



GWIN
DOBSON &
FOREMAN

CONSULTING ENGINEERS

March 1, 2012

Jefferson County Public Service District
340 Edmond Road, Suite A
Kearneysville, WV 25430

Attn: Susanne Lawton, General Manager

**RE: Professional Engineering Services Proposal
Cavaland and Glen Haven Water System Improvements**

Dear Susanne:

Per your request, Gwin, Dobson & Foreman, Inc. (GD&F) is pleased to present the following engineering services proposal for the Cavaland and Glen Haven Water System Improvements Project.

Understanding of the Project

GD&F recently completed a feasibility study for the Cavaland and Glen Haven water systems improvements. We are in the process of submitting a Preliminary Application to the IJDC funding agency. This proposal will serve as the engineering agreement for services associated with design and construction inspection of the Cavaland and Glen Haven Water Systems Improvements project. The project will consist of approximately 10,500 linear feet of 4-inch PVC Water Main; 3,750 linear feet of 2-inch HDPE water main; associated valves and fittings; 123 water service connections; blow-offs and air release assemblies; pavement and lawn restoration; well house improvements including minor structural repairs, new monitoring and control systems (SCADA), new chemical feed pumps, new well pumps, new hydropneumatic tanks, new 17,500 gallon water storage tank (Glen Haven only); chlorine/turbidity/production analyzers and meters; and new mechanical piping systems within the well houses.

Proposed Services

GD&F will provide the following services:

Task No. 1: Preliminary Design

- A. Conduct topographic survey, and perform One-Call (Miss Utility) notifications.
- B. Develop site plans.
- C. Develop proposed utility plans and profiles, cross sections, well house and hydropneumatic tanks, and electrical work.

- D. Develop details of the following: water lines, paving sections, water service connections, blow-off and air release assemblies, monitoring and control systems (SCADA), chemical feed pumps, well pumps, hydropneumatic tanks, water storage tanks, chlorine/turbidity/production analyzers, meters, mechanical piping, etc.
- E. Review drawings with JCPSD and revise as required.
- F. Permit and approval submissions to WVDEP, IJDC, Public Service Commission, WV Department of Health and WV Department of Transportation.
- G. Attend meetings with JCPSD.
- H. Perform project management.

Task No. 2: Final Design and Construction Specifications

- A. Modify plan drawings and details as needed per JCPSD and review agency comments.
- B. Develop Contract Documents and Technical Specifications.
- C. Perform final review with JCPSD of Final Drawings and Specifications.
- D. Complete Final Drawings and Specifications in form sufficient for funding agency and regulatory agency approval.

Task No. 3: Bid Phase Services

- A. Prepare Invitation to Bid to newspapers and bid exchanges.
- B. Distribute Bid Documents to prospective bidders.
- C. Maintain Bidders List.
- D. Review prospective contractor request for information and issue bid addendum as needed.
- E. Conduct Bid Opening in conjunction with JCPSD.
- F. Review apparent low bidder financial and technical qualifications.
- G. Tabulate bids, issue Bid Certification and provide Bid Award Recommendation.

Task No. 4: Resident Project Representative Services

- A. Provide Resident Project Representative (RPR) during construction phase to monitor and observe construction so that work is performed in accordance with plans and specifications.

- B. Observe all required testing (i.e. hydrostatic and leakage tests, compacting testing, etc.)
- C. RPR will complete a daily log of activities and record and document all shop drawings, submittals, test result and change/field orders.
- D. RPR will review Contractor's as-built drawings for completeness.
- E. RPR will attend Progress Meetings as required.

Task No. 5: Construction Administration Services

- A. Issue Notice-of-Award and Notice-to-Proceed to contractors.
- B. Distribute Conformed Documents and Construction Drawings.
- C. Conduct a preconstruction meeting with JCPSD, Contractor and RPR. Prepare agenda and meeting minutes.
- D. Schedule and conduct Progress Meetings during Construction Phase. Provide agendas and meeting minutes.
- E. Review Contractor's request for Payment Applications and prepare funding requisitions for reimbursement.
- F. Submit monthly reports to IJDC.
- G. Conduct Final Inspection and issue punchlist items.
- H. Project closeout.
- I. Compile as-built drawings for JCPSD.

Project Schedule

GD&F will initiate individual Task Numbers upon your authorization to proceed. The following is the anticipated schedule for the project.

- April 2012 – Project Commencement
- April 2012 thru September 2012 - Task No. 1 - Preliminary Design
- September 2012 thru December 2013 - IJDC Review and Authorization to Proceed
- December 2012 thru June 2013 - Task No. 2 - Final Design and Construction Specifications
- June 2013 thru December 2013 - PSC review of Final Design
- January 2014 thru March 2014 - Task No. 3 - Bid Phase
- April 2014 thru January 2015 - Tasks No. 4 & 5 - Resident Project Representative and Construction Administration

Proposed Fee

Upon authorization, GD&F will provide the above listed services at the following lump sum fee schedule:

- Develop Preliminary Design Drawings including existing topographic and utility survey and permit submissions.	\$ 25,000
- Develop Final Design Drawings and Construction Specifications	\$ 75,000
- Bid Phase Services	\$ 11,000
- Resident Project Representative services	\$ 50,000
- Construction Administration services	<u>\$ 20,000</u>
Total	<u>\$181,000</u>

JCPSD will reimburse GD&F for all permit fees based on the actual cost incurred.

GD&F will perform the services in accordance with our Standard Terms and Conditions attached hereto and made an official part hereof. If you concur with this proposal, please execute the authorization form attached and return one (1) copy to our office. If you have any questions, please contact me at your earliest convenience.

Respectfully submitted,
GWIN, DOBSON & FOREMAN, INC.



Mark Glenn, P.E.
President

Enclosures
MCH/aeH
prop/EngServicesProp/JeffersonCoPSD_3-1-12.doc
cc: Matt Harper, GD&F
File

ACCEPTANCE OF PROPOSAL

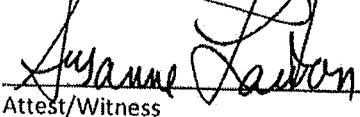
Jefferson County Public Service District hereby accepts the above technical and cost proposal for the Glen Haven and Cavaland Water Systems Improvement Project according to the attached Terms and Conditions.



Authorized Representative

3/5/2012

Date



Attest/Witness

GWIN, DOBSON & FOREMAN, INC. Proposal/Agreement Date: March 1, 2012
General Conditions for Name of Client: Jefferson County Public Service District
Consulting Services Project Name: Glen Haven/Cavaland Water System Improvements

These General Conditions are a part of each agreement between Gwin, Dobson & Foreman, Inc. (GD&F) and its client for the performance of consulting services. In these General Conditions, Gwin, Dobson & Foreman, Inc. who will be performing the services is called GD&F, the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

Section 1: Services by GD&F

- 1.1 **Scope of services; standard of care.** GD&F will perform the services described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both parties. In performing the services, GD&F will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. GD&F will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by GD&F.
- 1.2 **Estimates.** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by GD&F will represent its best judgment based on its experience and available information. However, Client recognizes that GD&F has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, GD&F does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by GD&F.
- 1.3 **Hazardous materials.** GD&F services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where GD&F is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to GD&F in writing shall entitle GD&F to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.
- 1.4 **Other contractors.** GD&F shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. GD&F services and/or presence at a site shall not relieve others of their responsibility to Client or to others. GD&F shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend GD&F against any claims arising out of such failures.
- 1.5 **Health and safety.** GD&F shall not be responsible for health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. GD&F shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. For separate consideration and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Client agrees to indemnify, hold harmless and defend GD&F to

the fullest extent permitted by law against any and all claims resulting from or related to bodily injury or death arising out of such conditions or deficiencies or the actions or failure to act of others, regardless of whether GD&F is claimed or deemed to have been negligent in connection therewith. So as not to discourage GD&F from voluntarily addressing health or safety issues while at Client's site, in the event GD&F does address such issues by making observations, reports, suggestions or otherwise, GD&F shall nevertheless have no liability or responsibility arising on account thereof, and Client's indemnify set forth above shall apply to any claims arising therefrom.

- 1.6 **Litigation support.** GD&F will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event GD&F is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse GD&F at a rate of \$575.00/day for each professional personnel used in the gathering of information and documents and attendance at depositions, hearings and the like.
- 1.7 **Confidential information.** Although GD&F generally will not disclose without Client's consent, information provided by Client or developed by GD&F in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in GD&F possession, or is obtained from third parties), GD&F shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. GD&F shall notify Client (in advance, except in emergency) of any such disclosure.
- 1.8 **No warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Section 2: Responsibilities of Client

2.1 Client requirements. Client, without cost to GD&F shall:

- (a) Designate to GD&F in writing a person to act as Client's representative with respect to the services.
- (b) Provide or arrange for access and make all provisions for GD&F to enter any site where services are to be performed.
- (c) Furnish GD&F with all available information pertinent to the services.
- (d) Furnish GD&F with all relevant information about site conditions and with topographic, property, boundary and right-of-way surveys, as needed.
- (e) Furnish GD&F with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
- (f) Notify GD&F promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide GD&F with any available documents describing the nature, location and extent of such materials, contamination or conditions.
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices GD&F has expressly agreed in writing to give.
- (h) Inform the owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.

- 2.2 **Hazards.** Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials except as expressly disclosed to GD&F in writing.
- 2.3 **Documents.** All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by GD&F are instruments of GD&F services and shall remain GD&F property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to GD&F, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without GD&F express written consent.

Section 3: Changes; Delays; Excused Performance

- 3.1 **Changes.** Unless this Agreement expressly provides otherwise, GD&F proposed compensation represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside GD&F's reasonable control (including changes of law) may develop which would require GD&F to expend additional costs, effort or time to complete the services, in which case GD&F will notify Client and an equitable adjustment will be made to GD&F compensation and the time for performance. In the event conditions or circumstances require the services to be suspended or terminated, GD&F shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 3.2 **Force majeure.** GD&F shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond GD&F reasonable control, and GD&F compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

Section 4: Compensation

- 4.1 **Rates.** Unless otherwise agreed in writing, GD&F shall be compensated for its services as its standard rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) reasonably incurred in its performance of the service.
- 4.2 **Invoices.** GD&F may invoice Client on a monthly or other progress billing basis, invoices are due and payable upon receipt by Client. On amounts not paid within thirty (30) days of invoice date, Client shall pay interest from invoice date until payment is received at the rate of 1.5% per month, or if less, the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it shall notify GD&F in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice, and shall pay the portion not in dispute.
- 4.3 **Suspension, etc.** If payment is not received within forty-five (45) days of the invoice date, GD&F may upon seven (7) days' notice suspend or terminate the services and receive compensation for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

- 4.4 **Collection.** Client shall reimburse GD&F for its costs and expenses (including reasonable attorneys' and witnesses' fees) incurred in any litigation for collection under this Agreement in which GD&F obtains a judgment in its favor.
- 4.5 **Taxes, etc.** Unless expressly agreed in writing, GD&F fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse GD&F for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide GD&F with a valid exemption certificate.

Section 5: Insurance; Dispute Resolution; Allocation of Risk

- 5.1 **Insurance.** GD&F will maintain workers compensation insurance as required by law; employer's liability, comprehensive general liability and automobile liability insurance each with coverage of at least \$1 million per occurrence and will furnish insurance certificates to Client.
- 5.2 **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations, and GD&F may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.
- 5.3 **Indemnification.** Client agrees to identify, hold harmless and defend GD&F from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which GD&F may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") based on or arising in whole or in part out of GD&F performance under this Agreement or out of Client's violation of law or breach of this Agreement; provided, however, that Client shall not be obligated to indemnify GD&F to the extent such damages are caused directly by the negligence or willful misconduct of GD&F.
- 5.4 **Indemnification regarding hazardous materials.** Client acknowledges that GD&F does not have any responsibility for pre-existing Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that GD&F compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for separate consideration and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless and defend GD&F against all Damages arising out of or related to any Oil or Hazardous Materials located at or removed from the site, including Damages such as costs of response or remediation arising out of the application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability or Damages arising out of GD&F negligence; provided, however, that Client shall not be required to indemnify, hold harmless or defend GD&F to the extent such Damages are caused directly by GD&F's gross negligence or willful misconduct.

- 5.5 **Limitation of liability.** GD&F liability for any and all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, or any other theory of liability, is limited to the total compensation received by GD&F from Client under this Agreement. In no event shall GD&F be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if GD&F has been advised of the possibility of such damages.
- 5.6 **Employee injury.** Client agrees not to plead or to bring an action against GD&F based on any claim or personal injury or death occurring in the course or scope of the injured or deceased person's employment with GD&F and related to the services performed under this Agreement.
- 5.7 **Defense.** Any defense of GD&F required to be provided by Client under this Agreement shall be with counsel selected by GD&F and reasonably acceptable to Client.

Section 6: Miscellaneous Provisions

- 6.1 **Notices.** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged facsimile.
- 6.2 **Assignment, etc.** Neither Client nor GD&F shall assign or transfer any rights or obligations under this Agreement, except that GD&F may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and GD&F, without the express written consent of both parties. The relationship between Client and GD&F is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.
- 6.3 **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Pennsylvania.
- 6.4 **Entire agreement, etc.** The written document of which these General Conditions are a part is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In no event will the printed terms on any purchase order, work order or other document provided by Client modify or amend this Agreement, even if it is signed by GD&F, unless GD&F signs a written statement expressly indicating that such terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings that comprise this Agreement, the other writings shall govern.