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September 21, 2021

Mr. Michael Gallagher, P.E.
Department of Public Works, Town of Vienna
127 Center Street South
Vienna, Virginia 22170

Re: Town of Vienna – Blackstone Terrace NW Sidewalk Improvements
RFP 19-01-On Call Civil Engineering Services
Urban, Ltd. # 21-589.R1

Dear Mr. Gallagher:

We are pleased to have this opportunity to provide professional services on the referenced project. Upon verbal or written authorization to proceed with performance of the services described herein, this proposal, along with all attachments hereto, will constitute a binding agreement (“Agreement”) between Urban, Ltd. (“Urban”) and the Town of Vienna (“Client”).

It is our understanding of the Project that it will consist of engineering and related work as discussed with Client regarding proposing sidewalk on one side of Blackstone Terrace NW consistent with Concept 1 of the study.

This proposal and the scope of services and fees described herein are based upon codes, ordinances, and regulations of the Town of Vienna and the Commonwealth of Virginia in effect of the date of this proposal. Modifications to Client requirements or to codes and regulations that would require additional services to be performed will be invoiced on an hourly rate basis in accordance with Rate Schedule attached hereto, or, alternatively, in accordance with a change order that will specify the additional services and the associated additional fees.

Urban’s fees for Basic Services for each phase are described herein with a summary below:

Base fee for the tasks	\$25,000.00
Budget estimate for reprographics and reimbursable expenses:	\$ 300.00
Total fee for contract, up to:	\$25,300.00

(continued)

SECTION 1 – SCOPE OF SERVICES AND FEES

The scope of services (“Scope”) and associated fees shall be as follows:

Task 1 – Construction Plan 30%

Urban shall prepare a construction plan for the installation of curb and sidewalk improvements along both sides of Blackstone Terrace NW totaling approximately 650 linear feet. Improvements and scope assumptions are as follows:

1. Existing curb and gutter to remain.
2. Sidewalk, one side, along the length of project.
3. New driveway entrances design when existing entrance conflicts with sidewalk.
4. Pavement plan for patch/new pavement as applicable.
5. New CG-12 designs at intersections.
6. Plan will include general notes, typical section, demo plan, erosion and sediment control plan and narrative, grading plan, details, and other items necessary for construction.
7. Plan will provide VRRM spreadsheet for the water quality requirement for purposes of purchasing water quality credits.
8. Plan assumes limited storm evaluation and assumes no storm replacements or design required.
9. See Section 2 for Exclusions

Fee: \$4,750.00, Hourly Rate Not to Exceed without Client authorization

Task 2 – Construction Plan 95%

Urban shall respond to Town comments to the 30% set and complete the design to the 95% level.

Fee: \$7,500.00, Hourly Rate Not to Exceed without Client authorization

Task 3 – Construction Plan 100%

Urban shall respond to Town comments on the 95% set and complete design to the 100% level.

Fee: \$2,500.00, Hourly Rate Not to Exceed without Client authorization

Task 4 – Easement Plats or Right of Entry Exhibits

Urban shall prepare easement plats if required. Fee includes plat preparation and processing through approval. Client shall be responsible for Deed preparation and any submission fees. If Town uses Right of Entry agreements instead, then this task will be used for the ROE agreement exhibits.

Fee: \$3,500.00, Hourly Rate Not to Exceed without Client authorization

Task 5 – Construction Cost Estimate

Urban shall prepare a cost estimate for the project utilizing unit price lists for the proposed improvements for the Town’s use in budget preparation.

Fee: \$2,750.00, Hourly Rate Not to Exceed without Client authorization

Task 6 – Meetings, Coordination, Special Study/Exhibits and RFI's

Meetings and Coordination effort with Client as requested. Meeting with Citizens and town onsite for scoping and ongoing coordination as needed. Services performed under this task may also include any miscellaneous related work if requested by Client and not applicable under any other task. Service also includes coordination with Contractor and responses to various RFI's. Service also includes support services to Client, if necessary, for private utility coordination. Also, service includes, as needed on an hourly rate, the administration of public outreach, cataloging citizen input, meeting with citizens and providing this information to Town Staff and Council as needed.

Fee: \$4,000.00, Hourly Rate Not to Exceed without Client authorization

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SECTION 2 – EXCLUSIONS

The Scope of Services is generally limited to those items listed above and specifically excludes the following:

1. Drainage design or extension of drainage system.
2. Landscape Plan and computations, Tree Preservation Plan, Detailed hardscape design (benches, monuments, etc.)
3. Maintenance of Traffic Plan
4. Design of light improvements, photometrics or design of lighting circuits
5. Private utility easement plats or vacation plats
6. Federal, State, and/or local permits other than any of those described herein
7. Revisions to work caused by Ordinance changes and/or Client requested changes
8. Any field surveying not covered in Task descriptions
9. Construction stakeout
10. Wetlands consulting
11. Environmental and historical resources consulting
12. Geotechnical investigation and/or design
13. Structural engineering design
14. Construction and contract administration
15. Specification Package
16. Stormwater management design

SECTION 3 – REIMBURSABLE EXPENSES

“Reimbursable Expenses” shall include actual expenditures made by Urban or its subconsultants in the interest of the Project and will be billed at the actual cost to Urban plus five percent (5%) for handling and indirect costs. Reimbursable Expenses shall include, without limitation, costs of items such as the following:

1. Messenger service, special mailing, long distance telephone calls and fax charges
2. Submission fees
3. Fees and expenses of special consultants
4. Rental of special equipment
5. Local auto travel
6. Delivery charges for samples, field testing equipment, etc.

Fee: Budget Estimate \$100.00

SECTION 4 – REPROGRAPHIC CHARGES

“Reprographic Charges” will be billed in accordance with Schedule “A”. It is anticipated that the majority of submissions will be done electronically.

Fee: Budget Estimate \$200.00

SECTION 5 – FEES FOR SERVICE

- a. Urban’s fees for Basic Service for each Phase are described herein. The total fee for the contract is up to \$25,000.00 plus reimbursable and reprographic expenses, which have been budgeted herein at \$300.00. Urban’s fees for Additional Services shall be billed on an hourly basis at Urban’s current standard rates. Urban’s current hourly rate schedule is attached hereto as Schedule “B”.
- b. Fees and expenses of consultants to Urban for services where approved by Client, shall be paid by Client in the amount invoiced to Urban, plus five percent (5%) for handling and indirect costs.

If the Client requests and authorizes work to be expedited beyond the production of a normal workday, Urban will attempt to meet such requested schedule, and the fee for such overtime work will be invoiced at 1.5 times the normal billing rate.

SECTION 6 – CLIENT RESPONSIBILITIES

Client agrees to provide full reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, listed below. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by Client for the performance of Urban's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Contract and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of Urban's work. It shall be the responsibility of the Client to obtain permission for Urban, its employees and subcontractors, to enter onto the subject property to perform Engineering and Surveying Services in accordance with the scope of this Contract, prior to the execution of this document. The Client shall provide (where applicable) the following:

1. Title Report (if required)
2. Any required submission and permitting fees
3. Wetland permitting (if required)
4. Urban Forestry inspections and recommendations
5. Specification Package
6. Private utility coordination

SECTION 7 – OTHER TERMS

Town of Vienna Standard Terms and Conditions shall apply.

To accept this proposal, please execute both originals, initial all pages and return one executed original. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of the Town of Vienna.

Sincerely,
Urban, Ltd.

C. Ryan Connor, PE
Principal

The Town of Vienna hereby accepts this proposal, including all Standard Terms and Conditions attached hereto, and authorizes Urban to proceed with the Project.

Town of Vienna

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Reprographic Charges

- (i) Paper prints and Reproducible Mylar Sepias will be billed according to print media and print size. Urban’s print charges are as follows:

Paper	\$ 0.25	per square foot
Color Line Work on Regular Paper	\$ 2.00	per square foot
Reproducible Mylar	\$ 2.50	per square foot
Black & White Prints on Color Bond Paper	\$ 7.00	per square foot
Color Prints – Regular Paper	\$ 10.00	per square foot
Color Prints – Color Bond paper	\$ 10.25	per square foot
Color Prints – Photo Finish	\$ 13.00	per square foot
Mounted – Black & White	\$ 4.25	per square foot
Mounted – Color Plot Paper	\$ 14.00	per square foot
Mounted – Color Plot Photo Finish	\$ 17.00	per square foot

- (ii) Color Plots will be billed on a Time and Material basis when requested and authorized by the Client.

AutoCAD Operator	\$ 90.00	per hour*
Plotter	\$ 75.00	per hour*

*½ - hour minimum

- (iii) CDs will be billed at \$20.00 per disc.
(iv) Local Auto travel will be billed at \$0.51 per mile.

SCHEDULE B
HOURLY RATE SCHEDULE
Town of Vienna
July 1, 2021, to June 30, 2022

Principal - Expert Witness	\$	304.80
Principal	\$	213.36
Sr. Associate / Associate	\$	188.50
Sr. Transportation Engineer	\$	158.40
Sr. Project Coordinator	\$	135.70
Sr. Landscape Architect	\$	152.90
Sr. Land Planner	\$	167.64
Project Coordinator	\$	124.40
Engineer	\$	113.20
Engineer Technician	\$	84.80
Land Planner	\$	111.76
Landscape Architect	\$	124.40
Landscape Designer	\$	90.40
Jr. Landscape Designer	\$	81.40
Sr. CADD Designer	\$	122.30
CADD Operator	\$	101.80
Jr. CADD Operator	\$	73.15
Field Coordinator	\$	130.10
Survey Manager	\$	147.10
Licensed Land Surveyor	\$	147.10
Field Party	\$	164.20
Sr. Survey Technician	\$	113.20
Jr. Survey Technician	\$	81.40
Clerical	\$	50.80