



October 25, 2022

Town of Chase City  
Mr. Dusty Forbes  
319 North Main Street  
Chase City, Virginia 23924  
(Sent Via Email: [cctownmanager@gmail.com](mailto:cctownmanager@gmail.com))

**Re: North Main Street & Dodd Street  
Intersection Improvement Plan**

Mr. Forbes,

B&B Consultants, Inc. appreciates the opportunity to work with the Town of Chase City (Client) to develop an intersection improvement plan for North Main & Dodd Street within the Town of Chase City (Mecklenburg County) Virginia; see Contract Exhibit A. It is understood that the area of land disturbance required for construction will be less than 1.0 acre, therefore not require a Virginia Stormwater Management Program (VSMP) permit and associated water quality and quantity calculations.

**Scope of Design Services:**

B&B proposes to provide the following services for the fees listed below:

**Intersection Site Plan ..... \$4,500 (Four Thousand Five Hundred Dollars - Lump Sum Fee)**

- Perform Topographic survey with property boundary confirmation of the project area containing approximately +/- 1.0-acres and as necessary for the proposed intersection improvements.
- Develop an intersection improvement plan to include layout, grading, and drainage plans.
- Develop erosion and sediment control plan(s) for improvements in accordance with the Virginia Erosion and Sediment Control Handbook, current edition.
- Develop the necessary improvement details and basic specifications on the construction plans.
- Coordinate with Client and all other consultants necessary to provide a complete site plan meeting the Clients requirements.

**Option A - Boundary Plat .....\$500 (Five Hundred - Lump Sum Fee)**

- B & B Consultants, Inc. will conduct the necessary field work and property research to establish and produce a property boundary plat for parcel 20305 located at 831 N. Main Street containing approximately 0.3 +/- acres for property acquisition & negation purposes.

**Option B - Boundary Plat w/ Right-of-Way Dedication ...\$500 (Five Hundred - Lump Sum Fee)**

- B & B Consultants, Inc. will conduct the necessary field work and property research to establish and produce a property boundary plat for parcel for parcel 20305 located at 831 N. Main Street containing approximately 0.3 +/- acres including the necessary right-of-way dedication to the Town of Chase City as associated with the intersection improvements.

**Deliverables:**

- Preliminary intersection improvement plan for approval by Client.
- 100% complete plans and specifications (approved set) for Client’s use (electronic copy and two paper copies)

**Services Not Included:**

Any work outside of the scope outlined above is considered additional and shall be billed hourly based on the attached rate schedule. Specifically excluded include:

- Topographic and boundary survey not specified above and/or shown on Contract Exhibit A
- Site lighting
- Geotechnical testing, borings, reports, etc.
- Owner will pay all plan submittal fees

**Agreement:**

This agreement between B&B Consultants, Inc. and the Town of Chase City (Client) consists of this Scope of Services including Fees, Standard Terms and Conditions of Agreement, and the Schedule of Hourly Billing Rates and Reimbursable Expenses (attached hereto).

If this agreement satisfactorily meets the understanding between us, please sign in the space provided below and return one copy for our files. We appreciate the opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

B & B CONSULTANTS, INC.



Samuel P. Carroll, P.E.  
C.E.O. / Managing Partner  
Civil Engineer

**Client Authorization:**

The Town of Chase City agrees with the Scope of Services and Fees and is subject to all terms and conditions and provisions therein:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

# North Main Street & Dodd Street Intersection Improvement Plan

## Contract Exhibit A





**Standard Hourly Rates and Reimbursable Expenses Schedule**  
(subject to periodic review and adjustment)  
June 2022

<u>Description</u>	<u>Hourly Rate</u>
Engineer - Level 1.....	\$160
Engineer - Level 2.....	135
Engineer – Level 3.....	110
Project Manager.....	125
Environmentalist – Level 1.....	155
Environmentalist – Level 2.....	125
Environmentalist – Level 3.....	110
Design Technician - Level 1.....	110
Design Technician - Level 2.....	100
Design Technician - Level 3.....	85
CADD Technician - Level 1.....	85
CADD Technician - Level 2.....	75
CADD Technician - Level 3.....	65
Lab Technician.....	60
Professional Land Surveyor.....	90
Survey Field Crew Standard Rate (portal-to-portal / min 48 hr. notice / 4 hr. min).....	150
Survey Field Crew Accelerated Rate (portal-to-portal / 4 hr. min).....	240
Resident Representative (Construction Inspector).....	80
Drone Flight.....	225
UTV Rental:	
• Per Day.....	165
• Per Week.....	375
• Per Month.....	800

Printing Services

<u>Copies:</u>	
8½x11 (B&W).....	\$0.30/page
11x17 (B&W).....	\$0.55/page
24x36 (B&W).....	\$2.20/sheet
<u>Plotted Prints:</u>	
18x24 (B&W).....	\$2.20/sheet
24x36 (B&W).....	\$4.40/sheet
30x42 (B&W).....	\$5.50/sheet
All color copies and prints are B&W rate x2	

Reimbursable Expenses

Mileage (auto).....	\$0.58/mile
Wooden Stakes.....	\$1.00/stake
Iron Pins.....	\$3.00/pin
Engineer’s Consultants.....	cost plus 15 percent

## **B & B CONSULTANTS, INC.**

### **STANDARD TERMS AND CONDITIONS OF AGREEMENT**

The engagement of B & B Consultants, Inc. (B&B) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and B&B.

1. The fee estimate for the proposed Scope of Services is valid for 90 days from the date of Proposal.
2. Payment to B&B is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
4. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
5. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, B&B shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
6. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to B&B within 45 days of the date of invoice, B&B may, without waiving any other claim or right against Client, suspend services under this Agreement until B&B has been paid in full all amounts due B&B and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. If B&B is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges B&B's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services B&B shall be entitled to expenses incurred in the interruption and resumption of its services.
7. B&B agrees to carry the following insurance during the term of this Agreement:
  - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
  - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
  - Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
  - Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
    - Bodily Injury \$500,000 each person \$500,000 each occurrence
    - Property Damage \$100,000 each occurrenceCertificates of Insurance will be furnished upon request.

If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse B&B for such additional expense.

8. The Client and B&B shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
9. B&B shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of B&B.
10. B&B shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by Client under this Agreement.
11. In the performance or furnishing of professional services hereunder, B&B, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care"). Consistent with this Standard of Care, the services shall conform to

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

12. B&B shall not be required to sign any documents, no matter by whom requested, that would result in B&B having to certify, guaranty or warrant the existence of conditions whose existence B&B cannot ascertain. Any certification provided by B&B shall be so provided based on B&B's knowledge, information and belief subject to the preceding sentence, and shall be given in B&B's professional opinion consistent with the Standard of Care. B&B shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
13. Client hereby agrees that to the fullest extent permitted by law, B&B's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to B&B's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).
14. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by B&B pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by B&B for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to B&B; and the Client, shall release, indemnify and hold harmless B&B from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle B&B to additional compensation at rates to be agreed upon by B&B and the third person or entity seeking to reuse said documents.

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

15. To the extent permitted by law, B&B retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized B&B representative. Subject to Term No. 14 above, B&B licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.
16. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
17. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or B&B, or their employees, sub consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption, however the same may be caused.
18. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
19. B&B's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce B&B's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify B&B from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.