



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SERVICES AGREEMENT

Project No. 2501074

Engineering Plan Reviews and Resident Project Representative Services

Caln Township, Chester County, PA

This Agreement is made on **October 7, 2025** by and between: **Caln Township, Attn: Don Vymazal (CLIENT), and Gilmore & Associates, Inc., Attn: Ross A. Bickhart, P.E. (ENGINEER).**

It is understood that Caln Township seeks engineering plan review services for land development plans and stormwater management site plans that are submitted to the Township for review. Additionally, the Township seeks "Resident Project Representative" (RPR) services where field staff would serve as on-site personnel representing the Township's interests during construction activities. Specifically, the following services are proposed:

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

Engineering Plan Review Services

1. Provide engineering reviews for land development plans, stormwater management site plans, stormwater management calculations, easement exhibits and legal descriptions, escrow cost estimates, and escrow release requests that are submitted to the Township for review and approval. The review letters will be signed by a licensed professional engineer. The submitted plans and calculations will be reviewed against the applicable requirements of Caln Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and Stormwater Management Ordinance, and any deficiencies will be identified in the review letter. Review of proposed landscape and lighting features is included in our scope.
2. Engineer will attend one planning commission meeting per month, and up to two Board of Commissioners meetings per month. It is understood that the large majority of these meetings may be attended remotely, and that in-person attendance at meetings will only be required occasionally (or in cases of technical difficulty with the Township's online meeting attendance system, which may happen from time to time).

Resident Project Representative (RPR) Services

1. Observe construction of site improvements that are to be public infrastructure or for which an applicant's funds are held in escrow by the Township during the construction process, including but not limited to roadways, sidewalks, curbs, storm sewer systems, open channel drainage systems, and retaining walls. It is understood that observation of sanitary sewer construction is by others through the municipal authority, a separate entity from the Township.
2. Observe construction of stormwater management Best Management Practices that are required by approved land development plans or are located on project sites where the Township has jurisdiction or oversight rights or responsibilities (whether they are offered for dedication to the Township or not).
3. Observe erosion and sediment control installation for all areas on construction sites where the Township has jurisdiction or oversight rights or responsibilities. Check erosion and sediment control status at these construction sites after substantial rainfalls. Inform Engineer and Township of any issues identified or maintenance required.
4. Prepare Daily Field Reports to document construction observation activities performed at each project site. The reports can be transmitted to the Township on a weekly basis.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | 215.345.4330 | 215.948.9943
12 Terry Drive | Suite 205 | Newtown, PA 18940 | 215.369.3955 | 610.968.1829
401 Plymouth Road | Suite 150 | Plymouth Meeting, PA 19462 | 610.489.4949 | 610.489.8447
3850 Sierra Circle | Suite 100 | Center Valley, PA 18034 | 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

5. Respond to resident complaints relating to matters of construction at land development/construction sites, and coordinate response with Engineer and Township.

CONDITIONS OF SERVICES

1. Any services that are not listed in the scope of services above are excluded.
2. The following plan review categories are not included in our scope, but could be provided upon request: structural, geotechnical, environmental, traffic/transportation.
3. When on-site, our construction observer/RPR will seek to determine that construction work is carried out in compliance with the contract drawings and specifications. The purpose of the construction observation services is to provide the Client with a greater degree of confidence that the contractor's work generally conforms to requirements of the approved plans and that the integrity of the design concept illustrated by the approved plans has been implemented and preserved by the contractor(s).
4. Gilmore & Associates shall not, on the basis of its observations of the contractors' work or its presence at project site, supervise, direct, or have any control over the contractors' work nor shall Gilmore & Associates have authority over, or responsibility for, the means, methods, techniques, sequences, or procedures of construction selected by the contractors, for safety precautions and programs incidental to the work, or for the contractors' compliance with laws, rules, regulations, ordinances, codes, or other orders applicable to the contractors furnishing and performing their work. Accordingly, Gilmore & Associates can neither guarantee performance of construction by the contractors nor assume responsibility for the contractors' failure to furnish and perform work in accordance with approved plans.
5. G&A shall use the 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 at the time the services are rendered.

COMPENSATION

CLIENT agrees to pay ENGINEER as follows:

Services are to be furnished on a Time and Expense basis in accordance with the attached 2025 Professional Services Rate Schedule. It is understood that the level of effort required for a given task will depend on the quality of documentation submitted by applicants and their consultants. For services rendered in future years, the rates will be in accordance with future annual rate schedules adopted by the Township for Gilmore & Associates (G&A).

In addition to the hourly fees for professional services, 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, if any, are the responsibility of the Township.**

G&A will send invoices to Caln Township once per month for services rendered based on a time and material basis. G&A will send a unique invoice for each project (whether a Township project or a project initiated by an applicant). The format of each invoice will follow the requirements of the Pennsylvania Municipalities Planning Code (MPC) and it is understood that applicants/developers have the right to challenge invoices based on Section 510 of the MPC.

Caln Township agrees to review the invoices and notify G&A within 20 days of receipt of the invoices if there are any errors or discrepancies. If no errors or discrepancies exist, Caln Township agrees to pay G&A's invoices within 30 days or immediately following their next Board of Commissioners public meeting after 30 days has passed.

SCHEDULE

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

Services to commence when directed by Client at a time after execution of this Services Agreement by Client.

TERMINATION

G&A acknowledges that provision of the services described above is at the will of the Board of Commissioners and that the services can be terminated at any time following a majority vote by the Board at a Public meeting. In the event of a termination, Caln Township agrees to pay G&A for services rendered up to the termination date. G&A agrees to work cooperatively with any successor engineer to ensure a smooth transition. G&A agrees to turn over any work product (hard copy and/or electronic) in a timely manner as long as G&A has been paid in full for services rendered and has received an executed Electronic Document Hold Harmless Agreement from Caln Township and the successor engineer.

INSURANCE

G&A's Certificate of Liability Insurance is attached hereto. G&A agrees to keep our Insurance Policy throughout the duration of our engineering services. G&A agrees to provide a copy of future Insurance Certificates when requested by Caln Township.

INDEMNIFICATION

G&A agrees to indemnify and hold Caln Township harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by G&A's negligent acts or errors or omissions during our service.

Caln Township agrees to indemnify and hold G&A harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Township's negligent acts or errors or omissions during our service.

AGREEMENT

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 as set forth above.

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

CLIENT INITIALS _____

G&A INITIALS _____



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**2025 PROFESSIONAL SERVICES FEE SCHEDULE
CALN TOWNSHIP, CHESTER COUNTY, PA**

TITLE	RATE
Principal III	\$ 166.00
Principal II	\$ 161.00
Principal I	\$ 156.00
Consulting Professional V	\$ 151.00
Consulting Professional IV	\$ 146.00
Consulting Professional III	\$ 140.00
Consulting Professional II	\$ 135.00
Consulting Professional I	\$ 130.00
Design Technician V	\$ 125.00
Design Technician IV	\$ 120.00
Design Technician III	\$ 115.00
Design Technician II	\$ 110.00
Design Technician I	\$ 105.00
Construction Representative III	\$ 116.00
Construction Representative II	\$ 106.00
Construction Representative I	\$ 94.00
Surveying Crew	\$ 185.00
Project Assistant	\$ 85.00

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.

184 West Main Street | Suite 300 | Trappe, PA 19426 | Phone: 610-489-4949 | Fax: 610-489-8447

Gilmore & Associates, Inc.
Building on a Foundation of Excellence
www.gilmore-assoc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2025

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 Chadwick Brokerage LLC 350 Main Street, Suite 1 Bedminster NJ 07921	CONTACT NAME: Rich Standing	
	PHONE (A/C. No. Ext): 908-766-6570	FAX (A/C. No.):
E-MAIL ADDRESS: rich@chadwickbrokerage.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : RLI Insurance Company		13056
INSURED Robert D. Gilmore & Associates, Inc. 65 East Butler Avenue Suite 100 New Britain PA 18901	INSURER B : Everest National Insurance Com	10120
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 705311508

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 type="checkbox"/> LOC OTHER:			PSB0001450	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001232	4/1/2025	4/1/2026	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PSE0001300	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0001371	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability incl Pollution Incident Liability Retro date: 1/1/1976			AAEP000037-251	4/1/2025	4/1/2026	Per Claim limit Annual Aggregate Per claim deductible	\$2,000,000 \$2,000,000 \$75,000

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

CERTIFICATE HOLDER**CANCELLATION**

Caln Township
 253 Municipal Drive
 Thorndale PA 19372

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

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