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PROFESSIONAL SERVICES AGREEMENT

0725PW06.00

Town of Myersville
301 Main Street
P.O. Box 295
Myersville, MD 21773

and

ARRO Consulting, Inc.
186 Thomas Johnson Dr., Suite 204-D
Frederick, MD 21702

September 2, 2025

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide consulting engineering services to the Town of Myersville (Client) for an evaluation of the existing rapid sand filters at the wastewater treatment plant (WWTP) located in Myersville, Frederick County, Maryland. The WWTP has a permitted capacity of 300,000 gallons per day (GPD). At present, a portion of the effluent flow bypasses the rapid sand filters when either of the two filter beds are out of service for repairs. The evaluation includes a review of the current WWTP's process and historic treatment flow rates along with review of the current NPDES permit that includes the plant's treatment standards and goals. The study will present potential courses of action for the Client. ARRO will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

WASTEWATER TREATMENT PLANT TERTIARY FILTER ASSESSMENT (WTPA)

1. Conduct one (1) site visit to observe the general physical condition of Client's wastewater equipment and process structures including:
    a. Mechanical processes and structural disciplines focusing on readily and visually observable physical conditions of the existing filtration system structure and equipment.
    b. Understanding the existing filtration system's equipment issues related to continued maintenance and operations based on information from the Operations staff.
2. Prepare and submit a request for background information from the Client. Background information to include NPDES permits, DMR reports, maintenance records and schedules, standard operating procedures, equipment age, influent and effluent water quality data and flow.
3. Review background information to determine treatment needs. Includes up to four (4) hours of scanning of available documents.
4. Evaluate alternatives and prepare a technical report that evaluates potential courses of action that the client may want to enact. These options are based on a site visit and information previously provided by the operator from Maryland Environmental Services (MES). The options that will be evaluated are:
    a. Do nothing: Consider potential impacts of not resolving the existing rapid sand filters deficiencies and limited working life.
    b. Repair Options: We understand initial repairs may have already been initiated and may be completed at the time of this PSA. We will evaluate, on a cursory level, what options may be available to extend the working life of the existing filter treatment system. This includes but is not limited to consulting with a structural engineer ($2,300 budgeted for Structural Engineer).
    c. New denitrification filter system: MES has suggested installing denitrification filters to address the rapid sand filter step in the process while positioning the Client to have a

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system already in place should denitrification treatment becomes a requirement of a future permit cycle.

d. Consider other options: We recognize other options may be available in today's market. We will review up to one (1) additional option for replacement of the existing rapid sand filters.

The options will consider the following information that will benefit the Client for making decisions about a course of action:

- Timeframe to implement (design, permitting, and construction)
- Order of magnitude cost (construction, operation & maintenance)
- Performance (current and future compliance)
- Permitting (type, review period)

5. Prepare a conceptual plan layout for options identified in section 4.c and 4.d that includes the proposed equipment layout and connection to the existing plant process.
6. Attend one (1) virtual project meeting with Client staff to discuss final technical report recommendations for Client's wastewater treatment plant.

Specific Services Excluded

Services not set forth within the Scope of Services are specifically excluded, including:

1. Evaluation of projected flows or loading to wastewater treatment plant beyond rated capacity.
2. Evaluation of collection and conveyance infrastructure.
3. Detailed structural evaluations of wastewater treatment plant structures.
4. Official sewage facilities plan modifications.
5. Development of standard operation procedures for operation and/or maintenance of equipment.
6. Investigations and studies beyond those defined in Scope of Services.
7. Services resulting from significant change to the Scope of Services beyond the reasonable control of ARRO. Such revisions include, but are not limited to, changes in size, complexity, or scheduling required to complete the project.
8. Attendance at additional meetings and/or additional site visits, other than those described above
9. Detailed Opinions of Probable Cost (OPC) for construction.
10. Bidding services, construction management services, and RPR services.
11. Design and Permitting. ARRO will provide a fee and scope of work based on the review of options. Further design and permitting will be based on future PSA(s) based on a defined scope of work from a selected course of action.

SCHEDULE

ARRO will commence work upon receipt of written Notice-to-Proceed and background data from the Client and will submit the WTPA report to the Client within three (3) months thereafter.

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CLIENT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
4. Assist ARRO by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by the Client for the project or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the project including any that may be raised by a third party.
7. Give prompt written notice to ARRO whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.
8. Review and provide timely feedback (within two (2) weeks) on deliverables.
9. Notify ARRO promptly of any changes or issues impacting project scope or schedule.

COMPENSATION

In consideration of the services performed by ARRO in accordance with this Agreement, the Client shall pay ARRO on a time and expenses basis.

The services defined in the Scope of Services shall be provided for a total not-to-exceed fee of Twenty-Three Thousand, Five Hundred Dollars ($23,500.00). In the event that such services are altered by a modification to this Agreement, the Client and ARRO, shall, at the time of such modification, also agree to an equitable adjustment in the not-to-exceed value stated above.

Invoices will be rendered monthly and shall be paid within thirty (30) days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

THIS AGREEMENT HAS BEEN PREPARED AND TRANSMITTED FOR EXECUTION. ONCE SENT, THE CONTENT OF THIS AGREEMENT MAY NOT BE ALTERED BY THE CLIENT. ANY MODIFICATIONS, EDITS, OR ADDITIONS MADE AFTER TRANSMISSION WILL BE CONSIDERED INVALID UNLESS REVIEWED, APPROVED, AND RE-ISSUED BY ARRO. IF THE CLIENT WISHES TO REQUEST CHANGES TO THE AGREEMENT, SUCH REQUESTS MUST BE

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SUBMITTED IN WRITING TO ARRO PRIOR TO EXECUTION, AND ARRO WILL CONSIDER AND, IF AGREED, INCORPORATE THOSE CHANGES INTO A REVISED VERSION FOR SIGNATURE.

Town of Myersville		**ARRO Consulting, Inc.**
BY:	**BY:**	Signed by: Mark Harman 3DB64940BB4B41B...
Printed Name:		**Mark D. Harman, P.G.**
TITLE:	**TITLE:**	**Executive Vice President**
DATE:	**DATE;**	9/2/2025
Client's Designated Representative:		

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ARRO HOLDINGS, LLC; THE ARRO GROUP & SUBSIDIARIES, ARRO CONSULTING, INC., CKS ENGINEERS, CASTLE VALLEY CONSULTANTS STANDARD TERMS AND CONDITIONS

1. OPINION OF PROBABLE COSTS

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

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client agrees to waive any claim against ARRO and agrees to defend, indemnify, and shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. STANDARD OF CARE AND RISK ALLOCATION

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses caused by ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO, ARRO's subconsultants, nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

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

13. SEVERABILITY AND REFORMATION

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

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

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

16. ENTIRE AGREEMENT

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

17. ASBESTOS, HAZARDOUS, OR TOXIC MATERIALS AND/OR PHASE I & II ENVIRONMENTAL SERVICES

ARRO's scope of services does not include any services related to asbestos, hazardous or toxic materials, or Phase I & Phase II Environmental Site Assessments. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic or contaminated materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic or contaminated materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

19. JOBSITE SAFETY

Neither the professional activities of ARRO, nor the presence of ARRO, its employees or subconsultants at a construction/project site, shall impose any duty on ARRO, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). ARRO and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor and subcontractors shall defend and indemnify the Client, ARRO and ARRO's subconsultants from and against any claims, causes of action, demands or damages arising out of or relating to Contractor Duties. The Client also agrees that the Client, ARRO and ARRO's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.