

**UPPER DUBLIN TOWNSHIP
NEW TOWNSHIP & POLICE BUILDING / PUBLIC WORKS ADDITION
COMMISSIONING VERIFICATION AND TESTING-ADJUSTING-BALANCING
(CVA/TAB)
PROFESSIONAL SERVICES AGREEMENT**

This Agreement made this _____ day of _____2024, by and between the Upper Dublin Township located at 370 Commerce Drive, Fort Washington, PA 19034, hereinafter referred to as the "Owner," and Butler Balancing Company, Inc., located at 1657 Bondsville Road, Downingtown, PA 19335, hereinafter referred to as the "CVA/TAB Professional."

The Owner is proceeding with roughly 52,000 SF of a new Township and Police Building. The new construction will include a combination of concrete foundations with structural steel framing, slab-on-grade construction and masonry interior and exterior walls. The site work includes cut and fill, new utilities, parking lots and drives. The Township and Police Building is located at 801 Loch Alsh Avenue, Fort Washington, PA 19034. The Public Works Building is a high garage bay buildout with an adjacent above ground fueling station. The Public Works Building is located at 805 Loch Alsh Avenue, Fort Washington, PA 19034.

The Construction Manager for the Project is the firm of D'Huy Engineering, Inc., One East Broad Street, Suite 310, Bethlehem, PA 18018 (hereinafter, the "Construction Manager"). The Project Architect is GKO Architects, 300 Brookside Avenue, Building 18, Suite 150, Ambler, PA 19002 (hereinafter, the "Architect").

The Owner and the CVA/TAB Professional agree as set forth below:

Article 1 - Scope of Services

1.1 The Owner designates the CVA/TAB Professional as its consultant to perform certain professional services identified in this Agreement (“**Services**”). Subject to the terms herein, the CVA/TAB Professional's Services shall include the minimum scope described

for the Project and any corresponding services for the role of the CVA/TAB Professional hereunder required in accordance with the Project drawings and specifications, and shall continue until the completion of the Project, unless terminated as provided for in Article 8 below. As an agent, CVA/TAB Professional cannot ensure or guarantee that project is properly designed and/or constructed. The role of the CVA/TAB Professional is to assist the Owner with the development of the Owner's project requirements, and to subsequently verify that the design and construction are in accordance with those requirements.

1.2 The CVA/TAB Professional accepts the relationship of trust and confidence established between the CVA/TAB Professional and the Owner by this Agreement. CVA/TAB Professional covenants with the Owner to furnish the CVA/TAB Professional's knowledge, skill and professional judgment, consistent with and meeting or exceeding that ordinarily and customarily accepted within the industry, and to cooperate with the Architect, the Construction Manager, other consultants and professionals, and the trade contractors in furthering the interest of the Owner.

1.3 CVA/TAB Professional agrees to provide professional services in accordance with the CVA/TAB Professional's proposals dated January 26, 2024, (the "Proposals") as attached hereto as "Attachment A" (which portions include the Fundamental Commissioning, Verification and Testing-Adjusting Balancing Services, the proposed Project team, reimbursable expense rate and hourly rates for any additional services. These specifically referenced aspects of the proposals are hereinafter referred to as the "**Proposals**" and all other aspects of the proposals shall not be considered part of this Agreement). The performance of such scope of Services shall be in compliance with the terms and conditions of this Agreement.

1.4 The CVA/TAB Professional shall meet and satisfy the requirements set forth in the Specifications in performing the Services. All services must be performed by an individual qualified and registered to perform such Services in connection with the Project and licensed to do work in the state of Pennsylvania.

1.5 CVA/TAB Professional has fully reviewed the requirements and scope of the Project and has performed its own estimates and takeoffs of the extent of the Services that will be required. Owner bears no responsibility for developing the CVA/TAB Professional's fee.

1.6 CVA/TAB Professional agrees to provide professional services on an hourly rate basis subject to a not-to-exceed maximum, as set forth in this Agreement and its attachments.

1.7 CVA/TAB Professional agrees to provide any additional services, as mutually agreed, that are necessary for the Project at prices to be agreed upon by the Owner and the CVA/TAB Professional by written amendment to this Agreement. CVA/TAB Professional is not authorized to perform any such additional services without the expressed prior written approval of the Owner.

1.8 CVA/TAB Professional will, at the time that it receives written direction to proceed, promptly designate the personnel who will participate in the furnishing of Services under this Agreement. All appointments and replacements made by the CVA/TAB Professional of any such individuals are subject to the prior written approval of the Owner and Construction Manager, which approval shall not be withheld unreasonably.

1.9 Communications between the CVA/TAB Professional and the Owner shall ordinarily occur through the Construction Manager, or in appropriate circumstances, directly with the Owner, or through other consultants and individuals designated by the Construction Manager.

1.10 The terminology “day” shall mean calendar day, unless otherwise specifically designated.

1.11 The phrase, “Term of this Agreement” shall mean the period of time that this Agreement is in effect.

Article 2 - Basic and Additional Services Offered

2.1 Basic Services shall include the following:

2.1.1 CVA/TAB Professional shall perform the Services in accordance with this Agreement, during the period of time following the selection of the CVA/TAB Professional, prior to the execution of this Agreement, and shall continue until the completion of the Project.

2.1.2 CVA/TAB Professional agrees to submit all test results, reports, and data sheets as required, and to provide draft reports for review by Owner.

2.1.3 CVA/TAB Professional agrees to advise the Construction Manager promptly of instances where the work differs from that in the project drawings, specifications, and/or that is required in order to properly provide the Services.

2.1.4 CVA/TAB Professional agrees to attend meetings with Owner, Architect, and Construction Manager to review scope of work before, during, and after the work is performed.

2.1.5 CVA/TAB Professional agrees to attend the periodic job conferences for contractors and other consultants on an as-needed basis at the request of the Construction Manager.

2.2 Additional services may include the following:

2.2.1 CVA/TAB Professional agrees to assist with claims avoidance and claims negotiation and resolution incidental to CVA/TAB Professional's duties as an Additional Service.

Article 3 - Owner's Duties

3.1 The Owner shall provide all available information regarding the Owner's requirements for the Project, including, but not limited to Design Documents and Construction Contract Documents.

3.2 CVA/TAB Professional will be furnished without charge two (2) copies of drawings and specifications reasonably necessary for the execution of the work subject to this Agreement.

3.3 The agreements, plans, specifications, and information required by the above paragraphs shall be furnished with reasonable promptness at the Owner's expense and CVA/TAB Professional shall be entitled to rely upon the accuracy and completeness thereof. However, should CVA/TAB Professional observe, note or discover any errors, omissions, or deficiencies through its activities under this Agreement during the course of the Project, CVA/TAB Professional shall promptly notify the Construction Manager and report the observations to the Construction Manager.

3.4 The Owner shall provide itself or through its construction contractors property insurance for the Project and specifically will furnish adequate coverage for general liability, property and other casualty losses. Nothing herein requires that the CVA/TAB Professional be identified as an additional insured under any such policy or policies.

Article 4 - Trade Contracts

4.1 All construction work on the Project shall be performed by construction contractors under trade contracts that are in compliance with applicable law. The CVA/TAB Professional will perform no construction work.

4.2 Trade contracts will be between the Owner and other construction contractors.

Article 5 - CVA/TAB Professional's Fee

5.1 In consideration of the performance of Services under this Agreement, the Owner agrees to pay CVA/TAB Professional for hourly rates and reimbursable expenses, for the not to exceed amount of seventy-five thousand dollars and zero cents (\$75,000.00).

5.2 CVA/TAB Professional agrees that it will impose no additional charges for the services of its employees or consultants, or for out-of-pocket costs or expenses of any kind incurred in connection with Services provided under this Agreement.

5.3 The rates and reimbursable expenses set forth in this Agreement and the Proposals shall remain in effect for the Term of this Agreement provided the Services contemplated hereunder are performed during the timeframe for the Project contemplated hereunder are performed during the timeframe for the Project specified or such other time as the parties may mutually agree.

5.4 Fees for the services of its personnel and payments for Services may be billed by CVA/TAB Professional monthly, or with Owner's permission, less frequently. All invoices shall be appropriately and adequately documented. The Owner shall make payments to CVA/TAB Professional within sixty (60) days after receipt of invoices.

5.4.1 Invoices for services shall include the name of the individual, his or her classification, the hours expended, the dates of the Services, and the applicable rates. Invoices seeking payment of reimbursable expenses shall include itemization and substantiation.

5.4.2 Invoices shall include for each test and other Service descriptions of each unit-price service being billed, the number of units provided, and applicable rate.

5.5 CVA/TAB Professional agrees that the total billed for its Services, in complete performance of the services to be rendered by the CVA/TAB Professional under this

Agreement, shall be in accordance with the amounts submitted for each phase of work or activity as listed herein, and in any event shall not exceed the sum of seventy-five thousand dollars and zero cents (\$75,000.00). CVA/TAB Professional agrees to allocate the time of its personnel and the expenses of their activities so as to assure that the total paid by Owner for the Services described generally in this Agreement is within this amount. It is further agreed that all invoices shall be based on the total fee limitation including reimbursable expenses contained herein.

5.6 The Owner reserves the right to propose to the CVA/TAB Professional that it provide Additional Services in connection with the Project. Any addition, change or modification to this Agreement shall be of no force or effect until a written modification is prepared and signed by the Owner and the CVA/TAB Professional.

5.7 Additional Services shall be billed in accordance with a written amendment to this Agreement authorizing the Additional Services (in advance) and stating the amount of compensation therefor. Rates set forth in this Agreement and the Proposals shall remain in effect for the term of this Agreement, provided the Additional Services contemplated are performed during the timeframe for the Project contemplated or such other time as the parties may mutually agree. In the event of changes to the scope of Services, or a delay in the provision of the Services (through no fault of the CVA/TAB Professional), the parties shall negotiate new not-to-exceed amounts.

5.7.1 All invoices for services shall include a description of the Services provided.

5.8 The cost of the premiums for all insurance which the CVA/TAB Professional is required to maintain by this Agreement is to be paid by CVA/TAB Professional and shall not be included by CVA/TAB Professional in its invoices as a cost.

Article 6 - Changes in the Project

6.1 The Owner, without invalidating this Agreement, may order changes in the contracts for construction and the Work on the Project within the general scope of the Owner's building and design development program consisting of: additions, deletions, changes in the site and other revisions, all of which shall remain within the scope of the Services performed under this Agreement. CVA/TAB Professional's fees, rates of payment for hourly services and rates of reimbursement for out-of-pocket expenses shall not be affected by any such change in the Work.

Article 7 - Insurance and Indemnification

7.1 (A) CVA/TAB Professional shall take out and maintain Commercial General Liability insurance that will protect the CVA/TAB Professional and all of its subconsultants and subcontractors from claims for death, injury or property damage which may arise from Services and activities performed under this Agreement. Such insurance shall be provided via standard Insurance Services Office occurrence form CG 00 01 01 96 (or its equivalent) issued by insurers authorized to do business in the Commonwealth of Pennsylvania.

The limits of this policy shall be at least:

- (1) \$1,000,000 Each Occurrence
- (2) \$2,000,000 General Aggregate
- (3) \$1,000,000 Personal & Advertising Injury
- (4) \$1,000,000 Products/Completed Operations Aggregate

This insurance to be purchased by CVA/TAB Professional shall include the following:

- (1) Premises Operations
- (2) Products and Completed Operations
- (3) Contractual Liability

- (4) Personal Injury Liability
- (5) “Waiver of Transfer Rights of Recovery Against Others” (Insurance Services Office endorsement #CG2404), naming Owner, Architect, Construction Manager and consultants on its schedule.
- (6) “Amendment - Aggregate limits of Insurance (Per Project)” (Insurance Services Office endorsement #CG2503) naming “Upper Dublin Township New Township & Police Building / Public Works Addition” on its schedule.
- (7) “Additional Insured - Designated Person or Organization” (Insurance Services Office endorsement #CG2026) or equivalent, naming Owner, Architect, Construction Manager and consultants.
- (8) “Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured” ((Insurance Services Office endorsement #CG2032) or equivalent naming Construction Manager, Architect and their subconsultants).

7.1 (B) CVA/TAB Professional shall maintain commercial Automobile Liability insurance for owned, hired, and non-owned vehicles with a limit of liability of at least \$1,000,000 per occurrence.

7.1 (C) CVA/TAB Professional shall take out and maintain Workers Compensation insurance, including employer’s liability and any other insurance as required by law in the Commonwealth of Pennsylvania. The limits for Employers Liability coverage shall be at least \$1,000,000 for each category: Bodily Injury Each Accident; Disease Each Person; Disease Policy Limit.

7.1 (D) CVA/TAB Professional shall maintain Commercial Umbrella Liability insurance on an occurrence form that provides excess coverage over its Commercial General

Liability (including Products & Completed Operations Liability), Auto Liability, and Employers Liability coverages. The per occurrence limit of protection on this policy shall be at least \$5,000,000. This insurance shall include the following:

(1) No exclusion barring suits between insureds.

(2) Language specifying that this insurance shall follow the underlying Commercial General Liability policy with respect to “Additional Insureds”.

7.1 (E) Except as otherwise be specified herein, all insurance shall be effective from the date of execution of this Agreement until final payment.

7.1 (F) Insurance companies providing policies or bonds described in this section must have an A.M. Best Co. rating of A- or higher.

7.1 (G) CVA/TAB Professional shall provide Owner with Certificates of Insurance evidencing the coverages described in this section. Such certificates shall be provided contemporaneously with the execution of this Agreement and appended hereto as Attachment B. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered to the Owner as applicable, in accordance with policy provisions.

7.1 (H) CVA/TAB Professional waives any and all rights of recovery against Owner, Architect, Construction Manager and consultants, the Commonwealth of Pennsylvania and any of their representatives, officials, consultants, officers, directors, employees and agents.

7.1 (I) There will be no separate or additional payment for insurance expenses, and the cost for insurance described in this document shall be CVA/TAB Professional’s sole responsibility.

7.2 (A) CVA/TAB Professional agrees to indemnify, defend and hold

harmless the Owner, Architect, Construction Manager, consultants, the Commonwealth of Pennsylvania, and their officers, officials, representatives, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of the negligence or recklessness of CVA/TAB Professional or its employees, and/or CVA/TAB Professional's breach of this Agreement. Such obligation shall not be constructed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person.

7.2 (B) With respect to any claim resulting from injury or loss to an employee of CVA/TAB Professional, the CVA/TAB Professional agrees to indemnify and hold harmless Construction Manager, Architect and Owner from the entire amount of such claim, including liability for injury or loss caused by the negligent acts or omissions of CVA/TAB Professional which results in harm to such employee.

7.3 CVA/TAB Professional hereby certifies that it has accepted the applicable provisions of the Workers' Compensation and Occupational Disease Acts, as amended and supplemented, for the officers and employees of CVA/TAB Professional and that it has insured its liability thereunder in accordance with the terms of said Acts, as evidenced by the original certificate of insurance it has provided to Owner.

Article 8 - Termination

8.1 If the Owner fails to make payment for more than sixty (60) days following the rendering by CVA/TAB Professional of a properly documented and supported invoice for fees due and owing, CVA/TAB Professional may, upon thirty (30) days' written notice to the Owner and the Construction Manager, terminate this Agreement and recover from the Owner payment of the fees earned to date. If the CVA/TAB Professional submits one or more invoices to the Owner which the Owner reasonably disputes in good faith after review of

said invoices, and to the extent such disputes are not resolved, then the CVA/TAB Professional shall not be entitled to terminate this Agreement as a result of the Owner's failure to make payment for more than sixty (60) days upon receipt of the disputed invoice or invoices.

8.2 Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated for the convenience of the Owner upon seven (7) days' written notice to the CVA/TAB Professional. Furthermore, this Agreement may be terminated for the convenience of the CVA/TAB Professional upon sixty (60) days' written notice to the Owner. If this Agreement is terminated under this Section, CVA/TAB Professional shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination, based on the unit costs, hourly rates, and Services rendered.

8.3 If, through any cause, the CVA/TAB Professional shall fail to fulfill on a timely basis and in a proper manner its obligations under this Agreement, the Owner may give CVA/TAB Professional three (3) days to correct the deficiency. If CVA/TAB Professional fails to correct the deficiency to the satisfaction of the Owner, the Owner may terminate this Agreement by giving written notice to the CVA/TAB Professional, setting forth the reasons for and the effective date of such termination. If the Owner elects to terminate this Agreement under this Section, CVA/TAB Professional shall be entitled to payment for satisfactory Services rendered under the Agreement up to the time of termination, based on the unit costs, hourly rate, and Services rendered.

Article 9 - Additional Terms

9.1 Neither the Owner nor the CVA/TAB Professional shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. Notwithstanding the foregoing, either party may assign the Agreement to an Affiliate

(including an Affiliate of its ultimate parent corporation) without the consent of the other party. For purposes of this Agreement, “**Affiliate**” shall mean a company which controls, is controlled by, or is under common control with the assigning party.

9.2 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania where the Project is located and the venue of any dispute arising hereunder shall be in the Court of Common Pleas of Montgomery County, Pennsylvania.

9.3 This Agreement represents the entire understanding between the Owner and the CVA/TAB Professional, and supersedes all prior negotiations, representations, or agreements, except otherwise provided herein.

9.4 CVA/TAB Professional shall fully obey and comply with all laws, ordinances, and regulations which are or shall become applicable to the Project and the Services performed under this Agreement.

9.5 CVA/TAB Professional shall maintain and preserve all data, records, and documents pertaining to the Project for a period extending until five (5) years after the date of final payment of fees to CVA/TAB Professional and, during that period, shall produce the aforementioned information upon request to the Owner and within a reasonable period of time.

9.6 CVA/TAB Professional agrees that it neither has nor will acquire any public or private interest, direct or indirect, which conflicts in any manner with the performance or obligations under this Agreement.

9.7 The Services rendered by the CVA/TAB Professional or its agents under this Agreement are not rendered as an employee of the Owner and the amounts paid do not constitute compensation or wages paid to an employee. CVA/TAB Professional is not an agent of the Owner, but rather is an independent contractor and the Owner assumes no liability or

responsibility for the actions of the CVA/TAB Professional under this Agreement.

9.8 Pennsylvania Human Relations Act 222:

Human Relations Act: The CVA/TAB professional shall comply with the provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Professional shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's Non-Discrimination Clause in 16 PA Code 49.101.

9.9 The CVA/TAB Professional and all consultants shall comply with the following Non-Discrimination / Sexual Harassment requirements:

9.9.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract Documents, the CVA/TAB Professional, contractor, subcontractor, or any person acting on behalf of the CVA/TAB Professional shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

9.9.2 The CVA/TAB Professional, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

(A) In provisions of services under the contract or subcontract

agreement.

(B) In violation of the PHRA applicable federal laws against any contractor, subcontractor or supplier qualified to perform the work to which the contract relates.

9.9.3 The CVA/TAB Professional, contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision or refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

9.9.4 The CVA/TAB Professional and any subcontractors shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. The CVA/TAB Professional shall not discriminate in violation of the PHRA and applicable federal laws against any contractor, subcontractor or supplier who is qualified to perform the work to which the Agreement relates. Posting the Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where Services are performed shall satisfy this requirement for employees with an established work site.

9.9.5 The CVA/TAB Professional, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The

TAB Professional and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The TAB Professional or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the CVA/TAB Professional or any subcontractor does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the Owner or the BSBO.

9.9.6 The CVA/TAB Professional shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

9.9.7 The CVA/TAB Professional’s obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date thereof. Accordingly, the CVA/TAB Professional and subcontractors shall have an obligation to inform the Owner if, at any time during the term of this Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

9.9.8 The Owner, Commonwealth of Pennsylvania and its agencies may cancel or terminate this Agreement for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the Commonwealth and its agencies may proceed with debarment or suspension and may place the CVA/TAB Professional and/or subcontractor in the Contractor Responsibility File.

9.10 Americans with Disabilities Act: During the term of this Agreement, the CVA/TAB Professional agrees as follows:

9.10.1 Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities ACT, 28 C.F.R. § 35.101 et seq., the Professional understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the CVA/TAB Professional agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Owner through contracts.

9.10.2 The CVA/TAB Professional shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Owner as a result of the Professional's failure to comply with provisions of paragraph 9.10.1 above.

9.11 Health and Safety: The Professional shall comply with the provisions of the Occupational Safety and Health Administration, Federal Act 91-596 of December 29, 1970, and with any other safety and health regulations applicable to the township in which the Work is performed.

9.12 Identification: The CVA/TAB Professional shall perform state (Act 34)

and federal (Act 114) criminal history reports, child abuse clearances (Act 151), sexual abuse disclosure (Act 168), and PDE Form 6004, Arrest/Conviction Report and Certification (Act 24 of 2011 and Act 82 of 2012) for all employees, agents and subcontractors who will be on the Owner's property. Certifications of clearances must be presented to the Owner prior to each employee, agent or subcontractor coming on the Owner's property. All such clearances shall be no older than sixty (60) months old at any time the employee, agent, and subcontractor is performing services on the Owner's property. The Owner shall retain a copy of all such clearance certifications in its file. Notwithstanding any other provision of this Agreement, violation of this provision may constitute grounds for immediate termination of the Agreement by the Owner. Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on township grounds. Upon written notice from Owner, Professional shall have all such persons removed from the project.

The Owner reserves the right to require all construction employees to be visually identified by the use of badges. In the event this security measure is implemented, the Owner will issue badges to all authorized employees in conjunction with the CVA/TAB Professional and record their issuance with names, addresses, etc. Termination of employment of the employees will require the respective badges to be returned to the Owner for record keeping purposes. All employees must wear the badges on the job site. Employees without badges will not be permitted on the premises.

9.13 CONTRACT DOCUMENTS: CVA/TAB Professional agrees that the portions of the Attachments hereto that have been specifically incorporated by references are incorporated herein and form a part of this Agreement as though set forth herein at length. In the event of conflicts in the provision of such documents, the conflicts shall be resolved in favor of

the document having priority as follows:

9.13.1 This Agreement; and

9.13.2 The Proposals

9.14 The following attachments are part of this Agreement:

9.14.1 "Attachment A": Proposals

9.14.2 "Attachment B": Insurance Certificate

This Agreement executed as of the day and year first written above.

OWNER:
UPPER DUBLIN TOWNSHIP

By: _____

Name: _____

Title: _____

CVA/TAB PROFESSIONAL:
BUTLER BALANCING COMPANY, INC.

By: _____

Name: _____

Title: _____

Attachment A
CVA/TAB Professional
Proposal

BUTLER
BALANCING
COMPANY

P.O. BOX 72256
THORNDALE, PA 19372
610-873-6905 FAX 610-873-6908

AABC CERTIFIED
TESTING FOR
YOUR ENVIRONMENT

DATE: 1/26/24

Proposal For Testing & Balancing Services From: Dave Miller dmiller@butlerbalancing.com

Attention: Zach Zazo

Firm : D'HUY

PROJECT NAME: UPPER DUBLIN TWP. PUBLIC WORKS BUILDING PHASE III

LOCATION: 805 LOCH ALSH AVE, FORT WASHINGTON, PA

DATE OF MECHANICAL DRAWINGS USED FOR THIS QUOTE: 11/20/23

LIST OF MECHANICAL DRAWINGS USED FOR THIS QUOTE: H0.1 thru H8.1

TAB SPECIFICATIONS AVAILABLE AT THE TIME OF THE BID: Yes

If no specifications were available, AABC specifications are used as applicable to the bid counts.

This price is based on all controls being complete and operable. All vav information, such as box number, minimums, maximums, sizes, addresses, stroke time etc. being installed and operable prior to TAB work.

STANDARD EXCLUSIONS:

- 1) Purchase and replacement of sheaves, pulleys, belts, dampers
- 2) Premium Time Work (unless otherwise noted and required per bid documents)
- 3) Prevailing Wage Rates (unless otherwise noted and required per bid documents)

This price is no longer valid after 3 months from the issue date if not accepted

This price is based on providing a minimum of a two week lead time prior to scheduling onsite work

OUR PRICE: \$3,400.00

Air Balancing: Yes
Water Balancing: Yes
Sound Testing:
Vibration Testing:
Duct Leakage Testing: Yes

Scope of work includes Air & Water Balancing of the following equipment:

(3) EF's (EF-12,13,14), (1) MAU, (13) UH's, all grd's / air devices

Job Specific Exclusion:

BUTLER
BALANCING
COMPANY

P.O. BOX 72256
THORNDALE, PA 19372
610-873-6905 FAX 610-873-6908

AABC CERTIFIED
TESTING FOR
YOUR ENVIRONMENT

DATE: 1/26/24

Proposal For Testing & Balancing Services From: Dave Miller dmiller@butlerbalancing.com

Attention: Zach Zazo

Firm : D'HUY

PROJECT NAME: UPPER DUBLIN TWP. - NEW TOWNSHIP & POLICE BUILDING

LOCATION: 801 LOCH ALSH AVE, FORT WASHINGTON, PA

DATE OF MECHANICAL DRAWINGS USED FOR THIS QUOTE: 11/20/23 - Addendums #1-7

LIST OF MECHANICAL DRAWINGS USED FOR THIS QUOTE: H0.1 thru H8.1

TAB SPECIFICATIONS AVAILABLE AT THE TIME OF THE BID: Yes

If no specifications were available, AABC specifications are used as applicable to the bid counts.

This price is based on all controls being complete and operable. All vav information, such as box number, minimums, maximums, sizes, addresses, stroke time etc. being installed and operable prior to TAB work.

STANDARD EXCLUSIONS:

- 1) Purchase and replacement of sheaves, pulleys, belts, dampers
- 2) Premium Time Work (unless otherwise noted and required per bid documents)
- 3) Prevailing Wage Rates (unless otherwise noted and required per bid documents)

This price is no longer valid after 3 months from the issue date if not accepted

This price is based on providing a minimum of a two week lead time prior to scheduling onsite work

OUR PRICE: \$54,400.00

Air Balancing: Yes
Water Balancing: Yes
Sound Testing:
Vibration Testing:
Duct Leakage Testing: Yes

Scope of work includes Air & Water Balancing of the following equipment:
(5) HRU's, (15) EF's, (100) VAV's, (1) FPB, (1) CRAC, (1) DSS, (1) Chiller, (4) Pumps,
(15) Hw UH/CH's, all grd's / air devices

Job Specific Exclusion:

Attachment B
CVA/TAB Professional
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Engels Insurance Inc. 1199 Lancaster Ave Suite 200 Berwyn, PA 19312	CONTACT NAME: Lyn Joyce PHONE (A/C, No. Ext): (610)630-0470 E-MAIL ADDRESS: lyn@engelsins.com	FAX (A/C, No): (610)630-4143	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Butler Balancing Company, Inc P.O. Box 72256 Thorndale, PA 19372	INSURER A : Hanover Insurance Company		22292
	INSURER B : Allmerica Financial Benefit Ins Co		41840
	INSURER C : Allmerica Financial Alliance Ins Co		10212
	INSURER D : Starstone Specialty Insurance Company		44776
	INSURER E : INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 00001619-7664943

REVISION NUMBER: 463

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZHYH259631	05/08/2023	05/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWYH256697	05/08/2023	05/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		UHYH261274	05/08/2023	05/08/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WKYH256750	05/08/2023	05/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			U82060230AEM	12/01/2023	12/01/2024	Each Claim \$ \$1,000,000 Aggregate \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

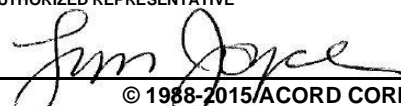
Project: New Township & Police Building/Public Works Addition, DEI Project No: 711006

1. Location: Township & Police Building: 801 Loch Alsh Avenue, Fort Washington, PA 19034

2. Location: Public Works Building: 805 Loch Alsh Avenue, Fort Washington, PA 19034

Upper Dublin Township, its officers, agents, consultants and employees; D'Huy Engineering, Inc. (DEI), all consultants, and each of their officers, agents, and employees; (1 E Broad Street, Suite 310, Bethlehem, PA 18018, GKO Architects (GKO) all consultants, and each of their officers, agents, and employees (300 Brookside Avenue, Bldg. 18, Suite 150, Ambler, PA (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER**CANCELLATION**

Upper Dublin Township 370 Commerce Drive Fort Washington, PA 19034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (LEJ)
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Engels Insurance Inc.		NAMED INSURED Butler Balancing Company, Inc	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
 19002), the Commonwealth of Pennsylvania and its employees and consultants; and the Montgomery County Conservation District and its employees and consultants in accordance with the Contract Documents are included as additional insureds for General Liability and Umbrella Liability. A Waiver of Subrogation is included regarding General Liability. Umbrella Liability Policy is following form to General Liability, Auto Liability and Workers' Compensation.