



**Stantec Consulting Services Inc.**  
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April 9, 2015

**Attention: Ms. Gina Gilpin, CPPB**  
Town of Vienna, Purchasing Agent  
127 Center Street S  
Vienna, VA 22180

**Reference:** Proposal for Environmental Services and Service Agreement for Wolftrap Creek Stream Restoration, Town of Vienna, Virginia  
Pipeline/Proposal #484644

Submitted via email: [ggilpin@viennava.gov](mailto:ggilpin@viennava.gov)

Dear Ms. Gilpin,

Stantec Consulting Services Inc. (Stantec) is pleased to provide this proposal for environmental services to the Town of Vienna (Client) on the project generally described as the Wolftrap Creek Stream Restoration Project (Project). The following correspondence provides our proposed scope of work, fee, and schedule for the above-referenced project. The cost estimate was prepared using the hourly rates and direct costs approved by Fairfax County (Fairfax County DPWES under our Stream Stabilization/Restoration, Environmental, Permitting, and Ancillary Services - Basic Ordering Agreement effective January 30, 2015).

The total fee for this project is not to exceed \$228,635, not including Optional tasks, which are also detailed in this Proposal. These tasks will not be completed without prior authorization by the Town of Vienna. A proposed schedule from the time the Notice-to-Proceed is authorized is also included.

Stantec appreciates the opportunity and looks forward to working with the Town of Vienna on the Wolftrap Creek Stream Restoration Project. If you have any questions about anything contained in this proposal, please contact me at (757) 220-6869.

Sincerely,  
Stantec Consulting Services Inc.

Prepared and Approved By:

A handwritten signature in black ink, appearing to read "Travis Crayosky".

Travis Crayosky  
Principal, Environmental Services

Enclosures



**Reference:** [Wolftrap Creek Stream Restoration](#)

## SCOPE OF SERVICES

### 1.0 SCOPE OF SERVICES

#### *SECTION I: – Natural and Cultural Resources Studies*

#### TASK A

##### 1.1 WETLANDS AND WOUS BOUNDARY DELINEATION

1.1.1.1 Stantec will review available sources of WOUS information, which will include, but may not be limited to:

- USGS topographic maps
- County soil surveys
- National Wetland Inventory maps
- Color infrared and natural color aerial imagery

1.1.2 Stantec will conduct a field delineation of the jurisdictional WOUS boundaries.

1.1.3 Wetlands will be defined using the Routine On-Site Determination Method as defined in the *Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1 (1987 Manual). This technique uses a multi-parameter approach, which requires positive evidence of the following criteria:

- Hydrophytic vegetation
- Hydric soils
- Wetland hydrology

1.1.4 Areas exhibiting the above three wetland characteristics will be considered jurisdictional wetlands and will be marked in the field with plastic surveyors tape suitable for U.S. Army Corps of Engineers (COE) verification. We will also flag the jurisdictional limits along stream channels and other bodies of water that qualify as WOUS as defined in Section 328.3 (a) of Final Rule for Regulatory Programs of the U.S. Army Corps of Engineers (*Federal Register* Vol. 51, No. 219, November 13, 1986).

##### 1.2 WOUS DELINEATION RESULTS

Upon completion of the WOUS delineation, the results will be described by providing the following documents:



**Reference:** [Wolftrap Creek Stream Restoration](#)

- 1.2.1 A brief report summarizing our findings.
- 1.2.2 A map with the jurisdictional boundaries located by Differential GPS or conventional field survey. The map will depict data points, the approximate photograph locations, and the Cowardin classification for each jurisdictional area.
- 1.2.3 Data Sheets, prepared for each plant community as prescribed by the 1987 Manual, *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region* dated July 2010 and suitable for COE review and approval, to support the WOUS boundary delineation.

**TASK B**

**1.3 ON-SITE REVIEW WITH U.S. ARMY CORPS OF ENGINEERS REPRESENTATIVES**

Upon completion of the WOUS delineation, a complete copy of the report will be delivered to the COE concurrently with delivery to the client, and a site visit with a COE representative will be scheduled to verify the delineated boundaries and discuss the proposed project. Note that COE review is necessary for verification of the WOUS boundaries. In June 2007, the COE and the Environmental Protection Agency (EPA) issued Joint Guidance for documenting Clean Water Act Jurisdictional Determinations (JDs). Within this guidance, the agencies created the *Approved Jurisdictional Determination Form ("JD form")*, a multi-page JD form that must be completed to document the presence or absence of wetlands and other WOUS on the site and must be completed for each wetland/stream system on the project site. Therefore, STANTEC will complete the form in its entirety and will deliver it to the COE concurrently with the complete delineation report and request a JD for the project.

**TASK C**

**1.4 ENDANGERED AND THREATENED SPECIES (ETS) RESOURCE EVALUATIONS**

To assist you in determining whether or not this site will achieve a high probability in facing cultural resource or ETS issues during the Clean Water Act permitting process, Stantec will:

- 1.4.1 Conduct archival database searches available via the U.S. Fish and Wildlife Service, Virginia Department of Conservation and Recreation (DCR), and/or the Virginia Department of Game and Inland Fisheries (DGIF) regarding any documented endangered or threatened species, or non-listed species or communities considered rare by DCR and DGIF, on or near this site.



**Reference:** [Wolftrap Creek Stream Restoration](#)

## **1.5 SMALL WHORLED POGONIA HABITAT ASSESSMENT**

- 1.5.1 Stantec will conduct a habitat assessment for the small whorled pogonia on the site. An initial habitat evaluation will identify areas to be searched thoroughly for individual plants, if necessary. If potentially suitable areas are found and a search is needed, this search will need to be conducted between June 1 and July 20 and is subject to a contract amendment or a separate task order. Based on the location of the project and our experience locating small whorled pogonia's (only one has been found in Fairfax County), we do not anticipate that suitable habitat will be found.
- 1.5.2 Upon completion of the field work, Stantec will prepare and provide a letter of findings summarizing the results of the habitat evaluation for the site, including a sketch depicting the locations of areas potentially suitable for the small whorled pogonia. If necessary, a copy of these reports will be sent to the U.S. Army Corps of Engineers during the waters of the U.S. permit processing. Stantec will submit a Survey Summation Form to the FWS, and upon your authorization, Stantec will submit a copy of this report to the FWS.

### **TASK D (If Required)**

## **1.6 PHASE 1A ARCHEOLOGICAL INVESTIGATION**

Stantec will:

Review available sources of information regarding recorded or potential cultural resources on the property. These sources will include, but will not be limited to:

- Virginia Department of Historic Resources (DHR) site files
- Historic maps
- USGS topographic maps
- Local histories

Conduct a pedestrian reconnaissance of the study area.

Conduct limited auger testing on the floodplain within the project area in order to evaluate soil stratigraphy and the probability for the occurrence of deeply buried cultural deposits.

Upon completion of the Phase IA archeological investigation, the results will be described in a memorandum report which will integrate the results of the background research, present the results of the field investigations, and assess the probability that cultural resources will be present and include recommendations as to whether further detailed surveys are likely to be required.



**Reference:** [Wolftrap Creek Stream Restoration](#)

## ***SECTION II: – Nationwide Permit Preparation***

### **TASK E**

#### **1.7 WETLAND DELINEATION SOURCE**

The permit shall be based upon the extent of wetlands and other Waters of the U.S. (WOUS) that will be delineated and field surveyed by Stantec as described above.

#### **1.8 SCOPE OF IMPACTS**

The impacts for this project will be based upon STANTEC's Stream Restoration Design.

- 1.8.1 Note that the COE and the DEQ may not concur that the proposed impacts are allowed under the Clean Water Act unless it can be demonstrated that the proposed impacts are the Least Environmentally Damaging Practicable Alternative. The COE or DEQ could require an Individual Permit at their discretion. This would cause a change in the scope of this work.

#### **1.9 CLEAN WATER ACT SECTION 404/401 AND VIRGINIA WATER PROTECTION PERMIT PROGRAM PERMITTING**

- 1.9.1 Stantec shall prepare and submit a PCN and supporting documentation to the COE requesting authorization of the stream restoration project under NWP #27. (The drainage area is less than 5 square miles, so this project is not in VMRC's jurisdiction.)

The PCN must include the following:

- A discussion of the avoidance and minimization of impacts to WOUS, including wetlands.
  - A discussion of the potential effect of the project on endangered and threatened species from responses received in Task C.
  - A discussion of the potential effect of the project on historic properties from archeological investigations is not part of this proposal.
  - Documentation of compliance with the appropriate FEMA or FEMA approved local floodplain construction requirements.
- 1.9.2 No representations or warranties are made as to the likelihood of approval and/or as to the nature, scope and cost of possible approval conditions. Even if no permit is procured, or if you do not desire the



**Reference:** [Wolftrap Creek Stream Restoration](#)

resulting conditions, payment for STANTEC services is required in full and on time.

- 1.9.3 Please be advised that additional archeology investigations and Endangered and Threatened Species investigations could be requested by the Virginia Department of Historic Resources, the U.S. Fish and Wildlife Service, the Virginia Department of Conservation and Recreation, and the Virginia Department of Game and Inland Fisheries, possibly delaying this permit application and requiring additional expenditures by you.

## **TASK F**

### **1.10 CLEAN WATER ACT SECTION 404/401 PERMIT REVIEW/AGENCY RESPONSES**

STANTEC shall respond to COE and DEQ comments and information requests from these agencies in order to gain approval of the NWP #27 for this project.

## ***SECTION III: – STREAM RESTORATION DESIGN***

## **TASK G**

### **1.11 SURVEY**

Stantec through our third party sub-consultant will collect all necessary survey data in order to develop the restoration design plans. This will include the following:

- Establish horizontal and vertical control.
- For the channel from the top of bank inward, perform a thalweg survey and collect sufficient shots to provide the channel shape. Note that the survey information inside the top of bank do not necessarily conform to national map accuracy standards for providing 6-inch topography, but will provide enough detail for design purposes.
- Survey locate visible utilities and existing infrastructure within the corridor, such as stormwater outfalls, sanitary manholes, exposed laterals, and exposed wires, etc. that will likely be considered in the design of the channel.



**Reference:** [Wolftrap Creek Stream Restoration](#)

- Trees within the stream corridor having a diameter at breast height (DBH) of 12” or greater will be identified by species, tagged, and survey located along proposed existing and proposed alignments.
- Survey location of monuments and property corners necessary to compute and display record boundaries on the final plan and plats.
- Survey location of wetland delineation flags and geotechnical survey borings.
- Stantec will also coordinate with MISS Utility to identify known utilities.

**TASK H**

**1.12 ORIGINAL TASK MOVED TO OPTIONAL TASK X**

**TASK I**

**1.13 GEOTECHNICAL BORINGS AND TESTING**

Stantec via our third party geotechnical survey company will drill six (6) test borings in the proposed stream restoration area to evaluate the subsurface conditions. Proposed test boring depths are to a maximum of 10 feet. Soil laboratory testing will be performed to evaluate classification of proposed cut materials. Up to four (4) soil samples will be collected and tested for moisture content, Atterberg limits, sieve, and hydrometer analysis. Stantec will submit a change order should additional borings be required.

**TASK J**

**1.14 STREAM RESTORATION ASSESSMENT AND HYDROLOGY**

**1.14.1 STREAM RESTORATION DESIGN BASIS AND ASSESSMENT**

The restoration design will be based upon the following information:

- Stream Reach Location - The project includes the main stem of Wolftrap Creek and existing stormwater outfall points. For purposes of this proposal, the start of the project is defined as the confluence of Wolftrap Creek and the ditch/tributary at the upstream limits of the mapped project area provided by the Town of Vienna and the terminus occurs at Follin Lane SE. The total length is 1,020 LF +/-.
- Six inch contour interval topographic, tree, and utility survey provided for the entire project area by the Town of Vienna.



**Reference:** [Wolftrap Creek Stream Restoration](#)

- Stream site visit (will include: pebble counts, bar sampling, and associated cross sections, etc.).
- The presence of bedrock and/or other potential geotechnical constraints will be investigated (Task I).
- Bankfull calculation –may reference the Piedmont regional curves adjusted for impervious area based on research published by the Center for Watershed Protection on the effects of urbanization on channel size. Other references related to design discharge determination may be consulted as well.
- Results of a hydrologic model of the contributing watershed.
- Anticipated conditions of COE and DEQ permits for this project.
- Fairfax County Public Facilities Manual to the extent it applies.
- The Virginia Erosion & Sediment Control Handbook.
- Bankfull Discharge and Channel Characteristics of Streams in the Piedmont Physiographic Region, by the U.S. Fish & Wildlife Service.
- Difficult Run Watershed Management Plan, adopted February 2007.

#### 1.14.2 DESIGN ELEMENT PREPARATION

Based upon the stream assessment, review of available information, and background hydrology, STANTEC will prepare the following for the predesign meeting:

- Existing conditions sheets, to include at a minimum:
  - Topography
  - Wetlands and other WOUS
  - Trees (>12-in dbh) along existing and proposed alignments
  - Utilities (outfall inverts as well as horizontal location of underground utilities) – NOTE: as-built utility surveys to be provided by the Town of Vienna
  - Representative cross-sections
  - Longitudinal profile
  - Representative photographs
  - Property boundaries (GIS based)
- Pebble count analysis



**Reference:** [Wolftrap Creek Stream Restoration](#)

- Development of pre-design element options relative to:
  - Extent of acceptable channel realignment, including start and end of project, tributary restoration;
  - Type of restoration (Priority 1, 2, 3, 4, or a combination)
  - Bed material;
  - Access and staging;
  - Amount of wood structures versus rock;
  - Typical anticipated details
  - Preliminary Hydrology and Hydraulics.

## **TASK K**

### **1.15 PRE-DESIGN MEETING**

After Stantec has completed the stream assessment field work, review of available information, and prepared the background hydrology, a meeting with the Client, Client Stakeholders, Stantec project manager, and Stantec project engineer will be held. The purpose of this meeting is to agree on design elements to be utilized for the conceptual design. This will include discussions of the channel dimension, pattern, and profile.

Stantec will summarize these meetings and associated design decisions which will form the basis of the Concept Plan.

## **TASK L**

### **1.16 CONCEPT PLAN**

Stantec will prepare a Concept Plan based on what has been agreed upon at the pre-design meeting. It is anticipated that the Concept Plan will include the following:

- Cover Sheet
- Existing Condition Plan
- Project Hydrology
- Design Narrative
- Concept Grading Plan
- Concept Profile (including existing profile superimposed and utility locations)
- Tree Removal Plan
- Habitat Features
- Proposed Site Access and Staging
- Limits of Disturbance
- Typical Details
- Typical Cross Section Dimensions



**Reference:** [Wolftrap Creek Stream Restoration](#)

- Preliminary 100-yr Floodplain Analysis
- Construction Sequence
- Conceptual Cost Estimate

Stantec will submit the plan for review to the Client and a meeting/site visit will be held to walk the stream and to discuss the proposed concept.

## **TASK M**

### **1.17 CONCEPT PLAN MEETING**

After review of the Concept Plan with the Client, a site visit and meeting will be arranged with the Stantec project manager, design engineer, Client, and stakeholders to walk the stream and review the proposed restoration.

## **TASK N**

### **1.18 CONCEPT PLAN REFINEMENT**

Based on comments received from the Client as well as from the public meeting, Stantec will refine the Concept Plan for final approval by the Client as this will form the basis for the Final Design. A stream profile will be developed under this task. If wholesale changes are needed or another concept is desired, the additional work will be subject to a contract amendment or separate task order.

## **TASK O**

### **1.19 FINAL DESIGN PLAN**

Once the Concept Plan is approved by Client, Stantec prepare the Final Design and specification package for the project. Note that Stantec will submit 5 copies of the Final Design to the Client for review. It is anticipated the Final Plan will include the following:

- Cover Sheet
- Grading Plan and Profile
- Geometry Plan
- Structure Stakeout Plan
- Vegetation Schedule
- Planting Plan, Specifications, and Details
- Construction Details, Narrative, and Sequence
- Erosion & Sediment Control Plan
- Design Narrative with Hydrologic and Hydraulic Analysis
- Sediment Sizing and Shear Stress Analysis



**Reference:** [Wolftrap Creek Stream Restoration](#)

- 100-yr Floodplain Analysis (to confirm no adverse impact)
- Traffic Control Plan for site entrance to include Maintenance of Traffic (MOT)
- Plan, with narrative and Line of Sight Study (plan and profile)
- Updated Cost Estimate
- Specifications Document

Final Design Plan Approvals:

STANTEC will submit the Final Design Plans to and gain approval from the following entities:

- U.S. Army Corps of Engineers (NWP #27)
- Virginia Marine Resources Permit (confirmation of no permit required)
- Virginia Department of Environmental Quality (confirmation that the project meets DEQ's 401 certification for NWP #27)
- Virginia Department of Transportation - Land Use Permit(s) (Construction Entrance Permit), if needed
- Town of Vienna Department of Public Works

**TASK P**

**1.20 FINAL DESIGN PLAN REFINEMENT**

STANTEC will incorporate comments agreed upon by STANTEC and the Client and will develop a Final Design Plan for final approval by the Client. An optional meeting with stakeholders will be held to obtain their input, if desired.

**TASK Q**

**1.21 UTILITY COORDINATION**

If necessary, Stantec will contact and meet as needed with each utility that has infrastructure within the proposed work area of the stream restoration project to gain their concurrence (no conflict letter from each) of the proposed stream restoration work once design plans have reached a stage where productive discussions can take place (likely after the concept design stage). This task will be performed on an hourly not to exceed basis.



**Reference:** [Wolfftrap Creek Stream Restoration](#)

## **TASK R**

### **1.22 MEETINGS AND COORDINATION**

Other meetings with the Client, agencies, and the public (other than previously specified) shall be performed on an hourly not to exceed basis. A budget of 4 additional meetings with the project manager and design engineer has been budgeted under this task (4 hours each). If additional time or meetings are required, this is subject to a contract amendment or separate task order.

## **TASK S**

### **1.23 PRE-BID MEETING AND RESPONSES TO BIDDER QUESTIONS**

STANTEC shall attend one pre-bid meeting and two pre-construction meetings (one in the office and one on-site), to assist the Client with Contractor questions. Additionally, STANTEC will respond to Client requests and bidder questions (transmitted through the Client). Twenty hours for the project manager and project engineer have been budgeted for this task, which will be performed on an hourly not to exceed basis.

## **TASK T**

### **1.24 CGP PERMIT AND SWPPP**

Stantec will provide technical assistance to apply for a General VPDES Permit for Discharges of Stormwater from Construction Activities for this Project. As part of this effort, Stantec staff will develop a Stormwater Pollution Prevention Plan (SWPPP) as required by the Construction General Permit (CGP). Stantec will complete the Registration Statement for your signature and prepare the SWPPP, in addition to coordinating the submittal of the required Registration Statement and fee forms to the Virginia Stormwater Management Program (VSMP) Authority on behalf of the Town of Vienna. This task excludes all required permit application fees and all CGP annual permit maintenance fees that may be required by the VSMP Authority.

## **TASK U**

### **1.25 CONSTRUCTION OBSERVATION**

1.25.1 Stantec shall provide responses to Contractor's requests through the Client for the duration of the construction activities. Stantec shall provide review and approval of all specified construction materials and shop drawings submitted by the Contractor through the Client.



**Reference:** [Wolftrap Creek Stream Restoration](#)

- 1.25.2 Stantec shall provide construction observation for the duration of all of the construction activities and/or as directed by the Client. Stantec will provide qualified and experienced construction personnel on a full time basis (including weekends and holidays if the contractor elects to work these days) and the design engineer on a once per week basis to observe and record construction activities for the purpose of determining if the construction is in compliance with the construction contract documents, approval of the constructed elements of the design, and to address any necessary field changes due to unexpected field conditions. The contractor shall provide 24 hour notice to the Client and Stantec prior to work on weekends and holidays. For the purposes of this proposal, a 16 week construction period is assumed.
- 1.25.3 Documentation of daily construction inspections shall be submitted to the Client on a weekly basis. The reports will advise the Client of the construction progress, as well as any deviation from the plan set and construction contract documents. Deficiencies and/or deviations shall be immediately reported to the Client verbally, either in person or by telephone, and in writing by the end of the day on the same day the observation is made.
- 1.25.4 Stantec will only communicate issues concerning the design and construction of the project with the Client. Stantec will not direct the Contractor in any way. Stantec will not supervise, direct, or have control over the Contractor's work, nor will Stantec have authority over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs. Accordingly, Stantec will not guarantee the performance of work in accordance with plans set and contract documents. Stantec will not be deemed to be a person in charge of the construction, erosion and sediment control inspection and reporting, repair and alteration of onsite facilities, or furnishing or removal of specified construction materials.
- 1.25.5 Stantec will comply with CONTRACTOR'S safety program.

**TASK V**

**1.26 AS-BUILT SURVEY**

Stantec's third party surveyor will prepare and submit a certified as-built survey / record drawings of the completed stream restoration. The As-Built Survey will be prepared using existing base files (Site Grading Plan) in digital format. The as-built will also include representative cross-sections with permanent monuments (to facilitate future monitoring, if required).



**Reference:** [Wolftrap Creek Stream Restoration](#)

## **SECTION IV: – OPTIONAL TASKS**

### **TASK W**

#### **1.27 BRIDGE CROSSING BORINGS AND CHEMICAL TESTING**

Stantec via our third party geotechnical engineer will drill up to two additional borings at a maximum depth of about 20 feet, or prior refusal at the approximate foundation locations for one potential pedestrian bridge crossing. We will also collect up to two (2) composite soil samples for contaminant testing. The chemical laboratory analysis will include Total Petroleum Hydrocarbons – Diesel Range Organics (TPH-DRO); Total Petroleum Hydrocarbons-Gasoline Range Organics (TPH-GRO); Benzene, Toluene, Ethyl benzene, and Xylenes (BTEX); RCRA Metals; PCBs; and Ignitibility.

### **TASK X**

#### **1.28 HORIZONTAL UTILITY LOCATION**

Stantec will determine the horizontal location of subsurface utilities via a third party utility locating company. The Quality Level “B” evaluation of potential utility conflicts is a very important step that may have a significant impact on the restoration design. If utilities are discovered during this task that cannot be avoided through changes to the channel’s horizontal alignment, subsurface investigation may be necessary to determine their exact location (vertically). If there are no channel design alternatives that can avoid the utilities, their relocation may be necessary. Stantec will submit a change order request to cover the costs of the vertical location and possible relocation, if it becomes necessary.

#### **1.29 SUBSURFACE UTILITY EVALUATION**

Stantec will determine the vertical and horizontal location of subsurface utilities via our third party utility locating company. The Quality Level “A” locating evaluation (test holes) includes providing personnel and equipment sufficient to investigate, evaluate, measure and record the horizontal and vertical location of top and/or bottom of existing utilities.

### **TASK Y**

#### **1.29 NWP #27 MONITORING**

Monitoring may be required as a condition of the NWP #27 obtained for the project. Based on similar projects, this may include the submission of an as-built survey and photo-monitoring for a period of up to three years. The cost for the as-built is



**Reference:** [Wolfrap Creek Stream Restoration](#)

provided under Task V. The cost for the annual photo monitoring and report are provided under this task.

## EXCLUSIONS AND ASSUMPTIONS

This proposal is based on the following exclusions and assumptions:

- The Town of Vienna will provide the required topographic survey (0.5-ft contours) for the entire project area.
- Stantec assumes that the length of the Wolfrap Creek project is approximately 1,020 linear feet.
- Stantec and our subcontractors will have open access to the project area.
- Stantec has excluded all tasks and fees associated with the FEMA floodplain/floodway. It is our goal to show a “no net rise” based on the post-restoration design. Should submission of a CLOMR/LOMR application be required, Stantec will prepare a separate scope of work.
- Stantec will be provided all current engineering documents related to the project. More specifically, all existing hydrologic and hydraulic models, watershed studies, as-built survey data/map, and directly related data will be provided to Stantec in digital format concurrent with the official Notice to Proceed.
- The Town of Vienna will provide Stantec all relevant data in digital format. Examples includes utility as-built (plan/profile) plans and topographic survey data)
- This proposal excludes detailed rare, threatened and endangered species surveys.
- Associated costs for a Phase Ia and I investigations are not included within this proposal.
- Potential costs for wetland mitigation, should it be required, are not included within this Scope. It is expected that any wetland and stream impacts determined by regulators are self-mitigating.
- Time associated with the proposed iterative design process is based upon the assumption that this project will be constructed by a firm familiar with stream restoration construction.
- The project will be drafted in AutoCAD. Conversions to other formats are not included within this scope.
- Delays due to landowner, access coordination, and weather are not included within these fees nor schedule.
- The included project schedule should be considered as a general guideline for project duration; it is not intended to present the project with hard deadlines.
- Construction Observation time assumes 40 hours per week for 16 weeks.
- Tasks A-O, AND Task S will be charged as Fixed Fee. All other tasks, including Optional Tasks, will be charged on an Hourly, Not to Exceed (HNTE) basis.

RFP 15-03  
WOLFTRAP CREEK FEE SUMMARY

Task #	Work Tasks	Labor Class	Hourly Rates ⇨	Principal	Principal, Senior Planner	Senior Project Manager	Senior Regulatory Specialist	Senior Ecologist B	Senior Planner B	Senior Engineer A	Senior Engineer B	Senior Engineer C	Senior Engineer E	Staff Regulatory Specialist	Staff Ecologist	Staff Planner	Staff Engineer II	Staff Engineer I	CAD Designer	Clerical	Phase Total Hours	Total Cost		
				\$233.88	\$161.25	\$143.61	\$134.58	\$76.89	\$106.59	\$189.75	\$119.31	\$118.41	\$112.53	\$65.64	\$60.81	\$81.90	\$105.51	\$78.15	\$69.60	\$69.66				
A	Wetlands and WOUS Boundary Delineation				2		10								32				10		54	\$3,698		
B	JD and COE Review						8								16					1	25	\$1,658		
C	ETS, Small Whorled Pogonia Habitat Assessment						4								8				2		14	\$933		
D	Phase 1A Archeological Investigation (if required)				4	16										32					52	\$5,349		
E	NWP 27				1	4								28					16	1	50	\$3,703		
F	Agency Response					6															6	\$807		
G	Survey (subcontractor)																				-	\$21,465		
H	TASK DELETED																				-	\$0		
I	Geotechnical Survey, Testing, and Reporting (subcontractor)																				-	\$10,954		
J	Stream Restoration Assessment and Hydrology								24	8	8						16	24			80	\$8,594		
K	Pre-Design Meeting				8								8								16	\$2,049		
L	Conceptual Stream Restoration Design	1	8	24					32	8	16		16			32		32	80		249	\$24,298		
M	Concept Plan Meeting				8								8								16	\$2,049		
N	Concept Plan Refinement		1	4					12		16		16						40		89	\$8,508		
O	Final Design Plan	1	4	24					32		48		32						80		221	\$22,632		
P	Final Design Plan Refinement		1						8				8						24		41	\$3,585		
Q	Utility Coordination (If necessary)										16										16	\$1,909		
R	Meetings and Coordination		8	16					8												32	\$4,440		
S	Pre-Bid Meeting and Responses to Bidder Questions			4					8								8				20	\$2,271		
T	CGP & SWPPP											8					24				32	\$3,480		
U	Construction Observation			20					32		64					320	320			5	761	\$74,238		
V	As-built Survey (subcontractor)																				-	\$15,147		
	<b>Subtotal Base Hours:</b>	2	22	115	26	22	156	16	168	8	88	28	56	384	368	56	252	7			1,774			
	<b>Subtotal Base Cost:</b>	\$468	\$3,548	\$16,515	\$3,499	\$1,692	\$16,628	\$3,036	\$20,044	\$947	\$9,903	\$1,838	\$3,405	\$31,450	\$38,828	\$4,376	\$17,539	\$488				\$221,769		
	<b>Optional Tasks</b>																							
W	Bridge Crossing Borings and Chemical Testing (subcontractor)																				-	\$2,268		
X	Subsurface Utility Evaluation (subcontractor)																				-	\$10,585		
Y	NWP #27 Photo Monitoring (3 Years)			3											24				12	3	42	\$2,268		
	<b>Subtotal Optional Hours:</b>	0	0	3	0	0	0	0	0	0	0	0	0	24	0	0	0	0	12	3	42			
	<b>Subtotal Optional Cost:</b>	\$0	\$0	\$431	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,459	\$0	\$0	\$0	\$0	\$835	\$209			\$15,121		
																						<b>Other Direct Costs:</b>	<b>\$6,866</b>	
																							<b>TOTAL COST (w/o Optional Tasks):</b>	<b>\$228,635</b>
																							<b>TOTAL COST (w/ Optional Tasks):</b>	<b>\$243,756</b>

**WOLFTRAP CREEK STREAM RESTORATION**

**Other Direct Costs**

April 9, 2015

<b>Other Direct Costs</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>
Travel - Transportation Mileage	8,272	\$0.575	\$4,756
Photocopying - B&W 8.5x11 (per page)	500	\$0.06	\$30
Photocopying - B&W 11x17 (per page)	100	\$0.12	\$12
Photocopying - Color 8.5x11 (per page)	100	\$0.42	\$42
Photocopying - Color 11x17 (per page)	400	\$1.04	\$416
Plots on Bond Paper- B&W (per sq. ft.)	3,000	\$0.37	\$1,110
Archival scanning of plans onto CD	5	\$75.00	\$375
Report Supplies (per report)	5	\$25.00	\$125
<b>Total Estimated Cost:</b>			<b>\$6,866</b>



THIS AGREEMENT is made and entered into effective April 9, 2015 (the "Agreement Date") by and between:

**"CLIENT"**

Name: TOWN OF VIENNA, VIRGINIA  
Address: 127 Center Street S Vienna, VA 22180  
Phone: (703) 255-6359 Fax:  
Representative: Gina Gilpin, CPPB - Purchasing Agent

**"Stantec"**

Name: STANTEC CONSULTING SERVICES INC.  
Address: 5209 Center Street Williamsburg, VA 23188  
Phone: (757) 220-6869 Fax: (757) 229-4507  
Representative: Travis Crayosky, Principal - Environmental Services

PROJECT NAME (the "PROJECT"):

Wolftrap Creek Stream Restoration: RFP 15-03

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required

approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

**Stantec's RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by Stantec, CLIENT agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that

the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the PROJECT shall reside with Stantec only to the extent defined in this AGREEMENT. In such case, Stantec shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the CLIENT.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, Stantec shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**LIMITATION OF LIABILITY:** The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against

all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec 's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec 's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the

subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

**TOWN OF VIENNA, VIRGINIA****STANTEC CONSULTING SERVICES INC.**

Gina Gilpin, Purchasing Agent  
Print Name and Title

Travis Crayosky, Principal - Environmental Services  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Attached to and forming part of the AGREEMENT BETWEEN:

TOWN OF VIENNA, VIRGINIA  
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.  
(hereinafter called "Stantec")

EFFECTIVE: April 9, 2015

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

[Click and enter in any format the details you wish to use to express Scope of Services]

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: April 27, 2015

Estimated Completion Date: [November 2016 (cursory estimate)]

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate **Stantec** as follows:

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

ADDITIONAL  
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

INSURANCE  
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.