GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SERVICES AGREEMENT

Caln Township – Caln Meetinghouse Structural Assessment – Phase 1

Caln Township, Chester County, PA

This Agreement is made on **November 5, 2024** by and between: **Caln Township, Attn: Don Vymazal (CLIENT),** and **Gilmore & Associates, Inc., Attn: Ross A. Bickhart, P.E. (ENGINEER).**

Caln Township seeks to understand the structural condition of the historic Caln Meetinghouse and the extent of repairs that may be needed if the Township were to take ownership of the building. Since we do not have any information about the building in terms of square footage, number of rooms, or type of construction, we propose a phased approach where Phase 1 includes an initial field reconnaissance and letter report, which can be accompanied by a proposal for a more detailed structural assessment. This approach allows the proposal for the structural evaluation to be informed by the findings of the initial assessment, and the greater accuracy of the proposal for the second phase of services will be mutually beneficial to the Township and Gilmore & Associates (G&A). Due to the historic nature of the Caln Meetinghouse, we plan to engage a historical architect to assist with both phases of the structural assessment so that cost and constructability concerns relative to historical elements can be considered.

1. **Scope of Services: ENGINEER** agrees to provide the following Services:

   Phase 1 – Initial Field Reconnaissance

   1. G&A will perform a field view to conduct an initial cursory assessment of the existing building. This assessment will be limited in scope to a "walk-through" to view the general condition of the existing building and note any significant Structural defect, deterioration or areas of Structural concern.

   2. G&A will submit a letter-report to the CLIENT based upon this initial field view and reconnaissance. The letter-report will contain a brief narrative regarding the general condition of the building and provide commentary respecting the Structural condition of the building's Structural components. The report will also describe any important historical architecture considerations. The letter-report will be delivered electronically via PDF file.

   CONDITIONS OF SERVICES

   1. Any services not identified as being in scope are excluded.

2. **Compensation: CLIENT** agrees to pay **ENGINEER:**

   Services are to be furnished on a "Not-to-Exceed" basis in accordance with the Structural and Forensic Municipal Services Rate Schedule that is attached and hereby made a part of this Services Agreement. The "Not-to-Exceed" professional fees for the scope delineated above are **$4,500.00**.

   This fee is void if agreement is not signed by both parties within thirty (30) days from the date of this agreement.)

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | **215-345-4330** | 215-345-8606
508 Corporate Drive West | Langhorne, PA 19047 | **215-369-3955** | 215-345-8606
184 W. Main Street | Suite 300 | Trappe, PA 19426 | **610-489-4949** | 610-489-8447
5100 Tilghman Street | Suite 150 | Allentown, PA 18104 | **610-366-8064** | 610-366-0433
One Penn Center at Suburban Station | 1617 JFK Boulevard | Suite 425 | Philadelphia, PA 19103 | **215-687-4246** | 215-564-1780
www.gilmore-assoc.com

In addition to the fee, the Client shall be responsible for miscellaneous costs (i.e., vehicle mileage, plan / document reproduction fees, postage, clerical, etc.). **Miscellaneous expenses will be billed in addition to the fees for professional services. Permit and application fees are the responsibility of the Township.**

3. The Services shall be performed on the following schedule:

   Services to commence upon execution of this Services Agreement by client.

4. This Agreement shall include the Gilmore & Associates, Inc. Standard Terms and Conditions that are attached to this document.
5. The individuals executing this Agreement below agree that they are authorized to enter into this Agreement on behalf of **CLIENT** and **ENGINEER**, respectively, and **CLIENT** and **ENGINEER** agree to be bound by the terms and conditions of this Agreement.

Client's Authorized Representative:

Print & Date	Authorized Signature

Accounts Payable: ☐ **Check here if Accounts Payable information is the same as client**

(G&A's preferred method of billing is to transmit an electronic invoice in PDF format. However, if an email is not available please provide a billing address below.)

Name	Address
Email	Address
Phone	City, State, Zip

Gilmore & Associates, Inc.'s Authorized Representative:

Ross A. Bickhart, P.E.	
Print & Date	Authorized Signature

GILMORE & ASSOCIATES, INC. - STANDARD TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 The Engineer (throughout these Terms and Conditions, Engineer shall include Gilmore & Associates, Inc. and its subconsultants) agrees to provide only those professional services specifically and expressly set forth in the Scope of Services portion of this Agreement. Unless specifically set forth in the Scope of Services, Engineer shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work. Under no circumstances shall Engineer have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site.

1.2 In the event that the Engineer and Client have not executed this Agreement, the Client's authorization to Engineer to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

2. UNDERGROUND UTILITIES AND STRUCTURES

2.1 Client agrees to advise Engineer in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Engineer from any liability to Client and to hold Engineer harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Engineer as required by Paragraph 2.1 have been damaged.

3. RESTRICTIONS ON USE OF DOCUMENTS

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Engineer under this Agreement, be permitted to retain reproducible copies of the final versions of those Documents necessary for the execution of the Project ("Deliverables") for information and reference only in connection with the project for which the Documents were prepared. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Engineer is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Engineer. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Engineer is expressly prohibited. Such prohibited use is at the sole risk of the user and Engineer is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Engineer, if Client is in default under this Agreement. Client agrees that Engineer may obtain injunctive relief to enforce this subparagraph.

3A. **ACCEPTANCE, OWNERSHIP AND USE OF ELECTRONIC APPLICATIONS (This provision shall apply *only* to any GIS System included in Exhibit "A").**

3A.1 Ownership and Use - It is understood and agreed that any and all map graphics, databases, reports, drawings, computer files, field data, notes or other documents, whether in printed form or in machine readable format created or prepared by Engineer under this Agreement are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer. However, at the end of the acceptance periods defined in Subparagraphs 3A.2 or 3A.3 and the payment of all fees and expenses due under this Agreement, Client shall have an irrevocable, non-exclusive license to use those components of the electronic applications including the map graphics and databases described in Exhibit "A" ("Deliverables") which have been delivered by Engineer pursuant to Subparagraphs 3A.2 and/or 3A.3.

3A.2 Acceptance Period for Interim Components - Upon receipt of each component part of the electronic application and the map graphics and databases at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the component application including the map graphics and databases. Engineer shall correct any deficiencies brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to that component of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.3 Acceptance Period for Final Delivery - Upon completion of the installation of all of the electronic applications and the map graphics and databases required by this Agreement at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the overall operation of the applications including the map graphics and databases. This final review and approval shall not include a re-review of the individual components reviewed and approved by Client pursuant to Subparagraph 3A.2. Engineer shall correct any deficiencies in the overall operation of the applications brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to any of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.4 Modification of Deliverables - Any changes, modifications, deletions or additions made to the electronic applications including the map graphics and/or databases by Client or any consultants retained by it (other than Engineer) are made at Client's sole risk and Engineer shall not have any liability for, and the Client releases Engineer from any claims or damages resulting from, such changes, modifications, deletions or additions.

4. STANDARD OF CARE

4.1 In performing the services required by this Agreement, Engineer shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Engineer makes no expressed or implied warranty beyond its commitment to conform to this standard.

5. OBSERVATION SERVICES

5.1 If expressly required under the Scope of Services, Engineer shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Engineer prepared the Deliverables to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Deliverables. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Engineer shall keep client informed of the progress and quality of the work. Engineer's services do not include supervision or direction of the actual work of the contractor(s), their employees, agents or subcontractors. Client agrees to notify the contractor(s) accordingly. The contractor(s) shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by the Engineer shall excuse the contractor(s) for defects or omissions in his work.

5.2 Under no circumstances shall Engineer have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site. Engineer shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the Deliverables. Engineer shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the work.

5.3 It is further understood that the contractor(s) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observations at the site as set forth in Paragraph 5.1 by Engineer is not intended to include review of the adequacy of the contractor(s)'s safety measures at the construction site. The Engineer will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 (including subsequent amendments), and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

6. TERMINATION, SUSPENSION

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Engineer in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Engineer, Engineer will be compensated for all services performed up to the time written notice of termination is actually received by Engineer, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Engineer may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Engineer in reporting, completed data, completing such analyses, records and reports.

7. INVOICES, PAYMENTS

7.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services.

7.2 Client shall promptly review Engineer's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Engineer within seven (7) days of Client's receipt of invoice. Any research required by Engineer in order to respond to questions raised regarding invoices shall be billable to Client at Engineer's standard hourly rates, if such questions are not raised within such seven (7) day period.

7.3 Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. Client agrees to pay a service charge of one and one-half (1 ½) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.4 Timely payment to the Engineer in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Engineer. If the Client fails to make payment when due Engineer for services and expenses, the Engineer may, at its option and without prejudice to its right to terminate as described above, upon seven days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Engineer within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Suspensions for subsequent failures to pay invoices shall not require prior notice by the Engineer. In the event of a suspension of performance, the Engineer shall have no liability to the Client

for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Engineer for claims that arise due to any suspension.

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

7.6 Unless the compensation identified in this Agreement is specifically identified as a lump sum, the amounts set forth as the "Estimated Fee" shall constitute the Engineer's best estimate of the effort required to complete the project as the Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Engineer will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any change order, an equitable adjustment shall be made and this Agreement modified accordingly.

8. ASSIGNS

8.1 Neither the Client nor the Engineer may delegate, assign, or sublet, or transfer his duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld.

9. LIMITATIONS ON REMEDIES

9.1 The Client shall promptly (within 24 hours) report to Engineer any defects or suspected defects in Engineer's services of which Client becomes aware, so that Engineer may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors retained by Client and shall require all subcontracts at any level to contain a like requirement. Engineer shall be liable for correcting defects in its services caused by its negligence. However, the failure by Client, and the Client's contractors or subcontractors to notify Engineer of such defects in a timely fashion shall relieve Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Engineer's negligent error, any required item or component of the Project is omitted from the Documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. Engineer shall only be liable to the extent such costs would have been avoided had engineer not been negligent. In no event, will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such negligent omissions where no otherwise avoidable costs are incurred by Client is for Engineer to perform services necessary to correct omission without charge to Client; provided that where Engineer's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Engineer shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Engineer's liability for any damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the engineer's fees under this agreement. Such limitation shall apply to the aggregate of all claims that may be brought against engineer and its subconsultants. If the client prefers not to limit the engineer's professional liability to this sum, the engineer will waive this limitation upon the client's request provided that the client agrees to pay an additional consideration for this waiver.

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

10. DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in question between the Engineer and the Client arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Engineer ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to "ADR Options" or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties. The party initiating the Dispute shall be liable for any filing fee.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 60 days of submission to the mediation service shall be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Engineer because of any Dispute and if such suit is dropped or dismissed, or if the Engineer otherwise prevails, Client agrees to reimburse the Engineer, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Engineer.

10.6 The signatories to this Agreement, agree to be, and to remain at all times, and for all purposes, without regard for any business address they may now or hereafter assume, subject to the exclusive jurisdiction of the several Courts of Common Pleas of Bucks County, Pennsylvania for all causes of action, if any, which may arise under, or incident to, the application, breach, enforcement, interpretation, performance or nonperformance of this Agreement. This Agreement and the rights and obligations of the parties hereto shall be controlled by the laws of the Commonwealth of Pennsylvania.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Client shall indemnify and save harmless Engineer, their subsidiaries, affiliates, officers, employees and subconsultants or such other individuals or entities who may have assisted the Engineer in the rendering of its services in connection with the Project (along with each of their shareholders, directors, officers, partners and employees) from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any negligent conduct or breach of any provision of this Agreement by Client or any individual or entity for whose acts Client is responsible.

12. ENVIRONMENTAL

12.1 Where the scope of basic services includes storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such services proposed or performed by G & A are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical work is to be constructed and maintained by the Client's contractor or others and that G & A has no control over the ultimate effectiveness of any such work or procedures. Except to the extent that there were errors or omissions in the services provided by G & A, Client agrees to indemnify and hold G & A harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

13. WARRANTY OF AUTHORITY TO SIGN

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

14. CHOICE OF LAW

14.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. SEVERABILITY

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

16. REFERENCES

16.1 Client agrees that Engineer has authority to utilize its name as a Client and general description of the project work or service performed as references to other Clients.

17. INTEGRATION

17.1 There are no understandings or agreements concerning this project except as expressly stated herein.

18. VALIDITY

18.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within thirty (30) days of the date of the Agreement, Engineer reserves the right to revise or withdraw this Agreement.

19. THIRD PARTY BENEFICIARIES

19.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Engineer.

20. WAIVER OF SUBROGATION

20.1 Except to the extent that such waiver would invalidate the applicable insurance coverage, the Client and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Engineer each shall require similar waivers from their contractors, consultants and agents.

End of Terms and Conditions Revised: 04/08/15

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

2024 HOURLY FEE SCHEDULE
STRUCTURAL AND FORENSIC MUNICIPAL SERVICES

TITLE	RATE
Principal III	$ 185.00
Principal II	$ 180.00
Principal I	$ 175.00
Consulting Professional V	$ 165.00
Consulting Professional IV	$ 160.00
Consulting Professional III	$ 155.00
Consulting Professional II	$ 150.00
Consulting Professional I	$ 145.00
Design Technician V	$ 140.00
Design Technician IV	$ 135.00
Design Technician III	$ 125.00
Design Technician II	$ 115.00
Design Technician I	$ 110.00
Construction Representative III	$ 129.00
Construction Representative II	$ 114.00
Construction Representative I	$ 99.00
Survey Crew II	$ 190.00
Project Assistant	$ 85.00

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Listed Rates - All Rates listed above are hourly rates based upon straight time for a 40-hour, 5-day week and are charged on actual time expended. When requested/required to provide professional services in excess of 40 hours during the normal work week, non-exempt staff shall be charged 1.5 times the standard rate for those hours worked in excess of the normal 40 hours. Construction Representative Services requested on weekends shall be charged at the same overtime rate with a minimum of 4 hours charged.

Client Invoicing - Gilmore & Associates, Inc. invoices on a monthly basis and payment for services rendered are due within 30 days.

Proprietary Information - This Professional Services Fee Schedule is proprietary information issued by Gilmore & Associates, Inc. for review only by the recipient of this document. The information contained herein shall not be shared, reviewed or discussed with others than those receiving this original document.

Special Consulting Services - Rates vary by type of service and level of experience. Rate Schedules will be provided upon request.