



## CITY OF WASHINGTON, ILLINOIS City Council Agenda Communication

**Meeting Date:** 3/2/2026

**Prepared By:** Dennis Carr – City Engineer

**Agenda Item:** Engineering Agreement – Citywide Facility Needs Study

### **Discussion:**

The need for a comprehensive Citywide Facility Needs Study was first identified during the FY 20/21 budget process, at which time \$100,000 was allocated in the Building Maintenance Fund to hire a professional consultant to evaluate City-owned facilities. The intent of this study was to assess the condition, functionality, and adequacy of existing buildings relative to current operations and anticipated future departmental needs versus the construction of new facilities that would be built to serve each department for years to come. Due to multiple turnovers in the City Administrator position, the study was delayed and never formally launched.

Since that time, space constraints and operational inefficiencies have become more pronounced. City Hall and the Police Department have exhausted available office space. Any additional office space will require modifications to the layouts and/or the building itself to accommodate.

Public Works operations are currently split among multiple locations, requiring staff to travel between facilities to access vehicles, equipment, and materials. This results in inefficiencies, lost productivity, and increased operational costs.

These issues are expected to intensify as staffing levels, service expectations, technology requirements, and regulatory obligations continue to evolve. Without a coordinated, data-driven plan, future facility decisions risk being reactive, piecemeal, and more costly over time.

To address these challenges, staff has worked with Dewberry to develop a phased scope of services that allows the City to proceed in a fiscally responsible manner. During contract discussions, it was determined that the original \$100,000 allocation from FY 20/21 is no longer sufficient to complete a comprehensive study due to scope, inflation, and current market conditions. As a result, the scope was structured to clearly define a Base Scope of Services, with additional elements that can be advanced in future budget cycles. This approach provides transparency, flexibility, and clear cost benchmarks for both staff and Council moving forward.

Council discussed this approach at a past meeting and recommended that we have separate contracts for each phase instead of break points in a larger contract.

### **Fiscal Impact:**

While this item was not included in the current fiscal year budget, the original \$100,000 allocation placed in the Building Maintenance Fund in FY 20/21 remains available and can be applied toward the study. Staff proposes to utilize these existing funds to initiate the project and then budget for the remaining balance as part of the upcoming budget cycle.

**Action Requested:** Staff requests for approval of the Engineering Agreement with Dewberry to perform the Citywide Facility Needs Study Phase 1: Tasks 1, 2,&3 at a cost not to exceed \$99,005.00.

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**RETURN TO:** Dewberry Architects Inc.  
401 SW Water St.  
Peoria, IL 61602  
P: 309-282-8000

**CLIENT:** City of Washington  
301 Washington St.  
Washington, IL 61571

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**PROJECT INFORMATION**

**Name:** City of Washington Citywide Facility Study

**Dewberry Job #:** 50189826

**Dewberry BU:** 8810

**Contract Effective Date:** 5 February 2026

**Dewberry PM:** Clemens

**Contract Expiration:** 30 June 2027

**A. Method of Payment and Contract Amount**

See attached *Proposal of Services for Washington, IL Citywide Facility Study*, and in accordance with the terms as included in the Attachments to this Agreement

The standard billing rate schedule (Attachment A, dated 06.01.2025) are attached hereto and made a part of this Agreement.

**B. Terms and Conditions**

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated Rev. 10.2020) for Dewberry's Services are attached hereto and made a part of this Agreement.

**C. Description of Services**

See attached *Proposal of Services for Washington, IL Citywide Facility Study*. The Proposal is broken into a base contract and Additional Services, labeled "Service #" for ease of adjustability to the Client.

**D. Selection of Services**

Indicate which services from the *Proposal of Services for Washington, IL Citywide Facility Study* are being selected at this time.

- Phase 1: Tasks 1, 2, & 3
- Phase 2: Tasks 4 & 5
- Phase 3: Tasks 6, 7, & 8
- Service 1: Facilities and Infrastructure Asset Management

# Short Form Contract

Service 2: Project Construction Funding and “Plan of Finance” Assistance

Service 3: Option of Cost Analysis, Land and Building Appraisals

Opinion of Cost Analysis

Formal Land Appraisals. Quantity: \_\_\_\_\_

Formal Building Appraisals. Quantity: \_\_\_\_\_

Service 4: Data Processing, Employee Efficiency Analysis (Public Works)

Service 5: Life Cycle Cost Analysis

Quantity: \_\_\_\_\_

Service 6: Traffic Studies and Reports

Single Facility Traffic Analysis. Quantity: \_\_\_\_\_

Traffic Study for Campus Solution

Service 7: Fire Station Location Study

Washington (City) Analysis

Service Demand/Future Growth Impact

Service 8: Per Cost Breakdown of Conferences

Board Meeting. Quantity: \_\_\_\_\_

Community Engagement. Quantity: \_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

Jeffrey Fiegenschuh, City Administrator

\_\_\_\_\_  
*Printed Name/Title*

  
\_\_\_\_\_  
*Signature* 02/06/26  
*Date*

Douglas Pfeiffer, AIA Principal

\_\_\_\_\_  
*Printed Name/Title*

## ***PROPOSAL OF SERVICES FOR WASHINGTON, IL CITYWIDE FACILITY STUDY***

### **DESCRIPTION OF SERVICES FOR PRE-DESIGN STUDY**

The City of Washington, IL is seeking to study their current assets of the City Hall, Police Department, Fire Station, and Public Works facilities. The City has identified that they have outgrown their facilities and they are losing efficiency with their arrangements, and have concerns about how the facilities will perform for the next generation.

The City seeks to understand the conditions of the current facilities, identify the remainder of their viable life, and identify the appraised value for each facility and its property. They would like to understand their space deficits and apply best practices to any facility to allow the facilities to last for or be built for the next generations. In this pursuit, the City seeks to understand how each facility could be either reused or built new, and the space, land, and cost implications, including the possibility on consolidating City functions onto a singular “campus” site. In keeping the charm and tradition of Washington, the City would also like to understand the aesthetics of building modifications or new buildings. The City has tasked the design team to consider 5 sites, one being the “campus.”

The architects at Dewberry and our teamed consultants have prepared the following scope items in order to provide the City of Washington with a fact-based study for comparison and responsible and accountable actions. The Dewberry team has broken the project into tasks:

- Project set up, Data Collection, and Owner goals
- Conduct Existing facility assessments to City Hall, the Police Station, Fire Station, and the Public Works facilities culminating in written report.
- Conduct a space needs analysis including surveying and interviewing key stakeholders.
- Adjacency diagrams, preliminary Floor plan layouts, and test-fit drawings of the facilities and site plans.
- Developed preliminary site plans and Master planning and phasing of all facilities.
- Visualizations and Renderings
- Cost Estimations for the viable options.
- Community Engagement and Board Meetings with finalized reports and documentation.

In order for the City to prioritize needs and be a responsible steward of the community funds, the City and the design team have agreed to separate many requested studies as additional services. This will allow the City to choose to do requested information gathering on each component on an as-required basis, and eliminates overspending on studies that might not have been earnestly in consideration.

The project has been broken into several tasks, and each task contain specific deliverables. The tasks are organized in Phases, so that the City of Washington can maintain a balanced checkpoint of services and funding. The total price for the phased pre-design services are presented as negotiated. The tasks as identified through the RFQ and negotiations conversations are as follows:

### **Pre-D TASK 1**

#### ***Project Introduction, Data Collection, and Owner Goals (Guiding Principles)***

Design Team will perform the following:

- Project framework and setup established.
- Pre-Design Kick-off meeting – establish Critical Success Factors and stakeholders.
- Data Collection recommendations, organization, and review.
- Assistance with Data Collection from Owner Procured due diligence, such as recommendations for geotechnical engineering consultants.

Dewberry will start the Project Introduction process by collecting existing data to be analyzed from the City of Washington and reviewing it. We will also assist the City in obtaining outside consultants for project due-diligence, such as environmental engineers and geotechnical explorations.

**Assumptions:** Dewberry assumes 1 in-person meeting in this phase that will be inclusive of all major stakeholders in the project. Dewberry will either utilize or provide a secure file sharing site to exchange data in a timely manner. Dewberry will present a schedule that will be followed in as much as the owner deliverables are provided in a timely manner to meet the schedule.

**Deliverables:** Project Schedule, Meeting Agenda, Meeting Minutes, Project Directory, Data Collection List, Data Folder setup.

## Pre-D TASK 2

### *Facility Evaluations*

Design Team will perform the following:

- Touring and documenting existing facilities including taking overall measurements to be validated with owner provided as-built documents, photo documentations, equipment documentation, site documentations, and documentation of deficiencies.
- Meeting with Public Works, building engineers, and maintenance staff to determine current use and estimated future systems. Prepare a narrative of existing and future systems for use by the Cost Estimator.
- Facility Conditions Reports, with draft reviews, including replacement schedules for building elements for renovations and maintenance, descriptions of current systems, and system upgrades that need to occur to maintain current facility. Existing site analysis and deficiencies. Broadly document code and ADA deficiencies.
- Develop a best-practices report that compares building usage and operational flows of existing facilities to the industry standards that are being followed by peer communities to reinforce best-practices.
- Public Works report will include a sunken cost and efficiency analysis for the current Public Works configuration.
- Develop a narrative on strategies to help fund the reuse, renovation, or new facilities that a recommended by this study.
- Conduct a Zoning analysis and Preliminary Code reviews and defining site constraints.
- If selected, assist in Opinion of Cost Analysis.
- If selected, engage the Facilities and Infrastructure Asset Management Plan.

Dewberry will start the Facility Evaluation process by collecting existing as-built drawings and building system information from the City of Washington and reviewing it. The Design Team will tour the facilities and document them, and meet with the stakeholders responsible for maintaining the properties. Dewberry will produce a written report, providing drafts, and append documentation and exhibits. Dewberry will provide a best-practices narrative for each department, and conduct independent research on local Zoning codes and restrictions to determine constraints of the project and preliminary review of building codes. If the option is selected, the design team will assist in an Opinion of Cost Analysis for the existing facilities. Also if the option is selected, Dewberry will begin research, compilation, and organization of the Facility and Infrastructure Asset Management Plan.

**Assumptions:** Dewberry assumes 3 in-person events in this phase. Two days will be devoted to assessing the existing facilities, understood to be the City Hall, the Police Department, Fire Station, and three Public Works facilities. A third in person meeting will involve stakeholder interviews on the preservation and maintenance of the current facilities, as well as discussions on the future facilities. The City of Washington will provide as-built drawing and specification documentation of the existing facilities, and maintenance tracking and schedules for the building systems.

**Exclusions:** Detailed facility measurements conducted by the design team. Technology system evaluations. Life Cycle Cost Analysis is presented as an Additional Service for each facility.

**Deliverables:** Meeting Agenda, Meeting Minutes, documentation of facilities including replacement schedules for building systems. Best-Practices reports. Zoning Analysis of existing sites, and preliminary code analysis. Narratives to provide to cost estimator. Public Works Sunken Cost and efficiency analysis. Drafts of reports for review by the City. Final Compiled Reports.

## Pre-D TASK 3

### *Staff Surveys, Stakeholder Interviews, and Programming and Needs Assessment*

Design Team will perform the following:

- Produce, distribute, and review Staff surveys to key stakeholders from each department
- Identify Guiding Principles unique to each City Department
- Conduct interviews with each department of key Stakeholders and divisions.
- Produce draft and final Space Programs.
- Conduct a Board meeting with a presentation

During the Programming phase of the project, the Dewberry team will issue research-gathering surveys to all stakeholder groups from each City Department. Programming questions will determine necessary constraints of the project like room quantities and features, square footages, and crucial adjacencies, as well as protocol questions to determine legitimacy of best-practice industry protocols. The Design Team will conduct in-person interviews of stakeholders to determine operational flows and desired outcomes of the projects. The design team will develop a Program to define spaces and sizes needed, as well as assumed storage and equipment to incorporate in the project, that program will have 3 major drafts before it is finalized. At the End of Task 3, Dewberry will present the outcomes of the Programs to the Board.

**Assumptions:** Assumes to be three drafts of the programs for the City Hall, the Police Department, Fire Station, and Public Works: Initial Program (based on surveys, data, and interviews), Benchmark program, and Value-Aligned program. Additional or alternate drafts may be produced by hourly rate or negotiated fee (within agreed upon reason). The City will provide all data to assist in the development of the programs, often including Staffing charts and projections, fleet information, growth projections, and

existing building drawings. Assumes in-person development at staff interviews, three virtual progress meetings, and one in person Board Meeting.

**Exclusions:** Multiple program options for each City Department.

**Deliverables:** Meeting Agenda, Meeting Schedules, Meeting Minutes. Finalized Program/Needs Assessment. Draft Staff overlook Cost Estimate. Board Meeting Presentation.

**Development:** Architect will require approval to move to Task 4 (Phase 2).

## Pre-D TASK 4

### *Adjacency Diagrams, Pre-design Floor Plan Layouts, and Rough Site Test fits.*

Design Team will perform the following:

- Produce Adjacency diagrams to verify direct and indirect adjacencies, connections, and orientations for each Department. Get approval from owner.
- Produce site adjacency diagrams to be approved by Civil Engineer and owner.
- Produce and review Program test fits on existing sites for renovation/additions.
- Produce and review Program test fits on existing sites for new constructions.
- Produce and review rough, preliminary site test fits for development.
- Narrow Options for more advanced review.
- Conduct a Board meeting with a presentation.

During the Adjacency Diagramming and test-fit task, the Design Team seeks to learn and apply the operational flows and adjacencies that each Department utilizes. A series of diagrams is created in order to capture intent of the City's needs, and encapsulate the preliminary overall square footage. This Task is designed to be loose and allow for the City to test their ideas and relative fits and orientation on the sites. At the end of the Task, we will work with the City to narrow options to the most eligible and present the status of the project to the Board.

**Assumptions:** Assumes for each City Hall, the Police Department, Fire Station, and Public Works: a clear assessment of the program applied to the addition/renovation of the existing facilities, and a clear test-fit layout of a new facility on either the existing or a new site. The City will provide all data to assist in the development of the test fits, often including site locations and surveys, property information, any restraints, and existing building drawings. Assumes in-person development meeting of initial test-fits. Virtual meetings on adjacencies and three test-fit progress meetings, and one in person Board Meeting. Assumes that after consideration, the City will eliminate options in order to concentrate on better solutions, and a virtual meeting to confirm and verify which options are selected.

**Exclusions:** Multiple developed options for each City Department. Excludes a "campus" layout (Task 5). Excludes Preliminary developed site plan options from Civil Engineering (Task 5). Carrying more than 2 renovation/addition and 2 new site options for each department into the next task. Additional or alternate drafts may be produced by hourly rate or negotiated fee (within agreed upon reason).

**Deliverables:** Meeting Agenda, Meeting Minutes. Adjacency diagrams. Draft and Final "test-fits", Adjacency Site Plans. Board Meeting Presentation.

**Development:** Architect will require approval to move to Task 5.

## Pre-D TASK 5

### *Site Development and Master Planning*

Design Team will perform the following:

- Identify potential sites for new developments, including one eligible for a municipal “campus”.
- Perform a Zoning analysis on sites.
- Apply the building layouts to the sites and develop preliminary site plans in coordination with Civil Engineering, including a municipal “campus” layout.
- Identify assumed site constraints for each layout. Identify and prepare for additional site testing if required.
- Identify phasing options.
- Site Selection Matrix development
- If selected, update the Opinion of Cost Analysis.
- Narrow Options for more advanced review.
- Conduct a Board meeting with a presentation.

During Task 5, the design team will focus closely on the development of the sites and makes sure that all the site components can fit, be functional, and code compliant. We will work with our consultants identify any constraints that the sites pose, and study how to adapt the project. The Design team will develop a phasing schedule for the buildings and the sites, and memorialize the process in master planning documents. We will work with the City to narrow the options and will present the outcomes of the Programs to the Board.

**Assumptions:** Assumes for each City Hall, the Police Department, and Public Works the test-fits will be applied to identified sites, and those sites will be analyzed in more detail by the consultants and engineering teams to extent the means of information allows. The City will provide all data to assist in the development of the site development, often including surveys, property information, Zoning and Planning consultation, and any known restraints. Assumes virtual meetings during site development. Assumes that after consideration, the City will eliminate options in order to concentrate on better solutions. An in-person Board Meeting at the end of the Task.

**Exclusions:** Multiple developed options for each City Department. Carrying more than one renovation/addition and one new site options for each department and more than one “campus” option into the next task. Additional or alternate drafts may be produced by hourly rate or negotiated fee (within agreed upon reason). Excludes Civil Engineering permit or bid documents. Traffic studies (can be supplemented, see Additional Services). Landscape design. Surveys and land explorations and engineering such as Geotechnical Reports.

**Deliverables:** Meeting Agenda, Meeting Minutes. Layouts of facilities on sites including more advanced parking and stormwater. Includes a campus design and Phasing plans. Zoning analysis. Site Selection Matrix. Draft Staff overlook Cost Estimate. Board Meeting Presentation.

**Development:** Architect will require approval to move to Task 6.

## Pre-D TASK 6

### *Preliminary Aesthetic Designs, Visualizations and Renderings.*

Design Team will perform the following:

- Meet with owner to determine initial aesthetic preferences for facilities.
- Develop preliminary designs and elevations for the options.
- Develop Massing visualizations for the facilities and the “campus”.
- Narrow the designs to 1 per facility.
- Create conceptual renderings for the narrowed designs.
- Prepare for the Community Engagement session
- Conduct Community Engagement.
- Report on outcomes of Community Engagement

In this task, the design team is tasked with defining and developing basic preliminary designs in order to satisfy the aesthetics of the City and community. The design team through a series of meetings will produce elevations and massing of the facilities. At this point, the City will narrow the options to one option per facility and campus to carry to rendered visualizations. The Design team will present the development of the project to the Community for feedback, and document the feedback for City consideration. If the City chooses, the Community Engagement can be moved earlier in the process in order to take in feedback prior to narrowing the options, or any other point in the entire project.

**Assumptions:** It is assumed that the City will select and narrow options as the project evolves so more detail can be applied to the preferred options. Assumes virtual progress meetings and in-person Community Engagement session.

**Exclusions:** Carrying multiple options into 3D renderings. Animations or virtual reality walk-throughs.

**Deliverables:** Meeting Agenda, Meeting Minutes. Drafts and Final preliminary elevations. Includes a campus design. Massing renderings. 3D renderings of the facilities. Community Engagement Exhibits, and feedback report.

**Development:** After Task 6, Washington will need to provide approval to move the project into Cost Estimation.

## Pre-D TASK 7

### **Cost Estimations.**

Design Team will perform the following:

- Produce narratives and collect information for narrowed designs.
- Work with Grant consultant to identify the strategies and options the City can take for funding.
- Meet with owner to get understanding and approval of the expectations of the Cost estimates and determine parameters of Cost estimate.
- Produce Cost estimates for options.
- Identify Phasing options within Cost Estimates.
- Finalize Cost estimates.
- If necessary, adjust drawings to show additional information taken from cost estimate.
- Presentation to Board.

## **GENERAL NOTES:**

### **Cost Estimator's Preconstruction Services**

The Cost Estimator will work with the City of Washington and Dewberry and their subconsultants to assist in establishing an outline Project Approach setting forth preliminary goals which include overall scope work, design intent, preliminary budget, schedule, and assignment of Project Team responsibilities.

The Cost Estimator will produce Order of Magnitude estimates that are based, respectively, off of the level of detail and general assumptions applied in the documentation and design documents provided to the Cost Estimator, and a general assumption of some soft costs applicable to any project. The Cost Estimator will provide a list of items excluded from the Order of Magnitude Estimates.

**Assumptions:** The Cost Estimate is performed by an estimation consultant contracted with Dewberry. A Construction Manager is not selected at this time. The cost estimator will be providing an assumed application of the IECC 2024 code. The Order of Magnitude cost estimate is intended to set budgets and seek funding, detailed cost estimates are assumed to happen by phase when the project goes into a formal design and construction process.

#### **Exclusions:**

- LEED or Sustainable Design certifications.
- Estimates beyond the scope of services outlined within this document, site work beyond the explored unless specifically noted, or other facilities in network.
- System or detailed estimates of facilities or portions of facilities above and beyond the detailing and narratives provided in the Cost Estimate package by the Design Team.

**Deliverables:** Meeting Agenda, Meeting Minutes. Narratives of systems, phasing and known existing information. Cost Estimates. Presentation to the Board.

## **Pre-D TASK 8**

### **Project Closeout and Final Documentation.**

Design Team will perform the following:

- Produce draft summaries with exhibits for project progress and understanding.
- Produce final documentation and reports including Board Summaries for each Department.
- Finalize the report after City review.
- Assist City in procuring additional information for project development, for example surveys, geotechnical reports.
- If selected, turn over Facilities and Infrastructure Asset Management Plan to City Staff.
- Presentation to the Board

The Design Team will work closely with the City developing the reports and report exhibits needed for final acceptance and presentation to the Board. If desired, the Design Team will assist the City with next steps in preparation if they choose to move forward with any of the sites or projects. A full presentation of the project will be made to the Board. If service is selected, the Facilities and Infrastructure Asset Management plan and system will be turned over to the City Staff for implementation.

**Deliverables:** Meeting Agenda, Meeting Minutes. Draft and Final reports. Board presentation. If selected, the Facilities and Infrastructure Asset Management Plan.

## GENERAL PROJECT:

### *GENERAL NOTES:*

**Assumptions:** As project progresses, facilities deemed unsalvageable, or options deemed unviable shall be eliminated from continuing evaluation. The goal by the end of Task 5 is to have every Department carry one preferred renovation/addition option and one preferred new construction option.

**Exclusions:** Production of Schematic Design, Design Development, or Construction Documentation level of design or engineering. Building Permits, bidding or construction administration services or assistance in any of these ventures. Design and Engineering for any LEED, Net-Zero, Etc. or similar certifications.

## PRICE & PAYMENT:

### *Design Services Estimate:*

Dewberry is recommending that the above tasks be broken into 3 Phases for the City of Washington. The recommended Phases are identified as such:

### **Phase 1: Tasks 1, 2, & 3**

The proposal of these combined study services for the City Hall, Police Department, Fire Department, and Public Works Department elaborated above in Tasks 1, 2, and 3, Kick-Off and Data Collection, Facility Evaluations, and Programming and Needs Assessment. These Tasks define a basic Needs Assessment for future development.

**Total: \$99,005.00**

The Additional Services that may need to be engaged in this Phase include: (Please see Additional Service Descriptions and Fees Below).

Service 1: Facility and Infrastructure Asset Management  
Service 3: Opinion of Cost Analysis  
Service 4: Data Processing, Employee Efficiency Analysis (Public Works)  
Service 5: Life Cycle Cost Analysis

### **Phase 2: Tasks 4 & 5**

The second Phase, composed of Tasks 4 and 5, Adjacency Diagrams, Pre-design Floor Plan Layouts, and Rough Site Test fits and Site Development and Master Planning, define the Tasks that develop planning functions for future consideration.

**Total: \$34,891.00**

The Additional Services that may need to be engaged in this Phase include: (Please see Additional Service Descriptions and Fees Below).

Service 3: Land and Building Appraisals  
Service 6: Traffic Studies  
Service 7: Fire Station Location Studies

### **Phase 3: Tasks 6, 7, & 8**

Phase 3, composed of Tasks 6, 7, & 8, Preliminary Aesthetic Designs, Visualizations and Renderings, Cost Estimations, and Project Closeout and Final Documentation, consists of the deliverables that finish and polish the entirety of the study and secure the evidence that make the study suitable for Board and public consumptions and actionable to future phases.

**Total: \$64,389.00**

The Additional Services that may need to be engaged in this Phase include: (Please see Additional Service Descriptions and Fees Below).

Service 2: Project Construction Funding and “Plan of Finance” Assistance, although we recommend implementing this task earlier.

#### **Reimbursable Expenses:**

Reimbursable expenses shall be invoiced to the City of Washington for reimbursement at 1.15 the actual cost. Reimbursable services include travel expenses and reproduction expenses.

### **Additional Services Descriptions and Fees:**

The following services may be selected by the owner in the case they need to be applied to the project:

***Service 1: Facilities and Infrastructure Asset Management: performed by Dewberry.***

**Total: cost to be presented in Amendment**

We have extensive facility asset management experience, ranging from sizeable data collection and organization tasks to assessments of complicated engineering systems and municipality-wide space planning to capital plan development and prioritization. Our in-depth technical subject matter expertise and enhanced capabilities in database management enable us to seamlessly bridge the gap between the assessment, budgeting, and project planning facets of consulting, while providing robust asset management solutions to our clients.

We apply extensive, specialized assessment experience in making system-specific, practical architectural and engineering recommendations that are supported by reliable capital planning data. Our goal is to provide clients with well-organized and defensible capital needs for their facilities, so they may best allocate limited resources to serve their constituents. The comprehensive nature of facility condition assessments dictates a close relationship among a large team of architectural and engineering disciplines. By delivering the majority of services required from one company, we offer a more simple and direct team and approach. provided for the additional progress meetings and efficiency of scale losses.

Services include:

- Data collection
- Asset and facility condition assessments
- Asset inventory
- Space needs management and space planning

- Criticality modeling and analysis
- Capital improvement and operational plans
- Energy audits
- Sustainability plans
- Staffing analysis
- Preventative maintenance plans
- Design guidelines and standards
- Master planning
- Software and system assessments
- Modeling tools and business solutions
- Infrastructure management
- Network assessments and routing
- Information and records management

**Service 2: Project Construction Funding and “Plan of Finance” Assistance:** performed by Dewberry.

**Total: \$15,000.00**

Persistence and strategy are the keys to funding large infrastructure projects. This includes developing the elements required for funding requests and continuously monitoring known discretionary funding sources. Our strategy involves stepping back from the small steps and taking a broader view to confirm the project maximizes all potential funding opportunities, both conventional and unconventional. Dewberry’s funding strategy will be centered around the following: Cost reduction / Value Engineering / Project Phasing, Positioning for funding opportunities and identifying and securing revenue, develop a pre-project application readiness evaluation (prepare) Report, prepare of Plan of Finance (POF), and investigate financing opportunities.

**Recommended Task Engagement:** At any time in the project, but preferred engagement would occur in line with Task 7. If engaged prior, a sufficient plan of funding might be able to present for the Final Presentation, if coordinated with Task 7, a final decision on funding might be delayed far past ending of study.

**Service 3: Opinion of Cost Analysis, Land and Building Appraisals:** performed by Joseph & Camper Commercial.

**Services selected per site.**

Opinion of Cost Analysis for Base Proposal	(CH, PD, FD, PW)	\$12,000.00
Formal Land Appraisals	each	\$2,500.00
Formal Building Appraisals	each	\$4,000.00

The services provided here can be contracted through our study, or separately through Joseph & Camper Commercial. The base study includes scope and schedule for an Opinion of Cost Analysis, performed by Joseph & Camper. The scope of those Opinion of Costs include: Identify several potential sites, brokers opinion of value on current properties, analysis of site constraints, phasing options, and a final report review.

If the City of Washington would like to perform a more advanced Land or Building Appraisal of specific properties, with large research and reports associated with them, the prices for such formal appraisals are

listed above. The prices are listed per facility/site, and an outside vendor will perform these appraisals through Joseph & Camper.

**Recommended Task Engagement:** The Opinion of Cost Analysis for the properties are best engaged in Task 2, during the Facility Evaluations. The Formal Land and Building Appraisals will likely best be engaged once decisions are made on the future of the properties have been narrowed or made, during Task 5. For proper incorporation into the Cost Estimate, these should be completed before Task 7.

**Service 4: Data Processing, Employee Efficiency Analysis (Public Works):** performed by Dewberry.

**Total: \$16,400.00.**

In order to understand the time loss encumbered by the City of Washington, Dewberry will provide a data analysis that includes the following tasks:

- Task 1: Project Definition. Determine goals of project. Outline metrics to be studied.
- Task 2: Data Collection. Formal data request based on results in Task 1. Examples include Employee Time Logs, Work Order Analysis, Equipment Usage.
- Task 3: Analysis of Current Condition - Process Mapping for Washington. Identify bottle necks. Identify redundant tasks/processes.
- Task 4: Measure Time Loss. Benchmark with similar jurisdictions. Final report/presentation.

**Recommended Task Engagement:** In order to compile the necessary information for this task, it is recommended that this Service be engaged at Task 2 to encapsulate the existing facilities and interviews with staff. The work for this Service will likely continue through the end of Task 5.

**Service 5: Life Cycle Cost Analysis:** performed by Dewberry, Middleton Construction Consulting, and Kueny Architects (for Public Works Facility).

**Total: \$9,300.00 each.**

In addition to the Facility Evaluations, an additional study can be performed per facility that analyzes the Life-Cycle Cost of an existing facility in comparison to a major renovation, addition, or new facility of similar size and use in order to determine the long-term investment viability that the City wishes to make. These studies generally have well developed designs in order to determine systems and build engineering models, therefore their base requirements are more than the expectation of the base study, and require additional investment.

**Recommended Task Engagement:** In order to compile the necessary information for this task, it is recommended that this Service be engaged at Task 2 to encapsulate the existing facilities and interviews with staff.

**Service 6: Traffic Studies and Reports:** performed by Dewberry Engineering.

**Services selected as needed per site.**

Single Facility Traffic Analysis	each	\$25,360.00
Traffic Study for Campus Solution	each	\$47,595.00

Included in the RFQ was a request for Traffic Study at the locations. The Design team can make general assumptions of traffic for the base study contract. However, if a specific concern exists due to the site conditions, traffic flows, or community concerns that require data analysis, reports, and projections to prove or allow traffic or roadway changes, Dewberry suggests engaging a full traffic analysis for the area. The amounts presented are a per facility basis.

Concerning the municipal “campus” solution layout, since a development of that nature would most certainly impact the area around it and internal circulation of the site becomes a key driver of design and engineering, a separate cost for that in-depth analysis has been presented above.

**Recommended Task Engagement:** In order to compile the necessary information for this task, it is recommended that this Service be engaged at Task 5 to precisely analyze the existing scope and trajectory the city plans to implement.

**Service 7: Fire Station Location Study:** performed by Advanced Selections.

Washington City Analysis	(Fire)	\$15,500.00
Washington Township Tazewell Analysis (Northern Tazewell FPD)		<i>cost to be presented in Amendment</i>

Per request, after conversations on the Fire Department Study, the City has requested the possibility to do a Fire Station Location Study to ensure that the Fire Station is located correctly within the City jurisdiction. Also mentioned was the possibility of consolidating the City of Washington Fire Department with the larger Washington Township Fire Department (Northern Tazewell FPD). Prices for the consolidation fee for these studies will be provided shortly in a Proposal Amendment.

**Recommended Task Engagement:** In order to compile the necessary information for this task, it is recommended that this Service be engaged at Task 4 to uncover the scope and master planning of the City and surroundings areas affected.

**Service 8: Per Cost Breakdown of Conferences:** performed by Dewberry.

**Services selected as needed.**

Cost per Board Meeting	each	\$3,850.00 + reimbursables
Cost per Session of Community Engagement	each	\$7,510.00 + reimbursables

Per request, the City wishes to isolate the cost of Board Meetings and Community Engagement Sessions in order to add or remove them from the scope of the base project at will. Per discussions, Dewberry has suggested lowering the RFQ requested conferences to two Board Meetings (from five) and one Community Engagement Session (from two). These amounts of meetings suggested correlate more closely with studies of this kind, and provide a cost-saving opportunity. Dewberry is happy to schedule in any amount of Board meetings that the City prefers.

At this time, the base proposal and schedule for City Hall, Police Department, Fire Department, and Public Works facilities has integrated five (5) Board Meetings and one (1) Community Engagement session.

**Additional Architectural and Engineering Services:**

On an hourly basis per the attached Dewberry Hourly Rate Schedule, Dewberry may provide additional services as mutually agreed upon by written request from the Owner.

# STANDARD HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES
<b>Professional</b>	
Principal	\$375.00
Architect I,II,III	\$115.00, \$135.00, \$155.00
Architect IV,V,VI	\$175.00, \$195.00, \$220.00
Architect VII,VIII,IX	\$245.00, \$270.00, \$295.00
Interior Designer I,II,III,IV	\$105.00, \$130.00, \$145.00, \$175.00
Interior Designer V, VI, VII	\$195.00, \$215.00, \$255.00
Engineer I,II,III	\$125.00, \$140.00, \$160.00
Engineer IV,V,VI	\$185.00, \$210.00, \$240.00
Engineer VII,VIII,IX	\$270.00, \$300.00, \$335.00
Geographer/GIS I,II,III	\$100.00, \$110.00, \$130.00
Geographer/GIS IV,V,VI	\$150.00, \$175.00, \$205.00
Geographer/GIS VII,VIII,IX	\$235.00, \$265.00, \$300.00
Professional I,II,III	\$110.00, \$135.00, \$160.00
Professional IV,V,VI	\$175.00, \$195.00, \$220.00
Professional VII,VIII,IX	\$255.00, \$275.00, \$310.00
<b>Technical</b>	
Designer I,II,III	\$110.00, \$140.00, \$170.00
Designer IV,V,VI	\$190.00, \$210.00, \$245.00
CADD Technician I,II,III,IV,V	\$90.00, \$110.00, \$130.00, \$145.00, \$190.00
Surveyor I,II,III	\$70.00, \$85.00, \$110.00
Surveyor IV,V,VI	\$130.00, \$145.00, \$160.00
Surveyor VII,VIII,IX	\$180.00, \$210.00, \$255.00
Technical I,II,III	\$90.00, \$115.00, \$135.00
Technical IV,V,VI	\$150.00, \$165.00, \$185.00
<b>Emergency Management</b>	
Emergency Management I, II, III	\$90.00, \$120.00, \$155.00
Emergency Management IV, V, VI	\$185.00, \$225.00, \$280.00
<b>Construction</b>	
Construction Professional I,II,III	\$125.00, \$160.00, \$190.00
Construction Professional IV,V,VI,VII	\$225.00, \$255.00, \$305.00, \$340.00
Inspector I,II,III	\$90.00, \$110.00, \$150.00
Inspector IV,V,VI,VII	\$180.00, \$205.00, \$230.00, \$265.00
<b>Survey Field Crews</b>	
Fully Equipped 1, 2, 3 Person Crews	\$160.00, \$200.00, \$270.00
With Laser Scanner 1, 2 Person	\$210.00, \$250.00
<b>Administration</b>	
Admin Professional I,II,III,IV	\$72.00, \$105.00, \$125.00, \$155.00
Non-Labor Direct Costs	Cost + 15%

**ATTACHMENT B**  
**STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to [Notices@dewberry.com](mailto:Notices@dewberry.com) or mailed to 8401 Arlington Blvd, Fairfax VA 22031, Attn: Legal Department.