



ROUND HILL TOWN COUNCIL REGULAR MEETING AGENDA

October 24, 2019

7:30 PM

- I. Call to Order & Pledge of Allegiance**
- II. Roll Call**
- III. Community Policing**
- IV. Public Comment:**
Visitors to the meeting may address the Council at this time. Each speaker is asked to state their name for the record and to please limit their presentation to five minutes.
- V. Adoption of Regular Meeting Agenda (Amendments & Deletions)**
- VI. Approval of Minutes**
 - 1. September 19, 2019
- VII. Business Items:**
 - 1. Planning Commission & Town Council Vacancies Discussion
 - 2. Annual Strategic Planning Meeting Preparation
 - 3. Utility Department Update
 - 4. Lapel Pins Discussion
- VIII. Action Items:**
 - 1. Town Council Appointment
 - 2. Utility System Digitizing & Mapping Contract Authorization
 - 3. South Water Tank Design Authorization
- IX. Reports:**
 - 1. Town Administrator Report
 - 2. Mayor's Report
- X. Council Comments**
- XI. Meeting Adjournment**

**ROUND HILL TOWN COUNCIL
PUBLIC INFORMATION SESSION
and
REGULAR MEETING MINUTES
September 19, 2019**

A Public Information Session and Regular Meeting was held by the Round Hill Town Council at the Town Office, 23 Main Street, Round Hill, Virginia, on Thursday, September 19, 2019, at 7:30 p.m.

Council Members Present

Scott T. Ramsey, Mayor
Donald W. Allen
Melissa Hoffmann
Michael B. Hummel

Council Members Absent

Mary Anne Graham, Vice-Mayor
Amy E. Evers

Staff Members Present

Melissa Hynes, Town Administrator/Zoning Administrator
Rob Lohr, Project Specialist
Maureen Gilmore, Town Attorney

Others Present

Paula James
Jim Sinisgallo

IN RE: CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Ramsey called the meeting to order at 7:34 p.m. Councilperson Hoffmann led those present in the Pledge of Allegiance.

IN RE: ROLL CALL

Mayor Ramsey stated that, with Councilpersons Allen, Hummel and Hoffmann, and himself present, a quorum was established. Mr. Ramsey noted that Vice-Mayor Graham and Councilperson Evers were absent.

IN RE: COMMUNITY POLICING REPORT

As the Community Policing officer was not in attendance, this report was not provided.

IN RE: PUBLIC INFORMATION SESSION (As Advertised in Loudoun Now)

1. Presentation on Round Hill Greenway Trail (Phase 3)

Mayor Ramsey explained that the presentation offered this evening is in accordance with the requirements for applying for grant funding for the project, which is associated with the upcoming Main Street Enhancement Project.

Project Specialist Lohr presented this item. A map of the area encompassed by Phase 3 of the project was provided to Council, with Mr. Lohr explaining how sidewalks/trails in the area will connect upon completion of the project. Project Specialist Lohr further explained that it was hoped that both Phases 2 and 3 of the project could be submitted at the same time; however, the cost for Phase 2 of the project exceeded the one-million dollar limit for grant funding, so the decision was made to proceed with Phase 3 at this time. Project Specialist Lohr stated that the cost of the project is estimated to be \$983,292.00, with Round Hill expected to provide twenty percent of the total funding. Mr. Lohr reiterated that conducting a Public Information Session is a requisite for applying for grant funding, and that the session was duly advertised in the newspaper *Loudoun Now*. Mr. Lohr further explained that the deadline for filing the application is September 30, 2019.

Project Specialist Lohr stated that the project should not require the acquisition of any permanent easements, however, construction easements will be needed. Discussion ensued regarding an existing trail and how it may be used in the project; there was also discussion of possible sidewalk/trail connections made to subdivisions on the south side of Round Hill. Finally, there was discussion of how to best reference this project, as Phase 3 is being undertaken prior to Phase 2, due to exacerbating issues with that phase of the entire Round Hill Greenway Trail Project.

2. Comments on Round Hill Greenway Trail (Phase 3)

Mayor Ramsey opened the floor to comments on the Round Hill Greenway Trail (Phase 3) project; there were no comments from members of the public in attendance. Councilperson Hoffmann thanked Staff for their work on the project.

IN RE: PUBLIC COMMENT

Ms. Paula James, of 4 Mystic Lane, Round Hill, spoke regarding the meter on the water line at her property. Ms. James noted that she is a sewer-only utility customer, as she has a private well at her home, and stated that she does not want a replacement meter on her well, due, in part, to previous problems with water leaks from the meter, which is located in the basement of her home. Ms. James asked for an exception to the 9,000-gallon basis for computation of sewer rates, noting that she usually uses 5,000 gallons, and stating that she would be willing to pay for 7,000 gallons. Additionally, Ms. James stated that she feels she should not be required to pay for the meter itself.

Mayor Ramsey stated that, upon consultation with Staff, it was determined that Ms. James is not responsible for paying for the meter. Mayor Ramsey noted that a new meter could be placed outside of the house, and explained that it should be placed inside a crock; Mr. Ramsey stated that

a new meter can be provided to the client now. Mayor Ramsey further explained that the 9,000-gallon threshold is included in the Town's Water and Sewer Ordinance, and that the Council would need to amend the Ordinance in order to provide the exception sought. Mayor Ramsey summed up Ms. James' options: 1) to take the new meter; 2) to go with billing at the 9,000-gallon limit; or, 3) to request that Council amend the Ordinance.

There was discussion of the portion of Ms. James' property, which is inside the Town limits, with it being determined that the taxable portion of the property is inside the Town's boundary.

Ms. James thanked the Council.

Mr. Jim Sinisgallo, of 35761 Finn Valley Lane, Round Hill, spoke regarding the bill for \$1,100.00 he received for the first twenty-two days he has resided in his new home; Mr. Sinisgallo stated that he was watering sod during that time period. Mr. Sinisgallo asked if it would be possible to install two meters at the property, one of which would meter only outside water use; Mayor Ramsey stated that the Town does not install additional meters. Mr. Sinisgallo noted that a significant amount of the water used in this instance did not go into the sewage treatment system. Mayor Ramsey provided an explanation of the utility rate system, noting that it is designed to pay for itself and to "break even." Mr. Sinisgallo asked if the Town would consider instituting tiered rates; Mayor Ramsey noted, if that proposal were to be considered, it would be included in the next rate study, which is slated to be done three years from now. In response to a question from Mr. Sinisgallo, Mayor Ramsey provided the rationale for the higher out-of-town utility rates. Mr. Sinisgallo asked about the possibility of bringing the Brentwood Springs subdivision into the Town's limits, which would afford residents there the lower in-town rates; Mayor Ramsey explained that the Council is considering possible boundary line adjustments (BLA), and that the Brentwood Springs neighborhood could be considered in that effort. Mayor Ramsey explained how the boundary line adjustment process works, and how it would affect taxes paid by residents in an area being brought into the Town's limits. It was noted that the BLA is an active project. Mayor Ramsey explained that a reimbursement for water used prior to the date of closing on the purchase of the property may be requested of the builder. Mr. Sinisgallo thanked the Council and noted that he is glad to hear the boundary line adjustment project is moving forward. Mayor Ramsey welcomed Mr. Sinisgallo to Round Hill.

IN RE: ADOPTION OF REGULAR MEETING AGENDA (Amendments & Deletions)

Town Administrator Hynes requested that the following items be added to the Agenda: 1) Apple House Carpentry Lease, and 2) tall grass violation; Mayor Ramsey noted that the Apple House lease will be included under *Action Items*, and the tall grass violation will be included under *Business Items*. Councilperson Hummel moved **that the Council adopt the Agenda, with the changes noted**; Councilperson Allen seconded the motion. There was no discussion of the motion. A vote was then held; the motion was approved 3-0, with Vice-Mayor Graham and Councilperson Evers absent. The vote is recorded as follows:

<u>MEMBER</u>	<u>VOTE</u>
Michael B. Hummel	Aye
Donald W. Allen	Aye
Melissa Hoffmann	Aye
Mary Anne Graham	Absent
Amy E. Evers	Absent

IN RE: APPROVAL OF MINUTES

There were no Minutes for review, due to the cancellation of the August Town Council meetings.

IN RE: BUSINESS ITEMS

1. FY2020 Strategic Action Plan

Town Administrator Hynes presented this item, noting that the current Strategic Action Plan has been included in Council Members' packets, with additional updates provided this evening. Ms. Hynes also noted that Project Specialist Lohr will provide a report on Capital Improvement Projects at the next Town Council meeting. The FY2020-2022 Strategic Action Plan was reviewed, with the pre-bid meeting for the Main Street Enhancement Project, and plans for moving ahead with the Boundary Line Adjustment (BLA) project, discussed. Mayor Ramsey requested that the BLA project be set as an Agenda item for the next Council meeting, at which Council will consider which properties it wishes to include in the first phase. There was also discussion of the properties included in the Comprehensive Plan Amendment under consideration. Mayor Ramsey suggested that an amendment of the Town Ordinance, to address parks, be considered, as the number of parks under the auspices of the Town has grown in recent years. Numerous points included in the FY2020 Priorities and Projects list were discussed by Council and Staff; it was decided that further review and debate of these items will be included at the Strategic Planning Retreat scheduled for October 30, 2019.

2. Tall Grass Violation

Town Administrator Hynes presented this item, explaining where the violation has occurred; this was recognized as an ongoing issue. Ms. Hynes further noted that the time between Town Council meetings, during which authorization to address the issue may be sought, creates a delay in dealing with the problem. Mayor Ramsey and Town Attorney Gilmore explained that the Town Administrator has been authorized to notify the property owner of the violation, and to subsequently have the grass cut and bill the owner, if needed, in order to address the violation.

IN RE: ACTION ITEMS

2. Resolution 2019-12: Resolution for 20% Local Match for VDOT's TAP Grant (Round Hill Greenway Trail Phase 3)

Councilperson Allen moved that the Town Council adopt Resolution 2019-12, committing the Town's 20% Local Match to the Round Hill Greenway Phase 3 grant application; Councilperson Hummel seconded the motion. Mayor Ramsey clarified that,

if the motion is approved, the Town will be obligated to pay twenty percent of the cost of this project, if the grant is awarded. There was no further discussion of the motion. A voice vote was held; the motion was approved 3-0, with Vice-Mayor Graham and Councilperson Evers absent. The vote is recorded as follows:

<u>MEMBER</u>	<u>VOTE</u>
Michael B. Hummel	Aye
Donald W. Allen	Aye
Melissa Hoffmann	Aye
Mary Anne Graham	Absent
Amy E. Evers	Absent

2. Apple House Contracting Lease Agreement

Mayor Ramsey presented this item, noting that the current tenant of the office space upstairs wishes to renew his lease, and wants to ensure that he will be allowed to park trailers used in his business in the Town Office lot, in the spaces designated for his use. Mayor Ramsey noted that the business owner has been a good tenant. Councilperson Hoffmann made a motion **to renew the lease for Apple House Contracting, for a two-year term, as presented**; Councilperson Hummel seconded the motion. Councilperson Allen asked to clarify which parking spaces are designated for Apple House's use, which Mayor Ramsey and Town Administrator Hynes did. A voice vote was then held; the motion was approved 3-0, with Vice-Mayor Graham and Councilperson Evers absent. The vote is recorded as follows:

<u>MEMBER</u>	<u>VOTE</u>
Michael B. Hummel	Aye
Donald W. Allen	Aye
Melissa Hoffmann	Aye
Mary Anne Graham	Absent
Amy E. Evers	Absent

Mayor Ramsey stated that Town Administrator Hynes is authorized to execute this lease.

IN RE: REPORTS

1. Town Administrator Report

Town Administrator Hynes reported on two new hires made in the Utility Department, and on a Utility Department employee who is on leave for six weeks. Ms. Hynes further reported that the vacant position of Town Planner will be posted next week. Town Administrator Hynes explained that Ms. Martha Mason Semmes is set to serve the Town as the Deputy Zoning Administrator, focusing on high-level planning and zoning. Finally, Town Administrator Hynes noted that additional steps are to be taken in an effort to fill the vacancies on both the Town Council and the Planning Commission.

2. Mayor's Report

Mayor Ramsey reported that the Coalition of Loudoun Towns (COLT) has been active, planning and facilitating debates for candidates running to serve on the Board of Supervisors in western Loudoun districts; the next debate, for the Blue Ridge District, will be held on October 3rd in Purcellville. The debate will begin at 7:00 p.m., and COLT hopes to live-stream the event. Mr. Ramsey noted that the Town Council approved a \$500.00 line item in the Town's budget for COLT activities; the debates are expected to cost the group approximately \$500.00, so this line item will likely be revisited during upcoming budget discussions. Finally, Mayor Ramsey reported that the final debate will be for the position of Chair of the Board of Supervisors.

IN RE: COUNCIL COMMENTS

Councilperson Hummel stated that he will be absent from the scheduled Joint Public Hearing to be held at the October 10th Town Council meeting, and asked Staff to ensure that a quorum for the Planning Commission will be in attendance.

IN RE: MEETING ADJOURNMENT

The meeting was adjourned by Mayor Ramsey at 9:33p.m.

Respectfully submitted,

Scott T. Ramsey, Mayor

Debra McDonald, Recording Secretary

PAULA G. JAMES
4 Mystic Lane
Round Hill, Virginia 20141

Cell: (571) 577-7702

Work: (571) 616-6350

SKILLS:

Twenty-seven years of federal government experience with the Defense Threat Reduction Agency (DTRA) and Central Intelligence Agency (CIA) as a dependable, efficient, and proactive employee working in the security, counterintelligence, SCIF management, database management, and logistics career fields.

CLEARANCE INFORMATION:

Cleared for Top Secret information and granted access to Sensitive Compartmented Information based on a single-scope background periodic review (SBPR) investigation.

EXPERIENCE:

September 2016 – present: Security Specialist, DoD, DTRA/SC, Security Operations Branch, Physical Security, 8725 John J. Kingman Road, Ft. Belvoir, Virginia 22060, Supervisor: Stefan Adamcik.

Responsible for the protection of DTRA personnel, facilities, property, and classified information. Performed surveys, inspections, and oversight for controlled Open Storage areas. Provide access to restricted areas and buildings within the NCR area. Provided briefings to Security Managers on relevant topics of concern on a quarterly basis.

September 2011 – September 2016: Security Specialist, DoD/DTRA, SC, Field Site Germany, Kleber Kaserne, Kasierslautern, Germany, Supervisor: Brian Davis.

Responsible for the day-to-day security requirements pertaining to all disciplines of security - to include: Personnel, Information, Physical, ATPF, OPSEC for approximately 95 military and civilian employees located on Kleber Kaserne with the DTRA Germany Field Office. Provided training briefings on security related topics to ensure annual requirements.

June 2008 – September 2011: Security Specialist, DoD/DTRA, SC, Security Services Division, Special Security Office (SSO), 8725 John J. Kingman Road, Ft. Belvoir, Virginia 22060, Supervisor: Beverly Rudisill.

Assigned as the Special Security Representative (SSR) for an independent subordinate SCIF within DTRA responsible for the day-to-day management and implementation of SCI security policies and procedures to approximately 65 military, civilian, and contract employees.

Ensure compliance with the information and procedures referenced in the following reference materials: Sensitive Compartmented Information Administrative Security Manual (M-1); Director of Central Intelligence Directives (DCIDs)/Intelligence Community Directives (ICDs); DTRA Special Security Office (SSO) Sensitive Compartmented Information Facility (SCIF) Standard Operating Procedures (SOP); National Industrial Security Program Operating Manual (NISPOM).

Responsible for performing SCIF Annual Self-Inspection, updating Fixed Facility Checklist, and maintaining records for all security containers.

Highly skilled at passing clearance information involving sensitive compartmented information caveats using Joint Personnel Adjudication System (JPAS), Defense Messaging System (DMS), and memo formats for military, civilian, and contract employees.

Proficient in processing SCI level Visit Authorization Requests and adept at verifying critical clearance information to enable access, badge, and need to know requirements in a SCIF utilizing JPAS and Scattered Castles.

Provided training briefings as a subject matter expert regarding SSO policies and procedures.

August 2005 – June 2008: Security Specialist, DoD/DTRA, SC, Security Services Division, Physical Security Branch, 8725 John J. Kingman Road, Ft. Belvoir, Virginia 22060, Supervisor: Bruce Harris.

Assisted program manager with managing the following programs: Pass & ID Office, Visitor Control, and Access Control.

Extensive experience using security systems to allow access to agency facilities and controlled areas equipped with card readers and keypads. Established accounts, provided pin codes, maintained access records, reports, and inspected and documented multiple open storage areas.

Proficient in processing incoming collateral level Visit Authorization Requests and passing collateral clearances for military and civilian employees using JPAS or by utilizing memo format via fax.

Knowledgeable using Secure Access, an in-house employee database, to maintain accurate security information for military, civilian, and contract employees.

Responsible for signature cards (DD 577) required from Security Managers to ensure authorized access to all controlled areas using the verification of signatures as an added security measure.

Skilled with using the Contractor Verification System (CVS) to validate contract employees requiring a Common Access Card for physical access to Department of Defense military bases and/or logical PKI digital signature certification.

Knowledgeable of the vehicle registration process allowing employees to obtain decals to gain access to Department of Defense installations.

Extensive experience in coordinating conference requirements regarding: incoming visitors, foreign nationals, electronic equipment, clearance information, access rosters, badges, transportation, and reserved parking.

Experienced in developing, writing, and implementing Standard Operating Procedures to streamline policies and procedures. Successfully designed, tested, and implemented an in-house electronic method for notification of incoming visitors to various offices with valuable information in a classified environment.

October 2004 - August 2005: Counterintelligence Operations Specialist, DoD/DTRA, SC, Operations Division, 8725 John J. Kingman Road, Ft. Belvoir, Virginia 22060, Supervisor: Michael Ogus.

Responsible for welcoming and escorting foreign nationals through appropriate passport and customs control points upon arrival to the United States at airport locations in support of various Arms Control treaties.

Established contacts and coordinated support with Homeland Security Customs and Border Protection, Transportation Security Agency, and Metropolitan Washington Airports Authority for incoming foreign nationals to accomplish customs procedures, baggage x-ray, and electronic equipment inventory.

Attended regularly scheduled meeting with the Airport Law Enforcement Committee to discuss current security concerns.

Supported numerous deployments as a member of the escort team to designated nuclear missile sites throughout the United States. In addition, responsible for visiting various chemical disposal sites to coordinate and interview site personnel. Deployed for a three-week rotation to a remote location in Russia to support an Arms Control treaty monitoring mission at a nuclear missile factory.

Wrote numerous detailed operation reports to document events, personnel, and equipment regarding foreign national inspection teams.

Deployed to various chemical disposal sites and provided detailed trip reports regarding area and threat information.

Certified as an Antiterrorism Instructor based on the completion of both DoD Antiterrorism and Force Protection Level I and Level II Courses.

Researched, flowcharted, and wrote documentation for Standard Operation Procedures relating to various Arms Control treaties to better understand each treaty and requirements for multiple in-house projects.

Responsible for security duties to support an off-site location at Dulles Airport: monitored security system; assisted DTRA employees with access to work space; custodian of keys to work and telecommuting areas; provided escort duties; coordinated various building activities with building engineer, DTRA security, and airport authorities as other duties assigned to support the mission.

September 1999 to September 2004: Data Support Analyst, DoD/DTRA, SC, 8725 John J. Kingman Road, Ft. Belvoir, Virginia 22060, Supervisor: Marina Galindo.

Responsible for data management and automated data processing functions for a classified database available to the intelligence community dealing with various Arms Control treaties and agreements.

Duties included: database maintenance to ensure current and accurate information; monitor incoming message traffic regarding various treaty missions; tracked foreign visitors to safeguard national security; able to research and analyze multiple sources of information to support mission requirements; member of a 24 hour on-call team for the purpose of preparing short notice mission packages; provide briefings to DTRA and the intelligence community personnel; responsible for an on-going project regarding the update of historical data concerning archived hard copy files; created a standard operation procedure to streamline job requirements, workflow, and processes to facilitate efficiency.

EDUCATION:

Northern Virginia Community College, Business & Computer Courses, Sterling, VA
Park View High School, 1978, Sterling, VA

DATE: October 11, 2019

TO: Town of Round Hill
PO Box 36
23 Main Street
Round Hill, Virginia 20142

FROM: Paula James
4 Mystic Lane
Round Hill, Virginia 20141

SUBJECT: Volunteer Application – Town Council

My name is Paula James and have lived in Round Hill for 30 years, since 1989. I would like to volunteer to serve on the Town Council until the next election in May 2020.

I have worked for the federal government for 27 years and currently work for the Department of Defense with the Defense Threat Reduction Agency at Fort Belvoir, Virginia as a Security Specialist. I am honest, trustworthy, and live my life by the Golden Rule.

Although I have no local government experience, I want to be more engaged with our wonderful town and help in any way possible.

I would be honored to join your team and look forward to hearing from you soon.

Sincerely,

Paula James



GIS / Asset Management Software and Services

Proposal for:

Town of Round Hill (VA)

Expires July 31, 2019

Software

Unlimited software licenses for one (1) year

Including:

- Unlimited data/digital media storage and back-up
- Unlimited access to all tutorial videos
- Unlimited customer support & future retraining
- All future enhancements and updates
- Built-in work orders for maintenance tracking
- Built-in text and email notifications: \$ 2,500.00

Asset Digitization Services, Training & Set-up

- Convert utility assets [from paper, PDF, AutoCAD] to GIS
- Import assets with GPS data and upload existing GIS Files
- Creation of account maps, layers & customized attribute fields
- Up to three (3) hours of web training: \$ 3,000.00

Total Up-front: **\$ 5,500.00**

Recurring expenses - beginning year two

- Unlimited software licenses & all above 'Software' options \$ 2,500.00

Company:
iamGIS Group, LLC

Client:
Town of Round Hill (VA)

Signature: _____

Signature: _____

Name: Tony Shriner

Name: _____

Title: CEO/President

Title: _____

Date: 07/17/2019

Date: _____



CUSTOMER AGREEMENT

Customer: Town of Round Hill (VA)

Initial Term: Service to begin on: **07/17/2019** (the “Effective Date”), and shall end on: **07/31/2020**, unless extended or terminated as provided in this Agreement.

Annual User Fee: \$ 2,500

Services & Training: \$ 3,000

Total Account Fee: \$ 5,500

Payment Schedule: Invoice will be sent separately once we receive signed Agreement.
By signing this Agreement; Customer agrees to the following terms/conditions:
Net 30 invoice with 10% penalty if not paid by invoice due date

BEFORE SIGNING THIS AGREEMENT READ ALL TERMS ON ALL PAGES/SIDES

This Agreement and the accompanying written, signed documents contain the entire agreement of the parties. Customer agrees that this Agreement includes all terms on all pages/sides hereto. Customer has read, understands, and voluntarily agrees to all terms stated herein. This Agreement supersedes all prior agreements or understandings between Customer and Provider. By executing below, Customer agrees to be bound by all the terms and conditions of this Agreement, and any addendums hereto, as of the Effective Date noted above. This Agreement is not valid unless signed and accepted by Provider below.

“Customer”

Town of Round Hill (VA)

By: _____

Printed: _____

Title: _____

“Provider”

iamGIS, LLC

By: _____

Printed: **Tony Shriner**

Title: **CEO/President**

THIS CUSTOMER AGREEMENT ("Agreement") is entered into as of the Effective Date, by and between Customer and iamGIS, LLC ("Provider"). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Service.** Provider is a geographic information system (GIS) service provider that provides digital inventories of assets and infrastructure, and maintenance and support thereof (the "Service"). The Service also includes: (a) importing and review of existing Customer shape files; (b) training and off-site support; (c) unlimited access to all tutorial and training videos; (d) creation of custom attributable fields and layer templates; (e) initial setup of display settings, advance settings, and Authorized User credentials. Provider shall have sole discretion as to the form, content, design, presentation, and user interaction with regard to the Service.

2. **Term and Termination.** The Initial Term may be renewed for additional one [year] period (each, a "Renewal Term"), at the option of Customer, upon thirty (30) days' prior written notice provided to Provider. After the Initial Term, either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party. If this Agreement is terminated during a Renewal Term, the Total Account Fee shall be prorated through the date of termination, unless otherwise provided herein. The Initial Term and Renewal Term may collectively be referred to herein as the "Term."

3. **Software Support.** During the Term, Customer may contact Provider via (a) web chat accessed on the Website; or (b) email at support@iamgis.net for any support questions related to the Software, Website, or Service. Customer accepts Provider's hours of operation are Monday through Friday from 8:00 A.M. to 4:00 P.M. Eastern Standard Time and, therefore, is not guaranteed to receive support or communication outside those hours of operation.

4. **Website and Intellectual Property.** Provider shall retain all right, title, and interest in and to: (a) that certain collection of computer coding, as modified, updated, and improved from time to time, which comprises and facilitates the Service (the "Software"); (b) Provider's website located at iamgis.net which hosts the Software and provides a platform for Customer to receive, access, and view the Service (the "Website"); and (c) Provider's trade secrets, trademarks, service marks, trade names, and other intellectual property (collectively, the "Intellectual Property") worldwide, subject to the Limited License, as defined herein and granted hereunder. Provider hereby grants to Customer a non-exclusive, limited license for the use of its Intellectual Property only as expressly provided in this Agreement (the "Limited License"). All such use under the Limited License shall be subject to and in accordance with Provider's reasonable policies regarding the Service and Intellectual Property usage as established from time to time. Upon the termination of this Agreement, Customer shall immediately cease using the Intellectual Property, and Provider shall cease the display of Customer Data on the Website, unless otherwise agreed by the parties in writing.

5. **Customer Data.** Customer shall provide to Provider all necessary data for input or transfer onto the Website via the Software, which shall detail Customer's assets and infrastructure to be displayed in connection with the Service (collectively, the "Customer Data"). Customer represents and warrants to Provider that: (a) Customer has all right, title, and interest in and to any Customer Data provided to Provider; (b) the Customer Data is accurate; and (c) Customer is not violating the intellectual property rights, title, and/or interests of any third parties by providing the Customer Data to Provider. Customer agrees that Provider shall not be liable, and Customer shall hold Provider harmless for, any errors or inaccuracies in the Customer Data in connection with the Service.

6. **Customer Account.** Customer shall have its own, private account on the Website (the "Customer Account"), which will display the Customer Data as part of the Service. The Customer Account may be accessed pursuant to the Limited License, and only by the individual(s) designated by Customer as an "Authorized User." Customer shall not permit any other person or entity to access the Customer Account, other than an Authorized User. Each Authorized User shall have his/her own, unique login credentials for the Customer Account.

7. **Fees.** In consideration of the Service, Customer agrees to pay the Total Account Fee pursuant to the Payment Schedule as detailed on page one of this Agreement.

8. **Website Terms of Service.** In addition to the rights and obligations provided to Customer under this Agreement, Customer agrees to be bound by the Terms of Service, Community Guidelines, and Privacy Policy, if any, as amended from time to time (collectively, the "Terms of Service"), listed on the Provider Website.

9. **Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" shall mean information received from the disclosing party or any of its affiliates or representatives about the disclosing party's (or its suppliers') business or activity, which shall include all information, whether written or oral, tangible or intangible, of a confidential or proprietary nature, of or concerning the other party and its business and operations, including, without limitation, all pricing and other financial data and projections, business plans, and strategies, Intellectual Property, patent and trademark technology and applications, computer software and marketing, and sales information, but shall not include any information which (i) was known by the receiving party prior to disclosure by or on behalf of the other party, (ii) becomes available to the receiving party from a source other than the other party, which source is not bound by duty of confidentiality, or (iii) becomes generally available or known in the industry. Each party agrees (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement, and (b) that it will take all reasonable measures to maintain the confidentiality of the Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. The terms and conditions of this Agreement shall be deemed to be Confidential Information of each party and shall not be disclosed without the written consent of the other party.

10. **Events of Default.** Each of the following shall be considered an "Event of Default" under this Agreement: (a) failure or refusal of Customer to pay the Total Account Fee when due; (b) failure or refusal of Customer to pay the Asset Digitization Fee (if applicable) when due; (c) failure of Customer to abide by the Terms of Service; and (d) a material breach of Customer's representations, warranties, and/or obligations under this Agreement. Upon the occurrence of an Event of Default, Provider may, without notice: (i) immediately cease providing the Service, (ii) shut off Customer's and all Authorized Users' access to the Customer Account and the Website; and/or (iii) immediately terminate this Agreement.

11. **Indemnification of Provider.** Customer hereby agrees to indemnify, defend, and hold harmless Provider, its affiliates, members, officers, directors, employees, consultants, successors, and agents (collectively, the "Provider Released Parties") from any and all claims, cross-actions, third-party actions, and causes of action of every kind that have been or may be asserted in the future against the Provider Released Parties arising from or related to: (a) unauthorized use or access of the Customer Account; (b) Customer's material breach of this Agreement; (c) any claim that the Customer Data infringes or violates the intellectual property rights, title, and/or interests of any third parties; or (d) any claim for personal injury, property damage, negligence, product liability, breach of warranty, breach of duty, statutory violation, or other claim made with respect to the Customer Data. Without limiting the foregoing, this indemnity and hold harmless provision is specifically intended to include all forms and types of damages, losses, costs, liabilities, taxes, and expenses that may be sought against the Provider Released Parties and the costs of litigation, including, without limitation, reasonable attorneys' fees. Provider shall promptly notify Customer of any claim or demand, specifying the nature of such claim or demand and the amount demanded. Customer shall not settle any claim or demand without the prior written consent of Provider. If it so chooses, Provider shall have the right to control the handling and resolution of any claim or demand which is subject to this indemnity and hold harmless provision, including the right to engage counsel of its choice to handle any negotiations or litigation. Customer agrees to cooperate and participate in the resolution of any claim or demand. The failure of the Provider to give reasonably prompt notice of any claim shall not release, waive, or otherwise affect Customer's obligations with respect thereto.

12. **Authority.** Customer represents and warrants that Customer has full approval and authority to enter into this Agreement, and the individuals executing this Agreement on behalf of Customer have been duly authorized.

13. **Amendment and Waiver.** No modification, variation, or amendment of this Agreement shall be effective unless agreed to in writing by both parties. A failure of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other terms or conditions hereof.

14. **Assignment.** Customer may not assign this Agreement without the prior written consent of Provider.

15. **Attorneys' Fees.** In the event any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses including, without limitation, reasonable attorneys' fees.

16. **Notice.** All notices required to be given under this Agreement shall be deemed delivered: (a) immediately upon hand-delivery; or (b) three (3) business days after sending the notice via U.S. Certified Mail, return receipt requested, addressed to the receiving party at the address provided by the receiving party from time to time; or (c) via email.

17. **Miscellaneous.** Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an employer-employee relationship, agency, partnership, or joint venture between the parties. This Agreement shall be subject to and governed by the laws of the State of Indiana, without consideration of any conflicts of laws principles. The parties agree that the proper venue for any dispute under this Agreement shall be the state and federal courts located in Marion County, Indiana. If any of the provisions of this Agreement are for any reason held by any court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions herein shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single Agreement.

PEED & BORTZ, L.L.C.
Civil/Environmental Engineers

C. Elvan Peed, P.E.

Scott Bortz, P.E.

Martin Jansons, P.E.

July 24, 2019

Melissa Hynes, Town Administrator
Town of Round Hill
P.O. Box 36
Round Hill, VA 20142

Re: iamGIS Recommendation

Dear Melissa:

We understand that Town staff has coordinated with iamGIS Group, LLC and has received a proposal to use their software platform to host a GIS/asset management system for the Town's water and wastewater systems. The iamGIS proposal includes an initial \$3,000 fee for digitization, setup, and training plus a \$2,500 software license fee for the first year of service. (The \$2,500 license fee is expected to be a recurring annual fee.) Based on our knowledge of the system and our discussions with Town staff, Peed & Bortz recommends that the Town approve this proposal.

We understand that the Town desires to develop a GIS for improved mapping and asset management of the water and wastewater systems. This is a common need of many municipalities, and one that we generally support. The traditional GIS development and implementation process can be complex, time consuming, and expensive. iamGIS is a web-based GIS platform that is significantly less expensive to implement with a web-based interface that is far more accessible/user-friendly than a traditional GIS package. We have not yet used the iamGIS platform, but based on the VRWA workshop demonstration and some subsequent investigation, we think they are offering a compelling value.

The annual \$2,500 fee can be thought of as a software plus web hosting license. The software is a simplified GIS system with the mapping and geographic tools that most utilities need in a system that is accessible and user-friendly. iamGIS also includes an integrated work order system that may prove valuable to the Town. The system is hosted online and can be accessed by Town employees through a web browser on most devices (computer, tablet, smartphone). Permission levels are established per user/device. Data is stored and automatically backed up remotely by iamGIS.

The \$3,000 upfront fee is essentially an initial setup fee to take available existing information (CAD files, hard-copy plans, etc.) and turn it into a water and wastewater geodatabase. Based on our previous experience, this fee is very reasonable. The resulting GIS/base mapping will be far from perfect, but can then be updated and improved over time by Town staff and Peed & Bortz. As the underlying data becomes more detailed and accurate, the system becomes more and more useful.

According to the company, data from the iamGIS system is exportable to standard GIS formats. Therefore, even if the Town decides to migrate to a different system in the future, the underlying information should be available to act as a base for the new system. Combined with the low cost, this export capability results in a low-risk investment by the Town. Peed & Bortz therefore recommends that the Town authorize the iamGIS proposal and we stand ready to support and assist as desired.

Sincerely,



Keith E. Lane, PE

Mayor
Scott T. Ramsey

Council

Mary Anne Graham, Vice Mayor
Mike Hummel
Amy Evers
Donald Allen
Melissa Hoffmann

Town Administrator/Clerk
Melissa Hynes



23 Main Street (Rt. 719-N)
PO Box 36
Round Hill, VA 20142-0036
Tel (540) 338-7878
Fax: (540) 338-1680

Website: roundhillva.org

STAFF REPORT

ACTION ITEM

TO: Mayor and Town Council

SUBJECT: Design Award for South Main Zone Water Tank

DATE OF MEETING: October 24, 2019

STAFF CONTACTS: Melissa Hynes, Town Administrator
Robert W. Lohr, Jr., Project Support

Summary and Recommendations:

The Town has looked at constructing this second major water storage tank for over a decade to help strengthen our water system. It was identified in the Comp Plan and the 2015 Water System Planning Document as important to our system. The Town moved forward last FY and completed the needed zoning at the County level. Staff recommends that we proceed with Design as approved in the FY 2020 CIP. A copy of the proposal for engineering services for the South Main Zone Elevated Water Tank is included under Attachment 1.

Background:

This proposed tank will be an elevated tank at the same elevation as the Evening Star Tank in order to provide adequate storage and pressure throughout our water system. This tank is needed to provide service to the southern zone of Lake Ridge, WestLake and Upper Lakes. In addition, this tank will provide storage and pressure to our system so we can take the Evening Star tank out of service for internal maintenance. The Town completed the PER in June of 2016 and received the needed Commission Permits (CMPT-2018-0002, CMPT-2018-003) and Special Exception (SPEX-2018-0010) to proceed with the project from the County in January of 2019.

Issues:

Currently, the Town's largest and main zone operates with only one tank. It creates an enhanced risk for emergency or unexpected system component failures. Without that redundancy, the Town is exposed to many additional risk factors. It makes the system more resilient and able to operate in emergencies such as pipe breaks, leaks or major fire emergencies. With two tanks, the operational flexibility is greatly improved, and we have a larger storage capacity to buffer any significant system issues or outages.

Budget Impact:

The Town approved \$190,000 for FY 20 in order to begin this design work. This project was identified as a four-year project with a budget of \$2.7 million dollars.

Motion(s):

"I move that we approve the attached Proposal for Engineering Services for the Round Hill South Main Zone Elevated Water Tank identified as P&B JN: 19-02. This involves committing a total lump sum of \$171,500 for the identified four phases of the engineering support services. I further direct the Town Administrator to sign the scope of services and contract."

Attachments:

Attachment 1 – Letter and Scope of Services from Peed and Bortz, LLC dated 5/6/19 and updated on 9/24/19

ATTACHMENT 1

PEED & BORTZ, L.L.C.
Civil/Environmental Engineers

C. Elvan Peed, P.E.

Scott Bortz, P.E.

Martin Jansons, P.E.

May 06, 2019 (Updated September 24, 2019)

Melissa Hynes, Town Administrator
Town of Round Hill
23 Main Street
P.O. Box 36
Round Hill, VA 20142

Re: Proposal for Engineering Services
Round Hill South Main Zone Elevated Tank
P&B JN: 19-02

Dear Melissa:

{This proposal is an updated version of our proposal dated May 06, 2019. The Scope of Services and Compensation sections have not changed. This version includes an updated schedule and additional introductory information.}

Thank you for the opportunity to provide the Town with this proposal for professional engineering services associated with the proposed South Main Zone Elevated Tank project. This project was identified as a high priority project in the 2015 *Water System Planning Study*, and was defined in more detail in the June 2016 *Preliminary Engineering Report Round Hill Water System Improvements: South Tank, Yatton Loop, & Well 22A*, which was approved by the VDH Office of Drinking Water on July 29, 2016.

As described in the June 2016 PER, construction of the South Tank is needed to address the following system needs:

Improved System Reliability and Redundancy: Currently, the Town's main zone operates with only one storage tank. This was not the intent of previous system planners/designers and results in a heightened risk associated with unexpected system component failures. For example, a problem with the Evening Star Tank (such as a tank issue or control valve failure) could immediately result in no system storage for an extended period. A line break at multiple critical locations could also result in extended service outages for a large number of Town customers.

A second storage tank can improve system reliability in multiple ways. Redundancy allows for continuous maintenance of service during routine activities such as tank inspections and draining/cleaning activities. A second tank location, particularly located in the southern portion of the zone, also reduces the risk of extended service loss due to pipe breaks, since the break area can be generally be isolated and water be fed to customers from multiple directions.

Facilitation of Maintenance Activities: A second tank would facilitate multiple maintenance activities. The existing Evening Star Tank has been in service for roughly 17

years without interior rehabilitation or painting. This is well beyond industry standard. Taking the tank out of service for 4-6 weeks has the potential to be very disruptive to operations. Without a second tank, this extended down period represents a significant risk to the reliability of the water system. Short-term pressure fluctuations could result in increased potential for system damage, and reliable fire flow would be almost impossible to maintain. A second tank essentially eliminates these concerns, allowing the Evening Star Tank to be taken offline for an extended period so that rehabilitation/repainting may be done properly without the need for undue haste.

A second tank will also enhance routine maintenance. Flushing and maintenance activities often require closing certain system valves in order to isolate a limited portion of the system. With a single tank location, sometimes these isolation activities require reduction or loss of service to a relatively large portion of the system. The addition of a second tank location may allow service to be maintained to a larger portion of the service area for many maintenance activities. A second tank location may also facilitate the ability to move water in multiple directions for universal flushing activities to better remove sediment and clean the piping systems.

Improved System Pressures and Available Fire Flow: While normal system pressures in the Town's main zone are reasonably good, model results from the June 2016 PER indicate a number of fire hydrants (76, or 34% of the total) with an available capacity below the 1,750 gpm minimum established by the Loudoun Water Engineering Design Manual, including 36 (16%) below 1,000 gpm. All of the hydrants below 1,000 gpm are located in the southern portion of the system. The model indicates that addition of the South Tank will bring all main zone hydrants above 1,000 gpm, with only a few remaining hydrants (19 – generally located near system edges or high points) below the 1,750 gpm standard.

Improved Operational Flexibility: Additional storage volume allows for additional operational flexibility by allowing operators to operate the tanks with a broader range while still maintaining available storage for fire flow. Additional storage volume also provides additional buffer in the event of temporary system outages.

In January 2019, the Town received approval from Loudoun County for the necessary Commission Permits (CMPT-2018-0002, CMPT-2018-0003) and Special Exception (SPEX-2018-0010) for the proposed tank site. The proposed site is a one-acre parcel (Tax Map # /43/A/2////22B, PIN 586-40-5980) identified as "Lot 22B, Utility Outlot" in the Round Hill Rural Estates Upper Lakes subdivision. The Town also owns easements on the adjacent parcel (Tax Map # /43/A/2////22/, PIN 586-40-8883) for purposes of site access and installation of a water main to connect the tank to the existing water distribution system.

The existing site is completely wooded, and access is not currently available for the equipment needed to perform geotechnical investigations necessary for final design; therefore, the scope of services is phased such that an initial design will be prepared that is suitable for Loudoun County site plan and erosion control approvals. Following Loudoun County approval, clearing and initial erosion control activities may be implemented. Once the site has been cleared, and final site survey and geotechnical investigation has been performed, the

design drawings and documents will be updated and revised prior to bidding the tank construction.

As indicated in Section C "Schedule", we expect that this project will take approximately 3 years to complete. Given the age of the Evening Star Tank and the need for a complete interior rehabilitation (as well as the ongoing risks of having only a single tank), we recommend that the South Tank project be started as soon as practical. We will strive to expedite activities where appropriate, and depending on seasonal timeframes and weather conditions, it may be possible to compress the overall project schedule somewhat from the estimates provided.

A. Scope of Services

Based on our present understanding of your requirements, Peed & Bortz proposes the following engineering services.

Phase 1 – Basic Design: Phase 1 will consist of basic design services resulting in plans and specifications for site clearing, grading, and installation of the access road and connecting water main. Tank design is included in this phase, but final foundation design will be revised in Phase 3 based on actual results and recommendations from the geotechnical investigation.

1. Coordinate with a registered land surveyor to obtain a topographic survey of the site and to stake out property and easement corners. (Costs for the Surveyor will be paid directly by the Town or reimbursed to Peed & Bortz.) In addition to the proposed tank site survey, the surveyor will also perform limited work at the existing Evening Star Tank site to verify elevations of the existing tank, and will set reference benchmarks at both locations. This is necessary since the elevations of the two tanks should be matched as closely as practical.
2. Develop base mapping for the site based on existing information and the topographic survey. Perform additional field investigation as needed to supplement the survey.
3. Coordinate with tank manufacturers related to tank design, preferred shape and options, preliminary foundation design, antenna mounting considerations, construction methodology and space requirements, and other design details.
4. Prepare preliminary design plans including tank location, layout, proposed grading, access road, connecting water line (alignment and profile), and tank sections and details (including provisions for telecom equipment).
5. Provide preliminary plans to the Town and meet to review the plans and obtain comments.
6. Complete final site plans, including "near final" tank drawings, and technical specifications. Final site plans will include limits of clearing, proposed

- grading, and necessary site erosion control measures. Prepare specifications and bidding/contract documents for the site work portion of the project.
7. Prepare preliminary land development application for Loudoun County. Arrange a pre-application meeting through the Department of Building and Development to discuss the application. Based on the results of the pre-application meeting, update the plans, specifications, and application package information and assist the Town to submit the package for approval.
 8. If required by Loudoun County, coordinate with a properly licensed company to perform applicable wetland delineation, tree survey, and related site investigations. (Costs for these site investigations, if required, will be paid directly by the Town or reimbursed to Peed & Bortz.)
 9. Coordinate with the VDH Office of Drinking Water and submit plans, specifications, and design notes for review and issuance of a Waterworks Construction Permit.
 10. Address comments and re-submit plans and application package information to obtain County site plan approval.

Phase 2 – Site Bidding & Construction: Phase 2 will consist of bidding and construction administration services related to the sitework components of the project, including clearing and grubbing, grading, erosion control implementation, and installation of the proposed water main and access road. Following clearing, Phase 2 will also include geotechnical borings and investigation necessary for finalizing the design of the tank foundation.

11. Coordinate with the Town to confirm final scope of construction for the clearing/sitework phase of construction. Finalize contract/bidding documents for the construction project.
12. Prepare the Advertisement for Bids and assist the Town as needed to place the advertisement. (Advertisement costs to be paid directly by the Town or reimbursed to Peed & Bortz.)
13. Issue Contract Documents (including plans) to prospective bidders and maintain a plan holders list.
14. Coordinate and attend a pre-bid conference. Prepare and distribute meeting minutes. Answer questions from prospective bidders and issue addenda as required.
15. Attend the bid opening and assist with the review of the bid packages, including verification of references as required. Prepare a letter of recommendation to the Town.
16. Prepare Notice of Award and Agreement package, review contractor bonds and insurance certificates, and coordinate final execution of the Agreement between Contractor and Town.

17. Assist the Town and the Contractor to complete the Loudoun County Grading Permit application and bond estimate.
18. Conduct a preconstruction conference. Invite regulatory authorities (VDOT, Loudoun County) and/or coordinate with them to incorporate applicable requirements/issues into the preconstruction conference agenda. Following the meeting, prepare and distribute meeting minutes.
19. Review contractor shop drawings and maintain a construction submittal log.
20. Conduct monthly site visits/ progress meetings with the Town and site contractor. In conjunction with part-time construction inspection provided by Town staff, these visits will assess compliance with plans and specifications.
21. Perform substantial and final inspections and prepare punch lists. If required, provide professional engineer's certificate of project completion for this phase of the work.
22. Once clearing activities have been completed, coordinate with a properly licensed company to perform geotechnical borings and subsurface investigation. The Geotechnical Engineer will provide a summary report for use by the tank manufacturers for final foundation design. (Direct costs of the geotechnical work will be paid directly by the Town or reimbursed to Peed & Bortz.)

Phase 3 – Final Tank Design: Phase 3 will consist of finalizing the tank design, including final foundation requirements based on the results of the geotechnical investigation. Peed & Bortz will develop complete plans and specifications for the construction of the elevated water tank and related appurtenances.

23. Update the plans to reflect "as-built" locations and alignments for portions of the work completed by the Phase 2 contractor. Use these updated drawings as the basis for the final tank design drawings.
24. Coordinate with tank manufacturers to finalize tank and foundation design requirements. Finalize tank plans and specifications, including size/shape requirements, antenna mounting considerations, construction methodology and space requirements, appurtenances, and other design details.
25. Coordinate with Geotechnical Engineer and/or Hydrogeologist to evaluate potential for impacts to nearby residential wells and, if required, develop a plan for nearby well monitoring during the construction period. (Direct costs of the Geotechnical Engineer and/or Hydrogeologist will be paid by the Town or reimbursed to Peed & Bortz.) As appropriate, incorporate applicable requirements for the tank contractor into the plans and specifications.
26. Complete tank design plans and specifications. Provide documents to the Town and meet to discuss and obtain review comments.

27. Complete plans, specifications, and bidding/contract documents for the tank construction portion of the project.
28. Coordinate with the VDH Office of Drinking Water as appropriate to provide any updates to the design.
29. Coordinate with and, if applicable, meet with Loudoun County to discuss the tank plans as part of an effort to streamline the building permit process. Update the plans, specifications, and supplemental information as appropriate.

Phase 4 – Tank Bidding & Construction: Phase 4 will consist of bidding and construction administration services related to the tank installation.

30. Coordinate with the Town to confirm final scope of construction for the tank installation. Finalize contract/bidding documents for the construction project. Based on previous discussions and Loudoun County permitting documents, we anticipate bidding the project with alternates for composite and pedisphere tank styles.
31. Prepare the Advertisement for Bids and assist the Town as needed to place the advertisement. (Advertisement costs to be paid directly by the Town or reimbursed to Peed & Bortz.)
32. Issue Contract Documents (including plans) to prospective bidders and maintain a plan holders list.
33. Coordinate and attend a pre-bid conference. Prepare and distribute meeting minutes. Answer questions from prospective bidders and issue addenda as required.
34. Attend the bid opening and assist with the review of the bid packages, including verification of references as required. Prepare a letter of recommendation to the Town.
35. Prepare Notice of Award and Agreement package, review contractor bonds and insurance certificates, and coordinate final execution of the Agreement between Contractor and Town.
36. Assist the Town and the Contractor to complete the requirements for the Loudoun County Building Permit and the final Grading Permit application and bond estimate.
37. Conduct a preconstruction conference. Invite regulatory authorities (VDH, VDOT, Loudoun County) and/or coordinate with them to incorporate applicable requirements/issues into the preconstruction conference agenda. Following the meeting, prepare and distribute meeting minutes.
38. Review contractor shop drawings and maintain a construction submittal log.
39. During periods of onsite tank construction, conduct regular (typically monthly, potentially twice per month during heavy activity periods) site visits/ progress

meetings with the Town and tank contractor. In conjunction with construction inspection provided by the Town, these visits will help to assess compliance with plans and specifications.

40. Perform substantial and final inspections and prepare punch lists. Provide professional engineer's certificate of completion and bacteriological test results to VDH upon project completion to obtain approval to place the new tank in service.
41. Prepare record drawings of the completed work.

B. Town Responsibilities

The Town will provide the following information and work items for this project:

1. Pay fees associated with supplemental/additional services as needed to complete the project, including survey, wetland delineation, geotechnical investigation, and hydrogeological services. (If desired, Peed & Bortz may be able to offer these services through sub-consultants.)
2. Provide daily project inspection services for the tank construction work. Provide additional Town staff for supplemental activities as needed.
3. Provide review comments for design and bidding documents.
4. Provide project funding, including permitting and advertisement costs.
5. Provide necessary legal services, including real estate transactions, and pay for any necessary easements or property.

C. Schedule

We expect to complete Phase 1 design activities and be ready to submit to Loudoun County and VDH within 5 months of your authorization to proceed. The remaining phases will be completed in conjunction with County and regulatory agency review, bidding, award, and construction progress. A preliminary estimate of timeframes is included below, subject to regulatory schedules and availability of Town funds.

Phase 1 Basic Design: November 2019 – March 2020 (5 months)
Regulatory Approvals: April 2020 – June 2020 (3 months)
Phase 2 Bidding: July 2020 – August 2020 (2 months)
Phase 2 Construction: September 2020 – December 2020 (4 months)
Phase 3 Final Design: January 2021 – February 2021 (2 months)
Phase 4 Bidding: March 2021 – May 2021 (3 months)
Phase 4 Construction: June 2021 – November 2022 (18 months)

D. Compensation

Our lump sum fee to provide the above services will be as follows. The proposed fee is calculated as 8.3% of the \$2.068 million probable construction cost from the 2016 PER. This percentage was determined using the standard reasonable fee as defined on the 2017 Virginia Rural Development engineering fee curve for water storage facilities (8.8%) minus a discount of 0.5%. Monthly invoicing will be based on project progress.

Phase 1 Basic Design Services: Tasks #1-10 (50% of total fee)	\$85,750
Phase 2 Site Bidding & Construction: Tasks #11-22 (10% of fee)	\$17,150
Phase 3 Final Tank Design: Tasks #23-29 (17% of fee)	\$29,155
Phase 4 Tank Bidding & Construction: Tasks #30-41 (23% of fee)	<u>\$39,445</u>
Total Lump Sum	\$171,500

As noted above, additional services necessary for the project may be provided either directly by the Town or by Peed & Bortz via sub-consultants, including but not limited to topographic and property survey, geotechnical investigation, wetland delineation, arborist/tree preservation services, hydrogeologist services, and periodic or daily construction inspection services. Unless otherwise agreed to in writing, such services that are paid for by Peed & Bortz via sub-consultants will be reimbursed by the Town based on direct cost plus 15%.

E. Approval

If you find this proposal acceptable, please sign the enclosed copy and return it to us for our records.

Thank you for the opportunity to be of service.

Sincerely,



Keith E. Lane, PE
Partner, Peed & Bortz, LLC

Accepted by: _____

Date: _____

Printed Name _____

Title _____