREEMENT shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the AGREEMENT after the end of the 30-day period shall be valid only if HRG elects, in writing, to reaffirm the AGREEMENT and waive its right to reevaluate and resubmit the AGREEMENT.

If you have any questions concerning our AGREEMENT, including the attached exhibits, please feel free to contact me to discuss them in greater detail. We appreciate the opportunity to provide you with professional services in this capacity and look forward to working with you on this project.

Very truly yours,

Herbert, Rowland & Grubic, Inc.



Chad E. Hanley, P.E.  
Group Manager | Water & Wastewater

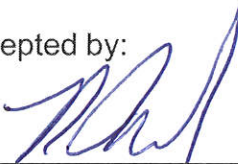
Connoquenessing Township  
Sewage Facilities Plan Update Proposal  
June 5, 2024

CEH/kmg  
P001742.0426

Project\0017\001742\_0426\Admin\Control\Proposal\June 2024 Proposal\2024.06.05 Act 537 Plan Proposal.docx

Enclosures

Accepted by:



\_\_\_\_\_  
CLIENT - CONNOQUENESSING  
TOWNSHIP

Vice-Chairman  
TITLE

6/7/24  
DATE

**Proprietary Notice**

This AGREEMENT contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This AGREEMENT was prepared in response to your request for your specific project and no portion of this AGREEMENT may be shared with any other party.

## EXHIBIT 1

### SCOPE OF SERVICES

In order to meet your needs as outlined in the above paragraph, HRG proposes the following scope of services:

#### Phase 01: Act 537 Planning Review

- Previously authorized on November 1, 2023 and scope is now considered complete.

#### Phase 02: Sewage Facilities Plan Preparation

- HRG shall, within 30 days of date of Consent Order and Agreement (COA), submit written notice to the Pennsylvania Department of Environmental Protections (DEP) notice of intent to revise the Plan.
- HRG shall prepare and submit a written summary of Plan preparation progress approximately one (1) week in advance of each monthly Township Supervisors meeting throughout the duration of this scope.
- HRG shall prepare a sewage facilities plan update consistent with the requirements of DEP's Act 537 Plan Content and Environmental Assessment Checklist. Previous work under the referenced existing Plan and studies prepared by multiple engineers shall be referenced for use in preparation of the sewage facilities plan update; however, it is anticipated that this new document shall stand-alone from those documents and will contain the latest information available. The Plan content shall include:
  - Table of Contents
  - Plan Summary identifying the following key points:
    - Study area and problems evaluated
    - Consistency documentation
    - Implementation schedule
    - Proof of Publication
    - Planning Commission comments and responses
    - Public comments and responses
    - Municipal adoption by resolution
  - Description of previous wastewater planning
  - Physical and demographic analysis including narratives and mapping that demonstrate the following:
    - Municipal, Study, and Planning boundaries
    - Physical characteristics (topography, lakes, streams, and drainage basins)
    - Soils
    - Known potable water sources
    - Wetlands from NWI mapping
  - Existing sewage facilities descriptions, mapping, and needs identification including:
    - Existing treatment facilities (package plants)
    - Existing sewer areas (tributary to package plants)
    - Existing sewer areas to publicly owned treatment works (POTW)
    - Location of outfalls
    - Locations of small flow treatment systems

- Municipal operation and maintenance requirements for privately owned systems
- Incorporation of sewage disposal needs identification study into mapping, prepared by others and under Phase 03 scope
- Identification of known sludge and septage generation and disposal locations
- Future growth and land development projections
- Alternative identification
  - It is understood that HRG shall build upon previous alternatives identified and focus on the areas of interest as identified by the DEP and the sewage needs survey.
- Evaluation of alternatives
  - Utilizing criteria set by the Supervisors, DEP, and the Plan content requirements, HRG shall prepare an objective evaluation of the identified alternatives and identify a selected alternative.
  - Criteria for evaluation shall include, but may not be limited to:
    - Technical feasibility
    - Resolution of identified needs
    - Environmental impact considerations
    - Present worth analysis
    - Funding and user rates
    - Phased implementation
- Institutional evaluation
- Implementation schedule and chosen alternative justification
- Uniform Environmental Report and Cost-Effectiveness
  - It is anticipated that the project may include funding from PennVEST and, therefore, a Uniform Environmental Report (UER) and Cost-Effective Analysis are required to be submitted with the Plan; HRG shall prepare the UER and Cost Effectiveness Analysis and include in the submission to DEP.
- HRG shall prepare the public advertisement of the Plan and provide two (2) hard copies that shall be available at the Township office for public inspection. Additionally, PDFs of all documents shall be provided for posting on the Township webpage.
- At the conclusion of the public comment period, HRG shall assemble all public comments and prepare responses to be included within Plan submission to DEP; HRG will make minor adjustments to the Plan as a result of public comment responses; however, it was assumed, in the preparation of the fee for this phase, that significant changes including the creation of additional alternatives or a change in the selected alternative will not be made. Should the Supervisors instruct HRG to prepare additional alternatives or change the selected alternative after the public comment period, additional fee may be required.
- HRG shall assist the Solicitor in preparation of the Resolution of Adoption; and once the Plan is adopted, HRG shall submit the Plan to DEP.
- HRG shall respond to questions from DEP on the Plan and make minor modifications to the Plan at the request of DEP if necessary. It is assumed that any requests from DEP will be for format of Plan or detail of content that will neither materially change the Plan, nor require readvertisement of the Plan.

### Phase 03: Sewage Needs Survey Assistance

- Included in the COA is a requirement that the Township conducts a sanitary survey within 150 days of the date of the COA. HRG understands that the Township shall engage a third party to conduct this survey and that HRG may be asked to assist with:
  - evaluation of cost proposals,
  - guidance on survey requirements and procedures,
  - guidance on required survey area,
  - review of proposed survey documentation methods / standards, and
  - compiling received data into a presentable format.
- The inclusion of survey results (i.e. locations of surveyed properties, confirmed malfunctions, and suspected malfunctions) shall be shown on the mapping produced for the Plan, and is included in the Phase 02 scope.

### Phase 04: Agreement Negotiation

- HRG shall participate in negotiations of Agreements or Memorandum of Understandings (MOU) as may be required during the preparation of the Plan; these negotiations may include:
  - Intermunicipal Agreements for sewage service or infrastructure installed outside of Connoquenessing Township boundaries.
  - Agreements for collection, conveyance, and/or treatment of sanitary sewage.
  - Agreements / MOUs for operation and maintenance services for sanitary sewer system.
  - Agreements / MOUs for the utilization of existing sanitary sewer infrastructure.
  - Other agreements / MOUs as identified.

### Phase 05: Financing Services

- HRG shall provide financial related services as requested that may include the following:
  - Preparation of grant or funding applications as identified.
  - Assistance with grant and funding advocacy.
  - Preparation of materials specifically for use to support funding applications.
  - Preparation of funding requisitions for received funding.
  - Preparation of update reports required by received funding.
  - Other financial related services as requested.

### Phase 06: Miscellaneous Services

- This phase shall be utilized for all other out-of-scope services that otherwise don't fall into the scope descriptions of phase 02, 03, 04, or 05. Examples can include:
  - Preparation and submission of quarterly COA progress reports.
  - Attendance at meetings not specifically described above and as requested.
  - Field verification of any physical features or investigation of existing infrastructure condition.
  - Potential future customer flow rates or EDU assessments.
  - Specific conversations regarding future development beyond desktop analysis of growth rates.
  - Other related work as agreed to by Supervisors.

## EXHIBIT 2

### GENERAL CONDITIONS

1. **INTENT.** These General Conditions set forth the terms and conditions of the contract to which they are attached. These conditions are applicable to that contract and control absent language to the contrary in the contract.
2. **LEGAL EFFECT.** The terms of this AGREEMENT are legally binding and have legal consequences. Both HRG and CLIENT have had legal counsel review this AGREEMENT or understand that they have the right to have legal counsel review this AGREEMENT and have chosen not to do so. This AGREEMENT is fully integrated and no promises, representations or other statements made by either Party prior to the date of this AGREEMENT are binding upon either party or may be used for any purpose whatsoever.
3. **PERFORMANCE OF PROFESSIONAL SERVICES.** The services that HRG will provide on this Project are Professional Services subject to the ordinary Standard of Care applicable to Professionals practicing in the project area at the time these services are provided. There are no warranties or guarantees in any respect. CLIENT recognizes that HRG's Professional Services may be provided in part by Sub-consultants of HRG's choice, who shall be disclosed to the CLIENT, for whose Professional Services HRG assumes the same responsibility as if those services were performed by HRG. CLIENT recognizes that HRG 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 published technical standards.
4. **NO DUTY TO SUPERVISE OR CONTROL CONSTRUCTION.** If this AGREEMENT involves construction of a Project, the construction of the Project shall be under the sole direction, supervision and control of the Prime Contractor(s) and HRG shall have no duty or authority to assume direction, supervision or control of the work of any contractor. HRG shall have no responsibility or liability for acts, omissions or errors of any Contractor, Subcontractor or Supplier.
5. **ASSIGNMENT.** Neither HRG nor CLIENT shall assign their respective duties nor responsibilities under this AGREEMENT except by written supplement to this AGREEMENT or as either may be required to do so as a matter of law. Nothing in this Article contradicts the provisions of Article 3 permitting subcontracting of services by HRG as is appropriate.
6. **TIME OF PERFORMANCE.** HRG will perform its services in a reasonably timely manner unless there is a specific time for performance set forth in the AGREEMENT or Exhibit 1. If Construction Phase services are included in the scope, Construction Administration Services begin on the date a Notice to Proceed to the contractor (or date of award, depending on whether pre-construction services are included) is issued and terminates after the number of Contract Days identified as the contract term in the Construction Contract. If the Construction Contract is a multiple prime contract project, the time for HRG's performance shall be the number of contract days in the General Contract for Construction (alternately set forth the number of days). The compensation for HRG's services have been agreed to in anticipation of the orderly and continuous progression of the work. If the time of performance is exceeded through no fault of HRG, the compensation shall be subject to equitable adjustment.
7. **CLIENT RESPONSIBILITIES.** CLIENT agrees to cooperate with HRG in providing timely information and documentation as requested; access to the work site as necessary and prompt, complete and reasonable review of design or other documents requiring review and approval. Any required approvals shall not be unreasonably delayed or withheld.
8. **DELAYS.** CLIENT and HRG agree that delays in the performance of HRG's work which are caused by circumstances beyond the control of HRG shall operate to extend the time for HRG's performance. Unless CLIENT specifies, and HRG agrees in writing, to a specific time for performance, CLIENT waives any claim against HRG for damages caused or allegedly caused by delays in performance of this AGREEMENT by HRG.
9. **PAPER DOCUMENTS.** If the scope of services includes production of paper document deliverables, HRG will produce paper document deliverables in printed form at each stage of CLIENT's review solely for review and comment by CLIENT. Final paper document deliverables in a number specified in the AGREEMENT will be produced by HRG.
10. **INSTRUMENTS OF SERVICE.** All documents (hard copy or electronic) produced by HRG, at any stage of HRG's work under this AGREEMENT, are instruments of service and HRG retains the exclusive ownership of and copyright on them. During bidding, construction, and commissioning and testing of the Project, CLIENT and CLIENT's contractors will have a limited license to use the Construction Documents to complete the Project. Upon completion of the Project, CLIENT will retain a further license as necessary for the maintenance and repair of the Project.

CLIENT shall have no license at any time to use the Instruments of Service created for this Project for use on another Project or for any purpose other than use in routine maintenance of the final Project. In the event that CLIENT wishes to change, modify or add to the Project, HRG will grant in writing a limited license to CLIENT to use the Drawings created for this Project for reference purposes only in the design of the changes, modifications or additions. That limited license shall be subject to terms appropriate to protect HRG's ownership and to protect and indemnify HRG against any legal liability for the design and construction of any changes, modifications or additions. Additionally, a request for a limited license shall not be unreasonably withheld.

Connoquenessing Township  
Sewage Facilities Plan Update Proposal  
June 5, 2024

Any use of HRG's Instruments of Service that is not authorized pursuant to this AGREEMENT or any addition or modification to this AGREEMENT or any other unauthorized use, shall subject the CLIENT to liquidated damages in an amount equal to the fee for design as set forth herein.

11. ELECTRONIC DOCUMENTS. Electronic Documents include correspondence, computer program files (i.e. Word, Excel, computer aided design and drafting CADD, etc.), documents, text data, drawings, information, graphics, or any other item in electronic media or digital format. HRG will not provide copies of Electronic Documents to CLIENT or to another entity except upon the written request of CLIENT and subject to the following conditions:

- a. CLIENT and HRG may transmit, and shall accept, Project-related Electronic Documents in electronic media or digital format, directly, or through access to a secure Project website. If the scope of services does not establish an Electronic Documents Protocol for Electronic transmittal, then CLIENT and HRG shall jointly develop such protocols.
- b. CLIENT agrees the Electronic Documents are not certified documents. HRG, by delivering the Electronic Documents to CLIENT, makes no express or implied guarantees or warranties as to the files' accuracy, title, non-infringement, and completeness, or merchantability and fitness for any purpose.
- c. When transmitting items in Electronic Documents, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from that used in the drafting or transmittal of the items, or from these established in applicable transmittal protocols.
- d. CLIENT shall waive all claims against the design professional arising from unauthorized changes to or use of the Electronic Documents.
- e. CLIENT acknowledges that differences may exist between the Electronic Documents and the signed and sealed documents, and where such conflicts exist, the signed and sealed hard-copy control.
- f. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to release HRG from any liability for errors in the electronic documents or difference between the electronic documents and the published and sealed printed Documents.
- g. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to indemnify, defend and hold HRG harmless from and against any claims by third parties against HRG based on or allegedly based on (1) reliance on the electronic documents, or (2) arising from changes made to the CAD files by anyone other than the design professional, or (3) the transfer or reuse of the CAD files by anyone without the prior written consent of HRG.
- h. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied agree to remove any signatures, seals and other identification of HRG or any employee, servant or agent of HRG from any paper documents or electronic reproductions produced from the supplied electronic documents.
- i. CLIENT and/or any other party to which CLIENT requests Electronic Documents be supplied stipulate that any and all bids, takeoffs, estimates or other decisions made in the process of bidding, proposing and construction of the process were made in reliance on the signed and sealed Construction Drawings and not in reliance on any electronic documents.

12. INDEMNIFICATION. Each party agrees to indemnify the other, its agents, servants, employees, insurers, officers, directors and any affiliated entities to the full extent allowed by law against any liability, loss, award, verdict or other imposition of financial responsibility, including statutory interest which is incurred as the result of the others negligence or intentional act, but only to the extent and in the percentage of liability determined by a legally constituted finder of fact and embodied in a final judgment entered against the Indemnitor.

If either party is found to have liability to a third party to which the provisions of this clause may apply; then upon written request by that party, the parties agree to mediation to determine whether and to what extent the other party is responsible to indemnify it under this clause.

13. ADDITIONAL SERVICES. HRG shall be entitled to additional compensation if:

- a. CLIENT requests that HRG perform additional services;
- b. The Contract time is extended for any reason beyond the control of HRG;
- c. HRG is required to perform additional services for any reason other than its own negligent act or omission; or
- d. The services are necessary to prevent delay to the Project, damage to the Project or other property or to prevent death or injury to any persons.



Connoquenessing Township  
Sewage Facilities Plan Update Proposal  
June 5, 2024

The amount of such fee shall be as agreed to by the parties and pursuant to the fee schedule (Exhibit 4). If no such agreement can be reached, HRG shall provide services and payment therefor shall be determined pursuant to the Dispute Resolution terms set forth herein.

14. **CONSTRUCTION COST AND OPINIONS OF COST.** The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by HRG, but it will not include HRG's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this AGREEMENT so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT. Construction Cost is one of the items comprising Total Project Costs.

Since HRG has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, HRG's opinions of probable Total Project Costs and Construction Cost represent HRG's best judgment as an experienced and qualified professional and familiarity with the construction industry. HRG cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by HRG. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator.

15. **PAYMENTS.** Invoices will be submitted by HRG on a monthly basis as the work proceeds. Payments will be due and payable in full on receipt of an invoice by CLIENT without retainage, payment will not be contingent upon receipt of funds from third parties or should not be held as an offset to any alleged dispute. If fees are not paid in full within 60 days of the date of the invoice, HRG reserves the right to pursue all remedies, including withdrawing certifications, stopping work on three (3) days' prior written notice, to withhold submission (to CLIENT or any third party, municipality, or agency) of any plans or other documents and retaining all documents without recourse. If at any time an invoice remains unpaid for a period in excess of 60 days, interest of the rate of 1.5% per month will be charged on past-due accounts. CLIENT agrees to indemnify and hold harmless HRG from and against any and all reasonable fees, expenses and costs incurred by HRG including, but not limited to, court costs, arbitrators and attorneys' fees and other claim related expenses incurred in the collection process.

All invoicing will be substantiated by HRG cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions. Any increase in HRG's cost after the effective date of the AGREEMENT resulting from state or federal legislation shall be reimbursed by the CLIENT.

Timely payment of invoices is a condition of this AGREEMENT. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this AGREEMENT and will be cause for termination of the AGREEMENT if HRG so chooses.

16. **CONTROLLING LAW AND VENUE.** Any dispute arising out of this AGREEMENT shall be subject to interpretation under the laws per the state of HRG's office issuing this AGREEMENT and the venue shall be the county of HRG's office issuing this AGREEMENT unless otherwise set forth in the AGREEMENT.
17. **INSURANCE.** HRG shall provide insurance of the type and in the amount set forth in Exhibit 3 to this AGREEMENT. Each party waives the right to subrogation against the other and its agents, servants, employees, insurers, officers, directors and any affiliated entities to the full extent allowed by law, to the extent that such waiver neither defeats nor diminishes the available coverage or agreement to provide a defense.
18. **TERMINATION.** Either party may terminate this AGREEMENT for cause if the other has substantially breached the terms of the AGREEMENT. Termination for cause shall only be effected by giving written notice of the nature of the cause to the other party. Such notice shall be of sufficient specificity for the other party to have notice of the nature, cause and cure of such alleged breach. The party in breach shall have 7 days, unless a greater time is agreed to by the parties, to cure the default. If no cure has been effected within the 7 day period, (or any extension thereof agreed to) the party not in breach may terminate the AGREEMENT for cause.

If CLIENT terminates this AGREEMENT for cause, HRG shall be entitled to payment in full for all work performed up to and including the day on which HRG was notified of the termination. If HRG terminates for cause, CLIENT is entitled to no further performance by HRG.

CLIENT may terminate this AGREEMENT for convenience upon fifteen (15) days written notice to HRG. In the event of termination for convenience by CLIENT, HRG shall be entitled to payment in full for all work performed up to and including the day on which HRG was notified of the termination plus any remaining unearned profit on the Project as calculated in accordance with commonly accepted Accounting Standards.

19. **SUSPENSION.** If the CLIENT suspends the Project for any reason, HRG shall be entitled to payment for all fees and costs billable as of the date of suspension and any other reasonable fees and costs necessary to protect CLIENT's interests related to the suspension. If the Project is reinstated, the terms of this AGREEMENT shall remain in effect with the exception of the agreed upon fee to complete the work set forth herein. The parties agree to negotiate a new fee for the completion of suspended work in accordance with HRG's then applicable fee schedule.

Connoquenessing Township  
Sewage Facilities Plan Update Proposal  
June 5, 2024

20. **THIRD PARTY BENEFICIARIES.** The parties do not intend to create any third party beneficiaries to this AGREEMENT. No individual or entity other than the parties is entitled to claim rights or privileges under this AGREEMENT nor to cite or use this AGREEMENT or the terms thereof as evidence of rights, privileges or entitlement to damages or redress in any forum. Both parties agree to cooperate with each other to defeat any such claim and to oppose any attempt by a third party to seek third party beneficiary status under this AGREEMENT or to make any claim under it.
21. **LIMITATION OF LIABILITY.** HRG's liability to CLIENT shall be limited to direct damages only in the form of services and the reasonable cost of repair or replacement of those portions of the Project in question made necessary by a negligent act or failure to act of HRG.
- HRG shall not be liable or responsible to CLIENT for special, consequential, incidental or other damages, attorney's fees or expert fees, loss of profit, loss of revenue, cost of rented or leased equipment or services, regulatory fines or costs.
- Under no circumstances shall HRG's liability to CLIENT exceed either the total fee received by HRG for basic and additional services on the Project or the amount of available Professional Liability Insurance at the time of the claim, whichever is less.
22. HRG is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
23. HRG's services do not include providing legal advice or representation.
24. HRG's 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, or (2) advising CLIENT, 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.
25. If HRG encounters an undisclosed Constituent of Concern, then HRG shall notify CLIENT; and HRG may notify appropriate governmental officials if HRG reasonably concludes that doing so is required by applicable Laws or Regulations. If HRG or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then HRG 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 the CLIENT: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations. CLIENT and HRG acknowledge that HRG is performing professional services for CLIENT, and that HRG is not or shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any of HRG's or HRG's activities or services under this AGREEMENT. A Constituent of Concern is any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which 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. §§1801 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.; and (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.
26. **MISCELLANEOUS**
- a. **ENTIRE AGREEMENT.** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between the parties on the Project. No prior or subsequent negotiations, discussions, verbal agreements or representations are binding upon the parties making them unless hereafter reduced to writing and agreed to by both parties in writing.
- b. **SEVERABILITY.** Each portion of this AGREEMENT is severable. If any portion is found to be illegal or otherwise unenforceable, that finding shall not affect any other portion of the AGREEMENT and the remainder of the AGREEMENT shall be binding and enforceable in its entirety.
- c. **OTHER WORK.** Nothing in this AGREEMENT is intended to nor shall limit HRG in any way from accepting and performing services for any other entity. Unless agreed to in writing, any additional services on this Project or on any other Project for which CLIENT contracts with HRG shall be subject to these same terms and conditions.
- d. **MARKETING/ADVERTISING.** CLIENT grants HRG license to erect signage at the construction site with its name and logo and language identifying it as the Engineer on the Project subject to any municipal or other legal limitations on size and construction. In addition, CLIENT grants HRG an unlimited license to utilize photos, drawings or other renderings and/or descriptions of the Project in HRG's advertising or marketing.

Connoquenessing Township  
Sewage Facilities Plan Update Proposal  
June 5, 2024

- e. **AUTHORITY.** The parties agree that the person or person's executing and verifying or attesting those signatures are authorized to execute this AGREEMENT and shall, upon request by the other party, provide proof of such authorization. The parties waive their right to contest the execution of this AGREEMENT on their respective parts, if such contest not raised within 10 days of the date of execution.
  - f. **PUBLIC RECORDS.** Nothing in this Agreement shall be construed as prohibiting CLIENT from making any disclosure of public records as may be required by applicable law, including but not limited to the Pennsylvania Right-to-Know Law.
27. **GOOD FAITH AND FAIR DEALING.** The parties agree to cooperate and provide timely information and responses as requested by the other in fulfillment of the intent of this AGREEMENT. In the event of a dispute between the parties, the parties agree to make reasonable attempts to resolve any such dispute prior to entering into litigation.

## EXHIBIT 3 INSURANCE

The insurance(s) as per General Conditions Paragraph 17 of this AGREEMENT are as follows:

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/28/2023				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER James B Murdoch Insurance Group Inc 4300 Carlisle Pike Camp Hill PA 17011	CONTACT NAME: Melissa J Strous PHONE (A.C. No. Exp): (717)737-9900 FAX (A.C. No.): (717)737-9852 EMAIL ADDRESS: melissa@jbminsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INS EXCH 26271 INSURER B: ERIE INS CO of NY 26271 INSURER C: CNA (Schirchener) 20443 INSURER D: INSURER E: INSURER F:					
<b>COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSUR CLASS	TYPE OF INSURANCE	ADD/ISSUR (INSR) (Y/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OT-BEL		Q81-0216326	06/09/2023	06/09/2024	EACH OCCURRENCE \$ 1000000 PRODUCTS RELATED PERSONAL & ADJ INJURY \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADJ INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS COMPAGN AGG \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> HIRED AUTO ONLY <input type="checkbox"/> AUTO ONLY SCHEDULED AUTO RISK-OWAED AUTO ONLY		Q05-0940063	06/09/2023	06/09/2024	COVERED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> EXTENSION		Q30-0970384	06/09/2023	06/09/2024	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/WORKER/EMPLOYEE/EMPLOYEE (Mandatory in NJ) (If not, specify the applicable category of operations below)	Y/N N/A	Q90-5900331	06/09/2023	06/09/2024	<input checked="" type="checkbox"/> PROP <input type="checkbox"/> STATUTE <input type="checkbox"/> UNEMP E1, EACH ACCIDENT \$ 100000 E1, DISEASE - EA EMPLOYEE \$ 100000 E1, DISEASE - POLICY LIMIT \$ 500000
C	Professional Liability		AEH 00-822-00-56	06/09/2023	06/09/2024	Per Claim Limit \$5,000,000 Aggregate \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER				CANCELLATION		
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE <i>Melissa J Strous</i>		
Fax: ACORD 25 (2016/03)		Email:		© 1988-2015 ACORD CORPORATION. All rights reserved.		
The ACORD name and logo are registered marks of ACORD						

## EXHIBIT 4

### FEE SCHEDULE FOR HOURLY COMPENSATION METHODS



2024 RATES	
Labor Categories	Range
Administration I	\$65 - \$80
Administration II	\$80 - \$95
Environmental Scientist I	\$90 - \$120
Environmental Scientist II	\$120 - \$150
Senior Environmental Scientist	\$150 - \$155
Planner I	\$95 - \$120
Planner II	\$120 - \$145
Senior Planner	\$145 - \$175
Landscape Architect I	\$90 - \$120
Landscape Architect II	\$120 - \$145
Senior Landscape Architect	\$145 - \$165
Surveyor I	\$75 - \$110
Surveyor II	\$110 - \$140
Senior Surveyor	\$140 - \$165
GIS Professional I	\$90 - \$125
GIS Professional II	\$125 - \$140
Senior GIS Professional	\$140 - \$165
Resident Project Representative I	\$75 - \$120
Resident Project Representative II	\$120 - \$140
Senior Resident Project Representative	\$140 - \$160
Junior Technician	\$75 - \$85
Technician I	\$95 - \$125
Technician II	\$125 - \$145
Senior Technician	\$145 - \$170
Financial Specialist	\$115 - \$145
Financial Analyst	\$145 - \$160
Financial Strategist	\$160 - \$185
Engineering Professional I	\$125 - \$150
Engineering Professional II	\$150 - \$170
Project Engineer	\$170 - \$180
Senior Project Engineer	\$180 - \$200
Assistant Project Manager	\$145 - \$170
Project Manager	\$170 - \$190
Senior Project Manager	\$190 - \$200
Operations Manager/Senior Technical Leader/Principal	\$175 - \$215

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

**PLEASE NOTE:** Herbert, Rowland & Grubic, Inc., (HRG) adjusts the rate schedule annually to reflect the cost of doing business for the coming year. This rate schedule is effective January 1, 2024 through December 31, 2024.

# EXHIBIT 5

## CURRENT BILLABLE EXPENSES



2024 CURRENT BILLABLE EXPENSES	
All Terrain Vehicle	\$100.00/Day
Copies/Prints	
Color	\$ .40/Copy
Black & White	\$ .15/Copy
Wide Format Printing/Copying	\$ .50/Square Foot
Concrete Monuments	\$30.00/Each
Hydrographic System	\$100.00/Day
Lodging	At Cost
Maps, Permits, Licenses	At Cost
Meals	At Cost
Mileage	IRS Allowable
Miscellaneous Charges	At Cost
Pocket Colorimeter	\$50.00/Day
Postage	As Weighed
Sub-Surface Inspection Pole Camera	\$75.00/Day
Technology Equipment Charge	\$150.00/Day
Traffic Counters	\$25.00/Day

All expenses are subject to a 10% markup, including, but not limited to travel, printing, postage, survey supplies, etc.

PLEASE NOTE: Herbert, Rowland & Grubic, Inc., (HRG) adjusts the current billable expenses annually to reflect the cost of doing business for the coming year. These expenses are effective January 1, 2024 through December 31, 2024.