



**INVOICE**  
FEIN 52-2022652

DATE	INVOICE NO.
11/30/2003	1745

CLIENT  
United Evangelical Church  
3200 Dillon Street  
Baltimore, MD 21224  
ATTN: Bill Meyers

DESCRIPTION	AMOUNT
United Evangelical Church 3200 Dillon Street Baltimore, Maryland Gardner Engineering Project 956  Engineering Consulting Services November 1, 2003 through November 30, 2003 Final Billing	1,820.00

THANK YOU FOR YOUR BUSINESS.

Please contact Steve Turner with questions regarding this invoice.

**Total** \$1,820.00



**GARDNER ENGINEERING, INC.**

*' SOLUTIONS FOR FACILITY MAINTENANCE '*

**INVOICE**

FEIN 52-2022652

DATE	INVOICE NO.
10/31/2003	1706

**CLIENT**

United Evangelical Church  
3200 Dillon Street  
Baltimore, MD 21224  
ATTN: Bill Meyers

DESCRIPTION	AMOUNT
United Evangelical Church 3200 Dillon Street Baltimore, Maryland Gardner Engineering Project 956  Engineering Consulting Services - October 1 through October 31, 2003 Field Work Observation Prior to Report Partial Billing	2,000.00
THANK YOU FOR YOUR BUSINESS.	
Please contact Steve Turner with questions regarding this invoice.	<b>Total</b> \$2,000.00



PAYMENTS FOR  
BUILDING INSPECTION

APPROVED

CONGREGATIONAL  
MEETING

NOV 2003

January 6, 2004

United Evangelical Church  
3200 Dillon Street  
Baltimore, Maryland 21224  
Attn.: Mr. William Meyers

**Subject:** Proposal to Perform  
United Evangelical C  
Of the Original Porti  
3200 Dillon Street  
Baltimore, Maryland 21224  
Gardner Engineering Proposal 956 (Phases II - V)

### INTRODUCTION

Gardner Engineering, Inc. is pleased to provide this proposal for engineering consulting services related to the facade repairs at the above referenced property. Gardner Engineering previously performed a Condition Survey of the facade during our Phase I services and issued a report dated November 11, 2003. The purpose of our Phase II through Phase V services will be to prepare design documents based upon our condition survey, provide bidding assistance, and provide contract administration/construction observation for the facade repair project. Included in this proposal is a brief description of the property, our proposed scope of services, and our proposed fees for those services. This proposal is being provided in accordance with your verbal request on December 18, 2003.

### PROJECT BACKGROUND

The original portion of the four-story building at the referenced property was reportedly constructed in 1936 and consists of a concrete framed structure with exterior masonry walls. The walls are constructed as a barrier type system and consist of three wythes of brick masonry. Lateral support between the three wythes is provided by brick headers, which are installed at approximately every sixth course. Overall dimensions of the original portion of the building are approximately forty-five feet by seventy-five feet.

The facade cracking, movement and general deterioration that was observed during our condition survey at the referenced building appeared to be the result of long-term water infiltration into the facade system. This water infiltration is likely the cause of the corrosion of steel lintels and cyclic freeze/thaw deterioration that has been observed at various precast concrete and masonry components.

## **SCOPE OF WORK**

We propose to perform the following scope of Work to address the facade issues discussed in our Condition Survey date November 11, 2003:

### **Phase II - Design Documents**

- Prepare a technical specification, based upon our Condition Survey, to outline the Scope of Work (materials and methods) related to the repair of the facade and its components.
- Prepare plan and detail drawings as necessary.
- Develop a Project Manual that will include:
  - Invitation to Bid
  - Instructions to Bidders
  - Bid Forms
  - Insurance and Bond Information
  - Administrative Provisions
  - Scope of Work
  - Specification
  - Drawings
  - Contract Form (AIA A107)
  - General Conditions (AIA)

### **Phase III - Bidding**

Gardner Engineering will provide bidding assistance services generally consisting of the following:

- Consult with United Evangelical Church to establish a list of bidders.
- Conduct a pre-bid meeting at the site with the approved Contractors.
- Prepare and distribute any required bid addenda.
- Review and tabulate the Bids.
- Provide a spreadsheet summarizing the Contractor's base bids and unit prices, and submit the spreadsheet to the United Evangelical Church to aid in the selection of a Contractor for the project.

#### Phase IV - Contract Administration

Gardner Engineering will provide contract administration services generally consisting of the following:

- Conduct a pre-construction conference.
- Prepare the Owner/Contractor Agreement for execution.
- Review of submittals and pay requisitions.
- Act as liaison between the Owner and Contractor.
- Provide clarification of technical or contract issues.
- Conduct periodic progress meetings (usually about once every two weeks) with the Owner (or Owner's representative) and the Contractor to review past Work, resolve project related issues, review the Contractor's payment applications, and discuss future Work.

#### Phase V - Construction Observation

- Perform site visits during construction to observe the progress of the Work, verify quantities of repair and determine if the Work is being performed in general accordance with the Project Specifications. We will convey our findings in brief written reports for each site visit, if requested.
- All observations shall be performed by or under the direct supervision of a Professional Engineer registered in the State of Maryland.

#### PROPOSED FEE AND SCHEDULE

We propose the following fees for the services outlined above:

ITEM	FEE
Design	Lump Sum \$ 5,225.00
Bidding	Lump Sum \$ 2,147.00
Contract Administration /Construction Observation	Please see attached fee schedule. These costs can be better determined once a Contractor is selected and the project duration is known.

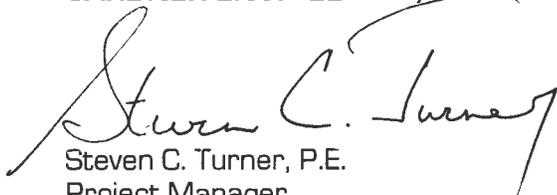
### AUTHORIZATION

If the scope of Work and proposed fee are acceptable, please sign the attached Proposal Acceptance Sheet and return it to us. That will make this proposal and the attached Terms and Conditions the agreement between us.

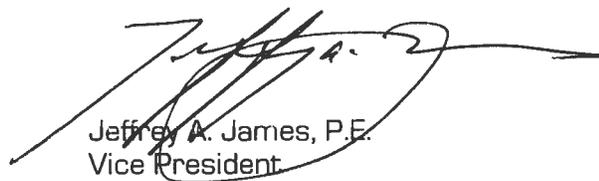
We appreciate your consideration of Gardner Engineering for this Work and look forward to our continued service to you on this project.

Sincerely,

**GARDNER ENGINEERING, INC.**



Steven C. Turner, P.E.  
Project Manager  
Restoration and Repair Division



Jeffrey A. James, P.E.  
Vice President

Attachment: Proposal Acceptance Sheet/ Terms and Conditions  
Fee Schedule

**GARDNER ENGINEERING, INC.***\* SOLUTIONS FOR FACILITY MAINTENANCE \****FAX COVER SHEET**

To: **Bill Meyers**  
Company: **United Evangelical Church**  
Fax: **410-675-2991**

From: **Steve Turner**  
Company: **GARDNER ENGINEERING, INC.**  
Phone: **BALT 410-480-1500 WASH 301-953-2900**  
Fax: **410-480-1501**  
Date: **February 2, 2004**

Pages (incl. Cover): ~~Seven~~ (7) 8

RE: **United Evangelical Church, Phase 2-5**  
**Baltimore, Maryland**  
**Gardner Engineering Project 956**

Attached is a copy of our January 6<sup>th</sup> proposal for Engineering Services, Project Acceptance Sheet, Terms and Conditions and Fee Schedule for the above referenced project. Please sign the Project Acceptance Sheet and return via fax to our office so that we may begin design services immediately.

I will not be in the office tomorrow, but can be contacted via cell phone at 240-481-7697 should you have any questions.

Thank you.

3233-A Corporate Court Ellicott City, Maryland 21042

**GARDNER ENGINEERING, INC.***\* SOLUTIONS FOR FACILITY MAINTENANCE \**

January 6, 2004

United Evangelical Church  
3200 Dillon Street  
Baltimore, Maryland 21224  
Attn.: Mr. William Meyers

**Subject: Proposal to Perform Engineering Consulting Services  
United Evangelical Church - Facade Repairs  
Of the Original Portion of the Building  
3200 Dillon Street  
Baltimore, Maryland 21224  
Gardner Engineering Proposal 956 (Phases II - V)**

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Bidding	Lump Sum \$ 2,147.00
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United Evangelical Church  
January 6, 2004

Gardner Engineering Prop. 956 Phases II-V  
Page 4

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### AUTHORIZATION

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We appreciate your consideration of Gardner Engineering for this Work and look forward to our continued service to you on this project.

Sincerely,  
**GARDNER ENGINEERING, INC.**

Steven C. Turner, P.E.  
Project Manager  
Restoration and Repair Division

Jeffrey A. James, P.E.  
Vice President

Attachment: Proposal Acceptance Sheet/ Terms and Conditions  
Fee Schedule



**GARDNER ENGINEERING, INC.**

*' SOLUTIONS FOR FACILITY MAINTENANCE '*

**PROPOSAL ACCEPTANCE SHEET**

Gardner Engineering, Inc. is pleased to provide the services listed in Proposal 956. The purpose of this acceptance sheet is to obtain your authorization for the scope of work and confirm the terms and conditions under which our agreement will be based. The terms and conditions are stated on the reverse side of the sheet. If you wish to make changes to the terms and conditions or the scope of work stated in the proposal, please note these changes on the space provided.

SUBJECT: **Survey of Facade Bulging Above Upper Floor Windows of the Original Portion of the Building**

PROJECT LOCATION: **United Evangelical Church  
3200 Dillon Street  
Baltimore, Maryland**

INVOICES TO BE SENT TO:

Firm \_\_\_\_\_ Attention: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

WORK AUTHORIZED BY: WILLIAM E MEYERS JR. PROPERTY CHAIRPERSON  
(Print Name & Title)  
William E Meyers Jr. 2-2-2004  
(Signature) (Date)

CHANGES TO THE SCOPE OF SERVICES OR TERMS AND CONDITIONS (if any required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TERMS & CONDITIONS

- 1. SERVICES TO BE PROVIDED.** Gardner Engineering is an independent consultant and agrees to provide to the Client, for its sole benefit and exclusive use, consulting services described in our proposal.
- 2. PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, the Client agrees to pay a service charge on the past due amount at the rate of 1 percent per month plus applicable collection fees.
- 3. TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Gardner Engineering will be paid for all services, expenses and termination expenses.
- 4. STANDARD OF CARE.** Gardner Engineering agrees to perform the services described in this proposal using the degree of care and skill ordinarily exercised under by reputable members of our profession practicing in the same or similar locality under similar conditions. Gardner Engineering makes no warranties, express or implied, under this Agreement or otherwise, in connection with our services.
- 5. INSURANCE.** Gardner Engineering maintains coverage in the following areas:
  - (a) Worker's Compensation Insurance
  - (b) Professional Liability Insurance
  - (c) Comprehensive General Liability Insurance
  - (d) Automobile Insurance
- 6. SITE ACCESS.** The Client agrees to arrange for Right-of-Entry to the property for the purpose of performing studies, tests and evaluations in connection with the agreed services.
- 7. HAZARDS & OBSTRUCTIONS.** Gardner Engineering's field personnel typically initiate field testing and/or sampling within a reasonable distance of each designated location. Our field personnel will avoid hazards or utilities which are visible to them at the site. If we are advised or given data in writing that reveals the presence or potential presence of underground or aboveground obstructions, such as utilities, we will give special instructions to our field personnel. Gardner Engineering is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Client agrees to indemnify us from any such claim, suits or losses, including reasonable attorney's fees, resulting therefrom.
- 8. SITE OBSERVATIONS.** During site visits or as a result of site observations of Contractor(s)' work in progress, Gardner Engineering will not supervise, direct or have control over Contractor(s)' work nor shall have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Gardner Engineering can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with their contract.
- 9. UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or hazardous substances may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with the Client, but will act based on our sole judgment where risk to our personnel is involved.
- 10. SAMPLE DISPOSAL.** We will retain test specimens or samples for a period of 30 days. After that time, samples will be disposed of unless prior arrangements have been made.
- 11. ENVIRONMENTAL INDEMNITY.** Our services do not include the identification of asbestos, lead paint, mold or any other hazardous or toxic substance, unless specifically stated in our proposed scope of work. If a third party brings suit or claim for damages against Gardner Engineering alleging personal injury or property damage from exposure to or release of toxic hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, the Client agrees to the maximum extent permitted by law to defend us and pay on our behalf any judgment against us, including interest thereon, unless such damages are caused by our sole negligence.
- 12. LIABILITY.** Gardner Engineering's liability, in contract and tort, shall be limited to the amount of compensation paid to Gardner Engineering for the project services. The Client agrees that Gardner Engineer's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of Gardner Engineering's employees or principals in their personal capacity.
- 13. DOCUMENTS.** All documents including Drawings and Specifications prepared or furnished by Gardner Engineering pursuant to this Agreement are instruments of service in respect to the Project. Gardner Engineering shall retain ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project, or on other Projects. Any reuse without written verification or adaptation by Gardner Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Gardner Engineering. The Client shall indemnify and hold harmless Gardner Engineering from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Gardner Engineering to further compensation at rates to be agreed upon by the Client and Gardner Engineering.
- 14. SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.
- 15. SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Gardner Engineering shall survive the completion of the services and the termination of this Agreement.
- 16. INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.
- 17. GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Maryland.



## **GARDNER ENGINEERING, INC.**

### **FEE SCHEDULE**

<b>Personnel</b>	<b>Fee</b>
PRINCIPAL, per hour .....	\$ 150.00
SENIOR PROJECT MANAGER, per hour .....	\$ 125.00
PROJECT ENGINEER, PROJECT MANAGER, per hour .....	\$ 115.00
ENGINEER, per hour .....	\$ 105.00
TECHNICIAN /DRAFTER, per hour .....	\$ 60.00
SECRETARY/CLERICAL, per hour .....	\$ 45.00

*Field Personnel - Services of field personnel or project site visits by engineering personnel will be invoiced from portal to portal. The hourly rate for field technical personnel will be increased to 1.5 times the indicated rate for work performed over eight hours per day or on Weekends or Holidays.*

*Litigation - Engineering services during Depositions and Expert Testimony will be billed at the standard unit rate times 1.5.*

<b>Expenses</b>	<b>Rate</b>
MILEAGE, per mile .....	\$ 0.50
TRAVEL AND PER DIEM, Travel expenses will be invoiced at our direct cost plus 20 percent.	
OTHER EXPENSES, Other expenses such as subcontracts, equipment, materials, or other project related expenses will be invoiced at our direct cost plus 20 percent.	