

Resolution # 52-21, Authorizes Town Manager to enter into a contract with Dewberry Engineers for the Central Drainage Area Sewer Replacement

WHEREAS, the Town of Colonial Beach issued RFP INI-PE-CDA-SWRIMP-FY22-01-2 on September 14, 2021 with a close date of October 1, 2021; and

WHEREAS, staff request council approval to move forward with a contract agreement with Dewberry Engineers Inc.

NOW, THEREFORE, BE IT RESOLVED by the Colonial Beach Town Council on the 3rd day of November, 2021, the Town Council hereby authorizes the Town Manager to proceed to enter into the attached contract agreement with Dewberry Engineers, Inc.

Upon motion made by Mr. Cabrey and seconded by Mr. Allison, Resolution #52-21, as written, passed with a unanimous vote of council members present.

	<u>Aye</u>	<u>Nay</u>		<u>Aye</u>	<u>Nay</u>
<i>Schick</i>	<i>X</i>		<i>Moncure</i>	<i>X</i>	
<i>Cabrey</i>	<i>X</i>		<i>Roberson</i>	<i>X</i>	
<i>Duggan</i>	<i>absent</i>		<i>Self Sullivan</i>	<i>X</i>	
<i>Allison</i>	<i>X</i>				

THIS IS TO CERTIFY THIS IS A TRUE COPY OF AN ORIGINAL RESOLUTION, approved by the Town Council at a Meeting of Council held Wednesday, November 3, 2021 at the Colonial Beach Town Center, with a quorum of Council being present.

Heather Oliver, Town Clerk

CONTRACT FOR SERVICES

This Contract is made and entered into this ____ day of _____, 2021, by and between the **Town of Colonial Beach, Virginia**, a political subdivision and body politic of the Commonwealth of Virginia and hereinafter referred to as the "**Town**", and **Dewberry Engineers Inc.**, hereinafter referred to as the "**Contractor**."

WHEREAS, the Town desires to engage the services of Contractor in connection with the engineering and repair of a portion of the Town's wastewater system known as the Central Drainage Area Sewer Replacement (the "**Project**"); and

WHEREAS, the Town is proceeding under its written procurement policy adopted pursuant to Va. Code § 2.2-4300 et seq (the "Town's Procurement Policy") and under state law; and

WHEREAS, Contractor is engaged in the business of providing engineering and project management services, has responded to the request for proposals advertised by the Town, and has provided the Town with its qualifications and rates and an estimate of the total cost of the Project; and

WHEREAS, the Town wishes to enter into a contract with Contractor for Contractor to perform the requested services at the rates provided.

NOW THEREFORE, and in consideration of the mutual undertakings of the parties to this Contract, the Town and Contractor hereby covenant and agree, each with the other, that Contractor shall provide those services as set forth in documents described below, as an independent contractor, in accordance with the terms and conditions of this Contract.

ARTICLE I: INCORPORATION

1.1 The Town's General Terms and Conditions, attached as Exhibit A, are hereby incorporated by reference into this Contract. All references to "bidder," "vendor," "contractor," or any equivalent term mean "Contractor," as defined by this Contract.

1.2 The Town's Procurement Policy is hereby incorporated by reference into this Contract.

1.3 The following documents, including all attachments, exhibits, and addenda, are hereby incorporated by reference into this contract.

1.3.1 Contractor's Proposal for Engineering Services dated October 28, 2021.

1.3.2 The Request for Proposals dated September 14, 2021 and advertised by the Town for the Project.

1.3.3 The response submitted by the Contractor to the Town's RFP, which response was dated October 1, 2021.

1.4 If there is any conflict between the documents so incorporated and this Contract, then the Contract shall control. If there is a disagreement between the incorporated documents, then the order of precedence is the order in which the documents are incorporated into this Contract above. These documents constitute the entirety of the agreement between the parties and supersede all prior communications, agreements, negotiations, and discussions.

ARTICLE II: AUTHORITY

The Town of Colonial Beach, Virginia approved this Contract, authorized its execution on behalf of the Town by the Town Manager, and authorized the parties to proceed hereunder, all by resolution adopted on the 3rd day of November, 2021.

IN WITNESS WHEREOF, Contractor has executed this Agreement pursuant to proper authority and in the manner appropriate to it, and the Town of Colonial Beach, Virginia has executed this Agreement pursuant to the referenced resolution granting such authority.

Dewberry Engineers Inc.

By: _____
Title: _____

Town of Colonial Beach, Virginia

By: _____
Town Manager

TOWN OF COLONIAL BEACH
GENERAL TERMS AND CONDITIONS
Effective July 2021

These General Terms and Conditions are attached to and made a part of the contract to which they are attached or referenced. In the event of any conflict between any provision of these General Terms and Conditions and the contract to which they are attached, these General Terms and Conditions shall control, unless the provisions in these General Terms and Conditions are contrary to Virginia law. Nothing in the contract or the attached documents shall be construed as granting authority for either party to make commitments which will bind either party beyond the scope of the services or goods contained herein.

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to Town of Colonial Beach (the "Town") that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Pursuant to Section 2.2-4343.1 of the *Code of Virginia* of 1950, as amended, in all invitations to bid, requests for proposals, contracts, and purchase orders, Town of Colonial Beach does not discriminate against faith-based organizations. "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs

funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made in full compliance with the Virginia Conflicts of Interest Act and without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

Town of Colonial Beach has adopted a Policy on Drug and Alcohol Abuse. By submitting a bid or proposal, bidders, offerors or contractors certify full compliance with this policy. A copy of the policy is available upon request. Further, in every contract over \$10,000 the following provisions apply:

During the performance of this contract, contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. Receipt of Bids/Proposals:

To be considered, bids or proposals shall be received at the location provided and within the time period specified in the Invitation for Bids (IFB) or the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

F. Acceptance/Rejection of Bids/Proposals:

Town of Colonial Beach reserves the right to accept or reject any or all bids or proposals or portion of any bid or proposal and to reissue said bid or proposal. The Town reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

G. Clarification of Terms:

Prospective bidders, offerors or contractors may submit questions in writing concerning the specifications or other solicitation documents no later than seven (7) working days before the due date. Any revisions to the IFB or RFP will be issued as an addendum.

H. Firm Prices:

Prices and all associated charges offered by proposers, bidders, offerors, or contractors shall be firm for sixty (60) days after the due date of the bids or proposals unless otherwise stated by Town of Colonial Beach.

I. Taxes:

Town of Colonial Beach (federal I.D. #54-6001376) is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

J. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be included in the bid or proposal. The Town reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document or if the quantity or quality of products or non-professional services delivered is inadequate.

K. Required Signature:

All bids and proposals shall be signed with the firm name, federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The Town may request documentation of the signer's authority.

L. Qualifications of Bidders, Offerors or Contractors:

The bidder, offeror, or contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the duties required by the contract in a good and workmanlike fashion and that it is authorized to do business in Virginia and has all necessary licenses required by law. Town of Colonial Beach may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's, offeror's, or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the Town reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the Town that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

M. Changes to the Contract:

No fixed price contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000, whichever is greater. Changes can be made to the contract only by mutual agreement of the parties evidenced by a signed writing

N. Payment Terms:

All approved invoices will be paid within forty-five (45) days of receipt.

O. Default:

In case of default by the contractor for failure to deliver or perform in accordance with the contract's specifications or terms and conditions, the Town may procure the articles or services from other sources and hold the defaulting the contractor responsible for any resulting additional purchase and administrative costs. The Town will normally repurchase from the next highest rated bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the Town, a letter will be sent to the defaulted contractor requiring payment for additional costs. When repayment is requested, the contractor will be removed from future bidding until the repayment has occurred. The contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a contractor's source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the contractor.

P. Assignment:

The contract may not be assigned, sublet, or transferred without the written consent of Town of Colonial Beach.

Q. Hold Harmless:

The contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Town of Colonial Beach, its Board of Supervisors members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the contract. Compliance by the contractor with the insurance provisions hereof shall not relieve the contractor from liability under this provision.

R. Audit:

The Contractor hereby agrees to retain all books, records, and other documents related to this Agreement for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Town and its authorized agents, state auditors, the grantor of the funds to the Town, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts or transcriptions.

S. Ownership of Documents:

Any reports, studies, photographs, negatives, or other documents prepared by the contractor in the performance of its obligations under this contract shall be remitted to the Town upon completion, termination or cancellation of the contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor' obligations under this Agreement without the prior written consent of the Town. The Town shall own the intellectual property rights to all materials produced under this Agreement.

T. Payment and Performance Bond:

If required by law, the contractor shall furnish to the Town performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the *Code of Virginia*, 1950, as amended (the ("Code")) and shall otherwise fully comply with the requirements of such sections of the Code.

U. Required Payment to Subcontractors:

Pursuant to Section 2.2-4354 of the Code, the contractor covenants and agrees to:

1. within seven (7) days after receipt of any amounts paid to the contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the Town attributable to the Services under the contract performed by such subcontractor, or (ii) notify the Town and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;

2. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the contract; and

3. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the contractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the Town for services performed by the subcontractor under the contract, except for amounts withheld pursuant to subparagraph 12, a above.

4. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

V. Liability Coverage:

The contractor shall take out and maintain during the life of the Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the Town from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract.

W. Loss or Damage in Transit:

Delivery by the contractor to a common carrier does not constitute delivery to Town. Any claim for loss or damage incurred during delivery shall be between the contractor and the carrier. The Town accepts title only when goods are received regardless of the F.O.B. point. The Town will note all apparent damages in transit on the freight bill and notify the contractor. Discovery of concealed damages or loss will be reported by the Town to the carrier and the contractor within seven days of receipt and prior to removal from the point of delivery if possible. The contractor shall make immediate replacement of the damaged or lost merchandise or be in default of this contract. It shall be the contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the Town, the contractor may deduct the amount of damage or loss from his or her invoice to the Town in lieu of replacement.

X. No Waiver:

Any failure of the Town to demand rigid adherence to one or more of the terms and provisions of the contract, including these General Terms and Conditions, on one or more occasions, shall not be construed as a waiver nor deprive the Town of the right to insist upon strict compliance with the terms of the contract. Any waiver of a term of the contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

Y. Termination:

The Town may terminate the contract for its convenience and any or no cause at any time upon written notice to the contractor. The contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the contractor's services under the contract.

Z. Choice of Law:

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this contract is made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

AA. Severability:

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

BB. Contractual Claims Procedure:

1. Contractual claims or disputes by the contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the contractor shall give the Town written notice of its intention to file a claim or dispute within fifteen

(15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the contractor' intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the contractor files such written notice, the contractor shall proceed with the services as directed. If the contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

2. The Town, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the contractor by written notice.

3. If the contractor disagrees with the decision of the Town concerning any pending claim, the contractor shall promptly notify the Town by written notice that the contractor is proceeding with the services under protest. Any claim not resolved, whether by failure of the contractor to accept the decision of the Town or under a written notice of the contractor' intention to file a claim or a detailed claim not acted upon by the governing body of the Town, shall be specifically exempt by the contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

4. The decision on contractual claims by the governing body of the Town shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

CC. Subject to Annual Appropriation:

The contract is subject to annual appropriation by the Town of Colonial Beach Town Council. Neither the contract nor any amount due or to become due under the contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Town. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Town, shall be obligated to pay any amount due or to become due under this contract except from funds annually appropriated by the Town of Colonial Beach Town Council for such purpose.

In the event of non-appropriation of funds for the items under this contract, the Town may terminate this contract as to the services for which funds have not been appropriated. Written notice will be provided to the contractor as soon as possible after such action is taken.

DD. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of the Circuit Court of Westmoreland County, Virginia, and the General District Court of Westmoreland County, Virginia, for resolution of any and all claims, causes of action, or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action, or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue in the Circuit Court of Westmoreland County, Virginia, and/or the General District Court of Westmoreland County, Virginia, and shall be brought only in such courts.

October 28, 2021

Mr. Rob Murphy
Deputy Town Manager
Town of Colonial Beach
315 Douglas Avenue
Colonial Beach, Virginia 22443

VIA EMAIL

**RE: Proposal for Professional Engineering Services
Town of Colonial Beach
Central Drainage Area Sewer Replacement**

Dear Mr. Murphy:

Per the Town of Colonial Beach's request, Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal for professional engineering services to assist the Town of Colonial Beach (Town) with the Central Drainage Area Sewer Replacement project. Dewberry's Project Understanding, Scope of Services, Schedule, and Fee have been developed based on the recommendations of the Central Drainage Area Sanitary Sewer Hydraulic Analysis Letter Report, dated June 29, 2021 and our subsequent discussions.

PROJECT UNDERSTANDING

The Town is experiencing significant inflow and infiltration (I&I) in the Central Drainage area of the sanitary sewer system during rain events. In particular, the manhole east of the intersection of Colonial Ave and Washington Ave has repeatedly overflowed during rain events. Under a separate task, Dewberry recently developed a hydraulic sewer model of the Central Drainage Basin to evaluate the existing sanitary sewer capacity (primarily during wet weather events), evaluate flow projections for known development projects, and recommend immediate capacity improvement needs. The model validated the sanitary sewer overflow at the manhole with a simulation of a rain event.

To address the immediate issue of the sanitary sewer overflow manhole (SSO MH), a scenario of replacing the existing 8-inch and 10-inch diameter sewer main pipes with 12-inch diameter pipes between the SSO MH and Boundary Street Pump Station was simulated with future development flows and wet weather flows. The upgraded 12-inch diameter pipe was shown to have capacity for the wet weather event and known future development flows and eliminate the SSO. Based on this analysis, the Town wishes to proceed with the design, bidding, and construction phase services for the sewer replacement project identified in the June 29, 2021 letter report. The project limits include approximately 2,500 linear feet of existing gravity sewer main and ten (10) manholes along the following Town roads: Colonial Ave, Washington Ave, Dennison St, and Beach Terrace. Per discussion with Rob Murphy on October 27, 2021, an alternate sewer alignment will be evaluated between Dennison St and Hawthorn St, along Taylor St (see attached figure). This alternate requires adding survey along Taylor St and additional cleaning/CCTV inspection along Hawthorn St.

Dewberry will prepare construction documents for the sewer replacement based on survey of the existing sanitary sewer corridor. The scope of the design also includes completing CCTV inspection of the sewer to determine the quantity and location for reconnection of existing sanitary sewer laterals.

Dewberry understands that all work is anticipated to be completed in road right-of-way, therefore no easements are anticipated to be required.

SCOPE OF SERVICES

1. Survey

- 1.1 Dewberry will conduct minimal land research to identify road right-of-way boundaries, as it is assumed the existing gravity sanitary sewer is located in road right-of-way for the length of the proposed project.
- 1.2 Establish horizontal control and benchmarks.
- 1.3 Where sewer replacement is proposed, Dewberry will perform a field topographic survey primarily within the limits of pavement to capture items such as edge of pavement, manhole rims and inverts, and MISS UTILITY field-markings of underground utilities. Should the existing gravity sewer “drift” towards the edge of the road where excavation could exceed the limits of pavement, then the survey crew will also locate additional items such as significant trees, hedge rows and landscaping, property corners, fences, edges of pavement, ditches, visible utilities, top of meters, top of cleanouts, and any other visible manmade improvements located in the right-of-way. The maximum limits of the survey will be the road right-of-way.
- 1.4 Survey will be tied to Virginia State Plane Coordinates – North Zone, NAD 83 horizontal and NAVD 1988 vertical, and will be tied into local County geodetic monumentation.
- 1.5 GIS data provided by the Town can be used to supplement collected survey data.

2. Closed Circuit Television (CCTV) Inspection

- 2.1 CCTV inspection will be provided by our sub-consultant Hydrostructures, LLC.
- 2.2 Hydrostructures will provide cleaning of the existing sewer main and complete CCTV inspection of the pipe.
- 2.3 No lateral inspections are anticipated within this project area.
- 2.4 Inspection logs will be prepared during the CCTV inspection that record the location and orientation of sanitary sewer lateral connections and any notable features and defects within the sewer main. CCTV logs with digital photographs and a DVD with video of the inspection shall be provided.

- 2.5 Hydrostructures has assumed minor traffic control (signs and cones) for the completion of the cleaning and CCTV. The cost for additional traffic control (lane closures or flaggers) is not included in this proposal.
- 2.6 It is assumed a disposal site will be provided by the Town for any debris removed from the sewer during the cleaning process. It is also assumed access to water for cleaning activities will be provided by the Town at no charge.

3. 50% Design Phase

- 3.1 Develop design plans and specifications for the Central Drainage Area Sewer Replacement project for review by the Town.
- 3.2 The 50% submission will include the following:
 - Cover sheet with location map, sheet index, and project title
 - General notes and legend sheet
 - Completed field topographic survey with control points
 - Horizontal and vertical pipeline alignment (plan and profile) with stationing
 - Horizontal layout of sewer service connections that require reconnection
 - Anticipated limits of disturbance
 - Existing utilities including results of utility designations
 - Pipeline trenching and bedding details (if applicable)
 - Preliminary opinion of probable construction cost
- 3.3 Dewberry will meet with the Town virtually to review the 50% submission and address all comments received from the Town.

4. 95% Design Phase

- 4.1 Develop 95% design plans and specifications for the Central Drainage Area Sewer Replacement project for review by the Town and necessary review agencies.
- 4.2 The 95% submission will build upon the 50% submission and will include the following:
 - Updated limits of disturbance (if applicable)
 - Construction phasing/sequencing plan
 - Traffic control plans, notes and details
 - E&S plans showing staging areas (if applicable)
 - Technical specifications
 - Updated opinion of probable construction cost
- 4.3 Dewberry will develop a Project Manual to contain contract documents, bidding documents, and technical specifications.
- 4.4 Dewberry will meet with the Town to review the 95% submission, address further comments received from the Town and address comments based on review by necessary review agencies.

5. Final Design Phase

- 5.1 Dewberry will prepare final design plans and specifications based on review comments from the Town and necessary review agencies. This will include a 100% submittal for final review and approval.
- 5.2 Final plans will update all information contained in the 95% plans for required permitting, approvals, bidding, and construction.
- 5.3 Dewberry will prepare a final opinion of probable construction cost.

6. Bidding Phase

- 6.1 Dewberry will assist the Town with preparation of the Advertisement for Bids, and coordinate the distribution of the bid package, including all bid documents, plans, and specifications.
- 6.2 Dewberry will conduct a pre-bid meeting for the project.
- 6.3 Dewberry will address questions and requests for information from prospective bidders for the project.
- 6.4 Dewberry will prepare any addenda required, coordinate review of the addenda, and assist the Town with addenda distribution.
- 6.5 Dewberry will attend the bid opening, tabulate and review the bids, contact any Contractor references, and make a recommendation for award to the lowest responsive, responsible bidder.

7. Construction Phase (Assuming a 6-month duration)

- 7.1 Dewberry will conduct a pre-construction meeting in order to establish policies and procedures for submissions, permits, inspections, and scheduling during construction.
- 7.2 Dewberry will review and recommend for approval or resubmission shop drawings or other submittals from the Contractor.
- 7.3 Dewberry will assist construction inspection personnel by providing consulting services to answer design-related questions and assist in determining if the work is proceeding in accordance with contract documents.
- 7.4 Dewberry will attend monthly construction progress/pay request meetings to discuss the status of the work.
- 7.5 Dewberry will attend the substantial completion inspection and assist with preparation of the project punch list.

7.6 Dewberry will transfer field notes from the Town’s inspector and the Contractor to develop final record drawings for the project.

8. OPTION – Construction Inspection Services

8.1 Provide full-time construction inspector for trench excavation, removal/replacement of pipe, backfill, and compaction.

8.2 Inspector shall monitor Contractor’s work and verify compliance with contract documents and prepare Daily Inspection Reports with photos of observations.

SCHEDULE

Dewberry can begin work on this project immediately upon receiving the Notice to Proceed. Our proposed milestone schedule for design is outlined below.

Notice to Proceed.....	November 8, 2021
Field Activities (Survey and CCTV).....	January 7, 2022
50% Design Submission.....	February 11, 2022
Town Review.....	March 11, 2022
95% Design Submission.....	April 15, 2022
Town/Agency Review.....	May 27, 2022
Final Design Submission (100%).....	June 24, 2022

FEE

Dewberry’s fee for these services is broken out as follows. A copy of our man-hour breakout estimate is included as Attachment C.

Design Services (Lump Sum)

1. Field Engineering (Survey and CCTV).....	\$33,422
2. 50% Design Phase.....	\$32,235
3. 95% Design Phase.....	\$26,685
4. Final Design Phase.....	\$11,230
Subtotal Design Services (Lump Sum).....	\$103,572

Bidding and Construction Services (Lump Sum)

5. Bidding Phase.....	\$4,570
6. Construction Phase.....	\$24,170
Subtotal Bidding and Construction Services (Lump Sum).....	\$28,740

Total (Design + Bidding / Construction).....\$132,312

OPTION – Construction Inspection (40 hrs/wk @ \$75/hr for 24 weeks)..... \$72,000

CLARIFICATIONS

1. Specific services outside of those identified in the Scope of Services outlined above will be deemed an additional service.
2. Town shall coordinate with all property owners that may be impacted by the proposed investigative activities.
3. A fee for construction inspection is included as an option in this proposal.

EXCLUSIONS

The following services are specifically excluded from the scope of services, but could be provided by Dewberry as additional services if authorized in writing by the Town.

- Geotechnical engineering services
- Test holes or test pitting
- Environmental investigation and permitting services
- Endangered species surveys
- Environmental site assessments
- Easement plats
- Easement acquisition services
- Permitting fees
- Payment for the advertisement of bids

ADDITIONAL SERVICES

This proposal is based upon our current understanding of local, state and federal requirements and regulations and our understanding of the project as described herein. Any modifications to these requirements and regulations, or other requirements not provided for herein, which require additional services will be performed by Dewberry Engineers Inc. and billed in accordance with the Hourly Billing Rate Schedule, (Attachment A), which is annexed to this proposal and incorporated into it by reference.

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with Dewberry's Standard Terms and Conditions (Attachment B), which is annexed to this proposal and incorporated into it by reference.

AUTHORIZATION

If this proposal meets with your approval, please return one executed original of this proposal to this office. Receipt of the executed proposal will serve as our authorization to proceed.

We look forward to the opportunity to serve the Town of Colonial Beach on this project. Should you have any questions, or require additional information, please do not hesitate to contact us.

Mr. Rob Murphy
Central Drainage Area Sewer Replacement
October 28, 2021

Sincerely,

Dewberry Engineers Inc.



Heather A. Campbell, PE
Associate, Senior Project Manager

Attachments:

Attachment A	Standard Hourly Billing Rate Schedule
Attachment B	Standard Terms and Conditions
Attachment C	Project Figure with additional limits identified
Attachment D	Manpower and Fee Estimate

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The foregoing contract with Dewberry Engineers Inc. is accepted:

Print (Type) Individual Firm, or Corporation Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

STANDARD HOURLY BILLING RATE SCHEDULE WITH CREW

DEWBERRY	HOURLY RATES
PROFESSIONAL	
Principal	\$315.00
Architect I, II, III	\$95.00, \$110.00, \$125.00
Architect IV, V, VI	\$140.00, \$160.00, \$180.00
Architect VII, VIII, IX	\$195.00, \$215.00, \$235.00
Interior Designer I, II, III, IV	\$90.00, \$105.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$255.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$245.00
TECHNICAL	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$130.00, \$145.00, \$160.00
Geographer/GIS VII, VIII, IX	\$185.00, \$210.00, \$250.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$92.00, \$110.00, \$135.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$175.00, \$205.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00
CONSTRUCTION	
Construction Professional I, II, III	\$120.00, \$145.00, \$170.00
Construction Professional IV, V, VI	\$185.00, \$215.00, \$245.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$175.00
SURVEY FIELD CREWS	
Fully Equipped 1, 2, 3, 4 Person Crews	\$130.00, \$160.00, \$200.00, \$240.00
With Laser Scanner 1, 2 Person	\$180.00, \$210.00
ADMINISTRATION	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

ATTACHMENT B
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

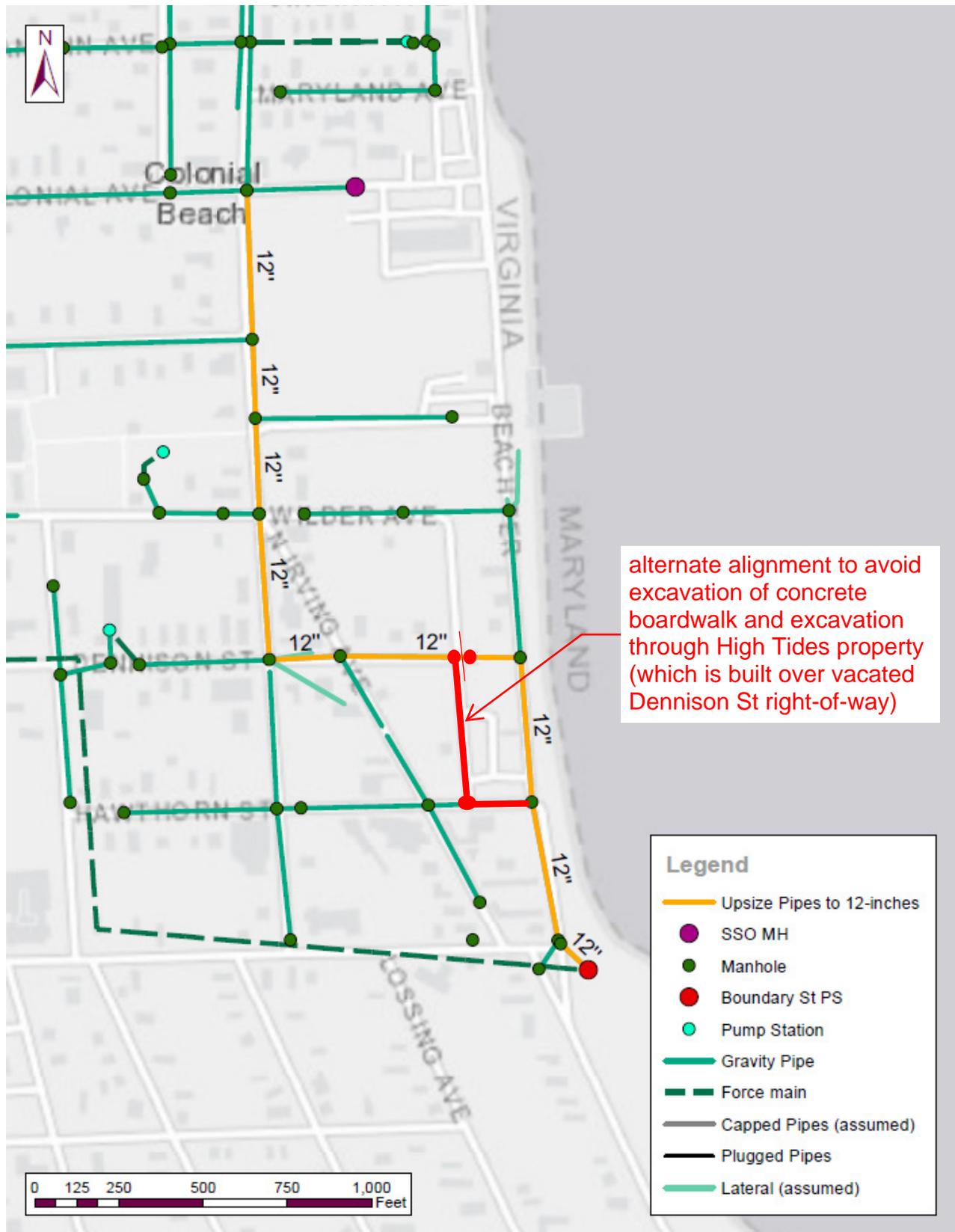
1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.



Recommended Sewer Replacement

Central Drainage Area Sewer Replacement
Town of Colonial Beach

28-Oct-21

PROJECT TASKS	Project Manager Engineer VI \$200 (HRS)	Staff Engineer III \$135 (HRS)	CADD III \$110 (HRS)	Surveyor VIII \$175 (HRS)	Survey Crew 2-Person \$160 (HRS)	Computer Surveyor VI \$130 (HRS)	TOTAL (HRS)	REIMBURSABLE (incl. +15% on subs) (\$)	COST PER TASK (\$)
DESIGN SERVICES (Lump Sum)									
Field Engineering (Survey and CCTV)									
Right-of-Way compilation				2		12	14		\$1,910
Field survey					90		90		\$14,400
Survey data reduction and compilation				4		40	44		\$5,900
CCTV inspection							0	\$11,212	\$11,212
Subtotal	0	0	0	6	90	52	148	\$11,212.00	\$33,422.00
50% Design Phase									
Develop 50% design submission	30	118	60				208		\$28,530
Preliminary cost estimate	1	6					7		\$1,010
50% review meeting with Town (virtual)	1	1					2		\$335
Address 50% review comments	2	8	8				18		\$2,360
Subtotal	34	133	68	0	0	0	235	\$0.00	\$32,235.00
95% Design Phase									
Develop 95% design submission	46	80	32				158		\$23,520
Update construction cost estimate	1	2					3	-	\$470
95% review meeting with Town (virtual)	1	1					2		\$335
Address 95% review comments	2	8	8				18		\$2,360
Subtotal	50	91	40	0	0	0	181	\$0.00	\$26,685.00
Final Design Phase									
Prepare 100% design submission	16	32	16				64		\$9,280
Finalize construction cost estimate	1	2					3		\$470
Address draft final review comments and finalize (100%)	2	8					10		\$1,480
Subtotal	19	42	16	0	0	0	77	\$0.00	\$11,230.00
TOTAL FOR DESIGN SERVICES	103	266	124	6	90	52	641	\$11,212.00	\$103,572.00
BID AND CONSTRUCTION SERVICES (Lump Sum)									
Bidding Phase									
Prepare Ad for Bid / Coordinate plan distribution	1	2					3		\$470
Pre-bid conference	4	4					8		\$1,340
Answer bidder questions and develop addenda	2	12					14		\$2,020
Bid opening, review, and recommendation	1	4					5		\$740
Subtotal	8	22	0	0	0	0	30	\$0.00	\$4,570.00
Construction Phase									
Prepare Agenda/Minutes and Conduct Pre-construction Mtg.	4	6					10		\$1,610
Shop drawing review	4	20					24		\$3,500
Consulting during construction (RFIs, etc.)	12	24					36		\$5,640
Monthly site visits and meetings - 6 month duration	24	30					54		\$8,850
Substantial completion inspection / Prepare punchlist	6	6					12		\$2,010
Record drawings	2	16					18		\$2,560
Subtotal	52	102	0	0	0	0	154	\$0.00	\$24,170.00
TOTAL FOR BID & CONSTRUCTION SERVICES	60	124	0	0	0	0	184	\$0.00	\$28,740.00
TOTALS							825	\$11,212.00	\$132,312.00
OPTIONAL - CONSTRUCTION INSPECTION SERVICES (Hourly)									
Full-time Inspection (Assume 40 hrs/wk @ \$75/hr for 24 weeks)								\$72,000	\$72,000