

**TOWN OF BERRYVILLE, VIRGINIA
REQUEST FOR PROPOSAL
PROFESSIONAL ENGINEERING SERVICES – WATER TREATMENT PLANT
RFP # 2022-03**

RFP ISSUE DATE: August 22, 2022

FACILITY TOURS: September 6, 2022 12:00, 1:30, 3:00 p.m. ET

QUESTIONS DUE: September 12, 2022, 12:00 p.m. ET

ANSWERS POSTED BY: September 19, 2022, 12:00 p.m. ET

SUBMISSION DUE DATE: September 28, 2022, 5:00 p.m. ET

SUBMISSION DELIVERY ADDRESS: Cynthia Poulin
Director of Finance/Treasurer Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

The Town of Berryville, Virginia is soliciting proposals from qualified engineering firms for design and construction phase services for a new water treatment plant to replace the existing plant and raw water facilities. Said engineering services address all phases of project development including: a preliminary engineering report, funding assistance, preliminary design, final design, permitting, bid phase assistance, construction phase services, and commissioning.

Community Overview

Berryville is the county seat and economic center of Clarke County (“County”). With just under 5,000 residents, Berryville is located within the Washington, D.C., Metropolitan Statistical Area. The County and the Town of Berryville (“Town”) have been recognized nationally for their combined efforts to maintain the rural and agricultural nature of the community while creating a commercial and residential base in Berryville.

The Town supplies its water through an intake facility on the Shenandoah River which receives and screens river water and then pumps the untreated (“raw”) water to the existing Berryville Water Treatment Facility. The Treatment Facility consists of a Neptune Microfloc package system built in 1984 that includes an Adsorption Clarifier and a Mixed Media Filtration System, after which the water is disinfected, flows through an underground clear well for disinfection contact time and storage, and is pumped through one of two high service pumps to the Town’s transmission and distribution system. The package system, clear well, and high-service pumps are all within a single structure. The structure’s foundation, the walls below ground level, and the floor at the entrance level are reinforced concrete. On top of the entrance-level floor is an insulated prefabricated metal superstructure housing the package system, electrical switchgear and controls, and an operator laboratory. The Town is currently meeting all quality drinking water standards from federal and state regulations. However, the package system, the metal superstructure and roof, the high service pumps, and the electrical system are at or beyond their service life and show significant signs of wear and metal corrosion as well as difficulty in ordering replacement parts.

The intake, raw water pumping, treatment, and high-service pumping as a system are permitted by the Virginia Department of Health for a capacity of 864,000 gallons per day, and the water intake and raw water pumping and water treatment facility can achieve that capacity. The high-service pump station is limited to 754,000 gallons per day as a result of internal constraints, thereby this limitation determines how much treated water can be delivered into the distribution system.

The Town's monthly average water pumped into the distribution system varies between 260,000 gallons per day to near 400,000 gallons per day. For the period between September 2017 through August 2018, the annual average daily volume of water pumped to the distribution system was 325,000 gallons per day. Historical growth within the Town averaged approximately 0.5% per year through 2010 but accelerated to near 0.9% per year in the decade between 2010 and 2020, according to census data. If growth continues at this higher pace, the maximum day demand could reach 0.8 MGD by 2060.

The water transmission and distribution systems consist of an interconnected network of water mains within two pressure zones, and include two elevated water tanks, one ground storage tank, and a booster pump station. The distribution system beyond high service pumping is beyond the scope of this RFP.

Scope of Services

The Town of Berryville is seeking a professional engineering firm to provide engineering services for the design, permitting, bidding, construction, and commissioning of a new water treatment plant to replace the existing package plant and high-service pumping. The condition of the clear well shall be evaluated with a recommendation to replace or rehabilitate. The existing intake screens and raw water pumping station shall be evaluated with recommendations to replace or rehabilitate. Except for any work needed at the intake and raw water pumping site, the Town desires that all proposed improvements under this project be within the property owned by the Town that serves as the location of the current water treatment plant.

Project Management

Manage the project team and subconsultants, manage regular communication and coordination with Town staff, project budget and schedule, quality assurance and quality control, and other management activities necessary to meet the Town's project objectives.

Funding Assistance

Provide advice and guidance to the Town on available opportunities for grant funding, loan forgiveness, or below market rate loans available to assist with the financing of the project. Assist with funding applications and approval processes authorized by the Town; conform to any funding agency covenants to which the Town is obligated in all phases of engineering serves.

Preliminary Engineering Report

Perform a study phase evaluation and prepare a preliminary engineering report (PER) to include: (1) all PER requirements of the Virginia Department of Health (VDH); (2) future water demand forecasting and recommendation for the capacity of new water treatment facilities; (3) an evaluation of the water intake and raw water pump station with an identification and evaluation of alternative improvements and a recommendation; (4) identification and evaluation of alternatives for replacement of the water

treatment facilities from chemical feed and rapid mix through filtration; (5) evaluation and recommendations for rehabilitation or replacement of the clear well; (6) evaluation of alternatives for the replacement of high service pumps; (7) a recommended basis of design including other equipment (chemical storage and feed, control systems, electrical systems, HVAC and plumbing systems, etc.); (8) a basic site plan for the recommended alternative and other feasible alternatives considered and a floor plan for new proposed buildings; (9) identification of environmental impacts and mitigation associated with the project; (10) identification of construction challenges and proposed mitigation; cost estimates for feasible alternatives to include life cycle estimates for alternative comparisons; (11) identify permits required; (12) identify project schedule; and (13) identify how sustainability is addressed.

Preliminary Design

For the water treatment plant and related improvements (including the raw water intake and raw water transmission improvements): complete topographic and site field surveying (to include boundary survey of water plant property) and geotechnical services, confirm floodway and floodplain conflicts, confirm if any property acquisition is required (if property must be acquired, including easements, firm will provide plats of property to be acquired), confirm environmental impacts and coordinate specification of any remedial requirements, perform required archaeologic/historic/cultural resource review and coordinate specification of any remedial requirements, perform subsurface utility engineering, evaluate electrical demand of proposed improvements and confirm adequacy of supply from electrical grid, provide preliminary design drawings of all major structures and equipment to include structural, mechanical and electrical requirements, prepare an outline of technical specifications required, and develop preliminary process monitoring and control requirements. Prepare a Preliminary Opinion of Total Project Costs and an updated Project Schedule. Updated costs and schedule provided to the Town Manager (timing of submission of preliminary costs and schedule may be determined by Town's need for information to apply for project funding).

Final Design

Prepare complete drawings, technical specifications, and front-end documents necessary for obtaining required permits and delivering complete bid documents in accordance with the Town's objectives as agreed at the completion of preliminary design. Provide the Town Manager with a detailed confidential Probable Opinion of Total Project Cost.

Agency Permitting

Prepare applications for all required federal, state and local permits (except permits appropriately specified for contractor to obtain) for Town's signature, monitor permit application review and approvals, provide all documents including revisions to drawings or specifications deemed necessary to obtain approvals.

Attend regulatory agency meetings and provide support to Town staff before, during, and after such meetings. These meetings will likely be required during development of the PER, preliminary design, and final design, and during construction phases of the project.

Bid Phase Assistance

Assist Town with advertising of the project for bids, hold and preside over pre-bid conference, receive and address all questions and concerns from bidders and issue appropriate addenda, attend bid opening, and evaluate bids for responsiveness and bidder qualification and prepare a recommendation to the Town for contract award.

Construction Administration

Provide necessary engineering services during construction to include coordinating the proper execution of construction contracts, scheduling and presiding over a preconstruction conference, serve as Owner's representative in managing and interpreting the construction contract, conduct submittal and shop drawing reviews as ENGINEER, preside over periodic progress meetings, provide construction observation services, receive and interpret RFIs, prepare and coordinate execution of necessary change orders, review applications and recommend progress payments, prepare minutes and other necessary documentation; and provide other engineering services generally needed during construction projects of similar type.

Commissioning and start up

Provide contract requirements for commissioning and observe implementation and interpretation of contract documents. Prepare an Operations and Maintenance Manual that incorporates equipment O&M Manuals meeting the requirements of the Virginia Department of Health, and enforce contract requirements for operator training by various equipment manufacturers.

Assist Town staff with plant start up.

Demolition of Abandoned Facilities

Provide for demolition of abandoned facilities at the time appropriate when old facilities will no longer be required.

Conformed set of plans

Provide a conformed set of plans to Town. Conformed plans will be developed utilizing bid drawings that are updated to include: addenda issued during the bid process, all awarded alternates, approved changed orders, and field changes. Conformed plans will reflect as-built conditions.

Facility Tour

The Town will schedule up to three facility tours for engineering firms that are interested in responding to this offering and would like to see the Town's facilities before they complete their response. Because of limited parking and other constraints, the number of participants in tours will be limited and tour slots will be granted on a first-come basis.

Tour participants are required to:

- Request and receive a tour slot
- Sign required waiver
- Follow established rules

The Town reserves the right to bar/remove anyone from its water facilities for any reason.

Tour details will be posted on the Town of Berryville's website (www.berryvilleva.gov) before August 25, 2022.

Participation in a tour is not a prerequisite for submission of a response to this request.

Procedures

All proposals shall be concisely written to convey the following information in order:

1. History and organization of the Applicant; identify subconsultants. Firm approach to the project, including project management and quality assurance, and specific services assigned to each subconsultant.
2. Firm's technical experience in water treatment engineering, to include summaries of five projects of similar work successfully performed within the past ten years, along with client contact information (references).
3. Project organizational chart and concise resumes of proposed project team and subconsultants who may be used by the firm.
4. Outline of firm's approach to providing the services required by this RFP and proposed project timeline.
5. Evidence of firm's license to practice professional engineering in the Commonwealth of Virginia, evidence of registration with the State Corporation Commission to do business within Virginia, and evidence of general liability, professional liability, auto liability, and worker's compensation insurance.

Review and Award

To be considered for selection, respondents must submit a complete response to this Request for Proposal. Failure to do so may result in the rejection of the proposal. An authorized representative of the firm must sign the proposal.

The Town will review and evaluate the proposals and may identify the Applicant whose qualifications are most meritorious on the basis of information provided in the proposal or may develop a "shortlist" and conduct face-to-face interviews, in which case information provided through the interviews may also be considered. Town will require firm(s) chosen for interviews to submit non-binding cost proposals and firm fee rate/schedule. The Town will consider the following criteria in determining the most meritorious proposal:

- Firm qualifications
- Project Team qualifications
- Record of past performance of similar projects, including review of references
- Firm's approach to the project and proposed timeline

Please submit responses (including 1 original and 10 copies) via mail or deliver a physical copy to:

**Cynthia Poulin, Director of Finance
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611**

Email or facsimile submissions will not be accepted.

All responses must be received by the Town of Berryville no later than 5:00 p.m. ET on September 28, 2022. Responses via mail shall arrive by the due date and time to be accepted.

Term of Contract

The Town reserves the right to extend this contract for related services upon mutual agreement between the Town and the selected firm.

The Town reserves the right to negotiate terms with the selected firm for services other than those specifically stated in this informal Request for Proposal ("RFP") in the best interest of the Town and agreed to by the firm.

Applicants are encouraged to provide additional information not specifically identified as a requirement if that additional information is applicable to this RFP.

Cost of submission preparation is the sole responsibility of the applicant.

All work produced by the selected firm shall be the property of the Town and the firm shall be deemed to have assigned any copyrights and any other rights exclusively to the Town.

This RFP does not commit the Town to enter into an agreement with any firm and is not a guarantee for contract. At its own discretion, the Town may reject any and all proposals, and may modify or terminate the application or selection processes without prior notice. The Applicant certifies that the information contained in the submittal is true and correct to the best of their knowledge. The Town is not responsible for damage or loss of materials submitted. Failure to comply with all requirements of this RFP will result in a rejected proposal.

Timeline for Review of Submissions

Proposals due	by 5:00 p.m. ET on September 28, 2022
Firm(s) selected for interview notified	on or before 5:00 p.m. ET on October 17, 2022
Initial interviews held (anticipated)	Week of October 23, 2022.
Award (anticipated)	Week of November 13, 2022

Physical copies (**including 1 original and 10 copies**) of proposal submissions will be accepted at the Town of Berryville Business Office at the address above. No email or facsimile submissions will be accepted. The Town of Berryville is not responsible for delays in the delivery of the proposal.

All applicants shall abide by all applicable state and federal laws. The Town does not discriminate against small and minority businesses or faith-based organizations.

Any questions or comments concerning this Request for Proposal shall be directed in writing by email to:
Cynthia Poulin, treasurer@berryvilleva.gov

The Town of Berryville has the ability to amend the offering as required.

Please see attached General Terms and Conditions for Requests for Proposals.

Anticipated Timeline of Water Treatment Plant Project

Secure engineering services	August 22, 2022 - December 13, 2022
Completion and review/approval of preliminary engineering report	January 2023- June 2023 *
Design and review/approval	July 2023 - March 2024
Procure contractor	April 2024 – September 2024
Construction, commissioning, and demolition of abandoned facilities	October 2024 to June 2026

* It is likely that preliminary budget estimates will have to be produced prior to the completion of the PER to meet funding deadlines.

Town of Berryville

General Terms and Conditions - Requests for Proposals

These General Terms and Conditions are required for use in written solicitations issued by the Town of Berryville, Virginia herein after referred to as "Town" for procurements.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

EMPLOYMENT DISCRIMINATION PROHIBITED: Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

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

- A) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Town from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR RFPs: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

BILL PAYMENT POLICY: The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS: All offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the contractor's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

To Subcontractors: A contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for proposal. The Town requires minimum insurance amounts as recommended by the Virginia Risk Sharing Association. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

Excess Liability-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).
Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period).
Cyber or Identity Breach liability-\$1,000,000 each identity breach
Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period).
Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

The Town shall be a named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

HOLD HARMLESS AGREEMENT: Contractor shall attach to each liability insurance policy, with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood an agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS: During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- F) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.