



18072 Davidson Drive  
 Milton, DE 19968  
 T: 302-684-8030  
 F: 302-684-8054  
 www.pennoni.com

**2024**

**Confirmation of Services**

To: Linda DeFeo  
 Organization/Company: Unitarian Universalist Society of Southern DE  
 Address: 30486 Lewes Georgetown Highway  
 City/State/Zip: Lewes, DE 19958  
 Phone Number: 301.807.2285

Date: March 15, 2024  
 Project Name: Church  
 Pennoni Project File #: UUSD  
 Tax Map #: 334-5.00-171.00  
 Email: [linda.defeo@yahoo.com](mailto:linda.defeo@yahoo.com)

**PROFESSIONAL SERVICES**

CIVIL/SITE | LAND SURVEYING & GEODETICS | LANDSCAPE ARCHITECTURE | LAND PLANNING | ENVIRONMENTAL  
 WATER & WASTEWATER | STRUCTURAL | GEOTECHNICAL | MEP | ENERGY & SUSTAINABILITY | CONSTRUCTION SERVICES

PHASE	DESCRIPTION OF WORK	UNIT PRICE
PLANNING	CONDITIONAL USE APPLICATION	\$2,000 - \$4,000
	<i>On Premise Electronic Messaging Center (Sign)</i>	
<p>Due to the ambiguous nature of the property, the project and Sussex County, their personal preferences on projects and the inconsistencies of the regulations being enforced, Pennoni will provide Lump Sum Fees for tasks where they can. Pennoni will perform these services on a Time and Material basis.</p> <p>Additional fees may be needed based on information required by client, client representatives and agencies during the process for the project which have not been anticipated during the preparation of the scope and fees described above. At the local and state level, jurisdictions may establish additional development and construction standards that either directly increase costs or cause delays that translate to higher costs. Pennoni is committed to partnering with our clients to provide the projects with the best in innovation and design and will make sure that the additional requirements requested from the various agencies are scrutinized and discussed prior to committing to the work.</p>		
		<b>T&amp;M</b>
	<b>Subtotal of Services</b>	<b>\$2,000 - \$4,000</b>

**NOTES:**

- ACCEPTANCE OF THIS CONFIRMATION OF SERVICES (COS) SHALL CONSTITUTE OUR PROPOSAL/CONTRACT DATED March 15, 2024 AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO.
- THIS COS APPLIES ONLY TO THE SERVICES EXPRESSLY DESCRIBED HEREIN, AND OTHER ADDITIONAL SERVICES SHALL BE SUBJECT TO SEPARATE AUTHORIZATION.
- IF THE CLIENT DIRECTS PENNONI TO PERFORM SERVICES AS SET FORTH IN THIS AGREEMENT WITHOUT SIGNING THE AGREEMENT, SUCH DIRECTION, VERBAL OR OTHERWISE, CONSTITUTES ACCEPTANCE BY THE CLIENT OF THE TERMS OF THIS AGREEMENT INCLUDING ALL ATTACHMENTS.
- APPLICATION FEES FOR PERMITS ARE TO BE PAID BY THE CLIENT AND ARE, THEREFORE, EXCLUDED FROM OUR FEE.
- ALL FEES ARE GIVEN ON THE ABSENCE OF UNUSUAL FIELD CONDITIONS, DEED CONFLICTS, ENCROACHMENTS, PERSONAL PREFERENCES, REGULATION CHANGES, UNFORESEEN CLIENT CHANGES, ETC., WHICH IF ENCOUNTERED, MAY ADD TO THE OVERALL COST.
- PENNONI DOES NOT GUARANTEE APPROVALS AS THESE ARE OFTEN SUBJECT TO CIRCUMSTANCES BEYOND OUR CONTROL. OUR FEES ARE DUE AND PAYABLE REGARDLESS OF ULTIMATE APPROVAL.
- WE WILL PERFORM OUR SERVICES IN ACCORDANCE WITH ACCEPTED PROFESSIONAL STANDARDS.

 :024-03-15  
 PENNONI ASSOCIATES INC. DATE

CLIENT SIGNATURE DATE

**PLEASE RETURN SIGNED COPY OF THIS CONFIRMATION OF SERVICES TO AUTHORIZE THE INITIATION AND COMPLETION OF WORK.**



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## 2024 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional.....	\$235
Principal Professional.....	\$215
Senior Professional.....	\$170
Project Professional.....	\$150
Staff Professional.....	\$130
Associate Professional.....	\$140
Graduate Professional.....	\$120
Technician III.....	\$110
Technician II.....	\$100
Technician I.....	\$95
Survey Crew.....	\$180
Senior Field Technician.....	\$100
Field Technician.....	\$95
Building Code Official.....	\$100
Project Assistant.....	\$ 75

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- ▶ Subconsultant/Subcontractor services: cost plus 10%
- ▶ Project Related Travel and Living Expenses: cost plus 10%
- ▶ Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- ▶ Passenger Vehicles: per IRS standard rate
- ▶ Field Vehicles: \$100.00/day
- ▶ Record Retrieval: \$500.00/request plus reprographic charge
- ▶ Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.

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**GENERAL TERMS & CONDITIONS**

**LE01 12/2015**

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

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12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.

13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.

14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.

16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.

17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorney's fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.

18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorney's fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.

19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.

20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.

21. Client and Pennoni waive consequential damages arising out of this Agreement.

22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. State of Delaware.

23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.