



525 Main Street, Suite 200, Stroudsburg, PA 18360  
 272.200.2050 272.200.2051  
 barryisett.com

**Date:** January 23, 2018  
 Revised February 8, 2018

**Client Name:** Tobyhanna Township  
**Attention:** Mr. John J. Jablowski, Jr.  
**Address:** 105 Government Center Way, Pocono Pines, PA 18350  
**Phone:** 570.646.1212  
**Fax:** 570.646.9025  
**RE: TOBYHANNA TOWNSHIP – SEO SERVICES**

**Description of Work:** Barry Isett & Associates, Inc. (Isett) will provide Tobyhanna Township Sewage Enforcement Officer (SEO) services based on the attached rate sheet.

**Estimated Cost of Services:** It is understood that Isett will bill the Township at a rate of \$80.00 hour for SEO services provided.

**To Proceed, We Require a Deposit of:** \$0.00  
 The attached fee schedule and standard contract terms and conditions shall be made part of this agreement, subject to the following:

5.3	Last sentence is deleted.	11.2	Section is deleted in its entirety.
6.2	Last two sentences are deleted.	11.3	Section is deleted in its entirety.
6.3	Section is deleted in its entirety.	11.5	Section is deleted in its entirety.
7.1	Section is deleted in its entirety.	14.2	Section is deleted in its entirety.
8.1	Section is replaced with the following: "The person signing this contract warrants they have the authority to sign as, or on behalf of, Client."	14.1	Section is replaced with the following: "Engineer's liability for damages due to error, omission or professional negligence shall be limited to the amount not to exceed Engineer's applicable insurance coverage."

**Accepted:**

**Client:**

*Signature*

*Printed Name & Title*

**Approved:**

**Firm:**

*Signature*

Mr. Gregg Pavlick  
 Vice President  
 Northeast PA Region

*Printed Name & Title*

**Date:**

**Date:** February 8, 2018

Attachments

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## *Authorization for Services*

# TOBYHANNA TOWNSHIP

105 Government Center Way, Pocono Pines, PA 18350

Phone (570) 646-1212

Fax (570) 646-9025

Sewage Enforcement

Barry Isett and Associates, Inc.

525 Main Street, Suite 200, Stroudsburg, PA 18360

Phone (272) 200-2050

## RESIDENTIAL AND NON-RESIDENTIAL SEWAGE DISPOSAL ESCROW/FEE SCHEDULE (Effective 1/18)

PLEASE MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO "Tobyhanna Township"

1. **SITE EVALUATIONS & PERCOLATION TESTING (NEW SYSTEMS & MAJOR REPAIRS):**

Residential Systems (includes soil probes and one (1) 6-hole percolation test)	\$ 625.00 per Lot
Non-residential / Community Systems:	
Soil Probes (includes max. four (4) soil probes)	\$ 225.00 per Lot
Percolation Test (6-hole test)	\$ 400.00 per Lot
Percolation Test (each additional 6-holes)	\$ 100.00
Percolation Test (two (2) 6-hole tests simultaneously)	\$ 500.00

*Notes: All applications for testing include a one-time \$75.00 Administrative Fee (non-refundable).  
Fees must be submitted before the Township releases the site suitability report and test results.*
2. **PERMIT APPLICATION FEES (NEW PERMITS):**

Residential Applications (includes holding tanks)	\$ 275.00 per Lot
Non-residential/Community Applications (includes holding tanks)	\$ 320.00 1-2 EDUs
EDU = Equivalent Dwelling Unit = 400 Gallons Per Day (GPD)	\$ 370.00 3-5 EDUs
	\$ 420.00 5+ EDUs

*Notes: All permit applications include a \$75.00 Administrative Fee (non-refundable).  
Application fee includes design review, stakeout inspection, and permit.  
\*\*All new applications shall include applicable fee for installation inspections (see below).*
3. **PERMIT APPLICATION FEES (REPAIRS, REDESIGNS, RENEWALS & TRANSFERS):**

Applications for Minor Repairs or Redesigns (each occurrence)	\$ 160.00
Applications for Major Repairs or Redesigns (each occurrence)	\$ 260.00
Applications for Permit Renewals (each occurrence)	\$ 160.00

*Note: Relocations are considered new testing and will require new site evaluation and new application fees.*
4. **INSTALLATION INSPECTIONS**

Residential Installations (Pressurized Systems)	\$ 400.00 per Lot
Residential Installations (Gravity Systems)	\$ 300.00 per Lot
Non-residential/Community Installations	\$ 55.00 plus \$ 100.00 per Insp.
Callback/Re-inspection fee (per occurrence)	\$ 25.00
Verification of Prior Testing /Consultation for Certificates of Occupancy	\$ 160.00 per Lot
5. **SUBDIVISION FEES (IN ADDITION TO SITE EVALUATION & PERCOLATION TESTING)**

Fees for planning exemptions, plan reviews (Component 1, 2 3 and 4a) and non-building waivers will be performed on an hourly basis, with all applications to include a \$50.00 Administrative Fee (non-refundable).

SEO Services (hourly rate)	\$ 80.00 per hour
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*"Tobyhanna Township reserves the right to assess an additional fee of up to \$80 Per Hour in the event testing requires services rendered by the Sewer Enforcement Officer are in excess above normal and reasonable time frames"*

**Note: All checks should be made payable to "Tobyhanna Township." All fees subject to periodic municipal review and revision.**

# STANDARD CONTRACT TERMS AND CONDITIONS

## 1. DUTIES AND RESPONSIBILITIES

1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

## 2. RESTRICTIONS ON USE OF DOCUMENTS

2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.

2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents, which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.

2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

## 3. STANDARD OF CARE

3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality.

## 4. OBSERVATION SERVICES

4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. If observational services are required, Engineer's services do not include supervision or direction of the actual work of the contractor, his employees, agents, or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse the contractor for defects or omissions in his work.

4.2 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of the contractor, including, but not limited to the contractor's failure to adhere to the plans and specifications regardless of whether or not Engineer is performing observational services. This provision shall be included in the contract between Client and his contractor.

4.3 It is understood that the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site.

4.4 Engineer shall not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

## 5. TERMINATION, SUSPENSION

5.1 This agreement may be terminated by either party upon written notice. In the event of termination, Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.

5.2 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete his files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis records and reports.

5.3 Client shall make no request of Engineer that, in Engineer's reasonable opinion, would be contrary to Engineer's professional responsibilities to protect the public. Client shall take all actions and render all reports required of Client in a timely manner. Should Client fail to do so, Client agrees Engineer has the right to exercise its professional judgment in reporting to public officials. Client agrees to take no action against or attempt to hold Engineer liable in any way for carrying out what Engineer reasonably believes to be its public responsibility. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities or costs arising out of or in any way connected with Engineer's notifying or failing to notify appropriate public officials.

## 6. INVOICES, PAYMENTS

6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1-1/2) percent per month (18% per annum) or fraction thereof on past due payments under this agreement. If an invoice remains unpaid for a period in excess of sixty (60) days Barry Iselt & Associates, Inc., reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.

6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.

6.3 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

## 7. DISPUTES

7.1 In the event that Client institutes suit or arbitration against Engineer because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dropped or dismissed, or if judgment is rendered for Engineer, Client agrees to reimburse Engineer or pay any and all costs and any and all other expense of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of Engineer.

## 8. WARRANTY OF AUTHORITY TO SIGN

8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered, and also that, if Client is a corporation, that the person signing this contract shall be personally liable, if necessary, for all monies owed under this agreement. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

8.2 If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Engineer to proceed with services, then Client shall be deemed to have accepted the terms of the proposal and these Standard Terms and Conditions.

## 9. CHOICE OF LAW

9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

## 10. SEVERABILITY

10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

## 11. REMEDY

11.1 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.

11.2 All claims, disputes, and other matters in question between Engineer and Client, not in excess of \$200,000.00 arising out of or relating to, the contract documents or the breach thereof, shall be resolved as follows:

11.3 A written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, shall be submitted to "Judicate Headquartered in Philadelphia." The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved by mediation, the matter shall then be submitted to arbitration in accordance with paragraph 11.5.

11.4 No mediation, arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement, and signed by Engineer, Client, and any other person sought to be joined. Any consent to mediation, arbitration involving an additional person or persons shall not constitute consent to mediation, arbitration of any dispute not described herein. This agreement to mediate, arbitrate (and any agreement to mediate, arbitrate) with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing mediation, arbitration law.

11.5 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect. Any such arbitration shall be held and conducted in Trexeltown, PA. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## 12. VALIDITY

12.1 It is understood that this agreement is valid for a period of sixty (60) days after which time, if it is not rejected by Client, Engineer reserves the right to revise or withdraw this agreement.

## 13. CHANGES IN THE WORK

13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. Engineer will inform Client of such situations so that negotiations or change in scope and adjustments to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the agreement modified accordingly.

## 14. WARRANTY, LIABILITY, AND INDEMNIFICATION

14.1 Engineer's liability for damages due to error, omission or professional negligence shall be limited to the amount not to exceed \$50,000.00 or Engineer's fee, whichever is less. If Client prefers not to limit Engineer's professional liability to this sum, Engineer will waive this limitation upon Client's request provided that Client agrees to pay an additional consideration for this waiver, prior to commencement of services.

14.2 Client agrees at their/its sole cost and expense to indemnify, defend and hold harmless, Engineer, its subsidiaries, affiliates, officers, employees, and consultants or such other who may have assisted Engineer in the rendering of its services in connection with the project from and against, for any in respect of, and all claims, liabilities, costs, and expenses, including, but without limitation, reasonable attorney's fees and other costs and expenses incident to any claim, demand, suit actions, suffered, sustained or require to be paid by Engineer as a result of any claims, demands or legal proceedings which may be asserted by any party other than Client and in any way relates to any act or error, omission, negligence, carelessness or breach of duty, contractual or otherwise on the part of Engineer in connection with the project. In the event Client is required to defend Engineer under the last paragraph, Engineer shall have the right to counsel of its own choosing.

14.3 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.

14.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Standard SEO Services Fee Breakdown for Tobyhanna Township (Isett Internal Use Only)**

<b>Site Evaluation</b>	<b>\$ 625.00</b>	<b>Installation Inspections</b>	
<b>Township Administration Fee</b>	<b>\$ 75.00</b>	<b>Pressurized Systems</b>	<b>\$ 400.00</b>
<b>Soil Probes (~1.5 hour)</b>	\$ 110.00	Chisel Inspection (1.0 hour)	\$ 80.00
<b>Percolation Test</b>		Sand/Stone Inspection (1.0 hour)	\$ 80.00
Presoak (0.5 hour)	\$ 40.00	Pressure Inspection (1.25 hours)	\$ 100.00
Percolation Test (4.5 hours)	\$ 360.00	Final Inspection (1.0 hour)	\$ 80.00
Suitability Letter (0.5 hour)	\$ 40.00	Final Admin (~0.5 hour)	\$ 50.00
<b>Permit Applications</b>		<b>Gravity Systems</b>	<b>\$ 300.00</b>
<b>New Permits</b>	<b>\$ 275.00</b>	Chisel Inspection (1.0 hour)	\$ 80.00
<b>Township Administration Fee</b>	<b>\$ 35.00</b>	Stone/Piping Inspection (1.25 hour)	\$ 100.00
Review Design (1 hour)	\$ 80.00	Final Inspection (1.0 hour)	\$ 80.00
Stakeout Inspection (1 hour)	\$ 80.00	Final Admin (~0.5 hour)	\$ 50.00
Issue Permit (1 hour)	\$ 80.00		
<b>Minor Repair Permit</b>	<b>\$ 160.00</b>	<b>Verification of Prior Testing</b>	
Issue Permit (0.5 hour)	\$ 40.00	Review File, Site Inspection,	
Inspections (1.5 hour)	\$ 120.00	Complete Verification Form, &	
		Issue Verification Letter (2 hours)	<b>\$ 160.00</b>
<b>Major Repair Permit</b>	<b>\$260.00</b>		
Initial Insp. or BIA - Admin (0.5 hour)	\$ 40.00		
Issue Permit (0.5 hour)	\$ 40.00		
Inspections (3 x 0.75 hour)	\$ 180.00		
<b>Renewals</b>	<b>\$ 160.00</b>		
Review File & Stakeout Insp. (1.5 hour)	\$ 120.00		
Issue Permit (0.5 hours)	\$ 40.00		