

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

August 6, 2003

United Evangelical Church
3200 Dillon Street
Baltimore, Maryland 21224
Attn.: Mr. Sam Jones

FAX: 410-276-0788

**Subject: Proposal to Perform Engineering Consulting Services
United Evangelical Church - Survey of Facade Bulging Above Upper Floor
Windows of the Original Portion of the Building
3200 Dillon Street
Baltimore, Maryland 21224
Gardner Engineering Proposal 956**

INTRODUCTION

Gardner Engineering, Inc. is pleased to provide this proposal for engineering consulting services related to the assessment of the upper floor facade bulging condition at the above referenced property. The purpose of our services will be to provide visual observations, measurements and selective excavations of representative locations on the exterior of the facade at bulged locations above upper floor windows. Our methods will help to determine existing conditions and general construction of the facade walls, outline the extent and timing of needed remedial work, and provide possible repair scenarios and estimated costs associated with recommended repairs.

Gardner Engineering visited the site on July 29, 2003 to become familiar with existing conditions as necessary to generate this proposal for our investigation services. Included in this proposal is a general description of the property, our proposed scope of services, and the proposed fee for our services.

PROJECT INFORMATION

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 interior and exterior wythes of the masonry walls are constructed with brick masonry. The material within the center portion of the masonry wall is unknown. Overall dimensions of the original portion of the building are approximately forty-five feet by seventy feet. Various additions to the original portion of the building were reportedly constructed in 1957.

During our brief visit to the site, we observed bulging and cracking of the brick masonry walls above the top floor windows of the original portion of the building. The most severe bulging, where masonry walls were several inches out of plumb, was observed on the north and west side walls.

We also observed that a communications system (by Sprint PCS) had been installed on the east portion of the roof of the original building. The communications system and associated components consist of a large steel support, catwalk, roof ladder, and three large equipment boxes. It is our understanding that a structural evaluation was performed of the roof prior to the installation of the communications system.

PROPOSED SCOPE OF SERVICES

We propose the following scope for our condition survey and report services:

- Review available drawings and any available history of the building and the communication system roof evaluation to attempt to determine the details of construction.
- Perform a visual assessment of the facade above the upper floor windows of the original portion of the building from ground level (using binoculars if necessary) and from the roof. During our observations, your office will provide access to the interior of the structure and the roof during regular business hours (Monday through Friday 8:00 AM to 5:00 PM).
- We will observe interior space in several locations beneath the roof on the four facades of the original portion of the building. We will remove ceiling tiles/drywall and readily accessed finishes (i.e., drywall, insulation, etc.) above the ceiling and on walls (if necessary) in two to three areas (unless fewer are required) to view locations of wall bulging. This will help us to determine construction details and the condition of the back-up wall, which are hidden by the interior finishes.

Access to interior space will be coordinated through your office and will occur during normal business hours (Monday through Friday 9:00 AM to 5:00 PM). We will attempt to minimize the disturbance of finish surfaces, however the cost to repair finishes that are removed as part of our work is not included in this proposal.

- We will work with your qualified repair Contractor, Structural Preservation Systems, Inc., to provide access to the locations of facade bulging in order to remove existing brick in two to three locations (approximately 2 feet by 2 feet). This will help us to observe the condition of hidden construction details such as wall flashing, structural supports, wall ties, weepholes, etc. Original brick will be cleaned and reset by the repair Contractor after we have completed our observations.
- Provide a written report of our findings, our recommendations for repair/replacement, and our opinion of cost for the repairs. We will include photographs of representative conditions observed during the field portion of our survey and a plan view of the structure indicating the general location of necessary repairs and maintenance.

United Evangelical Church
August 6, 2003

Gardner Engineering Project 956
Page 3

PROPOSED FEE AND SCHEDULE

The Lump Sum fee for our survey and report services will be \$3,820. Our price assumes a one-day site visit to perform our field services. Our survey also assumes that a ladder will be available to access the interior top floor facade in the vicinity of the bulging walls. Our proposal does not include design of the repairs. A proposal for the engineering design will be provided once the cause of the wall bulges is determined.

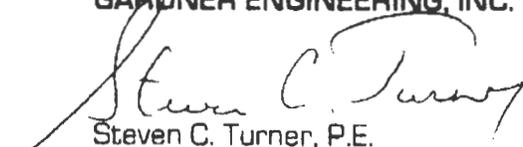
The cost of the repair Contractor is not included herein. It is our understanding that Structural Preservation Systems, Inc., under a separate Contract with United Evangelical Church, will provide the labor, materials, and equipment needed to perform the Work described above for approximately \$3,000.00.

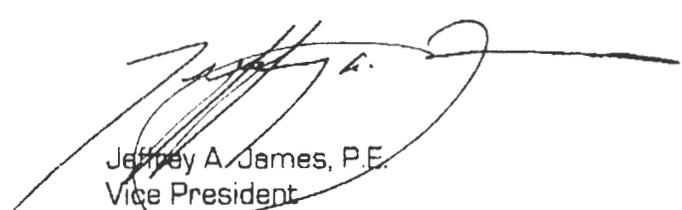
AUTHORIZATION

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, the attached Terms and Conditions the agreement between us.

We appreciate your consideration of Gardner Engineering for this work and look forward to our service to you as your engineering consultant.

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



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: _____
(Print Name & Title)

(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.