

## Town of Windsor

### Memorandum

January 12, 2016

**TO:** The Honorable Mayor and Town Council

**FROM:** Michael Stallings, Town Manager *MS*

**SUBJECT:** Construction of a New Public Works Building

As you are aware, the 2015-16 General Fund and Water Fund Operating Budgets included a total of \$230,000 for the construction of a new public works building. As such, we have been working with contractors to obtain prices for the construction of this building. I have attached a copy of proposal from Atherton Real Estate Development for this project. We have obtained quotes from other contractors as well, but their prices were significantly higher than the attached proposal.

As you can see from the proposal, the price for the structure is \$197,665. Not included in this price is the cost of site work or stormwater management. A site plan will need to be developed before the amount of site work and stormwater management required can be identified. If our lot coverage stays under 16%, it is quite possible that we will not be required to install any stormwater management. If we do not have to implement any stormwater management, then the engineering fees and construction administration fees could drop by as much as \$12,000. We are currently working with Isle of Wight County to see if we can get the \$5,600 connection fee waived for this project.

As you can see from the contract, the building is 50' deep x 60' long. There will be an office, breakroom, bathroom, and shower room inside the structure. There will be three 12'x12' doors that will provide one drive through bay. There will be an additional 10'x10' door to allow for lawn mower storage. The work space will be heated and the interior rooms will be heated and cooled. The parking lot will be gravel.

I would like Council to authorize me to move forward with the contract as presented. In order to expedite the process, I would like authorization to approve change orders up to a maximum of \$230,000. This will allow us to add on stormwater management and site work as the costs for these items are developed. If we realize savings in those two areas, we will consider adding additional storage space onto the end of the building as well. Any and all change orders will be presented to Council on an ongoing basis.

**Recommended Motion**

Move that Council approve the attached contract and authorize the manager to sign said contract and any change orders up to a maximum amount of \$230,000.



## PROPOSAL

Atherton Real Estate Development, Inc. will furnish all labor, material, equipment and supervision necessary to complete the site design (sanitary sewer and water) and building design (50' x 60' metal building) on East Griffin Street in Windsor, VA in accordance with the work scope defined in this proposal including Enclosure 1 for the lump sum price of \$197,665.00. See Enclosure 2. **This proposal requires that the building down payment of \$10,000.00 be received no later than January 27, 2016.**

### Inclusions:

1. Building, components and finishes as described herein.

### Exclusions:

1. Site work to provide erosion and sediment controls is **excluded**.
2. Site work for any necessary storm water management is **excluded**.
3. Site work for all grading, excavation, importation of fill materials and backfill is **excluded**.
4. Site work for preparation of building pad is **excluded**.
5. Isle of Wight county fees *beyond \$5600.00* for sanitary system connection are **excluded**.
6. Vacuum pot materials and installation are **excluded**.
7. All water connection fees are excluded.
8. Dominion Virginia Power service fees are **excluded**.
9. Payment and Performance Bonds are **excluded**.
10. Office furniture and furnishings are **excluded**.
11. Fire alarms and fire suppression systems are **excluded**.

No work is included in this proposal unless it is specifically spelled out herein. Any additional work required by the owner or developer will be cause for adjustment in the lump sum price including a reasonable mark up for overhead and profit.

Respectfully submitted,

Gary K. Morrill  
Vice President

Enclosure 1 – Building Outline Specifications  
Enclosure 2 – Project Bid Summary  
Enclosure 3 – VHB Civil Engineering Proposal

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_



## Building Outline Specifications

For

## Maintenance Building - Windsor

December 29, 2015



## General Project Information

The facility shall be erection and improvements described herein for a 50' x 60' metal building. The building shall be a pre-engineered metal building with openings for one personnel door and two 12' x 12' high bay doors.

The interior area is approximately 3000 ft<sup>2</sup>. The area shall be divided as follows:

1. Two 12' x 12' offices
2. One approximately 7' x 8' bathroom
3. One ADA shower – tile floor and walls
4. Approximately 2700 ft<sup>2</sup> Warehouse space

Project's construction duration is estimated to be 3 months once all plans are approved by both the Town of Windsor and the County of Isle of Wight.

1. **Div. 1 General Conditions:**
  - a. ARED referred to from here forward as "contractor" will provide all necessary supervision, field engineering and quality control personnel as required for the project.
  - b. Contractor will make all necessary arrangements for temporary utilities and facilities for our work.
  - c. Contractor will carry necessary insurance for the project including workman's compensation, and general liability and builder's risk.
  - d. Owner will be required to pay for all fees associated with bonds, utilities, taps, utility connections (excluding \$5,600.00 for sanitary sewer connection), communication services, gas and Dominion Virginia Power.
2. **Div. 2 Sitework / Demolition:**
  - a. \$32,000.00 allowance for civil engineer design of site plan and utilities. Specific services are defined in Enclosure 3.
  - b. Sanitary sewer pipe installation from building to owner (Town of Windsor) installed vacuum pot.
  - c. Connection to Town of Windsor Water line located in Tax Parcel 54B-01-229B.
  - d. Management of Town of Windsor contracted site work for grading, storm water management, erosion and sediment control and building pad construction.
  - e. Gravel installation to support parking area for up to 10 vehicles.
3. **Div. 3 Concrete:**
  - a. Concrete pad and foundation for building.
4. **Div. 4 Masonry – N/A**
5. **Div. 5 Metals: – N/A**
6. **Div. 6 Carpentry:**
  - a. All wood blocking included for office finishes.



# ATHERTON

REAL ESTATE DEVELOPMENT

7. **Div. 7 Thermal and Moisture:**
  - a. Building insulation as required by code
  - b. New Gutters and Downspouts
  
8. **Div. 8 Doors/Frames/Hardware:**
  - a. Personnel door with side light
  - b. Personnel door – no side light
  - c. Three (3) 12' x 12' insulated high bay doors.
  - d. One (1) 10' x 10' insulated high bay door.
  - e. 4 New Interior Personnel Doors with hollow metal knock down frames, Rotary Birch with clear finish.
  
9. **Div. 9 Finishes:**
  - a. Interior drywall and metal stud framing for two 12' x 12' offices and one 7' x 8' bathroom
  - b. Insulation in office and bathroom walls
  - c. Suspended Acoustical Ceiling in offices and bathroom.
  - d. Interior Painting for office and bathroom walls
  - e. Flooring – VCT with vinyl cove base
  
10. **Div. 10 Specialties**
  - a. Toilet Accessories
  - b. Fire Extinguishers
  
11. **Div. 11 Equipment – N/A**
  
12. **Div. 12 Furnishings – N/A**
  
13. **Div. 13 Pre-engineered Metal Building**
  - a. 50' x 60' Pre-engineered metal building with 14' eave height. Building contains 3 framed openings. Two openings to accommodate 12' x 12' high bay doors and one opening to accommodate personnel door.
  
14. **Div. 14 Conveying Systems – N/A**
  
15. **Div. 15**

**Mechanical:**

  - a. (2) 120,000 BTU minimum propane warehouse heaters
  - b. One new 2 ton mini-split system for office/bathroom conditioning.
  - c. All 2x2 supply and returns as required
  - d. All rigid and flex duct as required
  - e. 2 Exhaust Fans

**Plumbing:**

  - a. One new toilet
  - b. One new lavatory sink
  - c. One new mop sink
  - d. One new 5 gallon electric water heater
  - e. Ice maker connection
  - f. ADA Shower fixtures
  
16. **Div. 16 Electrical:**
  - a. 200amp 240v single phase service and panel
  - b. (4) 6 lamp T5 highbay light fixtures



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REAL ESTATE DEVELOPMENT

- c. (4) exterior wall packs (250w MH)
- d. (1) 20amp 120v circuit with electrical connection to 5 gallon water heater
- e. (4) single pole switches
- f. (5) 2x4 T8 prismatic light fixtures
- g. (2) 120v electrical connection to exhaust fan (EF provided by others)
- h. (10) convenience receptacles
- i. (3) exit/EBU
- j. (3) data stub ups
- k. (1) 2" data stub out of building (5 feet)
- l. (1) 20amp 220v circuit to minisplit
- m. Note: 4" conduit will be stubbed out of meter base five feet and phone conduit will also be stubbed out of building five feet

# *Atherton Construction and Development, Inc.*

*1209-C Laskin Rd.*

*Virginia Beach, Virginia 23451*

*Phone (757) 222-2244 Fax (757) 222-9495*

Date: December 29, 2015

Project: Windsor Maintenance Building

3000 SF

## Project Bid Summary

Division	Description	Total Cost	
1	General Conditions	\$29,488.48	
2	Site Work / Demolition	\$43,600.00	
3	Concrete	\$10,500.00	
4	Masonry	\$0.00	
5	Steel	\$0.00	
6	Wood, Plastics & Composites	\$250.00	
7	Thermal & Moisture	\$5,376.00	
8	Doors and Windows	\$11,931.00	
9	Finishes	\$12,860.30	
10	Specialties	\$1,060.00	
11	Equipment	\$0.00	
12	Furnishings	\$0.00	
13	Special Construction	\$39,200.00	
14	Conveying Systems	\$0.00	
15a	Plumbing	\$10,000.00	
15b	HVAC	\$8,900.00	
16	Electrical	\$12,000.00	
SUBTOTAL		\$185,166.00	
ARED Construction Services Fee @ 6.75%		\$12,499.00	
TOTAL COST		\$197,665.00	\$65.89 SF
Total Base Bid		\$197,665.00	







## II. SCOPE OF SERVICES

### Task 1.0 –Topographic Survey

VHB will perform a topographic survey of the selected project site and suitable for use as a basis for the Site Plan. The topography will be shot on the ground at a scale of 1"=25' with a one foot contour interval. The horizontal and vertical datum utilized for the topographic survey will be tied into the Isle of Wight County Geodetic Network, which is based on Virginia Coordinate System of 1983, South Zone NAD83(93) HARN horizontally and North American Vertical Datum of 1988 NAVD 88(92) vertically. The completed survey will contain the following information:

- North arrow, vicinity map, and title.
- The following planimetric features within the "project area" will be located and plotted on the survey: overhead utility lines, utility poles and guys, sidewalks, curbs, valley gutters, paved roadways, signs, access to public right-of-way such as curb cuts and paved entrances, manhole covers, yard inlets, valves, etc.; light posts, traffic signal support wires or arms, telephone pedestals, electric transformers, cable TV pedestals, and outer edge limits of large stockpiles.
- The following topographic data will be shown on the survey: storm drain manholes, curb drop inlets, yard basins, etc., with rim and invert elevations and pipe sizes and pipe material; gravity sanitary sewer system manholes and mainline cleanouts with rim and invert elevations and pipe sizes; flow line elevations. Ground surface elevations will be shot at an approximate 50-foot grid; cross-sections on public streets at 50-foot intervals with elevations at top of curb, gutter, and center of road encompassing the limits stated in the portion above. Hard surfaces and utility information will be shot to the nearest hundredth of a foot (0.01') with ground shots gathered to the nearest tenth of a foot (0.10').

### Task 2.0 – Site Plans

Based on a selected conceptual layout prepared by VHB, VHB will prepare Site Plans that will contain the following: a site layout phased per the attached, grading, drainage, erosion and sediment control necessary to construct the proposed improvements for the proposed site. The site plan drawings will be prepared in accordance with Isle of Wight requirements, and other applicable local and state criteria. The Town of Windsor will review the site plan for zoning compliance. Isle of Wight County will review the site plan for compliance with storm water requirements. The site plan will be designed to comply with Virginia's Current Runoff Reduction Method Stormwater Regulations. VHB will need two borings (by others) within the BMP footprint to comply with the current storm water requirements.

Drawing format will be 24" x 36" sheets at an appropriate scale (likely 1" = 25'), acceptable to the Client and the Town/County. The Client will provide all necessary building drawings, specifications and special criteria applicable to this project prior to VHB's initiation of this task. Anticipated drawings are as follows:

- Cover Sheet
- Legend and General Notes (2 Sheets)
- Erosion & Sediment Control Plan (1 Sheet)
- Layout and Materials Plan (1 Sheet)
- Grading and Drainage Plan (1 Sheet)



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- Utility Plan (1 Sheet)
- Construction Details and Notes (3 Sheets)
- Existing Conditions Plan (1 Sheet)

VHB assumes no off-site improvements such as the design of turn lanes, signalization plans, or public utility line extensions will be required. VHB will provide a scope and fee for any of these items should they be required. VHB also assumes that adequate (capacity and depth) of the gravity sewer in East Griffin Road to serve the building. Due to the proximity to the elevated storage tank adequate water should be adjacent to the site. All permit and submittal fees will be paid for by the Client.

VHB will address project specifications for site items with plan notes and details. Separate specifications are not included in this Scope of Services.

#### **Task 3.0 – Meetings**

VHB will endeavor to meet with the Client, other design team consultants, City/County staff, other applicable state agencies, and the private utility companies to facilitate development of the site plans. VHB will attend these as requested. Meetings will be billed on a per meeting basis and only meetings attended will be billed. For budgeting purposes, this scope of services includes the following two (2) meetings.

#### **Task 4.0 – Address Town/County Comments**

VHB will monitor the Town/County's review as appropriate. Upon receipt of comments, VHB will provide two sets of reasonable minor revisions, on an hourly basis, to the documents to address Town/County comments and resubmit each to the Town/County for approval. VHB has provided a budget within this proposal to complete this task. Should VHB need to exceed this budget to address the reviewing authorities' comments, VHB will provide a revised scope and request additional fees prior to work exceeding the initial budget amount.

#### **Task 5.0 – Stormwater Pollution Prevention Plan**

As required by national and state stormwater discharge programs, VHB will assemble and fill-out the Virginia Department of Conservation and Recreation (DCR) Registration Statement form (DCR01) for the Client's signature. We will assemble the fee form and prepare a vicinity map (from QUAD Sheet) showing the project location and receiving stream. We will contact the DCR office assigned to the project location for specific forms and application fee. These forms are to be signed by the Client and submitted to DEQ. The DCR will process the application and return the permit to the Client (this permit is inserted in the narrative report of the Stormwater Pollution Prevention Plan (SWPPP)).

VHB will prepare a SWPPP narrative report to include general introduction explaining purpose and execution of the plan, plan coordinator and responsibilities (coordinator to be named by Client), project description narrative, site description narrative, storm drainage narrative, summary of site description elements and erosion control elements. The SWPPP will be prepared in accordance with the site plan and will also include a summary of erosion control measures included in design documents, erosion control maintenance requirements, erosion control inspection requirements, and various inspection forms and certification forms for the Contractor's use.



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VHB will assemble SWPPP attachments; approved site plan drawing set, drainage calculations, storm water management calculations and narrative, erosion control narrative, etc. Upon completion, copies will be sent to the Client, and the Contractor.

Our services do not include inspections, notifications, or certifications during construction and implementation of the proposed erosion and sediment control measures. Our services also do not include revisions to the site plan and/or SWPPP as a result of changes to the erosion and sediment control measures made during construction. There are specific requirements of the Contractor as part of the VSMP program and our services do not include assistance for these services. The SWPPP will be prepared for the site improvements as defined on the site plan. Preparation of an additional SWPPP or modifications to the SWPPP for improvements or work beyond those included on the site plan, including borrow sites, are specifically excluded from our scope of services.

This scope of work assumes that one (1) SWPPP will be required for this work.

#### **Client Furnished Information**

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, and other consultants. The Client shall provide VHB with project-related technical data including, but not limited to, the following:

- Approved building first floor plan including doorways, docks, overhangs, utility connect locations, windows, etc. in AutoCAD format.
- Required Fire Suppression System Demand and domestic water demands.
- Building roof drain plan
- Wastewater generation rates and required sanitary sewer depths.

VHB will rely upon the accuracy and completeness of the Client Furnished information in connection with the performance of the services under this Agreement.

#### **Schedule**

To be determined.

#### **SERVICES NOT INCLUDED**

The following services are not included in this Agreement at this time:

- Subdivision Plat
- Landscaping Plan
- Geotechnical Investigation/Report
- Design of Parking Garages/Decks
- Due Diligence Report, Environmental Impact Reports, Wetlands, or Geotechnical services
- Design improvements to public utility systems within Chesapeake Public Rights of way, not limited to water, sanitary and transportation improvements.
- Site irrigation system design or layout
- Photometric Plan or Site lighting circuit design (including poles, foundation, conduit and fixtures)



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- Design of pumping stations; capacity analysis of existing pump stations; or design of any offsite or existing pump station upgrades
- Design of retaining walls, fences, or special site features (i.e. fountains, water features, swimming pool, etc.)
- LEED assistance or documentation
- Design of gazebos or any wooden outdoor structures, trellis, etc.
- Rendered plans, sketches or perspectives (except as noted herein)
- Preparation and filing of any permit applications not specified in this scope
- Preparation of documents for Closing assistance and Certifications
- Variance, Special Use or Conditional Use Permit requests
- Development of a detailed construction cost opinion or cost opinions beyond those required for bonding
- Presentation to City and Civic Leagues (except as noted herein)
- Individual easement plats/exhibits and/or condominium plat
- Construction Stakeout
- As-built surveys
- Traffic Impact Study
- Any item not referenced in the scope of service above

Should work be required in these areas, or areas not previously described, VHB will provide these services at our current hourly rates or prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

**Compensation and Payment for VHB Services**

**III. Fees and Reimbursable Expenses**

VHB will perform the Scope of Services contained in this Agreement in a lump sum amount, or at the standard hourly billing rates in effect at the time the work is performed allocated approximately as follows:

Task 1.0	Topographic/ Survey	\$ 2,500.00 (Lump Sum)
Task 2.0	Site Plan	\$18,000.00 (Lump Sum)
Task 3.0	Meetings (2 @ \$750.00/ea.)	\$ 1,500.00(Budget)
Task 4.0	Address Town/County Comments	\$ 6,000.00 (Hourly)
Task 5.0	Storm water Pollution Prevention Plan	\$ 2,500.00 (Lump Sum)
<b>TOTAL</b>	<b>Fee</b>	<b>\$30,500.00</b>



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In addition to the labor compensation, VHB shall be reimbursed for expenditures for the estimated budget listed above made specifically for the project such as: printing and reprographics; travel and subsistence; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost plus 15%. If subconsultants and/or subcontractors outside those engaged in the tasks outlined above are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at 1.15 times their actual costs. This adjustment covers the additional expense of coordination/administration.

**IV. Invoicing and Payment Terms**

Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.

Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and /or attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects.

See Part II of this Agreement for additional terms and conditions.

Client understands and accepts payment terms and authorizes work to be stopped if account is not kept current.

Initials  
Required:

**Client** \_\_\_\_\_  
**Name:**

**Type of Entity:**     **Minority Owned**     **Woman Owned**     **Small Business**     **LLC**     **Corporation**  
**Other:**

**INVOICE DISTRIBUTION: Please specify how our invoices are to be delivered.**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_



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E-mail  
Address: \_\_\_\_\_

**PREFERRED METHOD INVOICE DISTRIBUTION: Please specify how our invoices are to be delivered.**

- Mail       Hand Delivered       E-mail

**INVOICE BACKUP REQUIREMENTS:**

- Reimbursable       Cover Letter  
 Progress Report

**How will this project be financed?**

\_\_\_\_\_  
\_\_\_\_\_

**Are funds readily available for the payment for VHB's services?**

\_\_\_\_\_  
\_\_\_\_\_

**How will payment be made?**

- Check  
 Wire transfer (Information for payment by wire transfer furnished upon request.)  
 Credit card (Services fees apply. Information for credit card payment furnished upon request.)

**Does your entity have a special payables cycle?**       Yes       No      If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

**OTHER SPECIAL INSTRUCTIONS:**

<b>PAYMENT REMITTANCE INFORMATION:</b>	
Local VHB Information: Vanasse Hangen Brustlin, Inc. 115 <sup>th</sup> South Main Street, Suite 200 Richmond, Virginia 23219 804.343.7100  Contact: Ashley Carter Email: acarter@vhb.com  TAX ID#: 04-2931679	<b>MAIL CHECKS TO:</b> Vanasse Hangen Brustlin, Inc. 101 Walnut Street, P.O. Box 9151 Watertown, MA 02471  Terms: Due Upon Receipt
<b>Note: To ensure proper credit, please identify the VHB project number and invoice number on all payments.</b>	



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Prepared By: **K. Kelly Hoffoman, P.E.**

Department Approval: **Diane Linderman, P.E.**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc. Authorization**

**Client Authorization *(Please sign original and return)***

By 

By \_\_\_\_\_

Print Diane Linderman

Print \_\_\_\_\_

Title Managing Director

Title \_\_\_\_\_

Date November 18, 2015

Date \_\_\_\_\_





## PART II

### VANASSE HANGEN BRUSTLIN, INC. TERMS AND CONDITIONS OF AGREEMENT

The engagement of Vanasse Hangen Brustlin, Inc. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$ -0- IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.



The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:
- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
  - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate.
  - Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
  - Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.
11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.
12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and sub-consultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorney's fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.



13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of VHB.

14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances, and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).

17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.



18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.
19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.
21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.
23. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.
24. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.



25. VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
  
26. Client understands that the requirements of the Americans with Disabilities Act ("ADA") are evolving and will be subject to various, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's project will comply with all ADA requirements or ADA interpretations.