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Steckbeck Engineering & Surveying, Inc.

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October 11, 2019

Ms. Denise Bollard
231 Northwood Drive
Lebanon, PA 17042

Re: Proposal for Professional Services
Stormwater Management Plan
Property along west side of Oak Street
North Cornwall Township, Lebanon County, PA

Dear Ms. Bollard:

Thank you for the opportunity to submit this proposal which describes our services required in preparation of a Stormwater Management Plan for a proposed single-family dwelling to be located on a vacant lot currently owned by Randall Musheno on the west side of Oak Street in North Cornwall Township, Lebanon County. This proposal outlines all the work required to obtain plan approval from the Township and the Lebanon County Conservation District.

I have enclosed five (5) separate documents for your review. "Exhibit A" details the scope of services included in our proposal; "Exhibit B" provides our proposed compensation; "Exhibit C" contains our standard contract terms and conditions; "Exhibit D" contains our schedule of hourly rates and charges; and "Exhibit E" is our standard Services Agreement.

If you find the scope of services and proposed fee acceptable and elect to proceed, please sign the attached Services Agreement (Exhibit E) and email or mail it to our office. We look forward to working with you on this project. I am confident we will provide the timely results you expect. Feel free to call me should you have any questions or concerns.

Sincerely,
Steckbeck Engineering & Surveying, Inc.

Chad D. Smith
Project Manager

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Standard Terms and Conditions
- Exhibit D – Schedule of Hourly Rates
- Exhibit E – Services Agreement

EXHIBIT "A"

SCOPE OF SERVICES

Steckbeck Engineering & Surveying, Inc. (SESI) proposes to perform the surveying, engineering, design, drafting and administrative work required in preparation of a Stormwater Management Plan for a proposed single-family dwelling located in North Cornwall Township, Lebanon County, PA. The Scope of Services outlined below is based on our past experiences with the various review agencies expected to be involved, as well as our familiarity with projects of similar scope and nature.

Towards this end, SESI proposes to perform the following services:

A. BASIC SERVICES:

Based on our knowledge of the controlling zoning, subdivision and land development and stormwater management regulations in North Cornwall Township, Lebanon County, Pennsylvania and our experiences with the various local and state agencies involved, we suggest the following basic scope of services.

1. Perform routine courthouse research; including obtaining copies of deeds and tax parcel maps for the subject property and adjacent properties.
2. Provide topographic base survey of the project site depicting contour elevations at one (1) foot intervals. Base survey shall also illustrate existing natural and man-made features such as roads, structures, fences, utilities, utility poles, manholes, catch basins, drainage pipes, tree masses, storm water management facilities, wetlands, sinkholes, etc.
3. Provide boundary survey of property. In general, the boundary survey shall depict existing property lines, rights-of-way and easements on or adjacent to the project site.
4. Identify and locate the extent of wetlands occurring within the proposed site area.
5. Prepare and submit Act 187 notification of public utilities on or adjacent to the project site.
6. Prepare a sketch plan illustrating an outline of the proposed dwelling, driveway and stormwater management facilities on the existing lot based on input from Client.
7. Prepare Stormwater Management Plan in accordance with the **North Cornwall Township Stormwater Management Ordinance**. In general, the Stormwater Management Plan shall depict the proposed lot improvements including, the dwelling, accessory structures, driveway, sidewalk, patio, on-lot sewage disposal system (to be designed by others), well(s), storm water management facilities and erosion and sediment pollution controls.

Anticipated List of Project Drawings:

- Cover Sheet (certificates, notes, location plan, etc.)
 - Existing Conditions Plan
 - Post-Construction Stormwater Management (PCSM) Plan
 - Post-Construction Stormwater Management (PCSM) Details
 - Miscellaneous Site Construction Details
 - Erosion and Sediment Pollution Control Plan
 - Erosion and Sediment Pollution Control Plan Narrative and Details
8. Prepare grading plan with the intent to minimize the excavation necessary for the proposed house and other lot improvements and to satisfy all zoning and land development requirements as they pertain to house, driveway and stormwater management facilities.
 9. Provide a detailed soils investigation of the project site to assist in design of the stormwater management facilities. The evaluation shall address soil permeability, depth to bedrock, depth to water table, susceptibility of sinkhole formation and subgrade stability. The evaluation shall include percolation and probe testing in the area where stormwater management facilities are proposed to be located. The soils investigation does not include an examination of the facilities' effect on the water table or adjacent structures via infiltration.
 10. Prepare Post Construction Stormwater Management (PCSM) Plan and Report in accordance with the **North Cornwall Township Stormwater Management Ordinance**.
 11. Prepare Erosion and Sediment Pollution Control Plan and Report for review and approval by the Lebanon County Conservation District. It is assumed the total land disturbance for this project will not exceed one (1) acre. Therefore, approval of a National Pollutant Discharge Elimination System permit for construction site discharges will not be required. Preparation of an NPDES permit application and supporting documentation for review and approval by the Lebanon County Conservation District is not included and will be an additional expense.
 12. Preparation of a certified construction cost estimate for establishment of financial security. Client will be required to establish the guarantee with their bank in the form of a letter of credit or restrictive escrow account. The letter of credit or restrictive escrow will be released by the Township following proper construction of the required stormwater management improvements and inspection by the Township's engineer.
 13. Licensed Professional Engineer's seal and certification.
 14. Assemble and submit the required number of sets of the Stormwater Management Plan, PCSM report, application and all other supporting documentation to North Cornwall

Township and the Lebanon County Conservation District and any other agencies that are required to review and/or approve the plan.

15. Attend Township Planning Commission and Board of Supervisors meetings as needed to secure plan approval.
16. Revise plans, reports and other supporting documentation as required to address review comments received from the Township Engineer, Lebanon County Conservation District and any other agency with jurisdiction on the project.

B. WORK AND COSTS NOT INCLUDED:

The following services are not expected to be required. Therefore, they are not included as part of this proposal. However, a separate proposal will be provided if any of these services become necessary.

1. Preparation of a Traffic Impact Study or amendment to an existing TIS. It is assumed the project will generate minimal traffic and a Traffic Impact Study will not be required.
2. Preparation of an NPDES Permit application for review and approval by the Lebanon County Conservation District.
3. Preparation of a PennDOT Highway Occupancy Permit.
4. Design water supply system.
5. Conduct soil probe and percolation testing to determine on-lot sewage disposal capabilities. Design proposed on-lot sewage disposal system. Preparation of sewage module planning application.
6. Provide required hydro-geologic testing study.
7. Acquisition of an on-lot sewage system permit.
8. Preparation of any Pennsylvania Department of Environmental Protection permits.
9. Additional studies not included in the basic scope of services, such as, but not limited to: design of offsite traffic improvements, flood studies, archeological studies, geological studies (not to include the hydro-geologic study), geotechnical investigations, environmental site assessments (Phases 1, 2 or 3), conservation planning, or endangered species surveys.
10. The design of buildings and structures.
11. Preparation of bid documents and written technical specifications.

12. Construction management services, including project administration, scheduling, shop drawing reviews, construction testing and inspections.
13. Construction surveying, stakeout, and observation except as noted in the Scope of Services.
14. Well drilling and aquifer testing not related to the required hydro-geologic study.
15. Work required in pursuit of zoning variances, and any other zoning changes not specifically mentioned in the Basic Scope of Services.
16. Any work related to subsurface investigations or hazards waste studies.
17. Gas, telephone, cable and electric service plans and coordination (these are normally prepared and provided by the utility companies).
18. As-built survey and construction observations.
19. Significant plan and/or design revisions required because of comments initiated by the Client or other third party such as North Cornwall Township, Lebanon County Conservation District, Township Engineer, etc. are not included. Examples of significant design changes include major changes to building layouts, driveway alignments and grades, utilities, stormwater management facilities, etc.
20. Filing, application, permit or recording fees of any type.
21. Reimbursable expenses (e.g. prints, mileage, etc.).
22. Any services not specifically described in Part A above.

D. TIME SCHEDULE

We can commence work on your project within one (1) week following receipt of a signed contract. Based on our previous experience with North Cornwall Township and the Lebanon County Conservation District, the total time required to secure plan approval will likely vary between six (6) and ten (10) weeks. However, this timeline is not guaranteed and is highly dependent upon the Client providing timely instructions and feedback related to the house and site layout and the Township's ability to provide timely reviews and plan processing.

EXHIBIT "B"

COMPENSATION

Steckbeck Engineering and Surveying, Inc. (SESI) will perform the work as described in the attached Scope of Services (Exhibit A) for a fee not to exceed **eight thousand dollars (\$8,000.00)**. The fee will be billed on a time and expense basis and may be less than the above quoted amount.

This fee is subject to change should additional work as described in the attached Scope of Services (Exhibit "A") be required. Steckbeck Engineering & Surveying, Inc. shall obtain written approval from the client prior to initiating any additional work as described in Exhibit "A." Expenses, such as printing costs, postage and mileage, are **not** accounted for in this estimate and will be billed in addition to our professional fee. Reimbursable expenses are estimated to be approximately \$200 to \$250.

Permit and review fees will also be required by local agencies that are **not** included in our proposal. Assuming the project will disturb less than one acre, these fees are estimated to be \$1,710.00. This includes submission to the Lebanon County Conservation District for the E&SPC Permit application and review and to North Cornwall Township for the SWM Plan application and review. The Client is required to pay these fees directly to each agency.

Any services performed in addition to those mentioned within the Scope of Services shall be invoiced as an extra cost and shall be delineated as such on the applicable invoice. Our policy is to render invoices monthly using our standard hourly rates. **Hourly rates are set forth on our Year 2019 Schedule of Rates & Charges as attached.** Our rates are valid through December 31, 2019.

EXHIBIT “C”
STECKBECK ENGINEERING & SURVEYING, INC. (SESI)
STANDARD TERMS AND CONDITIONS

OPINIONS OF PROBABLE COSTS

Opinions of probable construction and related costs prepared by SESI represent its judgement as a professional and are supplied for the general guidance of the Client. Since SESI has no control over the cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of property and rights-of-way, or over competitive bidding, market or negotiating conditions, SESI does not guarantee that any such opinions or estimates will not vary from actual costs or contractors' bids to the Client.

PROFESSIONAL FEES

Professional fees for services performed are set forth in the Proposal or Services Agreement. For lump sum professional fees, the lump sum amount covers costs of work set forth in the Scope of Work. Additional work requested by Client or required by changed conditions or required by mandates and/or comments of jurisdictional government agencies will be compensable to SESI as additional professional fee. For time and material professional fees, SESI's estimate of required effort for budgetary purposes shall not be considered a binding limit on costs. Total, actual professional fee for time and material Contracts will be based on the actual time expended by SESI staff multiplied by SESI's standard hourly rates, plus reimbursable expenses. Invoices for professional services and reimbursable expenses will be issued on a monthly basis. Payment in full is due within thirty (30) days of the date of the invoice. Terms for partial payment or late payment may be established by written consent of SESI. SESI's Schedule of Standard Hourly Rates and Charges is attached to and is a part of this Exhibit “C”.

OWNERSHIP OF DOCUMENTS

All documents, including drawings, specifications, reports, and digitized versions thereof, furnished by SESI under this Agreement shall be the property of the Client subject to the following conditions:

- a. SESI shall be entitled to keep copies of all such documents;
- b. SESI shall have the right to use the intellectual property contained in such documents;
- c. All proprietary information of SESI, including formulae, calculations, standards and computer programs used in the preparation of the documents, shall remain the property of SESI;
- d. Documents furnished by SESI under this Agreement are not to be reused by the Client or any other person for extension of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by SESI will be at the Client's sole risk and without liability to SESI and Client shall indemnify and hold SESI harmless from any claims or damages resulting from such reuse. Any verification or adaptation by SESI will entitle SESI to further compensation at rates agreed to by the Client and SESI.
- e. Software programming and deliverables developed by SESI either solely or by joint effort with Client under this Agreement shall be used only by Client and SESI. Client shall use software programs and deliverables for its own internal use only. Client agrees not to copy, distribute, lease, license or provide such software programs and deliverables to any third party and to take reasonable precautions to prevent such programs and deliverables from being acquired by unauthorized persons.

CHANGED CONDITIONS

SESI has used its professional judgement in establishing the scope of services for this project, given the information provided by the Client or known to SESI about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/agreement. Occurrences or discoveries that were not originally contemplated or known to SESI shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this agreement. If SESI should request an adjustment to this agreement, SESI shall identify the changed conditions and the client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, SESI may terminate this Agreement. For the purposes of this Paragraph and the Agreement, changed conditions also includes any municipal or regulatory requirement for special studies, evaluations, or permits which are not normally or customarily required, in the opinion of SESI, for a project of similar size or scope of work; public or private opposition or resistance to Client's project which necessitates extraneous or additional technical or professional effort or expense by SESI in order to address public or private opposition or resistance to the Client's project including SESI's attendance at extra meetings and related planning therefore, additional research of land development regulations or laws, additional correspondence or drawing for exhibits to address the opposition or resistance; and/or unreasonable, excessive, extraneous, or picayune regulatory or engineering review comments which exceed or surpass those comments which are normally and customarily related to the applicable zoning, subdivision and land development regulations in force and effect for the project at the date of the Agreement, for which review comments SESI will be compelled and required to expend additional efforts and incur additional expense in order to solicit and obtain approval of plans for Client's project.

WARRANTY AND CLIENT REMEDY

SESI warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including warranty of fitness for particular purpose. SESI's liability to the Client for losses, injuries, damages or expenses arising from SESI's services under this agreement shall not exceed the amount of SESI's service revenue under this Agreement unless a higher limit is specifically identified in the Services Agreement. For purposes of this Agreement the terms "liable" and "liability" shall mean liability of any kind that may be found to rest upon SESI or its employees or officers, whether arising from the negligence of SESI, its subcontractors, agents, or employees, breach of warranty, breach of contract, strict or absolute liability, and/or any other cause.

LATE AND UNPAID BALANCES

Invoices for work performed will be rendered monthly and payment is due by Client to SESI within thirty (30) days of the date on the invoice. In the event that payment is not made within thirty (30) days from the date of billing, interest can be charged at the rate of one and one-half percent (1.5%) per month, or the maximum rate of interest permitted by law, whichever is less. Client hereby irrevocably authorizes and empowers any attorney of record, or the prothonotary or clerk of any court in the Commonwealth of Pennsylvania or elsewhere, to appear for client at any time or times, after the occurrence of an event of default under any of the provisions of this contract that continues beyond the expiration of applicable notice and grace periods provided, in any such court in any action brought against client by SESI with respect to the aggregate amounts payable under the Contract, with or without declaration filed, as of any term, and therein to confess or enter judgment against client for all sums payable by client to SESI under the contract documents, as evidenced by an affidavit signed by a duly authorized designee of SESI setting forth such amount then due from client to SESI, plus an attorney's commission equal to five percent (5%) of the sums then outstanding under this contract, but in no event less than \$2,000, with costs of suit, release of procedural errors, other than notices that may be required hereunder or under any of the other contract documents, and without right of appeal. If a copy of this contract, verified by an affidavit, shall have been filed in such action, it shall not be necessary to file the original as a warrant of attorney. Client waives the right to any stay of execution, the benefit of all exemption laws now or hereafter in effect and any and all rights to prior notice and hearing with respect to the garnishment or attachment of any property pursuant to a judgment entered hereunder, except for notices required to be given to client under any of the contract documents. No single exercise of the foregoing warrant and power to bring any action or confess judgment therein shall be deemed to exhaust the power, but the power shall continue undiminished and may be exercised from time to time as often as SESI shall elect until all amounts payable to SESI under the contract documents shall have been paid in full. The exercise by SESI of its rights and remedies and the entry of any judgment by SESI under this paragraph shall not affect in any way the interest rate payable hereunder or under any of the other contract documents or any amounts due to SESI, but interest shall continue to accrue on such amounts at the default rate. Nothing herein shall be deemed to prohibit the client from filing a petition to open or strike any judgment entered pursuant to this contract.

Client hereby irrevocably consents to the nonexclusive jurisdiction of the court of common pleas of Lebanon County and the United States District court for the eastern district of Pennsylvania, and waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to client at the address provided for in the first paragraph hereof and service so made shall be deemed to be completed upon actual receipt thereof. Client waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue.

Client waives the right to a trial by jury in any action or proceeding based upon or related to the subject matter of this contract. This waiver is knowingly, intentionally and voluntarily made by client and client acknowledges that neither SESI nor any person acting on behalf of SESI has or have made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Client further acknowledges that client has been represented (or has had the opportunity to be represented) in the signing of this contract and in the making of this waiver and the other provisions of this contract by independent legal counsel, selected of its own free will, and that client has had the opportunity to discuss the same with counsel.

SESI REMEDY

If payment of SESI's invoices is not maintained as per the terms of payment set forth herein, SESI may suspend further services without liability until the Client has paid in full all amounts due SESI on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall at SESI's option, make this agreement subject to renegotiation or termination.

Notwithstanding SESI's right of termination stated herein, SESI also may pursue all legal rights and remedies for collection of unpaid invoices and outstanding balances plus interest and legal fees and expenses which CLIENT agrees shall be equitable and compensable costs due and payable to SESI.

Further remedy afforded to SESI by CLIENT, in addition to those established by law, is the CLIENT's express granting to SESI the unequivocal and irrevocable right to SESI to file a lien on CLIENT's real assets or real estate which are subject to the surveying, engineering, subdivision, land development or improvement through the efforts, expenses and fees expended by SESI.

TERMINATION

This Agreement for SESI's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, SESI shall be compensated for services performed and expenses incurred up to the date of termination. In cases of deferred fee arrangements, deferral shall immediately cease and all monies accrued to date of termination shall become immediately due and payable.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. SESI may employ such independent consultants, associates, and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

SEPARABILITY AND REFORMATION

Any provision of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all the remaining provisions shall continue to be valid and binding upon the Client and SESI. In addition, the parties agree that this agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

FORCE MAJEURE

Client and SESI agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or department thereof; fuel, power, materials or labor shortages.

ENTIRE AGREEMENT

This Agreement, upon acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supercedes all prior and contemporaneous negotiations and agreements, whether written or oral, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.



2019 SCHEDULE OF HOURLY RATES & CHARGES

<u>ENGINEERING, CADD, INSPECTION & DESIGN SERVICES</u>	<u>HOURLY RATE</u>
Project Principal	\$ 141.00
Professional Engineer III	\$ 135.00
Professional Engineer II	\$ 121.00
Professional Engineer I	\$ 106.00
Project Manager	\$ 94.00
Engineering Associate	\$ 92.00
Assistant Project Manager	\$ 86.00
I.T. Service Technician	\$ 86.00
Auto CADD Operator III w/computer	\$ 80.00
Auto CADD Operator II w/computer	\$ 70.00
Auto CADD Operator I w/computer	\$ 67.00
GIS Specialist	\$ 73.00
Resident Construction Engineer	\$ 86.00
Construction Inspector	\$ 72.00
Engineering Assistant	\$ 69.00
Environmental Specialist	\$ 80.00
Clerical	\$ 50.00
Expert Witness, Litigation Participation, Testimony	\$ 240.00
<u>SURVEYING SERVICES</u>	
Registered Surveyor II	\$ 114.00
Registered Surveyor I	\$ 88.00
Surveyor Associate	\$ 72.00
1 Man Survey Crew with GPS Equipment	\$ 138.00
1 Man Survey Crew with Robotic Survey Equipment	\$ 138.00
2 Man Survey Crew	\$ 150.00
2 Man Survey Crew with Robotic Survey Equipment	\$ 181.00
2 Man Survey Crew with GPS	\$ 181.00
<u>EXPENSES</u>	<u>UNIT COST</u>
<u>Consumables:</u>	
AutoCADD Mylar Plots	\$ 10.00 Each
AutoCADD Bond Plots	\$ 5.00 Each
Photocopies	\$ 0.15/page
Construction stakes	\$ 0.50 each
Concrete monuments (materials only)	\$ 35.00 each
Property corner pins (materials only)	\$ 5.00 each
Outside Expenses (Third Party)	Cost + 10%
Automobile Mileage	Prevailing IRS Rate

Notes: Pennsylvania Law requires us to charge a 6% sales tax on all consumables that are provided and billed outside of the basic contract. These may be invoiced on a separate invoice and the terms are net 10 days.

EXHIBIT "E"

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 20__ by and between _____, hereinafter referred to as the CLIENT and **Steckbeck Engineering & Surveying, Inc.** 279 N. Zinns Mill Road - Suite A, Lebanon, PA 17042, hereinafter referred to as SESI.

Recitals

- A. Whereas, CLIENT requires professional surveying and engineering services necessary in preparation of a Stormwater Management Plan for a proposed single-family dwelling located in North Cornwall Township, Lebanon County, PA.
- B. Whereas, SESI will provide such professional services.
- C. Whereas, CLIENT and SESI hereby establish the procedures and terms and conditions applicable to such services.

NOW, THEREFORE, for good and valuable consideration and with the intent to be legally bound hereby, CLIENT and SESI agree as follows:

1. Scope of Services

SESI shall perform the services for CLIENT as set forth in exhibit "A" attached hereto and made a part hereof.

2. Compensation and Payment Terms

CLIENT shall pay SESI for its performance under this agreement in accordance with the Compensation Terms as set forth in Exhibit "B" attached hereto.

3. Terms and Conditions

This Agreement is subject to and governed by SESI's Standard Terms and Conditions as set forth in Exhibit "C" and attached hereto.

IN WITNESS WHEREOF, the parties, for good and valuable consideration and with the intent to be legally bound, hereunder set their hands.

WITNESS

CLIENT –

By: _____

WITNESS

Steckbeck Engineering & Surveying, Inc.

By: _____

Title: _____