



## PROPOSAL FOR PROFESSIONAL SERVICES

**Date:** January 26, 2026  
**Proposal Name:** 2026 NPDES MS4 Permit Support Services  
**Client Name:** East Brandywine Township  
**Client Address:** 1214 Horseshoe Pike  
Downingtown, PA 19335  
**Project Number:** 0228-26-000007 - REV 2

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Cedarville Engineering Group, LLC (CEG) is pleased to submit our proposal for continued support of East Brandywine Township's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Activities.

### PROJECT UNDERSTANDING AND BACKGROUND

The Township has an NPDES Permit (PAI130524) For Stormwater Discharges from Small MS4s that requires that the municipality maintain, implement, and enforce comprehensive Stormwater Management Programs designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and Pennsylvania Clean Streams Law. To accomplish this, Best Management Practices (BMPs) under the following six (6) Minimum Control Measures (MCMs) must be implemented:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-Construction Stormwater Management in New Development and Redevelopment
6. Pollution Prevention/Good Housekeeping

In addition to the MCMs, East Brandywine Township must follow the NPDES MS4 permit requirements below:

- **APPENDIX E:** Impaired Waters Pollution Reduction Plan for Culbertson Run, UNT to Beaver Creek.



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- Compliance with state and federal requirements must be demonstrated through the submission of an Annual MS4 Status Report due by September 30<sup>th</sup> of each year.
- East Brandywine Township NPDES Individual MS4 Permit (PAI130524). It is anticipated that a revised permit will be issued to all Permittees effective October 24, 2026.

## SCOPE OF SERVICES

CEG's experienced water resources professionals will assist the township in maintaining compliance with state and federal requirements of the MS4 Permit through completing activities relating to the Minimum Control Measures (MCMs), and the TMDL/Pollutant Reduction Plan (PRP). Ultimately, the work completed through these requirements will raise awareness of stormwater as a source of pollution throughout the Township; and clearly describe actions that are being taken to improve surface water quality within the Township.

CEG's scope of work for the 2026 reporting year is described in the sections below.

### 1.0 PRESENTATIONS AND TRAINING

#### Public Presentation

Under MCM 1 and MCM 2, Permittees are required to educate their public and solicit their participation. To meet the MCM 2 requirement of public involvement, municipalities typically discuss stormwater related issues at a public meeting. To meet this requirement CEG will present on MS4 at a Township Supervisor meeting within the reporting period.

#### Employee Training

MCM 6 Good Housekeeping, Pollution Prevention requires Permittee to provide training to applicable staff annually. CEG will deliver in-person training to all available Township Staff. Typically, the training is solely delivered to Public Works, but it is encouraged to extend an invitation to Township Police given they may respond to stormwater related issues. The training will consist of a PowerPoint presentation covering an overview of the Stormwater Management Program including illicit discharge detection and elimination, dry weather outfall screening, and good housekeeping practices for municipal activities and facilities. A field component will be incorporated to include a mock garage/township facility inspection. Employee training must be completed at least once per year and documented in the Annual MS4 Status Report, including the names of attendees and topics covered; this will satisfy MCM #6, BMP #3 of the NPDES MS4 permit.

#### Deliverables

- Staff Training
- Public Presentation

### 2.0 GIS MAPPING

The NPDES MS4 Permit requires that the entire storm sewer collection system within the Permittee's jurisdiction that are owned or operated by the Permittee be mapped (including roads, inlets, piping, swales, catch basins, channels, and any other components of the storm sewer collection system); this includes privately-owned components of the collection system



where conveyances or BMPs on private property receive stormwater flows from upstream publicly owned components. CEG will update the Township’s GIS mapping to include any new land development stormwater infrastructure as well as Post Construction Stormwater Management (PCSM) to comply with MCM #3 and BMPs #2 and #3 of the NPDES MS4 Permit. CEG will provide an updated PDF of the Township’s MS4 Infrastructure Map and updated PDF of the Township’s PCSM BMP inventory for submission with the Annual MS4 Status Report.

**Deliverables:**

- MS4 Infrastructure Map
- MS4 PCSM BMP Map

**3.0 POST CONSTRUCTION STORMWATER MANAGEMENT (PCSM) BMP INSPECTIONS**

The Township is required to ensure adequate operation and maintenance (O&M) of all PCSM BMPs listed in the approved inventory under MCM #5, BMP #3 of the NPDES MS4 Permit for Stormwater Discharges Associated with Construction Activities approved since March 10, 2003. The 2025 inventory lists eighty-five (85) PCSM BMPs. CEG will perform an inspection that includes a site visit, photographs, and customized report with recommendations for corrective actions if deficiencies are noted. A final report summarizing the results of the PCSM BMP screenings, including individual inspection forms will be provided to the Township.

**Deliverables:**

- Post-Construction Stormwater Management (PCSM) BMP inspection forms, results, and report.

**4.0 PRIORITY OUTFALL & DRY WEATHER FLOW SCREENING**

Under MCM 3, Illicit Discharge Detection and Elimination, the Township is required to inspect regulated outfalls that drain priority areas annually. The state also required that outfalls exhibiting dry weather flow from non-priority areas be screened annually. East Brandywine Township currently has two (2) outfalls draining priority areas identified through a 2018 investigation and seven (7) of the total seventy-three (73) outfalls discharging dry weather flow observed in 2025. CEG will perform priority outfall screening of these sixty-eight (68) outfalls to ensure compliance with the MS4 permit. Findings will be documented on dry weather outfall screening forms and summarized in a screening report.

**Deliverable:**

- Priority Outfall & Dry Weather Flow Screening Report

**5.0 ANNUAL MS4 STATUS REPORT**

CEG will prepare the Annual MS4 Status Report and supporting information for submittal to PA DEP on behalf of the Township. All updated/revised information and supporting documents relating to the Stormwater Management Program will be included with the Annual Report as required by the MS4 Permit. This includes written programs, outfall field screening reports and photographs, PCSM BMP inspection reports and photographs, public meeting documentation,



employee training documentation, TMDL status, etc. A summary of activities will be included in the Annual MS4 Status Reporting form.

The Township will provide documentation to CEG for any activities related to compliance with the Permit for inclusion in the Annual Report.

**Deliverable:**

- Annual MS4 Status Report

## **6.0 COMPLIANCE ASSISTANCE**

CEG will allot time to meet, coordinate, and correspond with the Township and/or partnership associations. This task includes quarterly meetings with Township staff to discuss progress. CEG will also perform a mock inspection of the municipal facility to support the requirements of MCM 6 (Pollution Prevention and Good Housekeeping) and provide feedback on improvements. Additionally, 8 hours of assistance time is included to allow staff to address individual compliance issues that may arise.

**Deliverables:**

- Mock Inspection (MCM 6)
- Quarterly Meetings
- Eight (8) hours of compliance assistance

## **7.0 GRANT WRITING ASSISTANCE**

Utilizing the 2025 Growing Greener Plus Grant Application submission, CEG will resubmit an application on behalf of the Township to the Growing Greener Plus Grant Program to obtain additional funds to implement the Culbertson Run floodplain restoration project. This application will include those materials listed as necessary in the latest Growing Greener Plus program guidelines: the online single application, project narrative, budget summary, task, and deliverable budget worksheets (for both design and construction), project maps, land use planning forms, and coordination with local and county agencies. CEG will coordinate a pre-application meeting with PA DEP as required.

**Deliverable:**

- 2026 Growing Greener Plus Program application

## **PRINTING AND REPRODUCTION**

Deliverables will be provided in a PDF format unless otherwise specified. The cost of the printing and reproduction will be billed according to the attached rate schedule should physical copies be required by the client or for submission.



## APPLICATION AND REVIEW FEES

The client will be responsible for all municipal, county, and other agency applications and review fees. The client will be notified of such fee amounts before the submittal of applications.

## REVISIONS

CEG will make every effort to generate a complete design upon initial submission of the preliminary plans and permitting applications. However, it is customary to receive review letters from the permitting agencies requesting revisions to such applications. The scope of this contract expressly excludes major plan revisions required as a result of design changes requested by the agencies that do not comply with 1214 Horseshoe Pike ordinances (and so authorized by the Client).

## ADDITIONAL PROFESSIONAL SERVICES

In addition to the specific services described above, the need for evaluations or services performed by professionals in other areas of expertise may arise due to your project's direction or requests made by municipal or agency officials. These services may include traffic studies, mechanical design of facilities, etc. We will advise you of the necessity of obtaining additional services from other consultants to complete your project. In such instances, we can provide you with recommended consultants. We will subsequently coordinate directly with the consultant of your ultimate choice. Costs for these services are not included within the scope of this contract, nor are any extensive efforts on the part of CEG in coordinating these consultants unless stated otherwise.

## PROPOSAL COSTS

CEG is prepared to offer the services described above for the following **Fixed Fee**.

Task 1: Presentations & Training	\$6,000.00
Task 2: GIS Mapping	\$4,500.00
Task 3: PCSM BMP Inspections	\$9,200.00
Task 4: Priority Outfall & Dry Weather Screening	\$7,300.00
Task 5: Annual MS4 Status Report	\$5,500.00
Task 6: Compliance Assistance	\$9,100.00
Task 7: Grant Writing Assistance	\$2,500.00
<b>Total Contract Price</b>	<b>\$44,100.00</b>

## SCOPE CHANGES AND EXCLUSIONS

CEG has prepared a complete and itemized scope of services anticipated to obtain project approvals. During the ordinary course of plan and document preparation and review by municipal officials and other agencies, minor revisions are expected and will be addressed as indicated above. Occasionally, a municipality or permitting agency will request or require plan revisions that are substantially beyond the normal scope or are in addition to ordinance or permit



requirements. Additionally, some circumstances may arise that would require additional work to be completed beyond the scope of this contract that are beyond CEG's control. In such instances, we will immediately notify you of any substantial modifications to the scope. We will not proceed with any out-of-scope work or incur charges beyond the scope of this contract without your prior written consent and an understanding of how the additional costs associated with such changes will be handled.

The following list of exclusions shall not be considered conclusive or finite but is provided simply as a summary of the explicit exclusions noted above:

- Reviewing the municipal stormwater webpage as required by PA DEP and updating as necessary (including checking to ensure all links are functioning and that there is a phone number listed to report illicit discharges). Distributing and publishing stormwater educational material as required by MCM #1 (Public Education and Outreach) and MCM #3 (Illicit Discharge Detection and Elimination).
- Notifying the County Conservation District within five (5) days of receiving a permit application involving greater than 1 acre of earth disturbance (MCM #4 Construction Site Runoff).
- Providing CEG with documentation for any MS4 related activities for annual reporting purposes.
- Implementing the BMPs proposed in the TMDL Implementation Plan within five (5) years of approval.
- Documenting and tracking illicit discharge reports and other stormwater-related complaints.
- Documenting municipal facility and operations O&M self-inspection and record-keeping.
- Administering and enforcing the Township Stormwater Ordinance.

## **CHANGES IN REGULATIONS**

This proposal has been assembled based on current ordinances, application procedures, and permitting regulations as of the above contract date. As the land development process is ever-changing, we reserve the right to alter our contract pricing should such occur after the date of the contract, which would impact the project scope or level of effort. We make it a priority to stay abreast of industry regulations. We will notify you when we become aware of pending or actual changes that could impact the scope of work and the associated contract price. We will not proceed with any work under contract for which costs could deviate from the original contract amount due to changes in industry regulations without prior notice and your authorization to proceed under the new rules.

## **PROPOSAL ACCEPTANCE PERIOD**

This contract will become null and void if it is not accepted within sixty (60) days from the date CEG issues it.



## TERMS AND CONDITIONS

The standard terms and conditions attached hereto, which are now made a part of this contract by reference, shall govern this contract.

## PROJECT BILLING

CEG will provide team billing monthly. The bill will reflect the effort shown by our professionals within a given task. The estimated fees are based on experience. There may be occasions where one task overlaps with another. Payment on invoices is due in thirty (30) days.

## PROPOSAL ACCEPTANCE

By signing and returning the Authorization to Proceed, I certify that I have read the preceding Proposal for Professional Services, including all referenced attachments, and that the Terms and Conditions of said Proposal, including fees, are satisfactory.

Should you have any questions regarding this proposal, please contact me or Max Yocum, CEG's Team Lead, directly at 610-705-4500.

Best Regards,

**Cedarville Engineering Group, LLC**

Amanda Reitbauer  
Project Manager

Max Yocum  
Environmental Team Lead

Attached: General Conditions  
Schedule of Expenses



## AUTHORIZATION TO PROCEED

I have read the **January 26, 2026** proposal by Cedarville Engineering Group, LLC (CEG) and the Standard Terms and Conditions for Professional Services in the matter of the **2026 NPDES MS4 Permit Support Services** and, at this moment, authorize CEG to proceed with the work. I fully understand and agree that this authorization now commits the Owner to retain CEG for the scope of work, fee, and general conditions described in CEG's proposal and cited herein. It is my understanding that CEG will proceed with the work upon receipt of this authorization to proceed.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

As used herein, the terms "we", "our" or "CEG" refer to Cedarville Engineering Group, LLC; the terms "you", "your" or "Client" refer to the Client identified in the CEG Proposal; and the term "Agreement" refers to the contract between CEG and the Client consisting of: the CEG Proposal accepted by the Client with any attachments referred to therein and these Standard Terms and Conditions for Professional Services.

1. **PROJECT AND SCOPE OF SERVICES.** The project which is the subject of the Agreement between us and the Scope of Services we agree to provide is set forth in the CEG Proposal accepted by you. The Scope of Services may not be enlarged or relaxed except as modified in writing and agreed to by us.

2. **STANDARD OF CARE.** We will exercise that degree of care and skill ordinarily exercised under similar circumstances by members of our profession performing similar services and practicing in the same or similar locality at the time that the services are performed. We will comply with applicable Federal, State and local laws, rules and regulations. No warranty, either expressed or implied, is made or intended.

Environmental site assessments, unless otherwise agreed, will be performed according to the standards set forth in the Standard Practice for Environmental Site Assessments, (ASTM Designation E-1527-00 and 1528-00) as applicable. In particular, but without limitation, the principles, explanations and limitations set forth in Section 4.5 of the Standard Practice, are applicable to the services to be provided.

3. **RIGHT OF ENTRY.** You will provide access and the right of entry to the site of the work for our employees and subconsultants in order to perform the required services.

You or your agents or others with whom you have a business relationship are now and will remain in control of the site. We do not assume any responsibilities or liabilities with respect to the site.

While performing our services, we and our subconsultants will take reasonable precautions to minimize damage or disturbance. However, it is understood by you that in the normal course of providing the services under the Agreement, some damage may occur, the repair of which is not part of our services.

If, because of your failure to provide access to the site of the work, we encounter lost time or unanticipated expenses, you shall reimburse CEG for those expenses and compensate CEG for the lost time as Additional Services pursuant to Paragraph Eleven hereof.

4. **UNANTICIPATED CONDITIONS.** Hazardous substances or conditions may exist at a site where there is no reason to believe they could or should be present. If during the performance of our services, any unforeseen hazardous or potentially hazardous substances or conditions, or other unforeseen conditions or occurrences are encountered, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended Scope of Services, we will promptly notify you.

You and we agree that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services.

Based on our evaluation of unanticipated conditions, we may: a.) If applicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; b.) Stop work pending agreement with you to modify the Scope of Services and Schedule of Fees as required by the previously unforeseen conditions and occurrences; and c.) Terminate the services effective on the date specified by CEG in writing.

You waive any claim against CEG and agree to indemnify and defend and hold CLIENT REPRESENTATIVE harmless from any claim of liability for injury or loss arising from the encountering of unanticipated hazardous materials or suspected hazardous materials.

5. **CONFIDENTIALITY.** We will not intentionally divulge information regarding the Proposal, services or reports, which you designate as confidential, except to you or parties designated by you or in response to subpoena or other similar governmental demands. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise you in order that you may diligently notify appropriate authorities. If you fail to act in a responsible manner, we, as professionals licensed by the State to protect public safety and health, must notify the appropriate authorities. You waive any claim against CEG and agree to defend, indemnify and save CEG harmless from any claim or liability arising from conditions or notifications of conditions at the site. Information which is in the public domain or which is provided to CEG by third parties is not considered confidential. You authorize CEG to identify you as a Client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.

6. **OWNERSHIP AND USE OF DOCUMENTS.** The documents prepared by CEG as instruments of service shall remain the property of CEG.

You agree that any documents or services provided are for your exclusive use in connection with the current Project and are not intended for any other

use or for the benefit of any other parties or persons. You will hold CEG harmless from any costs we entail due to the reliance of other parties upon the documents provided or due to the use of the documents other than on the current project.

You agree that all documents furnished to you or your agents will be returned upon demand and will not be used by you for any purpose whatsoever if payment is not current. Provided payment is current, you are authorized and licensed to use, reproduce and publish any such documents in connection with the current project.

Except for the use described in this section, we assert our exclusive copyright with regard to the plans, designs and reports provided.

We will retain all pertinent records relating to the services performed for a period of five (5) years following completion of our services.

7. **DELIVERABLES.** Unless the Project Scope of Services specifically provides that deliverables be prepared in a computer generated format or other specific format, we reserve the right to prepare any required documents in a fashion chosen by CEG.

If the Project Scope of Services provides for deliverables in a non-specific computer generated format, we will prepare them using the system and software most readily available in our firm at the time the services are rendered. Our then current standards for preparation of deliverables in a computer format will be utilized.

We may be able to prepare documents using your system and standards if specifically provided for in the Project Scope of Services. These requirements must be provided in advance so that allowances can be made in the project fee to accommodate these special requirements.

Normally, computer files are not considered deliverables. If specifically requested, computer files can be provided subject to the following conditions: a.) You must execute our Standard Electronic Media Release Form in advance of receiving any files; b.) Depending on the technology available at the time, we reserve the right to encrypt the supplied files in such a fashion that a record will be made of alterations to the file after delivery and/or of the number of copies made of said files; c.) It is understood that the files requested are for record purposes only. Any unlicensed use or reuse of the documents without our knowledge and written consent will constitute a violation of our copyright (see Paragraph Six); d.) Since we have no control over the storage of the computer files and since the files deteriorate over time and can be damaged in many ways, we accept no responsibility for the continued accuracy and integrity of the files after delivery; and e.) Only original plans and reports of the most recent date bearing the signature and embossed seal of the signing professional will be considered documents of record in any legal proceedings.

8. **INSURANCE.** CEG represents that it and its agents, staff and subconsultants are protected by Workers Compensation insurance and that CEG has coverage under Comprehensive General Liability, Excess Liability, Automobile Liability and Professional Liability insurance policies which it deems to be adequate. Certificates for all policies of insurance will be provided to the Client upon request.

9. **INDEMNIFICATION.** CEG shall indemnify, defend and hold harmless you, your employees, officers and agents from all liability, claims, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person or entity not a party to the Agreement, arising out of or connected with the performance of the services under this Agreement, to the extent such injury, death or damage is caused by the negligence of CEG; provided, however, that CLIENT REPRESENTATIVE's liability under this indemnity shall be limited to and not exceed the limits of liability set forth in Paragraph Ten hereof, when the limitations of paragraph Ten are applicable to and are referenced in a particular Proposal.

You shall indemnify, defend and save harmless CEG, its officers, agents, employees and subconsultants from and against all claims, liability, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person not a party to the Agreement, arising out of or connected with the performance of the services under the Agreement, to the extent such claims:

1) exceed the proportion which proximately results from the negligent acts, errors or omissions of CEG, or 2) do not result from the sole negligence of CLIENT REPRESENTATIVE and are made by a contractor or subcontractor employed by you, or by their employees or agents, or arise because of errors, omissions or inaccuracies in documents or information provided by you or, in consideration of the unforeseeable nature of the tasks involved in pollution-related services, the unavailability of insurance to comprehensively cover the risks involved at reasonable cost and the limited involvement of CEG, arise from pollution-related services (as defined herein) provided under this agreement.

Claims arising from pollution-related services are claims which arise out of, or are alleged to arise out of, an actual, alleged or threatened discharge, dispersal, release or escape of pollutants, and/or any directive to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants and/or any failure to conform to regulatory requirements related to siting, operation, maintenance or remediation or any property, operation or facility in which you, or others with whom you have a business relationship, have an interest and/or any services related to environmental assessment or remediation. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids or alkalis, chemicals and waste.

It is understood and agreed that a portion of the obligation you assume above is a broad form indemnification requiring indemnification and assumption of defenses based upon the relatedness or alleged relatedness of claims, demands, liability, suits, losses, cost or expenses to the project or our scope of services. Neither the indemnification nor the assumption of defense obligation is dependent on your fault. We are entitled to this indemnification and the assumption of defense by you regardless of whether we are partially responsible for the claim, demand, liability, suit, loss, cost and expense. Only if we are solely responsible for the claim, demand, liability, suit, loss, cost and expense would we not be entitled to indemnification and/or to the assumption of our defense by you.

**10. LIMITATION OF LIABILITY.** When the limitations of this paragraph are referenced in a particular Proposal, and notwithstanding any provisions to the contrary, our total liability to you, except to the extent the liability is covered by the proceeds of any insurance provided pursuant to Paragraph Eight hereof, arising out of or related to the performance of services under the Agreement, whether based in contract, tort, strict liability or otherwise, shall not exceed, in the aggregate, the greater of: a) \$50,000 or b) the sum of fees for professional services paid under this Agreement.

The provisions of this paragraph, providing for limitations of our liability, shall survive the expiration, cancellation or termination of the Agreement.

**11. CONSEQUENTIAL DAMAGES.** In no event shall CEG be liable in contract or tort or otherwise to you or your insurers for any loss of delayed or diminished profits or revenues or opportunities, losses by reasons of shutdown or inability to utilize or complete any project or any other incidental, special, indirect or consequential damages of any kind or nature resulting from our performance or failure to perform under the Agreement.

**12. COMPENSATION.** You shall compensate CEG, at the rates and in accordance with the payment terms identified in the Schedule of Fees in the Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on the Schedules of Hourly Billing Rates and Miscellaneous Charges current at the time services are performed.

Any lump sum and per unit fees shall be annually adjusted beginning 365 days from the date of the Proposal on the basis of the Engineering News Record Skilled Labor Index based upon the U.S. Twenty Cities Average, with the index value on the date of the Proposal as a base.

Construction survey services or stakeout assignments associated with the Project will be provided subject to the following conditions: a.) On demand services cannot normally be provided. All construction stakeout services will normally be scheduled a minimum of 72 hours in advance; and b.) Construction stakeout services not assigned a specific billing method in the Scope of Services and Schedule of Fees will be billed on a per diem or hourly basis with a daily charge to be set at the time the services are initially requested. The minimum charge will be one full day. Normally, final and complete payment is due prior to the delivery of the final work product resulting from the services to be performed under the Agreement. Unless otherwise provided in the Proposal, we may bill you periodically for services performed. Bills will be rendered not more often than monthly and will be due when rendered. Bills become overdue thirty (30) days after being rendered and will accumulate interest at 1% per month from the date of billing. Current payment according to this paragraph is a condition precedent to our obligation to provide services under this Agreement. We retain the right to suspend services if any payments are overdue or if you otherwise fail to pay CLIENT REPRESENTATIVE in accordance with these terms.

**13. WITNESS FEE.** In the event we are served with a subpoena or otherwise required by issuance of any other rule or decision to attend a

deposition, arbitration, mediation or other judicial or administrative proceeding, and give testimony regarding any matter related to our services on the Project, you shall pay CEG a fee for the actual hours expended at such proceeding and in preparation therefor and in travel to and from the site of such proceeding as Additional Services pursuant to Paragraph Twelve hereof.

If your account is not current, we shall not be obligated to appear and testify on behalf of you in any proceeding and you hereby waive all rights to compel any employee or officer of CEG to appear and testify at any such proceeding through the issuance of a subpoena or otherwise. This provision shall survive the expiration, cancellation or termination of the Agreement.

**14. RESPONSIBILITY DURING CONSTRUCTION.** If our Scope of Services includes construction administration or observation services, we will endeavor, when performing the services required, to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of any approval or of the contract documents. We shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. We shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Our efforts will be directed toward providing a greater degree of confidence for you that completed work of contractors will conform to the contract documents, however, we shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, we shall keep you informed of the progress of the work and shall endeavor to guard you against defects and deficiencies in such work.

**15. WAIVER OF SUBROGATION.** You and we mutually waive our rights of subrogation against each other for damages covered by liability insurance. This mutual waiver extends to our contractors, subcontractors, consultants and subconsultants.

**16. FORCE MAJEURE.** We shall not be responsible or liable for any delays in the performance of services due to natural disasters, civil or political disturbances, supplier or vendor labor disputes or other causes beyond our control.

**17. INDEPENDENT CONTRACTOR.** Unless otherwise provided in our proposal, CEG is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither CEG nor anyone employed by CEG shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.

**18. ASSIGNMENT.** Neither CEG nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other. However, nothing contained in this paragraph shall prevent CEG from employing such consultants, associates or subconsultants as CEG may deem appropriate.

**19. GOVERNING LAW: DISPUTE RESOLUTION.** The Agreement shall be construed and governed in accordance with the laws of the state in which the project is located, and any disputes under this Agreement shall be heard in a court of competent jurisdiction in the state in which the project is located. Any disputes shall first be submitted to mediation, where each party shall pay its own costs and half of the mediator's fees.

**20. SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

**21. SUCCESSORS AND ASSIGNS.** The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and upon their respective assigns and successors.

**22. ENTIRE AGREEMENT.** The Agreement constitutes the entire Agreement between CEG and you. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification of these Terms and Conditions shall be binding on either party unless it is in writing and is signed by authorized officers of the parties.

**23. TERMINATION.** The Agreement may be terminated by completion of our services, by mutual consent of both parties at any time or by either party upon ten (10) days written notice. If the Agreement is terminated, you agree to pay CEG for the services performed to the date of termination of service plus reasonable cost of services and direct expenses necessary to document, archive and/or transfer to others, project information or if you so authorize, to complete work-in-progress.



**SCHEDULE OF EXPENSES**

Photocopies.....	0.25 per copy
Plotter Reproduction.....	2.00 per square foot
Other Reproduction.....	Square foot rate subject to type of material used
Transportation Expenses.....	Prevailing IRS Rate
Other Direct Costs.....	Cost plus 15% to include, but not limited to subcontractors, supplies and other materials

