



February 26, 2004

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

**Subject: Proposal to Perform Engineering Consulting Services
United Evangelical Church - Elevator Addition Feasibility Study**
3200 Dillon Street
Baltimore, Maryland 21224
Gardner Engineering Proposal 1075

INTRODUCTION

Gardner Engineering, Inc. is pleased to provide this proposal for engineering consulting services related to the feasibility of installing an elevator at the referenced property. This study will involve the current structural conditions of the proposed elevator. The purpose of our Work will be to perform limited visual observations of the existing structure in the general area of the proposed new elevator. This will help us gain an understanding of the type of structural retrofits and new structural systems that may be required to facilitate the proposed elevator and its associated systems. We will coordinate our efforts with a consultant who is qualified to design elevator systems for existing structures. The cost of the elevator consultant is estimated within this proposal. 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 in late January 2004.

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. The structural floor slabs are tied into concrete columns via embedded steel reinforcing. Masonry walls bear on a portion of the structural floor slab at the outer edge and receive lateral support as a result of this condition. Overall dimensions of the original portion of the building are approximately forty-five feet by seventy-five feet.

According to available information, the current Owner would like to install an interior elevator that would allow transport of pedestrians from the basement level and up to the fourth floor.

SCOPE OF WORK

We propose the following scope of services for the survey and report phase. A Professional Engineer registered in the State of Maryland will perform or oversee these proposed services.

Survey and Report

- Review available drawings and available history of the building to attempt to determine the details of construction. Our proposal assumes that available information will be provided to us a minimum of 7 days prior to the beginning of our survey.
- Review available reports (engineering, architectural, contractor, etc.) concerning previous studies or Work performed on the structural components of the building. Our proposal assumes that available information will be provided to us a minimum of 7 days prior to the beginning of our survey.
- Perform a visual assessment of the proposed area of elevator construction. We will coordinate access to the area through your office to occur during normal business hours (Monday through Friday 9:00 AM to 5:00 PM).
- While on site, we will meet with a qualified elevator consultant (William Hunt & Associates) to discuss the feasibility of installing an elevator inside the existing structure. Pertinent individuals/church representatives who may be affiliated with the proposed new elevator are welcome to attend this meeting. We will coordinate the meeting through your office to occur during normal business hours (Monday through Friday 9:00 AM to 5:00 PM) at the same time as our visual assessment (See Above).
- Provide a brief letter of our findings, which will address possible elevator systems (if any) that may be practical for the existing conditions and constraints of the facility. Findings from visual observations will be conservative because the types and configuration of subsurface reinforcing within the structural floors, walls and columns is unknown and actual design loading of the existing structural system can only be estimated. We will briefly discuss additional field Work and observations that may be necessary to proceed with design documents. The report will include a rough budget estimate of construction related costs to install possible elevator systems (if any).

PROPOSED FEE AND SCHEDULE

The lump sum fee to perform our services will be \$3,850.00. This cost includes \$1,600.00 for services to be rendered by the elevator consultant.

AUTHORIZATION

If the scope of Work and proposed fees 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 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
Fee Schedule

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 3D 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.



PROPOSAL ACCEPTANCE SHEET

Gardner Engineering, Inc. is pleased to provide the services listed in Proposal 1075. 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 : **Proposal to Perform Engineering Consulting Services
United Evangelical Church - Elevator Addition Feasibility Study**

PROJECT LOCATION: **3200 Dillon Street
Baltimore, MD 21224**

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):



GARDNER ENGINEERING, INC.

FEE SCHEDULE

Personnel	Fee
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.

Expenses	Rate
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.	