



VIA EMAIL ONLY

June 7, 2022

Honorable Don E. McCourt, Mayor
Town of Addison
146 McGraw Avenue
Webster Springs, West Virginia 26288

RE: Proposal for Engineering Services
Storm Sewer Replacement/Extension Project
Town of Addison
Potesta Project No. 0101-20-0351

Dear Mayor McCourt:

Potesta & Associates, Inc. (POTESTA) appreciates the opportunity to submit this proposal to commence with the design for the storm sewer replacement/extension project for the Town of Addison (Town). This project is being undertaken through funds awarded from the 2021 Community Development Block Grant - Mitigation (CDBG-MIT) to the Town of Addison.

SCOPE OF SERVICES

Task 1 – Design Engineering

POTESTA will attend one Town council meeting per month to keep you apprised of the status of the project. In the interim, we will provide weekly project status updates via email.

POTESTA will assist with preparing applications for the following permits anticipated to be required for this project:

West Virginia Division of Highways (WVDOH) – MM-109 Highway Occupancy Permit: Proposed construction may encroach on WVDOH right-of-way. Thus, the WVDOH District 7 office will be contacted, and a MM-109 permit prepared and submitted for approval by District 7. This permit, when approved, will grant permission for construction activities within the WVDOH right-of-way.

West Virginia Department of Environmental Protection (WVDEP) – National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit: An NPDES permit is required if soil disturbance for a construction project is expected to exceed 1 acre. POTESTA will determine

the anticipated amount of soil disturbance that may occur as a result of construction activities and submit an application if disturbance is determined to exceed 1 acre.

US Army Corps of Engineers (USACE) Nationwide Permit: Construction of the proposed system will include the installation of multiple outfalls along the Elk and Back Fork Elk rivers. Installation of the outfalls and associated erosion protection will require a USACE Nationwide Permit. POTEESTA will coordinate with the USACE to obtain the appropriate Nationwide Permit.

POTEESTA will also obtain temporary construction easements necessary for completion of the project and permanent drainage easements necessary for future maintenance.

While aerial surveying (see Task 2 below) is being completed, POTEESTA will contact WVDOH District 7 to request copies of record plans for WVDOH projects along WV Route 15 and WV Route 20 within the Town. POTEESTA will review these documents to locate potential existing sewer lines, water lines, right-of-way lines, and drainage structures (drop inlets, ditches, culverts, etc.). POTEESTA will use drainage structures located on the record plans, publicly available topographic mapping, and other information gathered via discussion with the Town and field observations to determine the anticipated drainage areas from which stormwater runoff flow toward the Town which may be intercepted by proposed stormwater lines. POTEESTA will use these drainage areas to determine the peak flow rate of stormwater runoff during the 2-year, 5-year, and 10-year, 24-hour design storms for the area based on Rational Method or NRCS TR-55 methodology.

POTEESTA will determine the flow capacities of various pipe sizes based on available grades, then compare these capacities to the results of the preliminary hydrologic calculations to determine the design storm which the system may accommodate. POTEESTA will then discuss these findings at a progress meeting to obtain concurrence from the Town.

During preliminary design, POTEESTA will coordinate with WVDOH regarding components of the proposed stormwater system which may impact WVDOH drainage features.

After final topographic mapping is completed, POTEESTA will complete a comprehensive design and analysis of the proposed stormwater system using the Storm Water Management Model (SWMM) software. Anticipated support calculations, such as inlet sizing, inlet spacing, and outfall erosion control will be based primarily on methodology described in the 2007 WVDOH drainage manual.

POTEESTA will prepare construction drawings, technical specifications, an engineer's construction cost estimate, and a contractor's bid form. The contract documents will be developed in accordance with the standards required by the Community Development Block Grant. POTEESTA will also include language to indicate that construction activities in the Elk and Back Fork rivers are to be minimized due to their status as trout streams.

The following drawings are anticipated:

1	Cover and Index Sheet
1	General Notes Sheet
7	Existing Conditions Plan
7	Proposed Stormwater Plan
7	Erosion and Sediment Control Plan
6	Drainage Profiles (Stormwater System and Outfalls)
3	Miscellaneous Details
32	Total Estimated Drawings

After completion of the final system design and contract documents, POTESTA will prepare and submit a calculations brief to the Town.

Task 2 – Special Services (Mapping)

POTESTA has contracted with Kucera International, Inc. (Kucera) to conduct an aerial photo and LiDAR flyover of the Town. Imagery and LiDAR data from this flyover will be used to develop topographic mapping of the Town for detailed design. POTESTA will send a survey crew to survey Photo ID control point locations for mapping control of Kucera's flyover. Kucera anticipates the mapping will be completed in 30 to 45 days after receipt of ground control and flight data. If features considered necessary for design of the stormwater system are obscured in the aerial survey, POTESTA will send a survey crew to locate the obscured features.

POTESTA will contact Webster Springs Public Service District and West Virginia American Water to obtain mapping of existing sewer and water lines within the project area. POTESTA will also call Miss Utility to have those contacted to locate the utilities underground infrastructure in the project area, which will then be added to the drawings.

POTESTA will develop final topographic mapping from the aerial and ground survey information to be used in detailed design.

Task 3 – Construction Administration

POTESTA will conduct an onsite pre-bid conference, manage distribution of the contract documents to bidders and the Contractor's Association of West Virginia, develop a bid tabulation, evaluate the bids, and make a recommendation to the Town. Following award of the contract, POTESTA will conduct a pre-construction meeting with the selected contractor. During construction, POTESTA will provide engineering and office support as necessary to our construction monitoring technician.

We will also evaluate the contractor's pay applications and coordinate with Region 4 Planning and Development Council who is administering this grant.

After construction is completed, POTESTA will prepare a summary report and provide copies of the record drawings to the Town for reference during future maintenance or projects.

Task 4 – Construction Monitoring

POTESTA will provide full-time quality assurance/quality control monitoring of the project during construction. Our technician will observe and document construction performed by the contractor. We will complete daily field activity log forms in the field documenting daily observations and photographs. We will also complete sampling and confirmation testing to verify that work is in accordance with the project specifications. A weekly construction report with daily logs attached will be provided to the Town.

SCHEDULE AND COST

Costs for Tasks 1 through 4 are based on the information included in POTESTA’s Preliminary Engineering Report (PER) dated July 1, 2021:

Design Engineering*	\$ 260,000
Special Services (Mapping)	\$ 25,000
Construction Administration	\$ 75,000
Construction Monitoring	\$ 220,000
Total Engineering Cost:	\$ 580,000

* Includes cost of PER.

The cost of developing the PER is covered under POTESTA’s February 23, 2021 proposal to the Town for the lump sum of \$40,000, which was included in the cost estimate contained in the PER as part of Design Engineering. POTESTA’s estimated cost for the storm sewer replacement/extension project is \$540,000. This cost will be billed on a percent complete basis for the design engineering, special services (mapping), and construction administration tasks. The construction monitoring task will be billed on an hourly basis.

Our services are provided in accordance with the Master Services Agreement between the Town and POTESTA dated February 23, 2021. By signing and dating below, this document will serve as our authorization to proceed with the scope of services described above.

Please complete the invoice routing information below to include the name and address to whom the invoice should be sent and any individuals that should receive copies.

Honorable Don E. McCourt, Mayor
June 7, 2022
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CLOSING

We look forward to working with you on this important and very needed project.


Sincerely,

POTESTA & ASSOCIATES, INC.



Dana L. Burns, PE
Vice President

DLB/clr

AUTHORIZATION (Signature Required to Proceed)	
	6/14/22
Signature	Date

POTESTA Invoice Routing Information (Client to Complete)	
Name:	Title:
Mailing Address:	
Telephone:	Email:
Copies to:	
<input type="checkbox"/> Check here if invoice addressee/address is same as proposal.	

Project No. 0101-20-0351

WV DEPARTMENT OF ECONOMIC DEVELOPMENT

CDBG-MITIGATION

TERMS AND CONDITIONS

CONTRACTS FOR ALL PROFESSIONAL SERVICES

**CONTRACT FOR PROFESSIONAL SERVICES
PART I – TERMS AND CONDITIONS**

1. Termination of Contract for Cause

If through any cause the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Subrecipient shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Subrecipient, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the Contract by the Consultant and the Subrecipient may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Consultant is determined.

2. Termination for Cause and Convenience of the Subrecipient

The Subrecipient may terminate this Contract at any time by giving at least thirty (30) day's notice in writing to the Consultant. If the Contract is terminated by the Subrecipient as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant.

3. Reports and Information

The Consultant, at such times and in such forms as the Subrecipient may require, shall furnish the Subrecipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.

4. Copyrights and Inventions

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

5. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Subrecipient to assure proper accountability for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Subrecipient, HUD, the Comptroller General of the United States, the State of West Virginia, or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted to the Subrecipient.

6. Changes

The Subrecipient may, from time to time, request changes in the scope of services of the

Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Subrecipient, Consultant, and the State of West Virginia shall be incorporated in written amendments to this Contract.

7. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Subrecipient harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

8. Nondiscrimination

P.L. 88-352: Refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Implementing regulations are found in 24 CFR Part I. P.L. 90-284: Refers to Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601-20 et. seq.) popularly known as the Fair Housing Act which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap, or familial status. The Subrecipient further certifies that it will take actions necessary to affirmatively further fair housing. Executive Order 11063, as amended by Executive Order 12259, requires that taking of all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use of occupancy thereof. Implementing regulations are contained in 24 CFR 107.

Section 109 of P.L. 93-383 requires that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds.

Section 109 of the Act further provides any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply.

The Subrecipient shall ensure that its activities are consistent with requirements of both § 5-11A which discusses the additional protected classes under the West Virginia State Fair Housing Act and § 5-11 which discusses the additional protected classes under the West Virginia State Human Rights Act.

9. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. Architectural Barriers Act of 1968 (24 CFR 570.606)

Every building or facility (other than a privately owned residential structure) designed, constructed or altered with funds made available under this part, shall comply with the requirements of the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117, 1-R 19 subject to the exceptions contained in 41 CFR Subpart 101-19.604, issued pursuant to the Architectural Barriers Act of 1968, 42 USC-4151. Procurement procedures and Contracts for the design, construction alteration (including rehabilitation) of public or private structures subject to this requirement should include provisions obligating the Contractor to comply with the Specifications.

11. Interest of Member of a Subrecipient

No member of the governing body of the Subrecipient and other officers, employees or agents of the Subrecipient and the Regional Planning and Development Council who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in the Contract and the Consultant shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in the Contract, and the Consultant shall take appropriate steps to assure compliance.

13.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

14. Rights to Inventions and Materials




Contracts or agreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields which directly concern public health, safety or welfare; or experience outside of work funded by federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract or agreement are subject to the regulations issued by the federal grantor agency. Although HUD presently has no regulations governing these matters, use of the following contract provisions reflects current Department policy:

a. If the Contractor or an employee of the contractor produces patentable items, patent rights, process or inventions as a result of this agreement, the Contractor shall promptly and fully report such production to the Regional Planning and Development Council which shall in turn report it to HUD. HUD shall determine whether protection on such invention or discovery shall be sought in the name of the United States Government and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy."

b. If the Contractor or an employee of the Contractor produces a book or other copyrightable material as a result of this agreement, the author or authors may copyright the book or material, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government purposes.

15. Access to Records

All negotiated contracts awarded by Subrecipients shall include a provision to the effect that the Subrecipient, HUD, the State of West Virginia, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and descriptions.

	
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<i>Subrecipient Signature</i>	<i>Date</i>
	
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<i>Vendor Signature</i> POTESTA & ASSOCIATES, INC	<i>Date</i>