



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SERVICES AGREEMENT CHANGE ORDER NO. 10

Project No. 240063201

**Date: August 20, 2026 revised
September 21, 2026**

Project: Central Bucks East and Holicong Domestic Water Supply Feasibility

Client: Central Bucks School District

Gilmore & Associates, Inc.

Services Agreement Date: May 7, 2024

Services Agreement Change Order for Professional Services

(The terms and conditions included in the original Services Agreement shall be considered a part of this Services Agreement Change Order.)

Nature of Change: Construction Administration:

- Construction Administration Services (ICEE per attached): \$27,647.18
- Construction Administration Services: \$75,000.00
 - Attend site pre-construction meeting with the Township and BCCD.
 - Review of shop drawings, product data, and samples for site work components.
 - Answer contractor requests for interpretation and coordinate and consult on field changes related to the site work. This allowance does not include the submission of field change documentation to the Township or any regulatory agency.
 - Coordination with general contractor as to provide quality control review of their as-built plan deliverable.
 - Construction phase consulting including attendance at construction phase job conferences with the project team (10 bi-weekly conferences included for civil engineer, 6 bi-monthly conferences for water resources engineer).
 - Assist in the review of Change Orders and Construction Change Directives for the Owner's approval (as necessary).
 - Prepare construction punch list upon substantial completion. This will coincide with critical stage site visit (new tree material installation inspection).
 - Preparation support documents for a PADEP Certificate of Construction, assist owner with equipment start-up (2 qty 4 hour sessions).
 - Prepare and file NPDES Notice of Termination, assist District Counsel w/ instrument recording.

The changes result in the following adjustment of Services Agreement price;

Services Agreement price prior to this Change Order	\$	329,766.25
Increase resulting from this Change Order No. 10	\$	<u>102,647.18</u>
Current Services Agreement price including this Change Order	\$	432,413.43

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:**

Print & Date

Authorized Signature

May 27, 2026

Gilmore & Associates

65 East Butler Ave
Suite 100
New Britain, PA 18901

Attention: William Selders, P.E.

**Subject: CBSD Holicong School Well and Treatment Building Project
Proposal for Engineering Services for Bidding and Construction
IC&EE, LLC Proposal No: 101-034.42**

Dear Mr. Selders,

Thank you for asking *IC&EE, LLC* to provide you with a proposal for the engineering services associated with the bidding and construction phases of CBSD Holicong School Well and Treatment Building Project.

Our proposal includes the following scope of work.

Bidding Assistance

This work that we already completed included responding to questions by bidders, coordinating with team members, revising and delivering drawings and specifications for addenda.

Construction Phase Services

The scope includes attending a pre-construction conference. Shop drawing review is included. Requests for Information or Clarification will be reviewed and responses will be prepared. As part of coordination, we have included scope and fee for review of a reasonable number of change order requests. We have included a limited number of site visits during construction in our scope. We will review O&M manuals and prepare “as-built” drawings based on redline drawings from the Contractor.

Our proposed scope and fee for the work described above is shown on the table that follows.

Proposed Hours and Fee

Task	Hours	Fee
Bidding	50.25	\$5,919.72
Construction	155	\$19,214.08
Total	193.50	\$25,133.80

Comments and Clarifications

This proposal is valid for 60 days from the date of the proposal.

Project Assumptions:

- Two review cycles are included for submittals.

CBSD Holicong School Well and Treatment Building Project
Proposal for Engineering Services for Bidding and Construction
IC&EE, LLC Proposal No: 101-034.42
May 27, 2026
Page 2 of 4

- Submittal review to be completed within calendar year 2026. Construction to be completed within calendar year 2027.
- No permitting services included.

IC&EE does not warrant or guarantee approval by regulatory agencies. Review comments from agencies requiring redesign or additional analysis beyond the original scope shall be considered Additional Services.

Engineering services to obtain permits and easements are not included in our proposal.

Our estimate for shop drawing review includes an initial review and one additional review for each shop drawing submittal.

This proposal includes three site visits during construction (pre-construction meeting, construction progress inspection meeting and punch list site visit).

Our proposal excludes review of pay requests.

Services not specifically described herein are excluded.

IC&EE, LLC currently maintains the following types of insurance in the amounts indicated below:

Coverage	Limits
Commercial General Liability	\$ 2,000,000 each occurrence \$ 4,000,000 aggregate
Automobile Liability (Combined Single Limit)	\$ 2,000,000
Worker's Compensation Coverage A	Statutory
Employer's Liability Coverage B	Bodily Injury by Accident: \$1,000,000 each accident Bodily Injury by Disease: \$1,000,000 policy limit Bodily Injury by Disease: \$1,000,000 each employee
Professional Liability	\$ 5,000,000 per claim \$ 5,000,000 aggregate
Umbrella Liability	General Aggregate \$10,000,000 Products-Completed Operations Aggregate: \$10,000,000 Occurrence Limit: \$10,000,000 Self-Insured Retention: \$10,000

Terms and Conditions

The services described in this proposal are subject to the following terms and conditions unless otherwise agreed to in writing.

1. Standard of Care
IC&EE shall perform its services consistent with the professional standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same locality. *IC&EE* does not warrant or guarantee the results of its services.

2. **Limitation of Liability**
To the fullest extent permitted by law, the total liability of *IC&EE* and its officers, employees, and consultants for any and all claims, losses, costs, damages, or expenses arising out of or related to the services provided under this proposal shall not exceed the total compensation received by *IC&EE* for the services giving rise to the claim.
3. **Consequential Damages Waiver**
Neither party shall be liable to the other for any consequential, incidental, indirect, or special damages including but not limited to loss of profits, loss of revenue, loss of use, loss of production, or project delay damages arising out of or relating to the services performed under this proposal.
4. **Indemnification**
To the extent permitted by law, *IC&EE* shall indemnify and hold harmless the Client from third-party claims for bodily injury or physical damage to tangible property, but only to the extent caused by the negligent acts, errors, or omissions of *IC&EE* in the performance of its services. *IC&EE* shall have no obligation to indemnify the Client for claims arising from the negligence, willful misconduct, or contractual obligations of others.
5. **No Duty to Defend**
IC&EE shall have no contractual duty to defend the Client or any third party. Any obligation to reimburse defense costs shall apply only to the extent of *IC&EE*'s negligence or breach of contract as determined by final adjudication or settlement.
6. **Construction Means and Methods**
IC&EE shall not be responsible for construction means, methods, techniques, sequences, procedures, or site safety programs, all of which remain the responsibility of the contractor or other parties performing the construction work.
7. **Reliance on Information**
IC&EE shall be entitled to rely upon the accuracy and completeness of information furnished by the Client, Owner, contractors, or others. *IC&EE* shall not be responsible for errors or omissions in information provided by others.
8. **Third-Party Use**
Documents and instruments of service prepared by *IC&EE* are intended solely for the specific project and client for which they were prepared. Any use or reuse by others without written authorization shall be at the sole risk of the user.
9. **Payment Terms**
Invoices are due within thirty (30) days of receipt. The Client agrees that *IC&EE* may suspend services upon seven (7) days written notice if payment of any undisputed invoice remains overdue.
10. **Governing Law**
This proposal and any agreement arising from it shall be governed by the laws of the state in which the project is located unless otherwise mutually agreed.
11. **Waiver of Subrogation**

CBSD Holicong School Well and Treatment Building Project
Proposal for Engineering Services for Bidding and Construction
IC&EE, LLC Proposal No: 101-034.42
May 27, 2026
Page 4 of 4

Client agrees to waive subrogation rights and shall require the same waiver from contractors and insurers.

12. Dispute Resolution

Any dispute arising out of the agreement shall first be submitted to non-binding mediation prior to the initiation of litigation.

Acceptance of this proposal constitutes acceptance of these Standard Proposal Terms and Conditions unless modified by written agreement.

Thank you for providing us with the opportunity to provide you with this proposal. Please feel free to contact us should you have any questions.

Yours Truly,
IC&EE, LLC



Sai Santosh Somuri, P.E.