

Proposal for
**Clear Spring Road (T-376) Traffic Study and
Roadway Existing Conditions Analysis**

Prepared by:



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Traffic Study and Roadway
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North Annville Township
Lebanon County
Pennsylvania

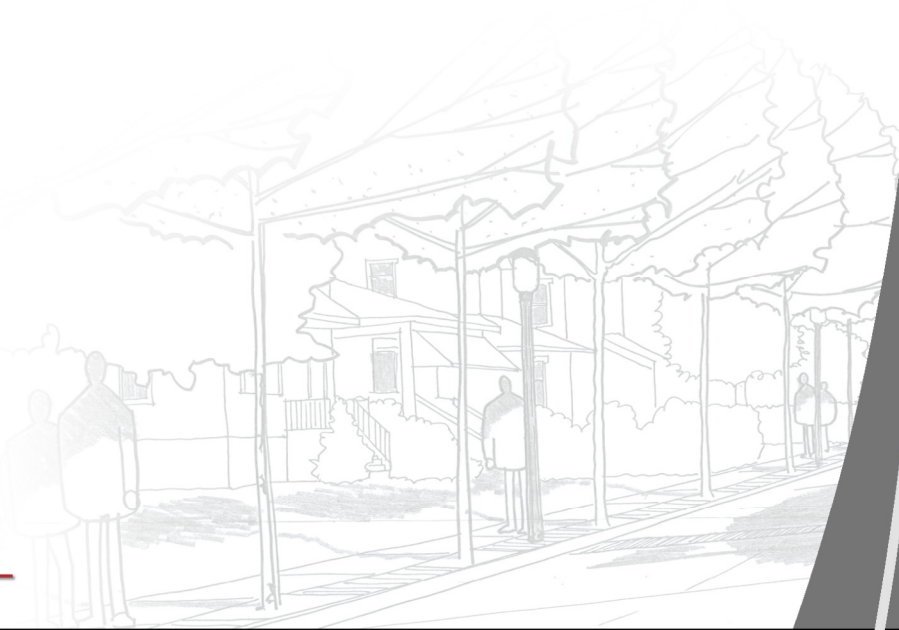
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Clear Spring Road (T-376) Traffic Study and Roadway Existing Conditions Analysis

North Annville Township
Lebanon County
Pennsylvania

1 Cover Letter





April 28, 2023

Adam Wolfe, Township Secretary
North Annville Township
1020 N. Route 934
Annville, PA 17003

**Re: Proposal Response for Clear Spring Road (T-376) Traffic Study
ELA Proposal No. PL01-1527**

Dear Mr. Wolfe:

ELA Group, Inc. (ELA) is pleased to submit our Proposal to provide Traffic Engineering and Transportation Planning Services to North Annville Township related to the Clear Spring Road project. ELA is a progressive, multidisciplinary engineering and land planning firm focused on client satisfaction. To do so, we engage our municipal clients in a highly collaborative manner that ensures efficient, responsible, and informed decision-making. In submitting our Proposal, we have thoroughly reviewed your RFP and understand that, if appointed, we would serve at the pleasure of North Annville Township.

ELA will perform the "Scope of Services" outlined in this proposal from our Corporate Office in Lititz, PA. North Annville Township's Point of Contact will be Mark L. Henise, P.E., PTOE (mlhenise@elagroup.com), who will be the Project Manager. Mark can be reached at (717) 626-7271. Mr. Henise is duly authorized to bind ELA Group, Inc. to its Proposal. ELA will be supported by C.S. Davidson, Inc. (CSD), who will provide any necessary structural analysis and inspections. ELA works with CSD on a regular basis to serve both of our municipal clients.

ELA and CSD recently completed a very similar study for one of our municipal clients, Manchester Township, who has been experiencing a boom in warehousing development in recent years. I hope that you are able to see from my resume that we have extensive experience in addressing a wide variety of truck-related issues. As such, our Scope of Services was written to provide options to the Township for addressing these issues. Upon selection, we would be happy to meet with you to tailor a scope to meet your specific needs. In accordance with the criteria outlined within your RFP, ELA provides the enclosed information about our firm and how we will provide technical support and expertise in our service to North Annville Township. Thank you for your consideration of ELA Group, Inc.

Sincerely,
ELA Group, Inc.

Mark L. Henise, P.E., PTOE
Director: Transportation Engineering
Corporate Office

Corporate Office:
743 South Broad Street
Lititz, PA 17543
(717) 626-7271

2013 Sandy Drive, Suite 103, State College, PA 16803; (814) 861-6328
414 North Jackson Street, Butler, PA 16001; (724) 256-9646

Branches:
Central PA
Western PA
100% Employee Owned Company (ESOP)

2 Key Personnel

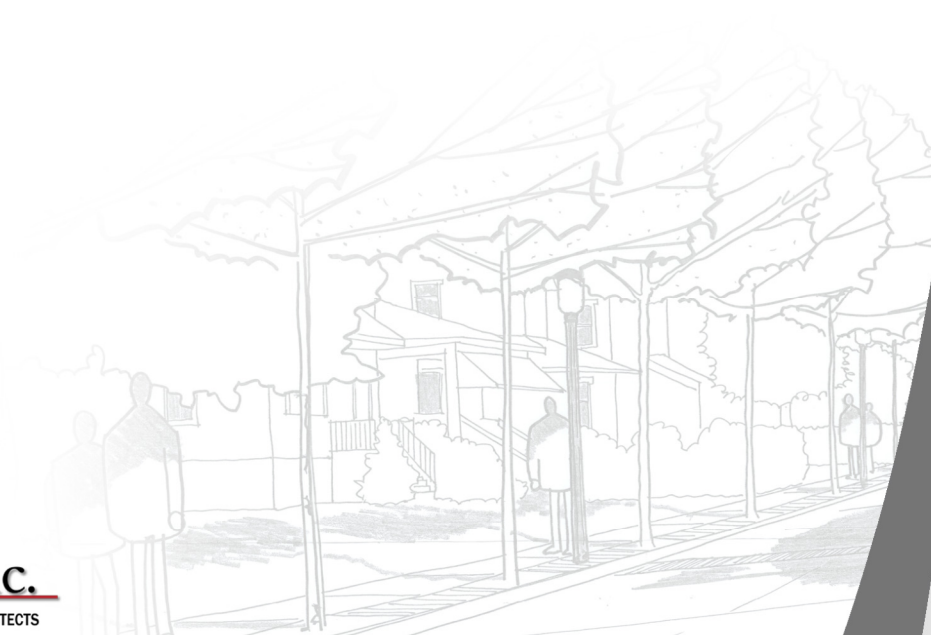
Organization Chart

ELA Group, Inc.

Mark L. Henise, P.E., PTOE
Michelle E. Madzellan, P.E., FASCE
Brian Miller
Dirk H. Shindler

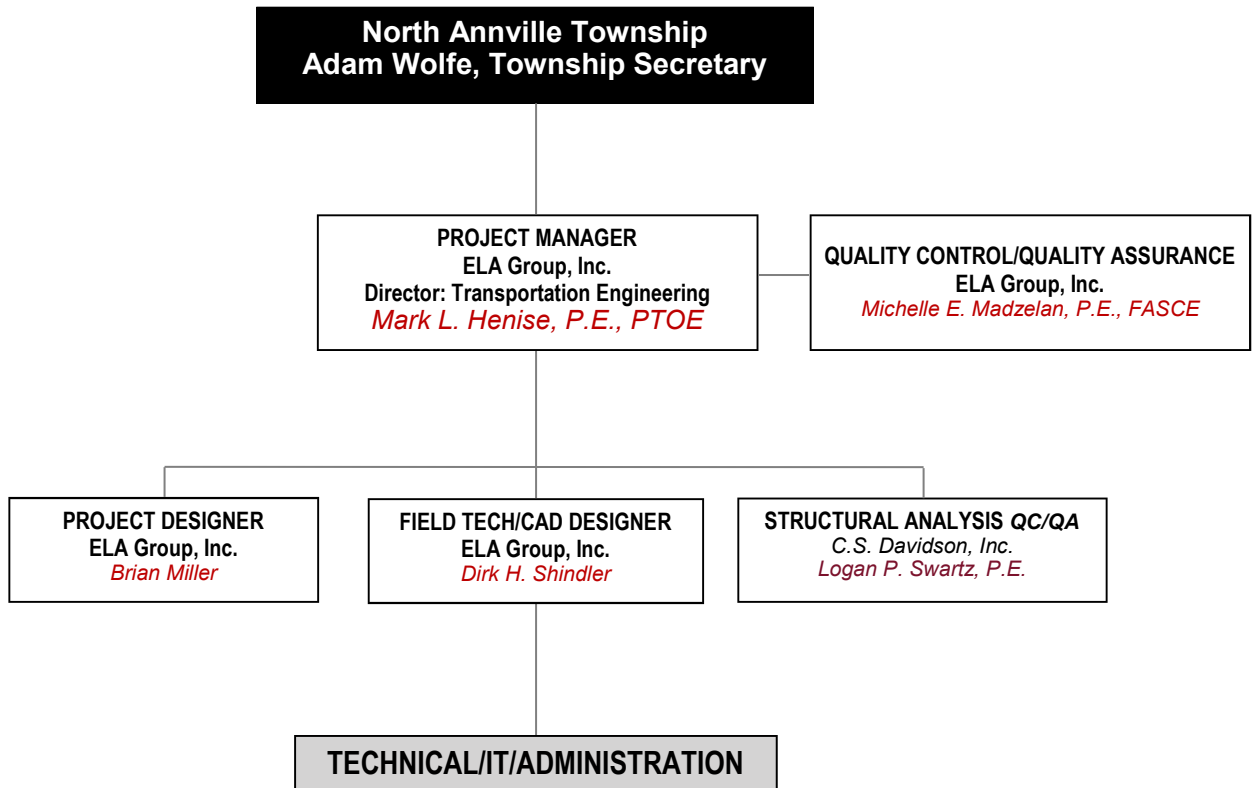
C.S. Davidson, Inc.

Logan P. Swartz, P.E.

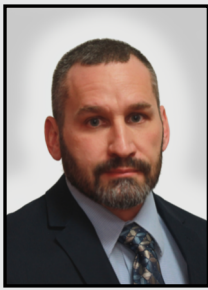


North Annville Township

Clear Spring Road (T-376) Traffic Study and
Roadway Existing Conditions Analysis



- North Annville Township ◆
- ELA Group, Inc. ◆
- C.S. Davidson, Inc. ◆



Registration:
Professional Engineer, PA

MARK L. HENISE, P.E., PTOE
Director: Transportation Engineering

Responsibilities:

Mr. Henise joined ELA Group, Inc. in 2007 as a Senior Transportation Manager in the Traffic and Transportation Services division. Mr. Henise now serves ELA as the Director: Transportation Engineering. His responsibilities include oversight and coordination for the preparation of Traffic Impact Studies, signalized intersection layout and design, municipal traffic engineering reviews, and various other traffic engineering projects.

Education:

Pennsylvania State University, PA
B.S. Civil Engineering – 1996

Continuing Education:

- ♦ Traffic Signal Design and Operation
- ♦ Traffic Signal Operation in Coordinated Systems
- ♦ Traffic Engineering & Safety Conference (1996, 1999-2004, 2006, 2007, 2009-2011, 2014-2021)

Certification:

- ♦ Professional Traffic Operations Engineer, 2002
- ♦ IMSA Work Zone Safety, 2008
- ♦ IMSA Traffic Signal Tech.-Level I, 2008
- ♦ IMSA Traffic Signal Tech.-Level II, 2009

Professional/Technical

Affiliations:

- ♦ Engineering Society of York
- ♦ York Area MPO Technical Committee (2010-2015)
- ♦ Hallam Borough Council (2005-2013)
- ♦ Hallam Borough Planning Commission (2014-2015)
- ♦ Institute of Transportation Engineers
- ♦ VFW Life Member

Previous Experience:

Project Engineer

Rettew Associates, Inc.
Lancaster, PA
5/96 – 4/01

Senior Traffic Engineer

Buchart-Horn, Inc.
York, PA
4/01 – 6/03

Senior Traffic Engineer

Lake Roeder Hillard and Associates
Lancaster, PA
6/03 – 7/07

Years of Experience:

Years with this firm: 16 yrs
Years with other firms: 11 yrs

Key Project Experience:

- Susquehanna Trail Corridor Study, Manchester Township, York County, PA – Served as Project Manager for a 2.4-mile section of Susquehanna Trail to evaluate the impact of planned industrial development in the area on the safety of the roadway. The study involved developing traffic projections based upon new traffic counts and new development projections from traffic impact studies, performing an inventory of existing travel lane and shoulder widths, comparing existing widths with PennDOT criteria based upon traffic volumes, and preparing construction cost estimates for improvements necessary to meet the criteria. ELA also coordinated with a structural engineering subconsultant for the evaluation of 3 culverts along the corridor and recommendation and cost estimates for improvements.
- SR 0772 Rerouting Study, Lancaster County Planning Commission, Warwick and Penn Townships, and Lititz and Manheim Boroughs, Lancaster County, PA – Served as Project Engineer for the preparation of a planning study to identify and evaluate potential routes for a designated PA 772 Truck Route through the subject municipalities to route large trucks around the boroughs due to narrow streets, tight turning radii, high pedestrian volumes, and historic structures.
- Locust Point Road Truck Restriction Study, Conewago Township, York County, PA – Served as Project Manager for the preparation of a traffic and engineering study to prohibit large truck traffic on a section of state road because the alignment caused trucks to off-track off the shoulder and onto an adjacent property. The study involved a site visit to document the road and shoulder conditions, truck turning analysis using AutoTurn software, the preparation of PennDOT form TE-109, and the preparation of a signing plan. The study was submitted to and approved by PennDOT.
- PPL Brunner Island, East Manchester Township, York County, PA – Served as Project Manager for the completion of PA DEP Form D requirements, including preparation of a Traffic Impact Assessment, related to the clean closure of an ash basin. The clean closure involved hauling approximately 3 million tons of fly ash and bottom ash over a 12-year period (approximately 250,000 truck trips). The Form D Traffic Impact Assessment included a comprehensive analysis of the 7-mile truck route from the facility to the nearest interstate highway. The comprehensive analysis involved driving the route to identify land uses and or environmental features that may be impacted by additional truck traffic, measuring intersection sight distances, evaluating truck turning movements at intersections using AutoTurn software, and evaluating intersection capacities. The study was approved by PennDOT and PA DEP.
- Morningside Drive Truck Restriction Study, West Lampeter Township, Lancaster County, PA – Served as Project Manager for the preparation of a traffic and engineering study to prohibit large truck traffic on a section of township-owned road because the alignment caused trucks to off-track into opposing lanes and because of the crash history along a curvy section of the road. The study involved a site visit to document the road conditions, truck turning analysis using AutoTurn software, the preparation of PennDOT form TE-109, and the analysis of crash data.
- Lebanon Rails Business Park, West Lebanon Township, Lebanon County, PA – Served as Project Manager for the preparation of a traffic impact study for the development of an existing industrial park with an additional 715,000 square feet of manufacturing buildings. The study area consisted of 13 intersections. The project involved coordination with 5 municipalities, in addition to Lebanon County and PennDOT.

100% Employee Owned Company
(ESOP)



Offices in:

Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

www.elagroup.com

Key Project Experience:

- South Annville Sewer Partners Regional Traffic Impact Study, South Annville Township, Lebanon County, PA – Served as Project Engineer for a traffic impact study that involved 7 different residential developments and 1 industrial development in South Annville Township. The developers of the 8 sites collaborated to produce one comprehensive traffic impact study covering 12 intersections.
- North Londonderry Township Regional Traffic Impact Study, North Londonderry Township, Lebanon County, PA – Served as Project Engineer for a traffic impact study that involved 4 different residential developments and approximately 1,000 residential units in North Londonderry Township. The developers of the 4 sites collaborated to produce one comprehensive traffic impact study covering 8 intersections.
- Municipal Traffic Reviews for Proposed Industrial Uses in Multiple Municipalities, York and Lebanon Counties, PA – Served either as the appointed municipal traffic consultant or a traffic subconsultant to the designated municipal engineer for the review of traffic impacts studies and/or land development plans for more than 30 different industrial projects over the last 3-4 years. Many of the projects were warehouses and many involved evaluating concerns related to large truck traffic. Some of those concerns included roadway curvature, the ability of trucks to make turns at intersections, increased truck traffic through residential areas, and the impact of the heavy trucks on the pavement structure and bridges and culverts. Some of the larger developments included:
 - Core 5 at Laughman Farms – 606,400 sf of warehousing space in 3 buildings – Warehousing development that connected to an existing industrial park. Since this development connected to an existing industrial park, there was infrastructure in place to accommodate the large truck traffic. The primary focus of the traffic impact study review was the evaluation of intersection capacities and whether the intersection at the entrance to the industrial park would meet traffic signal warrants.
 - Core 5 at Codorus Quarry – 1,626,000 sf of warehousing space in 5 buildings – Warehousing development on a former quarry property, adjacent to a small industrial park. The only reason that this property was in an Industrial zoning district because it was a former quarry. The area was not planned for an industrial development of this size generating the high volume of large truck traffic that it is expected to generate. The most direct route to the nearest interstate has a one-lane railroad underpass and a congested, tight intersection in a residential area where trucks routinely hit a traffic signal pole. In addition to reviewing a land development plan and traffic impact study to ensure that any congestion issues were addressed, the Township staff also worked with the developer to create an alternative designated truck route to the interstate that avoids the underpass and transfers turning movements to an intersection more suitable for large trucks. The truck route signing plan was developed that included general truck restrictions, truck turn restrictions, and guide signs marking the alternative truck route.
 - Manchester Commerce Center – 2,734,000 sf of warehousing/distribution space in 3 buildings – Warehousing development on a former agricultural property. Since this development is planned on a former agricultural property, with residential and agricultural uses in the immediate vicinity, there is not the infrastructure in place that normally is available in an existing industrial area. In addition to concerns over the existing roadway network, the project also involves the construction of a new roadway (approximately 4,400 feet long) that will eventually be dedicated to the Township. In addition to the review of the land development plans, Mr Henise reviewed the traffic impact study, performed a detailed review of the new roadway plans to ensure that the design was adequate for large truck traffic, reviewed the proposed developer's agreement, and participated in numerous meetings with Township staff and the development team.



Registration:

Professional Engineer,
PA, MD and VA

MICHELLE E. MADZELAN, P.E., FASCE

Senior Transportation Manager

Responsibilities:

Ms. Madzelan joined ELA Group, Inc. in May 2017 as a Senior Transportation Manager in our Traffic and Transportation Services Division. Credited with expertise as a Transportation Project Manager, project marketing and budget management, her responsibilities include design and PennDOT permitting of community development projects, transportation and traffic improvement projects.

Education:

University of Dayton, OH
B.S. Civil Engineering – 1998

Key Project Experience:

Professional/Technical Affiliations:

- ♦ American Society of Civil Engineers, Central PA – Fellow Member, Director of Member Services, Co-Chair Transportation Technical Group, York College Practitioner Advisor, Section CPEWC Representative and Past Section President.
- ♦ American Society of Civil Engineers National Technical Program Sub-committee member
- ♦ American Society of Civil Engineers, Central PA – Co-Chair 2022 Pennsylvania Report Card
- ♦ Central PA Engineers Week Council – Current Events Committee Co-Chair and past Council Chair
- ♦ Engineering Society of York Member
- ♦ Women's Transportation Seminar – past Board of Directors Treasurer, past Chapter Liaison & Member

- Kreider Farms, East Hanover Township, Lebanon County, PA – Served as the project manager and design engineer for the Highway Occupancy Permit permitting for the new poultry & egg farm. Project evaluated existing narrow rural road system to identify possible truck off-tracking and improve roadways and intersections to allow a safer roadway network for the increased truck traffic.
- Susquehanna Trail Corridor Study, Manchester Township, York County, PA – Served as Project Engineer and was responsible for evaluation of Susquehanna Trail to safely accommodate existing truck traffic. The project evaluated existing roadway widths and roadside obstructions to determine the appropriate areas to widen or improve the roadway and shoulders for safe usage by nearby industrial truck traffic.
- Godshalls Quality Meats, North Lebanon Township, Lebanon County, PA – Served as project manager for the preparation of a traffic impact study and PennDOT coordination for the expansion of the meat processing plant. Coordinated the collection of traffic data. Responsible for traffic analysis and Turn Lane Warrant Analysis Report to accommodate additional truck traffic on the local roadway network.
- Countryside Ag Custom Fertilizer Mixes, Bart Township, Lancaster County, PA – Served as project engineer for PennDOT highway occupancy permitting and coordination. The project developed new custom fertilizer mix facilities. The project improved SR 372/SR 896 to accommodate agricultural truck traffic.
- Herbruck's Poultry Ranch, Montgomery Township, Franklin County, PA – Served as the project manager for the truck route permitting and design engineer for the Highway Occupancy Permit coordination. Was responsible for creating construction drawings and PennDOT coordination.
- Miller Bed & Breakfast, Union Township, Lebanon County, PA - Served as project manager for the preparation of a traffic impact study for a new wedding venue building and bed & breakfast. Coordinated the collection of traffic data. Responsible for traffic analysis and HOP permitting for increased traffic along SR 0072.
- 422 Storage Units, North Lebanon Township, Lebanon County, PA – Served as project manager for the preparation of a traffic impact study and PennDOT coordination for the creation of 112 new storage units. Coordinated the collection of traffic data. Responsible for traffic analysis and Turn Lane Warrant Analysis Report.
- Paving Project, Swatara Township, Dauphin County, PA – Served as the project engineer and project manager. Was responsible for reviewing site conditions, layout of new paving section, coordinating with Dauphin County for Dauphin County Infrastructure Bank (DCIB) funding approvals, created construction drawings and specifications and managed construction.
- Gypsy Hill and Long Rifle Road Intersection Realignment, West Lampeter Township, Lancaster, PA – Served as the design engineer responsible for obtaining PennDOT design clearances and approvals, creating contract drawings and specifications and communicating with the Township, PennDOT, and utility companies.
- McGinness Airfield Development, Columbia Borough, Lancaster County, PA – Evaluated the existing road network for impacts of large mixed use land development. Assisting in improvement concepts for roadway networks within the adjacent area for anticipated truck traffic on surrounding roadway network.

Previous Experience:

Highway Project Manager

Herbert, Rowland & Grubic, Inc.
Harrisburg, PA
10/2014 – 5/2017

Project Manager

RJM Engineering, Inc.
Ellicott City, MD
10/2013 – 10/2014

Project Manager & PennDOT HOP Quality Control

C.S. Davidson, Inc.
York, PA
6/2001 – 10/2013

Years of Experience:

Years with this firm: 6 yrs
Years with other firms: 19 yrs

100% Employee Owned Company
(ESOP)



Offices in:

Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

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ENGINEERS • LANDSCAPE ARCHITECTS



Responsibilities:

Mr. Miller began ELA Group, Inc., in 1996 following tenure with Herbert, Rowland & Grubic, Inc. (Harrisburg & Lancaster). Mr. Miller's responsibilities include project management/coordination, drainage and storm water management facility design, roadway and transportation design, Highway Occupancy Permits and PennDOT oversight projects, public involvement meetings, utility coordination, PennDOT ECMS, PennDOT CE/EA system; construction drawings and specifications, erosion and sedimentation control plans, and plan preparation.

Education:

- ♦ Pennsylvania State University, PA
- ♦ B.S. Structural Design & Construction Engineering Technology-2001
- ♦ Associate Mechanical Engineering Technology-1996

Training:

- ♦ AIA Standard Form Construction Contracts
- ♦ Computational Methods in Storm Water Management
- ♦ Confined Space Entry Training
- ♦ Improving Public Works Const. Inspection Skills
- ♦ Law of Easements: Legal Issues in Pennsylvania
- ♦ PENNDOT AutoTab Training
- ♦ PSATS Fall Township Engineers Seminar
- ♦ Strategic Planning, Valuation and Ownership Transitions for Engineering Firms
- ♦ Traffic Control in Work Zones - A Common Sense Approach

Professional/Technical Affiliations:

- ♦ Penn Township, Lancaster County Zoning Hearing Board Member (2010-May 2016), Chairman (2011-May 2016)

Previous Experience:

Drafting Tech.
Herbert, Rowland & Grubic, Inc.
Harrisburg, PA
10/89 – 1/91

CADD Operator
Herbert, Rowland & Grubic, Inc.
Lancaster, PA
1/91 – 9/96

Years of Experience:

Years with this firm: 26.50 yrs
Years with other firms: 7 yrs

Key Project Experience:

Civil and Municipal

- Roadway and Stormwater Improvements, Construction drawings, specifications, state permitting for multiple projects in East Earl Township, Penn Township, West Lampeter Township, Earl Township, Warwick Township, and Atglen Borough.
- Culvert Replacements, Construction drawings, specifications, and environmental permitting for multiple projects in Earl Township, East Earl Township, Penn Township, Rapho Township, Warwick Township, and West Lampeter Township.
- Manheim Pike (SR 0072), Sun Hill Road, and Oak Street, Penn Township, Lancaster County, PA – Construction drawings for intersection improvements, including curb, storm drainage, and roadway reconstruction. Preparation of construction drawings, specifications, and construction administration services.
- Rothsville Rd & 6th St/Clay Rd Roundabout, Warwick Township, Lancaster County, PA – Construction administration and oversight of project for Township.

Local Lead/PennDOT Oversight – Intersection Improvements

- SR 0222 and Millwood Road, West Lampeter Township, Lancaster County, PA.

Miscellaneous

- Pavement Restoration Projects, Construction drawings and specifications for various pavement repair/maintenance projects primarily associated with schools and colleges located in Lancaster, Chester, and Delaware counties.
- Hempfield Area School District, East Hempfield Township, Lancaster County, PA – Construction drawings and specifications for a multi-year district wide maintenance program for sidewalk, curb, pavement, curb ramps, etc.
- New Hope Solebury School District, New Hope, Bucks County, PA - Construction drawings and specifications for a district wide maintenance program for parking lot, access drive and playground pavement areas.

Roadway and Transportation

- Quentin Road (Route 72) and Rockerty Road, North Cornwall Township, Lebanon County, PA – Construction drawings for intersection improvements project associated with new commercial facility, including traffic signal replacement, and installation of turning lanes storm drainage.
- Village Road Improvements, West Lampeter Township, Lancaster County, PA – Construction drawings and specifications for roadway improvements including traffic signal/turning lanes and storm drainage.
- Willow Valley Interchange Complex, Rapho Township, Lancaster County, PA – Construction drawings for roadway improvements along Rt. 72, including traffic signal/turn lanes and storm drainage for a new business complex on a 10-acre site.

Storm Water Management

- West Chester Area School District – New Bayard Rustin High School, Westtown Township, Chester County, PA – Drainage design, construction drawings, and specifications for a new high school campus on 160-acre site, including PennDOT Highway Occupancy Permitting.

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(ESOP)



Offices in:
Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

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Responsibilities:

Mr. Shindler began ELA Group, Inc. in October 2001 for an externship through YTI. He was hired full-time in April 2002 as a CAD Technician and then promoted to Senior CAD Design in 2014, working through 2016 before moving on to work with his family construction business. He rejoined ELA Group, Inc. in September of 2020 as a Senior CAD Designer. His responsibilities include design and preparation of Highway Occupancy Permit plans and applications, preparation of Right-of-Way plans, preparation of Traffic Signal Permit plans, design of ADA compliant pedestrian facilities, and roadway evaluations for proposed access drive locations and roadway improvements.

Key Project Experience:

Institutional

- Lancaster General Hospital, City of Lancaster, Lancaster County, PA – Prepared Highway Occupancy Permit plans for access drives into new parking garage. Project also required preparation of Traffic Signal Permit Plan for new traffic signal, as well as modifications to two existing traffic signal permit plans.
- Manheim Township School District, Manheim Township, Lancaster County, PA – Prepared Highway Occupancy Permit plans for two school access drives and roadway widening along Oregon Road and Valley Road. Plans included roadway profiles, cross-sections, signage and pavement markings, and construction plans. Prepared traffic signal permit plan and traffic signal construction plan for intersection of Valley Road and Access Drive.
- Warwick School District, Warwick Middle School, Warwick Township/Lititz Borough, Lancaster County, PA – Prepared Highway Occupancy Permit plans and Traffic Signal Permit plan for roadway improvements at Orange Street & Campus Drive/Second Avenue, and Orange Street & Limerock Road. Plans included construction plans, signage and pavement markings, roadway profiles and cross-sections.
- Evangel Assembly of God, Ephrata Township, Lancaster County, PA – Prepared Highway Occupancy Permit plans and Right-of-Way plans for church access drive and roadway widening along Hahnstown Road. Plans included construction plans, signage and pavement markings, roadway profiles, and cross-sections.

Residential

- Anderson Ferry Road – Roadway Frontage Improvements, East Donegal Township, Lancaster County, PA – Prepared Highway Occupancy Permit Plans for roadway frontage improvements along Anderson Ferry Road. Plans included construction plans, roadway cross sections, and spot elevations for proposed widening and installation of curb.
- Campbelltown – Londonderry L.L.C., The Lewis Tract Subdivision, North Londonderry Township, Lebanon County, PA – Prepared Highway Occupancy Permit Plans for two Local Roads onto and roadway widening and left-turn lane on Campbelltown Road.
- Nursery Road Subdivision, East Prospect Borough/Lower Windsor Township, York County, PA. Prepared Highway Occupancy Permit Plans for two Local Roads, as well as permit drawings for Water & Sanitary Sewer utility connections.

Roadway and Transportation

- Borough of Atglen – Atglen Streetscape, Atglen Borough, Chester County, PA – Prepared Highway Occupancy Permit plans and Streetscape plans for W. Main Street streetscape improvements.
- East Earl Township – Conestoga Creek Bridge Replacement, East Earl Township, Lancaster County, PA – Designed and Prepared construction plans, MPT plans, Line and Grade plans, profiles, cross sections.

Education:

York Technical Institute, PA
Associates Degree in Specialized Technology in
Computer Aided Drafting & Design – 2002

Previous Experience:

Laborer

Stambach and Shindler, Inc.
York County, PA
1/17 – 9/20

Senior CAD Designer

ELA Group, Inc.
Lancaster County, PA
12/14 – 12/16

CAD Technician

ELA Group, Inc.
Lancaster County, PA
4/02 – 12/14

CAD Technician - Externship

ELA Group, Inc.
Lancaster County, PA
10/01 – 4/02

Years of Experience:

Years with this firm: 17.75 yrs
Years with other firms: 4 yrs

100% Employee Owned Company
(ESOP)



Offices in:

Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

www.elagroup.com

Key Project Experience:

- East Earl Township – Turkey Farm Road Realignment & Terre Hill Road Realignment, East Earl Township, Lancaster County, PA – Designed and Prepared Construction plans for East Earl Township for the Realignment of Turkey Farm Road & Terre Hill Road. Plans included demolition plans, construction plans, profiles, cross sections, grading plans, and signage and pavement marking plans.
- Lititz Borough – Hometown Streets, Lititz Borough, Lancaster County, PA – Prepared plans for streetscape improvements along Broad Street and Main Street. Prepared permit plans for In-Roadway Warning Lights for crosswalks on Broad Street and Main Street. Revised Traffic Signal Permit Plan for Broad & Main per new streetscape.
- Manchester Township - Susquehanna Trail Corridor Study, Manchester Township, York County, PA – Performed roadway evaluation for an approximately 2.5-mile section of Susquehanna Trail for future roadway improvements. The evaluation included investigation of existing roadway characteristics, existing utilities, and existing drainage culverts. Prepared conceptual roadway plans and cost estimates for future roadway improvements.

Traffic Signal Plans

- Baltimore Pike (Rt. 94) and Fairview Drive, West Manheim Township, York County, PA – Designed and Prepared permit plans and construction plans along with intersection improvements.
- Horseshoe Pike (Rt. 322) and Thistledown Drive, South Londonderry Township, Lebanon County, PA – Designed and Prepared signal permit plans and construction plans.
- Lancaster Pike (Rt. 272) and Truce Road, Providence Township, Lancaster County, PA – Designed and Prepared permit plans and construction plans
- Manheim Road (Rt. 772) and Elmcrest Blvd., Rapho Township, Lancaster County, PA – Designed and Prepared permit plans and construction plans.
- Ritner Highway (Rt. 11) and Conestoga Drive, Shippensburg Township, Cumberland County, PA – Designed and Prepared signal permit plans and construction plans.
- W. Orange Street (Rt. 772) and Campus Drive/Second Avenue, Lititz Borough, Lancaster County, PA – Designed and Prepared permit plans and construction plans along with intersection improvements.

Traffic Signal Permit Plans – Prepared plans for PennDOT Approval

- Baltimore Pike & Fairview Drive, West Manheim Township, York County, PA
- George Street & Woodland View Drive, Manchester Township, York County, PA
- Harrisburg Avenue & College Avenue, City of Lancaster, Lancaster County, PA
- Manheim Pike & Sun Hill Road, Penn Township, Lancaster County, PA
- Lititz Pike & Wynfield Road, Warwick Township, Lancaster County, PA
- Main Street & Church Street, Warwick Township, Lancaster County, PA
- Maple Street & Hartman Street, Manchester Borough, York County, PA
- Quentin Road & Rocherty Road, North Cornwall Township, Lebanon County, PA
- Valley Road & School Access, Manheim Twp, Lancaster County, PA
- East Prospect Road & Edgewood Road, Signal Modifications, Windsor/York Townships, York County, PA

Traffic Signal Flasher Permit Plans

- Clay Elementary School Flasher Permit Plans, Clay Township, Lancaster County, PA
- Hidden Driveway Flasher Permit Plans, Warwick Township, Lancaster County, PA
- Manheim Central Middle School Flasher Permit Plans, Manheim Borough, Lancaster County, PA

Utility Permits

- Strasburg Borough Authority, Strasburg Borough, Lancaster County, PA. Prepared plans for borough-wide stormwater and water line replacement project.

Misc. Permit Plans

- Clay Elementary School Flasher Permit Plans, Lancaster County, PA
- Heck Road Hidden Driveway Flasher Permit Plans, Lancaster County, PA
- In-Roadway Warning Lights Crosswalk Permit Plan, City of Lancaster, Lancaster County, PA



Exploring Possibilities....
...Finding Solutions

Logan P. Swartz, P.E.

Project Manager



Logan P. Swartz, P.E. serves as a project manager specializing in bridge projects. He is responsible for oversight of all project deliverables, specifically bridge design, and contract documents. In addition to coordinating with support personnel, Mr. Swartz's responsibilities include bridge inspection, collection and assembly of project data, design calculations, and the non-technical project related work. Mr. Swartz has first-hand experience in bridge design, inspection, construction oversight and permitting submittals.

Professional Registration

- Professional Engineer, PE083735, PA - 2015
- Bridge Safety Inspector, PA - 2010
- FHWA-NHI-130078 Fracture Critical Inspection Techniques for Steel Bridges, PA - 2018

Education

- B.S., Structural Design and Construction Engineering Technology, Structural Design Option, The Pennsylvania State University, 2010

Continuing Education

- Biennial—24 hours of continuing education credits

Professional Experience

York County Bridge Inspection Program

Various Municipalities, York County, PA

- This project involved multi-year contracts with the York County Board of Commissioners, including agreement 08A163, to inspect 116 municipal and 90 county-owned bridges in York County. Mr. Swartz served as a certified team leader responsible for special and routine inspections. He was also responsible for reports, structural analysis, and load capacity certifications as needed.

Susquehanna Trail Corridor Study

Manchester Township, York County, PA

- Bridge Inspection reports for all structures within the evaluation corridor were reviewed to determine existing structural and traffic safety conditions. These existing conditions were then evaluated against the proposed use of the corridor due to new development and higher traffic counts. Resulting recommendations for improvements to the existing structures were assessed, and cost estimates for replacement & rehabilitation were provided. Estimates included construction costs and engineering fees, including required endangered species studies and right-of-way acquisition. This information was utilized to evaluate the best path forward for improvements to the corridor.

Bridge Maintenance

Manheim Township, Lancaster County, PA

- This project involved the maintenance of two separate bridges in Manheim Township. The two bridges included one on Buch Avenue and one on Lititz Road. The maintenance items included updating safety features, superstructure and substructure work. Mr. Swartz was responsible for performing field measures, developing repair details and overseeing the development of contract documents. Repairs included installation of an appropriate bridge railing system and repairs to a concrete bridge deck. During construction, Mr. Swartz answered contractor questions, reviewed contract paperwork and reviewed inspection reports.

Franklin County Bridge Inspection Program

Various Municipalities, Franklin County, PA

- This project involved two contracts with the Franklin County Board of Commissioners, including agreement L00093, to inspect 17 municipal and 75 county-owned bridges in Franklin County. Mr. Swartz served as the project manager and was responsible for the overall quality of the bridge inspection reports, ensuring that they were prepared in accordance with the NBIS and PennDOT requirements.



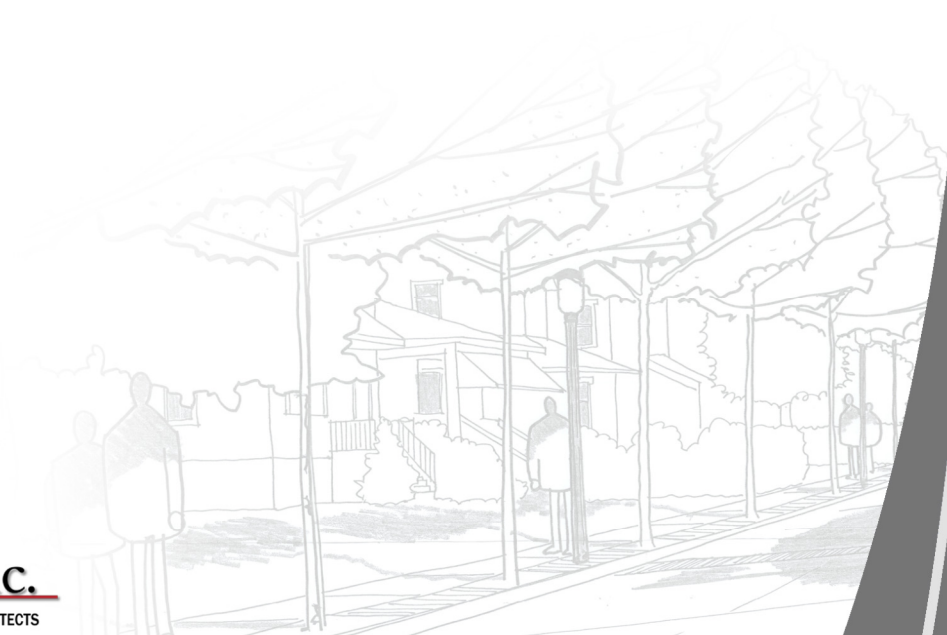
C.S. DAVIDSON, INC.

38 North Duke Street, York, PA 17401 | (717) 846-4805
50 West Middle Street, Gettysburg, PA 17325 | (717) 337-3021
315 West James Street, Suite 102, Lancaster, PA 17603 | (717) 481-2991

CSDavidson.com

3 Scope of Services

Scope of Services
Terms and Conditions for Consulting and Design
2023 Hourly Billing Rate Schedule



It is our understanding that North Annville Township has concerns regarding the large amount of industrial development occurring in neighboring municipalities, the amount of truck traffic that these developments are expected to generate, and the impact that this truck traffic could have on Clear Spring Road and the properties along it. This impact, and methods to mitigate it, can be evaluated in several ways.

Large truck traffic differs from passenger car traffic in many ways. Because of their weight, large trucks have a greater impact on the structural stability of pavements, bridges and culverts. They also require greater stopping distances. Because of their width and length, large trucks require more space to make turning movements, both at intersections and along curvy sections of road. They also take up more space in turning lanes at intersections. In residential areas, the noise caused by large trucks can be an issue. The noise issue can be exacerbated in hilly areas, where trucks are accelerating climbing hills and using engine brakes when descending hills.

In order to effectively evaluate the impact of the anticipated truck traffic, ELA Group, Inc. (ELA) has prepared multiple scopes of services. North Annville Township may choose to complete any or all of them. The Masterplan, Cost Estimates and Report will be prepared based upon all of the analyses selected. The scopes are as follows:

- A. Traffic Impact Study and Existing Conditions Analysis
- B. Trailer Off-Tracking and Structural Analysis
- C. truck Restriction Study
- D. Engine Brake Restriction Study
- E. Masterplan, Cost Estimates, and Report

A. Traffic Impact Study and Existing Conditions Analysis

1. Data Collection and Processing – ELA will meet with the Township to review recent construction activity, anticipated construction activity, and other relevant information related to the analysis. This work shall also include traffic counting efforts for the purpose of establishing existing traffic volumes, origin destination data, and “pass-through” traffic (traffic that uses Clear Spring Road with no origin or destination along Clear Spring Road). The cost to collect existing traffic count data at three (3) study intersections during the AM and PM peak periods would be \$2,000. Additional intersections can be counted at an additional cost of \$600 per intersection. Evaluating origin-destination data using Bluetooth technology to determine the volume of traffic passing through the entire corridor from Benjamin Franklin Highway (US 422) to Bellegrove Road (SR 934) would be an additional \$2,000.
2. Existing Conditions and Core Borings – ELA will provide an analysis report of the physical conditions of the roadway (i.e. lane widths, shoulder conditions, horizontal and vertical alignment, signage, markings). ELA will also provide a recommendation regarding the number and location of pavement core borings to determine the general overall condition of the roadway pavement and recommend roadway weight limits as may be applicable. We understand that the cost of the core borings will be the responsibility of the Township. It should be noted that CS Davidson (CSD)

has the capability to perform and analyze the core borings, so the ELA team has that in-house capability.

3. Existing Conditions Model – ELA will prepare a calibrated existing conditions model for the study intersections along Clear Spring Road using Synchro software. The existing conditions analysis will be prepared using standard PennDOT analysis methods and will also include the preparation of a SimTraffic microsimulation analysis using software for modeling AM and PM peak periods. ELA will calibrate the SimTraffic model until the general traffic operations shown in the model are substantially consistent with observed existing traffic conditions from the data collection efforts. This model will provide a basis of comparison from which improvement alternative can be compared.
4. Traffic Projections (“No-Build” analysis) – ELA will calculate 5-year and 20-year projections of the existing traffic conditions to evaluate the long-term effectiveness of current roadway conditions. Traffic growth will be projected using the most current county-wide growth rate as issued by PennDOT Bureau of Planning and Research. ELA will contact neighboring municipalities to get information on approved or planned nearby developments that will contribute traffic to Clear Spring Road. The additional traffic from these approved or planned nearby developments will also be included in this analysis.
5. Future Conditions (5-year and 20-year projections) Model – ELA will use calibrated existing conditions model to analyze the 5-year and 20-year projection volumes to determine any anticipated intersection capacity or queuing deficiencies at any of the study intersections when compared to the existing conditions analyses.
6. Pavement Analysis – ELA will use the results of the core borings and the calculated future traffic volumes to determine if the current pavement structure on Clear Spring Road is adequate to accommodate the projected future traffic volumes. If it is not adequate, ELA will design a pavement section that will accommodate the projected future traffic volumes.
7. Crash Data Analysis – ELA will obtain data for crashes occurring over the past 5 years along the study corridor from PennDOT and the local police department. We will analyze that data to determine if there are any accident trends that may be corrected by roadway improvements. We will also evaluate the data to determine if there are any trends specific to large truck traffic.
8. Improvements Analysis – ELA will develop improvement alternatives to mitigate any capacity or queuing deficiencies identified above. Alternatives will be evaluated in light of the following Measures of Effectiveness (MOE's): HCM 2010 macro-analysis for Level of Service (LOS) and 95th Percentile Back-of-Queue results at Route 422 and other intersections along Clear Spring Road; travel times for major pass through routes using Performance Reports; and a review of the Sim Traffic Simulation animations to evaluate occurrences of blocking, turn-pocket overflow, and spillback and their potential negative effect on traffic operations. Alternatives will include conventional roadway improvements (i.e. radius improvements, travel lane widening, turn lane implementation, etc.). Alternatives will also be evaluated in light of priority and timing of implementation.

B. Trailer Off-Tracking and Structural Analysis

1. Trailer Off-Tracking Analysis – ELA will prepare a base map of the corridor using available GIS mapping, supplemented by field measurements. We will use AutoTurn software to “drive” a WB-67 tractor trailer through the curves on Clear Spring Road to determine if off-tracking is occurring and if that off-tracking results in any part of the tractor trailer leaving the travel lane.
2. Structural Analysis – ELA/CSD will collect any available pavement history data and bridge inspection reports from North Annville Township and other applicable agencies. ELA/CSD will then analyze the data and reports to determine if they contain sufficient information for making a determination on the ability of the pavement, bridges, and culverts to effectively accommodate the projected future traffic volumes. Should a field inspection of any structures be necessary to make an accurate determination of whether they are sufficiently to accommodate the anticipated loading, we do have a certified bridge safety inspector on our team with the capability to perform any necessary inspections.

C. Truck Restriction Study

1. Data Collection – If not already completed for previous scope items, the ELA Team will collect any available information on the existing pavement section and the condition of the structures along the corridor. We will also visually examine the road surface conditions to determine whether any deterioration is visible. During that same site visit, we will also complete the operational and physical checklists on PennDOT Form TE-109 (Engineering and Traffic Study for Restrictions as to Weight, Size, Kind or Class, or Type of Load Based on Highway, Bridge, or Traffic Conditions).
2. PennDOT TE-109 Traffic Study – ELA will complete the PennDOT form and provide it to North Annville Township for documentation to support any ordinances required to enact a truck restriction. Even though Clear Spring Road is not a state road, ELA recommends completing the study using the PennDOT form because it provides a comprehensive list of the study elements. Also, PennDOT would need to approve any truck turn restriction signs that the Township wishes to place on the state roads at either end of the corridor, so having the study in the PennDOT format makes that process easier.

D. Engine Brake Restriction Study

1. Data Collection – ELA will conduct a site visit to complete the operational and physical checklists on PennDOT Form TE-104 (Engine Retarder Restriction Engineering and Traffic Study). ELA will also take measurements of the centerline grade of the road at regular intervals in areas with significant grades. One of the requirements to enact an engine brake restriction is that the average downhill grade cannot exceed 4% over any 500-foot section of road. ELA will calculate average grades and lengths for all segments measured.
2. Crash Analysis – If not already completed for previous scope items, ELA will obtain data for crashes occurring over the past 5 years along the study corridor from PennDOT and the local police department. We will analyze that data to determine if there are any accident trends that

may be corrected by roadway improvements. We will also evaluate the data to determine if there are any trends specific to large truck traffic.

3. PennDOT TE-104 Traffic Study – ELA will complete the PennDOT form and submit it to PennDOT for review and approval after authorized by North Annville Township. Even though Clear Spring Road is not a state road, in accordance with state law, PennDOT must approve all engine brake restrictions. Upon approval by PennDOT, ELA will provide a complete study to North Annville Township for documentation to support any ordinances required to enact the engine brake restriction.

E. Masterplan, Cost Estimates, and Report

1. Phased Master Plan – ELA will prepare a conceptual geometric design plans on an aerial image background that will illustrate the various recommendations and project phases as identified as part of the Improvements Analysis and other applicable scope elements. This plan will demonstrate each options effectiveness to convey tractor-trailer traffic through along Clear Spring Road and will provide a preliminary indication of properties or portions of properties that may be impacted in order to construct the recommended improvements.
2. Construction Cost Estimates – ELA will prepare construction cost estimates for each of the improvements identified in the various scope elements. The cost estimates will be prepared using available PennDOT item costs and based upon our experience with similar projects.
3. Study Narrative and Project Coordination – This work includes the preparation of detailed report that documents each of the completed study components, summarizes the study results, and provides improvements recommendations, including priorities and timeframes. The data and results will be provided in a text format, as well as tables and diagrams, to clearly and concisely convey the necessary information. This work also includes coordination with PennDOT, the Township, and other agencies as may be required.

ELA GROUP, INC.
TERMS AND CONDITIONS
FOR CONSULTING AND DESIGN

1. GENERAL PROVISIONS

- 1.1 CONTRACT DOCUMENTS:** The Terms and Conditions set forth herein are incorporated by reference in the Proposal for the performance of services described as the "Project" in the Proposal.
- 1.2 AGREEMENT:** The Agreement between ELA Group, Inc. ("ELA") and the CLIENT ("the Agreement") consists solely of these Terms and Conditions and the Proposal to which they are attached. In the event that ELA and the CLIENT have not executed the Agreement, the CLIENT's authorization to ELA to proceed with the performance of the services set forth in the Proposal shall constitute acceptance of these Terms and Conditions.
- Specific terms set forth in the Proposal shall take precedence over these Terms and Conditions to the extent they are inconsistent or contradictory.
- 1.3 STANDARD OF CARE:** ELA shall endeavor to perform the services under this Agreement with the care and skill ordinarily used by members of ELA's profession practicing under similar conditions at the same time and in the same locality.
- Estimates of cost, approvals, recommendations, opinions and decisions by ELA are made on the basis of ELA's experience, qualifications and professional judgment. ELA makes no other warranty or guarantee, express or implied.
- 1.4 TIMING OF PROPOSAL:** ELA agrees that the Agreement shall remain open and may be accepted by the CLIENT for thirty (30) days from the date of the Agreement. Acceptance of the Agreement after the end of the 30-day period shall be valid only if ELA elects, in writing, to reaffirm the Agreement and waives its right to reevaluate and resubmit the Agreement.
- 1.5 SUBCONSULTANTS:** ELA has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required.
- 1.6 OTHER WORK:** If the CLIENT requests ELA to provide services on other projects before a written agreement is consummated for the other project, the terms and conditions of this Agreement shall apply thereto.

2. CLIENT COOPERATION

- 2.1 INFORMATION:** The CLIENT shall cooperate with ELA at all times to enable ELA to complete the Project. The CLIENT shall provide ELA with all information pertinent to the project reasonably requested by ELA to enable it to complete the Project.
- 2.2 ACCESS:** CLIENT shall provide access to the site of the Project at all reasonable times to enable ELA to complete the Project at no cost to ELA.
- 2.3 HAZARDOUS SUBSTANCES:** The CLIENT represents and warrants to ELA that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify ELA of any notices concerning such matters. The CLIENT agrees to hold harmless, indemnify and defend ELA from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, to the extent permitted by law.
- 2.4 SAFETY RESPONSIBILITY:** ELA is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for ELA's own employees.

3. USE OF ELA'S DOCUMENTS

- 3.1 USE OF DOCUMENTS:** All documents, including drawings and specifications, prepared by ELA pursuant to this Agreement, are instruments of ELA's service for use solely with respect to this Project. They are not intended or represented to be suitable

for reuse on extensions of the Project or on any other project. Any reuse without written verification or adoption by ELA for the specific purpose intended is at the CLIENT's sole risk and will not impose liability upon ELA.

- 3.2 COPYRIGHT:** ELA shall be deemed the author of the documents prepared for this Project and shall retain all common law, statutory and other reserved rights, including the copyright. Notwithstanding the foregoing, upon CLIENT'S payment in full of all invoices rendered by ELA, plans and surveys prepared for this Project shall be the property of CLIENT, but shall be used by CLIENT solely in connection with this Project. If plans are used for completion of or for additions to this Project by others without ELA's involvement: (1) any seal of ELA's architects or engineers shall be removed from the plans or a statement placed on such documents that ELA is not involved; and (2) CLIENT shall engage another engineer or architect as applicable to review the plans and take full responsibility for suitability for use. The ownership rights of CLIENT shall not under any circumstances preclude ELA's use of designs or components of the documents for other purposes or projects.

4. LIMITATION OF LIABILITY/INDEMNIFICATION

- 4.1 INDEMNIFICATION:** The CLIENT shall indemnify and hold harmless ELA, its officers, directors, shareholders, or agents, employees, consultants and subcontractors from and against any and all liabilities, damages, or expenses in connection with (1) any personal injury or property damage arising out of any negligent acts or omissions by the CLIENT, its officers, directors, agents, employees and contractors, or (2) the CLIENT's breach of this agreement. The CLIENT further agrees to indemnify and hold harmless ELA for any and all fees and expenses incurred, to the extent caused by the CLIENT's negligence, in enforcing or defending ELA's right under this Agreement or the performance of its duties under this Agreement.

ELA may settle any claim for which it has a right of indemnification against CLIENT without CLIENT's consent. ELA shall not be required to prove its liability or the reasonableness of the settlement to obtain indemnification from the CLIENT.

- 4.2 LIMITATION OF LIABILITY:** ELA shall not be liable to CLIENT unless CLIENT establishes ELA breached the Agreement by failing to render services in accordance with the applicable professional standard of care. CLIENT hereby waives its right to pursue any other cause of action of any nature whatsoever against ELA including, but not limited to, negligence, strict liability, and breach of warranty. Notwithstanding anything to the contrary, under no circumstances shall ELA be liable to CLIENT for consequential, incidental, special, or punitive damages. To the fullest extent permitted by law, ELA's total liability to CLIENT shall not exceed the greater of the total compensation received by ELA under this Agreement, or the amount of any deductible plus the amount ELA's insurers pay in settlement or satisfaction of CLIENT'S claims under ELA's professional insurance policy, subject to all limits and conditions of such insurance. ELA shall not be obligated to challenge an insurer's determination as to whether or not to provide coverage to ELA in any given situation or as to the amount of coverage it will provide to ELA in any given situation.
- 4.3 INSURANCE:** ELA presently carries professional liability insurance coverage with an annual aggregate limit of liability of \$4,000,000. Certificates of insurance or copies of policies will be provided upon request. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits.
- 4.4 CLIENT/MANUFACTURER SUPPLIED DESIGNS:** In the event that the Project requires the furnishing and supplying of design services for such products as pre-manufactured buildings, tanks, special structures and systems, etc, the CLIENT shall not hold ELA responsible for any design which is furnished by others.

5. PAYMENT/INVOICES

- 5.1 PAYMENTS:** ELA will submit invoices to the CLIENT every four weeks as the work proceeds. Payment is due and payable in full on receipt of an invoice by the CLIENT without retainage and is not contingent upon receipt of funds from third parties.

The CLIENT recognizes that prompt payment of invoices is an essential aspect of overall consideration for this Agreement. The CLIENT agrees to pay all charges not in dispute within 30 days of the invoice date. If payment in full is not made within 30 days of the invoice date, ELA reserves the right to pursue all remedies, including withdrawing certifications, withholding the submission (to CLIENT or third party municipality or agency) and/or recording of plans or other documents, stopping work on seven (7) days' prior written notice, and retaining all documents without recourse. The CLIENT agrees to pay a service charge of 1-1/2% per billing period on any amount outstanding over 30 days.

In the event CLIENT breaches its obligation to pay amounts invoiced by or otherwise due ELA under the Agreement and ELA obtains a judgment for any such amount, interest shall accrue on the total amount of the judgment at the rate of 1 1/2 % per month notwithstanding the fact that such interest rate may exceed the legal rate of post-judgment interest.

The CLIENT further agrees to reimburse ELA for all expenses ELA incurs in the collection process or to enforce payment under this Agreement, including, but not limited to, court costs, arbitrators' and attorneys' fees and other claim related expenses.

Timely payments 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 cause for termination of the Agreement if ELA so chooses.

5.2 DISPUTED CHARGES: Any charges the CLIENT disputes must be brought to ELA's attention within 10 days of receipt of the invoice. The CLIENT and ELA shall work together in good faith to resolve any disputed charges. If the CLIENT and ELA are unable to resolve their differences within 30 days, ELA shall have the right to suspend or terminate service. ELA has the right to suspend service if undisputed charges are not paid within 45 days of the invoice date.

5.3 INVOICES: All invoicing will be substantiated by ELA 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. Any increase in ELA's cost resulting from state or federal legislation shall be reimbursed by the CLIENT.

If CLIENT asks ELA to issue invoices or bills to any entity or individual other than CLIENT, such invoicing or billing shall not in any way relieve CLIENT of its liability under the Agreement to pay such invoices or bills or any other obligation and such invoicing or billing shall not in any way interfere with or prejudice ELA's right to pursue CLIENT for the breach of any such obligation.

5.4 CREDIT: The CLIENT shall provide credit references and shall authorize ELA to conduct credit checks at ELA's request. ELA shall not be bound by this Agreement unless and until ELA approves in writing the CLIENT's credit history. The CLIENT's inability to provide credit references and/or a credit history acceptable to ELA constitutes a substantial failure to perform under this Agreement.

6. TERMINATION

6.1 TERMINATION: This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no part of the party initiating the termination. The CLIENT agrees to be liable and pay ELA for all labor done, work performed, materials furnished, and all expenses incurred for all work and additional work up to and including the day work is terminated.

6.2 DEFAULT: In addition to its other remedies, ELA reserves the right to withhold submission (to the CLIENT or any third party municipality or agency) of any plans or other documents and withhold performance of any other term of this Agreement upon default by the CLIENT of any of the CLIENT's obligations under this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 ARBITRATION: Any and all disputes of any nature whatsoever between ELA and CLIENT shall be submitted to binding arbitration at ELA's sole election in accordance with this paragraph. To initiate arbitration under this paragraph, ELA shall send written notice to CLIENT specifying the dispute that will be submitted to arbitration. Any arbitration under this paragraph shall be conducted by a single arbitrator selected using the arbitrator selection process offered by the American Arbitration Association. The arbitrator so selected shall be licensed to practice law in Pennsylvania and shall have substantial experience arbitrating commercial disputes. Any arbitrator selected to resolve a dispute between ELA and CLIENT shall have authority to: (a) decide the dispute in accordance with rules promulgated by the American Arbitration Association that the arbitrator determines are most appropriate based on the facts and circumstances; and (b) allocate the costs of arbitration among the parties as he or she deems appropriate. Each dispute submitted to arbitration under the Agreement shall be subject to the respective statute or statutes of limitations that would otherwise have applied had the dispute been brought in a court of law, all limitations of liability set forth in the Agreement, and Pennsylvania law. A judgment of any court having jurisdiction may be entered upon any arbitration award.

7.2 VENUE: If a dispute between ELA and CLIENT is submitted to arbitration, the arbitration shall be conducted at a location in Lancaster, Pennsylvania selected by the arbitrator. If, however, a dispute between ELA and CLIENT is submitted to the judicial process including, but in no way limited to, a dispute over an arbitrator's jurisdiction, such dispute shall be submitted to the Lancaster County Court of Common Pleas in Lancaster, Pennsylvania.

7.3 CONTROLLING LAW: The Agreement is governed by the laws of the Commonwealth of Pennsylvania.

Rev 10.21

- 7.4 **ASSIGNS:** To the extent permitted by law, this Agreement cannot be assigned or transferred by either party without the prior written consent of both parties.
- 7.5 **THIRD PARTY BENEFICIARIES:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to any third party.
- 7.6 **MODIFICATION:** This Agreement may be amended only by written instrument signed by both parties.
- 7.7 **ENTIRE AGREEMENT:** These Terms and Conditions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the Project.



**HOURLY BILLING RATE SCHEDULE
FOR 2023 CONSULTING SERVICES**

STAFF TYPE	HOURLY BILLING RATE
ELA GROUP, INC. – ENGINEERS AND LANDSCAPE ARCHITECTS	
President	\$ 180.00
Division Director/Principal/Vice President	\$ 135.00 - \$ 190.00
Senior Project Manager/Engineer	\$ 130.00 - \$ 170.00
Project Manager	\$ 120.00 - \$ 140.00
Project Engineer/Landscape Architect Designer	\$ 75.00 - \$ 135.00
CAD Manager	\$ 120.00
Senior CAD Designer	\$ 100.00 - \$ 120.00
CAD Designer	\$ 80.00 - \$ 100.00
GIS	\$ 140.00
Administration	\$ 60.00 - \$ 85.00
ELA SPORT – ATHLETIC FACILITY PLANNING	
Principal-In-Charge: ELA Sport	\$ 175.00
Senior Project Manager	\$ 170.00 - \$ 180.00
Project Manager	\$ 90.00 - \$ 145.00
Senior Designer	\$ 110.00 - \$ 130.00
Design Technician	\$ 75.00 - \$ 90.00
ELA TECHNOLOGIES – ELECTRONIC DATA MANAGEMENT	
Tech Support	\$ 80.00 - \$ 110.00
Scanning (Document Imaging)	\$ 65.00

REIMBURSABLE EXPENSES

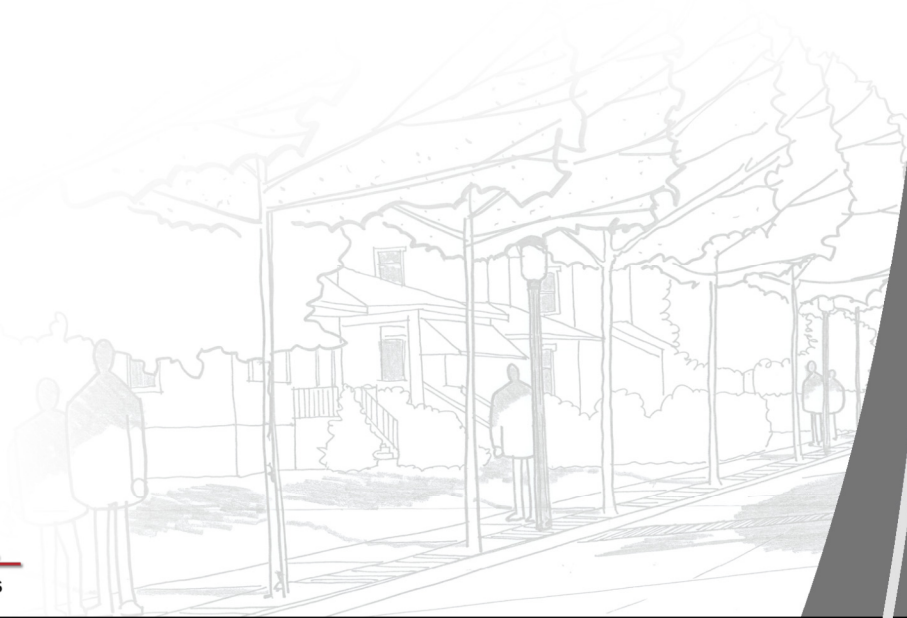
Reimbursable expenses are at cost including, but not limited to the following:

- o Mileage
- o Travel Expenses, including Meals
- o Prints
- o Copies
- o Postage
- o Outside Consultants
- o Testing Services
- o Equipment Rental
- o Traffic Counter Rental
- o Application/Recording Fees
- o Permit and/or Other Fees
- o Other Project Related Expenses

ELA Group Inc/ELA Sport adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective December 17, 2022 through December 15, 2023. For projects in progress that extend past the dates of the fee schedule attached to executed contracts, rates will be adjusted on the invoices and may adjust the amount of the project contracted fee.

4 Project Experience

Brunner Island DEP Form D Traffic Impact Assessment
Newport Road Engine Brake Restriction Study
Susquehanna Trail Corridor Study



BRUNNER ISLAND DEP FORM D TRAFFIC IMPACT ASSESSMENT

East Manchester Township, York County, Pennsylvania



Project Description:

Talen Energy planned a clean closure of an ash basin at the Brunner Island power plant. The closure involved trucking over 3 million tons of fly ash and bottom ash off site to a facility where it would be used to manufacture building products. The extensive trucking operation was expected to last for approximately 12 years with the number of tri-axle dump trucks varying by day, but with up to 10 trucks per hour. The closure required permitting by PA DEP, including a detailed traffic study of the preferred hauling route from the site to the nearest interstate highway. DEP delegated the review and approval of the traffic study to PennDOT.

ELA Group, Inc. (ELA) prepared two studies for the project. One was the completion of the DEP Form D Section J (Traffic Section) and the other was the preparation of a Traffic Impact Assessment. Both studies focused on evaluating the roadways along the hauling route for their suitability to accommodate the anticipated volume and the size of the ash haulers. They included a comprehensive analysis of the 7-mile truck route from the facility to the nearest interstate highway. The comprehensive analysis involved driving the route to identify land uses and or environmental features that may be impacted by additional truck traffic, measuring intersection sight distances, evaluating truck turning movements at intersections using AutoTurn software, and evaluating intersection capacities.

The analysis of the 7-mile route involved an extensive data collection effort and multiple types of analysis. ELA collected the data and presented it, along with the results of the analysis, in a clear and concise format that included tables and graphics. The reports were ultimately approved by PennDOT with minimal revisions.

Client:

Advanced GeoServices

Contact:

Chris Reitman - VP - Advanced GeoServices
creitman@montrose-env.com
501.900.6400

Professional Services Provided:

- ◆ Miscellaneous Traffic Study



100% Employee Owned Company
(ESOP)

Offices in:

Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

www.elagroup.com

NEWPORT ROAD ENGINE BRAKE RESTRICTION STUDY

Warwick Township, Lancaster County, Pennsylvania



Client:

Warwick Township

Contact:

Brian Harris - Township Manager
BHarris@warwicktownship.org
717.626.8900

Professional Services Provided:

- ◆ Transportation Traffic Study

Project Description:

Warwick Township received complaints from residents about the noise caused by large trucks using their engine brakes through a rural, and mostly residential section of Newport Road. As the Township's appointed engineer, ELA Group, Inc. (ELA) was asked to perform a study in accordance with state law to allow the Township to post an engine brake restriction. The study would need to be reviewed and approved by PennDOT, even though Newport Road is a Township road.

ELA performed an Engine Retarder Restriction Engineering and Traffic Study in accordance with PennDOT form TE-104. The study involved performing field measurements at 50-foot intervals at various sections along Newport Road to record the longitudinal grade at each point along the road. ELA then calculated the average grades over several sections of road to determine if any sections exceeded 4% over a 500-foot section. ELA also obtained crash data from PennDOT and evaluated it for any crashes involving large trucks. Upon completion of study, PennDOT did approve one section of Newport Road for an engine brake restriction.

100% Employee Owned Company
(ESOP)

ELA
group, inc.
ENGINEERS • LANDSCAPE ARCHITECTS

Offices in:

Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

www.elagroup.com

SUSQUEHANNA TRAIL CORRIDOR STUDY

Manchester Township, York County, Pennsylvania



Project Description:

Manchester Township had been experiencing a very large amount of industrial development over the past several years, with the majority of it being warehousing uses. A very large development, consisting of 2.6 million square feet of warehousing buildings, was proposed along Susquehanna Trail, and the Township was concerned that the corridor was not suitable to handle the anticipated high volume of large truck traffic.



ELA Group, Inc. (ELA) performed a corridor study to determine the improvements needed to upgrade the corridor to accommodate the future traffic demand. ELA used a combination of GIS data and field measurements to inventory the existing lane and shoulder widths, locate approximate locations of utilities, and identify any significant roadside features that could be impacted by roadway and/or shoulder widening. After comparing the existing conditions with the applicable criteria based upon the anticipated future traffic volumes, ELA identified shoulder widening needs throughout the corridor. With assistance from a structural engineering subconsultant, widening and replacement needs were identified for three culverts that carried stream crossings under the roadway. ELA then prepared construction cost estimates for each of the three study sections of the corridor and prepared a final report documenting all data collected, analyses performed, improvement recommendations, and results of the cost estimates. The final report also included a GIS-based map of the entire corridor, showing the existing and proposed shoulder widths, current right-of-way widths, utility locations, and photographs at various locations along each study section.



ELA used available GIS data, supplemented by field measurements to create a base plan with enough detail to develop reasonable cost estimates rather than performing a more expensive field survey. The need for structural improvements to the culverts was identified based upon a review of previous inspection reports, rather than performing new inspections. In summary, the project was completed the enough effort to determine reliable cost estimates without unnecessary expenditure of Township funds.

Client:

Manchester Township

Contact:

Tim James - Township Manager
t.james@mantwp.com
717.764.4646

Professional Services Provided:

- ◆ Corridor Study



100% Employee Owned Company
(ESOP)

Offices in:

Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

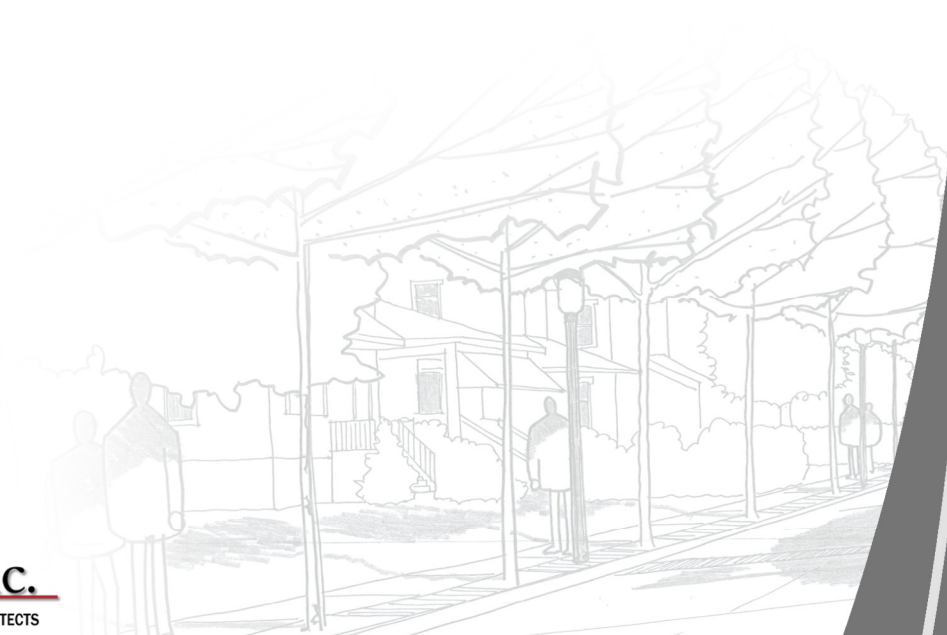
www.elagroup.com

Clear Spring Road (T-376) Traffic Study and Roadway Existing Conditions Analysis

North Annville Township
Lebanon County
Pennsylvania

5 Corporate Profile

Corporate Overview
Engineering Services



Corporate Officers:



President

Charles R. Haley, Jr., PE

- Registered Professional Engineer PA, DE, FL, MD, NC, NJ, SC and WV
- University of Texas B.S. Civil Engineering



Secretary

Cheryl L. Love, RLA

- Registered Landscape Architect PA
- Pennsylvania State University B.S. Landscape Architecture



Treasurer

Shawn H. Loose

- Thaddeus Stevens State School, PA Associate-Architectural Drafting

Mission:

ELA Group, Inc. is focused to meet and exceed the varied needs of our public and private sector clients by providing prompt, highly creative, technically competent, and fiscally sound design solutions.

Corporate Office

Charles R. Haley, Jr., P.E., President
743 S. Broad Street, Lititz, PA 17543
717.626.7271 / crhaley@elagroup.com

Central Pennsylvania Office

Matthew R. Harlow, RLA
Principal/Division Director
2013 Sandy Dr, Ste 103,
State College, PA 16803
814.861.6328 / mrharlow@elagroup.com

Western Pennsylvania Office

Ernest J. Graham, RLA, CCR, CDT
Principal/Regional Director
414 North Jackson Street, Butler, PA 16001
724.256.9646 / elasport@gmail.com

CORPORATE OVERVIEW

ELA Group, Inc.

Established in 1996 as a Pennsylvania S Corporation, **ELA Group, Inc.** (ELA), a 100% Employee Owned Company (ESOP), is registered in multiple states (PA, DE, FL, MD, NJ, SC, VA and WV) and provides consulting services in the fields of Engineering and Landscape Architecture.

Our growth, from three employees in one office to over 40 employees in three principal offices, has been made possible by adhering to a simple vision...

...to be recognized as an organization of integrity and respect,

...one that contributes to the success and well-being of our clients and employees.

To meet the expanding challenges of our clients' projects, our staff has continued to grow and evolve in its capabilities. Today, ELA is home to the talents of Civil Engineers, Landscape Architects, Transportation Engineers, Water/Wastewater Engineers, Geographic Information System Specialists, Retaining Walls Project Designer, CAD Designers and Administrative Support Staff. We focus these talents to providing services that relate to virtually every type of project imaginable.

While our staff has grown in number and capability, we remain committed to providing personalized service to each and every client and each and every project. Still-and-all, we have realized the need to expand our scope of services by establishing three affiliated business ventures:

ELA Sport:

A division specializing in Athletic Facilities Design and Consulting;

ELA Technologies:

A division specializing in Document and Business Process Management;

Land Grant Surveyors, LLC:

A subsidiary providing a full-range of Surveying Services.

Affiliated Business Contacts

ELA Sport: Ernest J. Graham, RLA, CCR, CDT
Principal/Regional Director; elasport@gmail.com

ELA Technologies: Brian Miller
Director: ELA Technologies; bmiller@elagroup.com

Land Grant Surveyors, LLC: Steven C. Black, PLS
Principal: Surveying; sclblack@lgs-llc.com

Professional Registrations & Certifications

ELA Group's Professional Staff includes Registered/Certified Professional Engineers, Engineers-in-Training and Registered Landscape Architects. Please note that each registered professional holds a license to practice in Pennsylvania; several are registered in additional states (DE, FL, MD, NC, NJ, SC, VA and WV).

Equal Opportunity Employer

It is the policy of **ELA Group, Inc.** to provide equal employment opportunities without regard to race, color, sex, age, disabilities, religion, or national origin.

100% Employee Owned Company
(ESOP)



Offices in:
Lititz, PA 717.626.7271
State College, PA 814.861.6328
Butler, PA 724.256.9646

www.elagroup.com



ELA Group, Inc. provides Engineering and Geographic Information Systems (GIS) Services in support of our Land Planners/Landscape Architects or directly to the public sector (to municipalities) and to the private sector (to various individual clients and to other consultants). In addressing the needs of our clients, we provide the following range of services, tailored to meet the specific requirements of each project.

Civil Engineering

As part of the planning process, our team of experienced engineers and specialists will analyze your infrastructure needs and develop a course of action that will meet those needs while addressing environmental and regulatory considerations. As options are identified, we provide detailed scope, cost and scheduling information so you can effectively plan improvements and evaluate your capital expenditures.

Municipal Engineering

Our Engineers serve many municipalities, providing general municipal engineering services and, on occasion, services relating to specific municipality-sponsored improvement projects. As required on a case-by-case basis, our Land Planners/Landscape Architects have often assisted the Municipal Engineers in order to address specific requirements as they relate to ordinance updates, community planning efforts, streetscaping, and parks/recreation projects.

Traffic/Transportation Engineering

We offer a broad spectrum of transportation planning, traffic engineering and project development services. Throughout all phases of the project - from scoping to design of construction - we work closely with the client and project stakeholders to successfully integrate the project into the area's broader transportation network and land-use plans.

Water/Wastewater Engineering

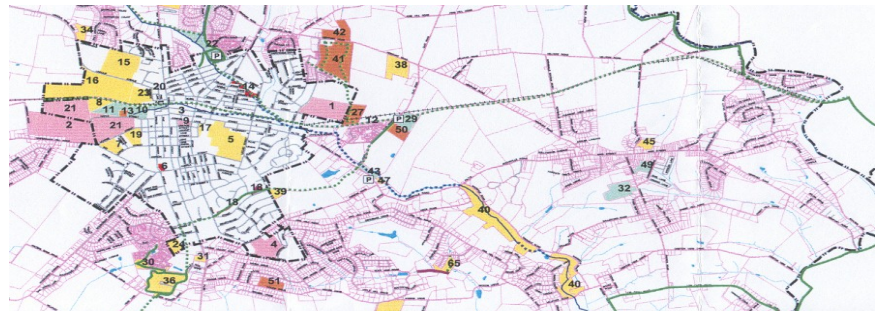
We have helped the public and private sectors clean, conserve and protect their water supplies for more than fifteen years. Using the most recent technological advancements, we plan and design systems and processes to meet regulatory requirements, collect and treat water and wastewater, and meet capacity demands.

Special Engineering

Our Engineers provide a variety of services that we consider "special," because they represent a unique type of client, project, or market area. These services include surface parking lot rehabilitation for municipalities and school districts, retaining walls for materials manufacturers and builders/developers, and culverts for municipalities and builders/developers.

Geographic Information Systems

A Geographical Information System (GIS) combines mapping and database technology to create a centralized spatial information hub that can be shared interdepartmentally, from city or county administration staff to the public works department, the tax assessor's office and beyond. As GPS data collection has become more sophisticated and accurate, so too has GIS information; never before has accurate geographic data been more important to cities, townships, counties and other entities.



100% Employee Owned Company
(ESOP)

ELA
group, inc.
ENGINEERS • LANDSCAPE ARCHITECTS

Offices in:

Lititz, PA 717.626.7271

State College, PA 814.861.6328

Butler, PA 724.256.9646

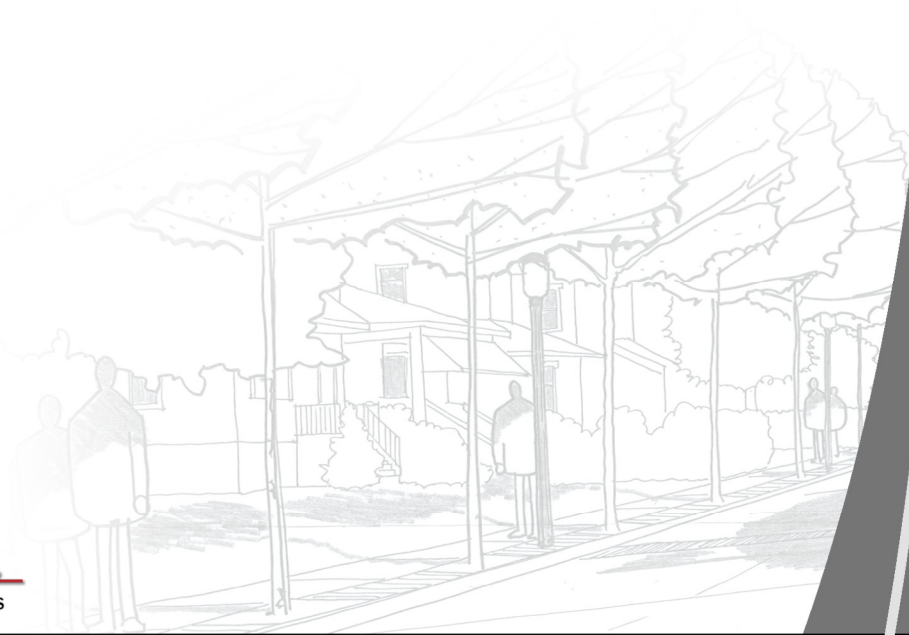
www.elagroup.com

Clear Spring Road (T-376) Traffic Study and Roadway Existing Conditions Analysis

North Annville Township
Lebanon County
Pennsylvania

6 References

Warwick Township
Manchester Township
Quarryville Borough



ELA Group, Inc. (ELA) is proud to be a team member designing great projects while at the same time providing exemplary service to our clients. Below are client references where ELA has provided services similar to what the North Annville Township is seeking.

We encourage reaching out to these references to hear their perspective on our capabilities and our service.

Client References

Warwick Township

Mr. Brian Harris
Township Manager
BHarris@warwicktownship.org
717.626.8900

Manchester Township

Mr. Tim James
Township Manager
t.james@mantwp.com
717.764.4646

Quarryville Borough

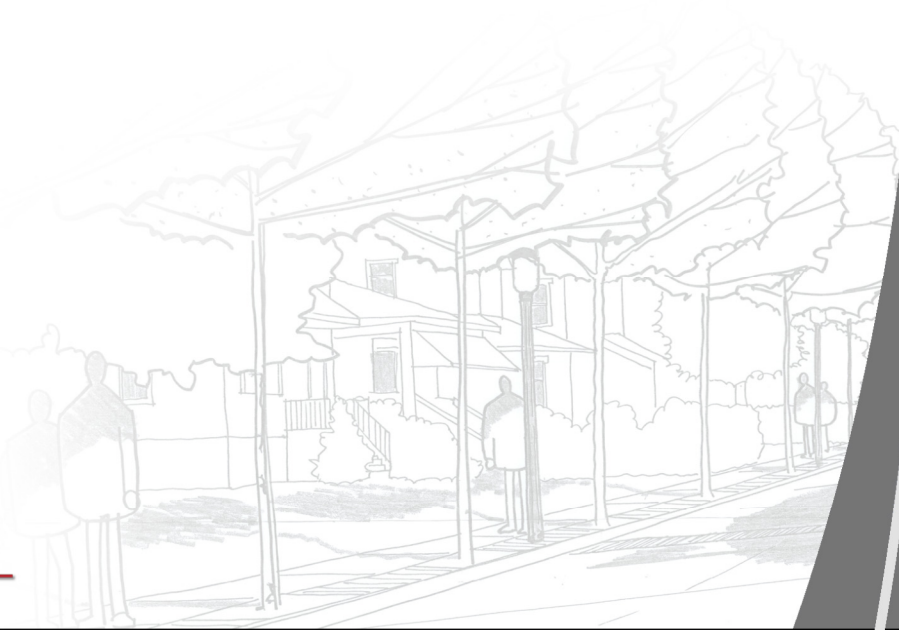
Mr. Scott Peiffer
Borough Manager
peiffers@quarryvilleborough.com
717.786.2404



Clear Spring Road (T-376) Traffic Study and Roadway Existing Conditions Analysis

North Annville Township
Lebanon County
Pennsylvania

7 Conflict of Interest



ELA Group, Inc. nor our sub-consultant, C.S. Davidson, Inc., have a Conflict of Interest in regards to this engagement in North Annville Township, Lebanon County, Pennsylvania.



100% Employee Owned Company
(ESOP)

Offices in:

Lititz, PA 717.626.7271

State College, PA 814.861.6328

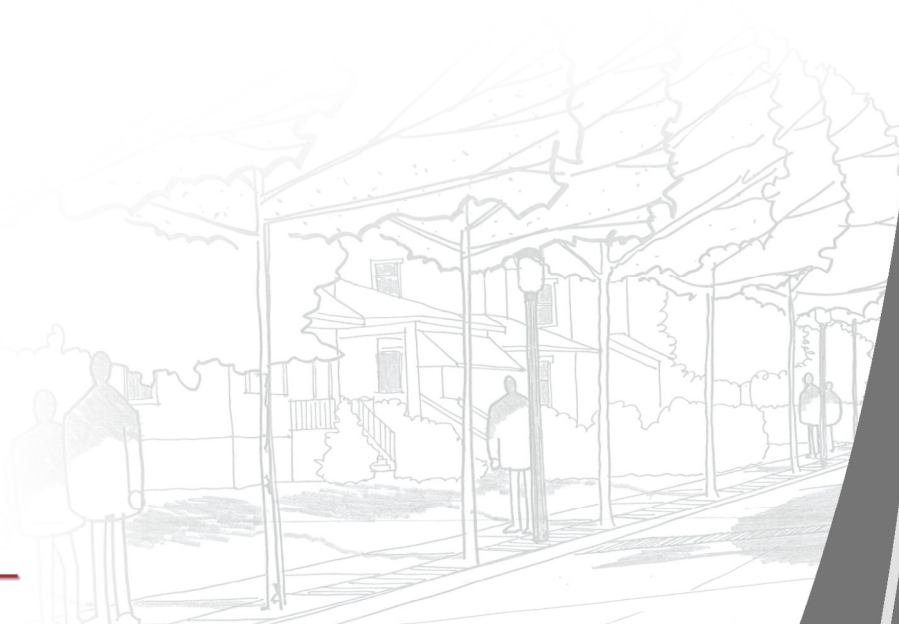
Butler, PA 724.256.9646

www.elagroup.com



8 Insurance Coverage

Certificates of Insurance
General Liability
Professional Liability





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2023

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.

IMPORTANT: 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 GIBBEL INSURANCE AGENCY INC 10 S BROAD ST LITITZ, PA 17543-1433 Ethan J Gibbel	717-626-8555	CONTACT NAME: Nancy C Garzia PHONE (A/C, No, Ext): 717-626-8555 FAX (A/C, No): 717-626-6626 E-MAIL ADDRESS: nancy@gibbelinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Donegal Mutual Insurance Co</td> <td>13692</td> </tr> <tr> <td>INSURER B :</td> <td>Atlantic States Insurance Co</td> <td>22586</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Donegal Mutual Insurance Co	13692	INSURER B :	Atlantic States Insurance Co	22586	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																						
INSURER F :																						
INSURED ELA Group Inc 743 S BROAD ST LITITZ, PA 17543																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BSD8164577	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA8164577	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CXL8164577	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000019602	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER North Annville Township 1020 N. Route 934 Annville, PA 17003	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>Nancy C Garzia</i>
---	---

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

4/24/2023


PRODUCER WHITEHORN FINANCIAL GROUP INC 29 Main Street, 2nd Floor Madison, NJ 07940 (973)564-9330	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED ELA Group, Inc. 743 South Broad Street Lititz, PA 17543	INSURER A: Travelers Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER Professional Liability	105241010	02/21/23	02/21/24	\$2,000,000 Per Claim \$4,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

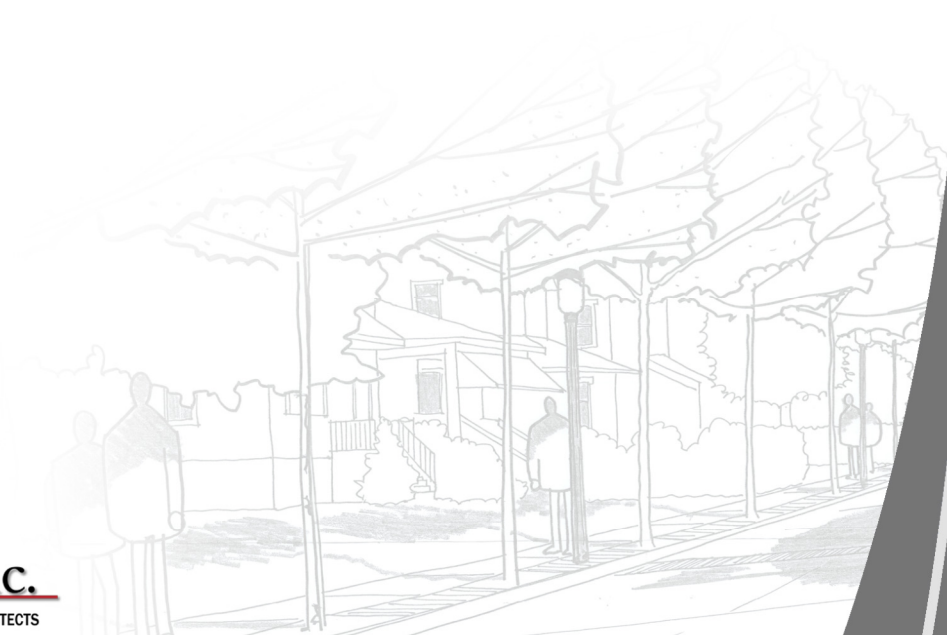
CERTIFICATE HOLDER North Annville Township 1020 N. Route 934 Annville, PA 17003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

9 Investigation/Litigation and Affidavits

Identification of Lawsuits and
Administrative Claims-Fines

Affidavits

Respondent's Affidavit
Affidavit of Non-Collusion
Non-Discrimination Affidavit



ELA Group, Inc. (ELA) is currently involved in two lawsuits as a co-defendant with several other companies. Both lawsuits have been turned over to our Liability Insurance Carrier and they are defending both of them. Neither case will have any material impact with regard to ELA's ability to operate on an ongoing basis.

ELA is not the main defendant in either case and is being brought in due to our involvement with the project. It is our belief that both cases have no merit with regard to the work that we performed.

I am happy to provide any additional information to you if needed.

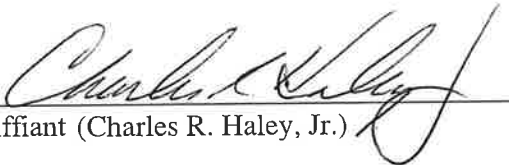
Affidavit of Non-Collusion
(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :

: ss


COUNTY OF LANCASTER :

Charles R. Haley, Jr., being first duly sworn, deposes and says that he/she is (~~sole owner, partner, president, secretary, etc.~~) of ELA Group, Inc., the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person to put in a sham bid, or that such other person shall refrain from bidding; and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other respondent, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent, or to secure any advantage against the Township or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such respondent has not, directly or indirectly, submitted this bid, or the contents hereof, or divulged information or data relative thereto to any association or to any member or agent thereof.


Affiant (Charles R. Haley, Jr.)

ELA Group, Inc.
[Name of Company]

Sworn to and subscribed
before me this 26th day
of April, 2023.


Notary Public
My Commission Expires: December 10, 2023

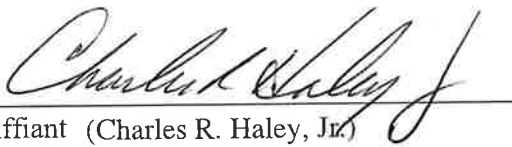
Commonwealth of Pennsylvania - Notary Seal
Jacqueline A. Auman, Notary Public
Centre County
My commission expires December 10, 2023
Commission number 1203258
Member, Pennsylvania Association of Notaries

NON-DISCRIMINATION AFFIDAVIT
(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF LANCASTER :

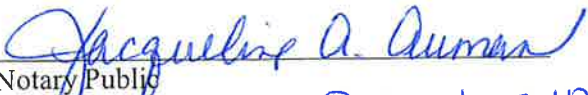
I, Charles R. Haley, Jr. [name of affiant], being duly sworn, depose and say that I reside at 743 S. Broad Street, Lititz, PA 17543, and that I am the President[title] of ELA Group, Inc. [name of company]. In such capacity and for and on behalf of ELA Group, Inc., it is hereby agreed and affirmed as follows:

1. ELA Group, Inc. [name of respondent] will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.
2. ELA Group, Inc. [name of respondent] will take all steps necessary to ensure that all applicants are recruited and employed and that employees are treated during employment with regard to their age, race, creed, color, national origin, ancestry, marital status or sex.
3. ELA Group, Inc. [name of respondent] will in all solicitations or advertisements for employees placed by or on behalf of ELA Group, Inc. state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.


Affiant (Charles R. Haley, Jr.)
ELA Group, Inc.
[Name of Company]

Sworn to and subscribed

before me this 26th day
of April, 2023.


Notary Public
My Commission Expires: December 10, 2023

