



BOHLER ENGINEERING

New Britain Corporate Center
1600 Manor Drive, Suite 200
Chalfont, PA 18914
PHONE 215.996.9100
FAX 215.996.9102

CONTRACT

April 15, 2014
Via Email

Springfield School District
111 Leamy Ave.
Springfield, PA 19064

Attention: Don Mooney, Executive Director of Operations

Re: Professional Engineering Services
Proposed High School Improvements
111 Leamy Ave.
Springfield Township
Delaware County, PA

Dear Mr. Mooney:

Thank you for this opportunity for Bohler Engineering, Inc. (Bohler) to present our Contract to Springfield School District (Client) for Professional Engineering Services to be rendered in connection with the above referenced project. As we understand at this time, you are proposing to develop the parcel with a new high school building at the Saxer Avenue end of the property. The site will also contain related site amenities and improvements inclusive of parking, access roadways, lighting, landscaping, utilities, and stormwater management facilities.

In preparation of this Contract, our office is currently in receipt of Power Point presentation entitled "Master Plan Status Update" presented to Springfield School District at the School Board Meeting/Executive Session on January 23, 2014. This item has been utilized as a basis for the description of our scope of services and we assume the information presented to be accurate.

Our office's obligation as defined within this Contract will be to provide some master planning support to the project team and attend meetings. For clarity, we have delineated our firm's services more specifically as outlined in the following phases:

PHASE I - Analysis of Township Codes:

This phase shall include preliminary analysis of Township codes, including Zoning Ordinance and Subdivision and Land Development Ordinance (SALDO), as they relate to the project, to highlight requirements and potential conflicts and/or issues which may arise during the development of this site based on one (1) specific concept plan prepared by the Planning Consultant or Architect.

PHASE II - Preliminary Stormwater Analysis & Design:

This phase shall include a site specific stormwater analysis for one (1) specific concept plan prepared by the Planning Consultant or Architect. Understanding that certain PADEP requirements will mandate that the project design incorporate specific stormwater volume and quality measures, including infiltration, this aspect of the plan could be addressed and incorporated early in the site planning process. In conjunction with concept plan preparation by the Planning Consultant or Architect, our office will provide suggested BMP measures to address these requirements based on the existing and proposed site conditions, as well as provide an evaluation of any noticeable existing drainage issues on site with some proposed solutions. A preliminary stormwater management design addressing rate control and potential volume control BMP's will be included as part of this phase.

OTHER OFFICE LOCATIONS:

- | | | | | | |
|------------------------------------|------------------------------|------------------------------------|----------------------------------|------------------------------|---------------------------------------|
| • Southborough, MA
508.480.9900 | • Albany, NY
518.438.9900 | • White Plains, NY
914.286.2700 | • Ronkonkoma, NY
631.738.1200 | • Warren, NJ
908.668.8300 | • Center Valley, PA
610.709.9971 |
| • Philadelphia, PA
267.402.3400 | • Towson, MD
410.821.7900 | • Sterling, VA
703.709.9500 | • Warrenton, VA
540.349.4500 | • Bowie, MD
301.809.4500 | • Fort Lauderdale, FL
954.202.7000 |

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PHASE III – Preliminary Grading Analysis:

Based on preliminary layouts prepared by the Planning Consultant, our office will prepare a concept grading plan with adjustments to the concept layout as necessary.

PHASE IV – Meetings & Coordination:

This phase includes attendance at two (2) meetings with the facilities committee and three (3) public meetings by a Professional Engineering Manager for development team meetings (maximum four (4) hours per meeting). Also included is up to eight (8) hours of coordination and communication with Project Team as required.

In the event that the above conditions and assumptions are exceeded and further modifications or additional services are required, Bohler Engineering, Inc. reserves the right to supplement this contract with an amendment for services. It is understood that this will be subject to review and approval by the Client prior to Bohler proceeding with the workscope for additional services.

In general, our fees for professional services will be predicated on rates as follows:

Professional Engineer/Principal	\$195.00/hour
Senior Project Manager/Principal	\$195.00/hour
Professional Engineering Manager	\$180.00/hour
Project Engineering Manager	\$165.00/hour
Assistant Project Manager	\$145.00/hour
Project Engineer	\$145.00/hour
Senior Design Engineer	\$125.00/hour
Design Engineer	\$110.00/hour
Junior Design Engineer	\$ 95.00/hour
Professional Landscape Architect Manager	\$155.00/hour
Professional Landscape Architect	\$120.00/hour
Senior Landscape Designer	\$ 95.00/hour
Landscape Designer	\$ 90.00/hour
Senior Environmental Specialist	\$135.00/hour
Senior Construction Manager	\$135.00/hour
Construction Manager	\$105.00/hour
Construction Engineer/Observer	\$ 90.00/hour
Permit Manager	\$150.00/hour
Assistant Permit Manager	\$130.00/hour
Senior Permit Expeditor	\$115.00/hour
Permit Expediter	\$100.00/hour
Senior CAD Designer	\$105.00/hour
CAD Designer	\$ 95.00/hour
Senior CAD Operator/Drafter	\$ 85.00/hour
CAD Operator	\$ 80.00/hour
Project Coordinator	\$ 90.00/hour
Senior Technical Assistant	\$ 75.00/hour
Technical Assistant	\$ 70.00/hour
Office Administration/Clerical	\$ 55.00/hour
Hearing Attendance and Testimony	\$750.00/night

Miscellaneous Reimbursable Expenses:

Postage, Federal Express, etc. \$Cost

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Printing Supplies (Binders, Dividers, etc.)	\$Cost
Mileage Reimbursement*	\$0.56/mile
Travel (Hotel, Airfare, Meals)	\$Cost
Printing	\$2.50/sheet
Computer Mylars/Color Plots	\$20.00/sheet
Outside Services or Fees	\$Cost + 10%
Transparencies	\$0.60/each
Photo Copies	\$0.10/each
Color Photo Copies	\$1.50/each
Exhibit Lamination (24" x 36" or larger)	\$50.00/each
Color Aerial Photo Plots (24" x 36" or larger)	\$40.00/each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.

We estimate the fees for the subject project and permitting services to be as follows:

<u>WORKSCOPE:</u>		<u>FEE</u> <u>(NOT TO</u> <u>EXCEED):</u>
PHASE I -	Analysis of Township Codes	\$1,000
PHASE II -	Preliminary Stormwater Analysis & Design	\$2,000
PHASE III -	Preliminary Grading Analysis	\$5,000
PHASE IV -	Meetings & Coordination	\$5,040

Items not included in this Contract include but are not limited to:

- professional surveying services
- legal descriptions
- wetland evaluation
- geotechnical engineering services
- environmental engineering services
- preliminary engineer's opinion of probable construction costs
- land development design document preparation
- concept site plans
- concept utility plans
- cut/fill analysis
- structural design/detailing of retaining walls
- other permits or activities not specifically identified herein

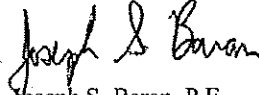
Invoices for Professional Services and expenses incurred shall be generated on a monthly basis and are due and payable upon receipt. Additionally, attached to this Contract are the Bohler Engineering, Inc. "Standard Terms and Conditions" between our Firm and its clients. The attached Bohler Engineering, Inc. "Standard Terms and Conditions" shall form a part of this Contract and are incorporated herein.

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Thank you again for the opportunity to provide our Contract for Professional Services to be rendered to your office on this project. We trust you will find our firm's services beneficial to your development objectives. If you have any questions or comments, or wish to discuss this Contract in further detail, please feel free to contact our office at your convenience.

Sincerely,

BOHLER ENGINEERING, INC.



Joseph S. Baran, P.E.
Project Manager

ACCEPTED:

SPRINGFIELD SCHOOL DISTRICT

By: _____
Don Mooney (date)

JSB/jh
enc.
cc: Bob Ochs

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TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between Bohler Engineering, Inc. (the "Firm"), and Springfield School District (the "Client"), to which these Terms and Conditions are attached:

- I. **PROFESSIONAL RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Professional Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms, under similar circumstances, at or near the same location, at the time the Firm performs the Professional Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete the Professional Services within a reasonable period of time consistent with applicable professional standards, subject to external parameters and delays and elements within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract.
- II. **CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Professional Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete Professional Services in the most efficient fashion. The Client acknowledges that the Firm has no ongoing maintenance or repair responsibilities related to the Professional Services or the Project, but rather that the Client is fully responsible for all ongoing and future maintenance and repair for any items, elements and/or features described or depicted in any plans, drawings, or specifications related to the Project.
- III. **PAYMENT TERMS** – The Firm agrees to perform the Professional Services and the Client agrees to pay the Firm for the Professional Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Professional Services and invoicing Client for same. The Firm shall generate Invoices for Professional Services and expenses, monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) day of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Professional Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Professional Services as described herein.

In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Professional Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates on or after the year anniversary date of the Contract.

Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.

IV. **INDEMNIFICATION** – Client and the Firm

A) **THE FIRM TO CLIENT:** The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for any losses, injuries, damages, claims, penalties, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or subconsultant's negligence, gross negligence, action(s) and/or omissions(s); provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage.

B) **CLIENT TO THE FIRM:** Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subconsultants (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any claim or loss of and/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, gross negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.

V. **OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares, either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property, until Client fully pays the Firm for all Professional Services and expenses related to the Firm's creation of the Firm Materials. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Professional Services, the Firm will retain all pertinent records related to the Professional Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation.

TERMS AND CONDITIONS

The Client agrees not to use or re-use the Firm Materials, either in whole or in part, for any purpose other than for the Project and not to alter same. The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.

- VI. **REVOCATION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.
- VII. **TERMINATION** – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. The Client may terminate this Contract for convenience after three (3) business days' written notice to the Firm of said intention. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract for any reason, Client shall pay the Firm for all Professional Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article XIV.
- VIII. **ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. Neither the Firm nor the Client shall assign or transfer this document or any interest herein without the other party's prior written consent and only after thirty (30) days; advance notice of intent to assign. The Firm may, without the Client's consent, subcontract any portion of the Professional Services hereunder or under the Contract, after fourteen (14) days' advance written notice to Client of the Firm's intention to do so.
- IX. **NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall not be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
- X. **EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
- XI. **CONSEQUENTIAL DAMAGES** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles VII and/or X, hereunder.
- XII. **SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, *only*, and shall not be relied upon or utilized for any other purpose.
- XIII. **THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
- XIV. **NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
- XV. **ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by a writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
- XVI. **VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract.