



TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, August 12, 2013 @ 7:00 p.m.
Warren County Government Center

1. Pledge of Allegiance
 2. Moment of Silence
 3. Roll Call
 4. Approval of the Regular Council Meeting minutes of July 22, 2013.
 5. Receipt of Petitions and/or Correspondence from the Public
 6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
 - *7. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED) – N/A**
 - A. COUNCIL APPROVAL – Bid – Biosolids Disposal Services
 - B. COUNCIL APPROVAL – Bid – Sewer Pipe Lining
 - C. COUNCIL APPROVAL – Authorize to Apply for Grant from Federal Seized Assets – Police Dept.
 - D. COUNCIL APPROVAL – Job Reclassification in Police Department
- *The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING TO RECEIVE PUBLIC INPUT** – Matters Proposed by Front Royal Limited Partnership (“FRLP”)
 9. **COUNCIL APPROVAL** – An Ordinance to Amend and Reenact Sections of Chapter 134 of the Town Code pertaining to Amendments of Prohibited Discharge Standards (*2nd Reading*)
 10. **COUNCIL APPROVAL** - Eagle Scout Project at Gazebo Area - Devon Biggs
 11. **COUNCIL APPROVAL** – Award of Engineering Design Contract for Leach Run Parkway
 12. **CLOSED MEETING** – Public Contract



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: August 12, 2013

Agenda Item: COUNCIL APPROVAL – Bid – Biosolids Disposal Services

Summary: Council has received a request from the Purchasing Agent, seeking approval of a bid from Waste Management of Virginia/Maryland for the amounts listed in the Quotation Tabulation for biosolids disposal services, for a one-year period with the right to reserve the option of two (2) one-year renewals with satisfactory performance.

Budget/Funding: FY14 Wastewater Treatment budget line item 9801-43005 "Maintenance Service Contracts"

Attachments: Memorandum and Quotation Tabulation from Purchasing Agent and Memorandum from the Wastewater Manager.

Meetings: None

Staff Recommendation: Approval ☒ Denial ☐

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from Waste Management of Virginia/Maryland for the amounts listed in the Quotation Tabulation for biosolids disposal services, for a one-year period with the right to reserve the option of two (2) one-year renewals with satisfactory performance.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB



TOWN OF FRONT ROYAL

DEPARTMENT OF FINANCE

PURCHASING DIVISION

102 E. MAIN STREET

P.O. BOX 1560

FRONT ROYAL, VIRGINIA 22630-1560

CYNTHIA A. HARTMAN, CPPB

Purchasing Agent

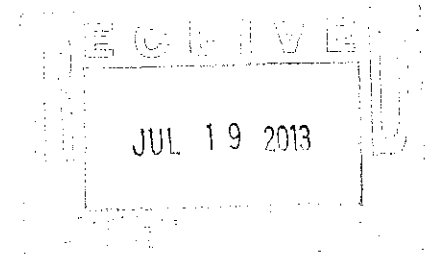
(540) 636-6889

(540) 636-7473 fax

email: cahartman@frontroyalva.com

MEMORANDUM

Date: July 18, 2013
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item



On Friday, June 28, 2013, I held a bid opening to obtain costs for Wastewater Treatment biosolids disposal services. I received two (2) responses (see attached tabulation), with one of them being a "No Quote". Due to the dollar amount this service will cost, I will need Council approval of the award. Please add this item to the August 12, 2013 Town Council agenda for their action.

Please note that this company has been continually providing the Town this service since 2007. The Wastewater Treatment plant is very satisfied with the company.

Staff recommends the award for biosolids disposal be made to Waste Management of Virginia/Maryland for a one-year period, with the right to reserve the option of two (2) one year renewals with satisfactory performance.

Funding for this service is available in the FY14 Wastewater Treatment budget line item 9801-43005 "Maintenance Service Contracts".

TOWN OF FRONT ROYAL, VIRGINIA
Quotation Tabulation

ITEM: BIOSOLIDS DISPOSAL SERVICES

Quotation N/A

Date: June 4, 2007

Mailed 4

Replied 2

QUANTITY	Vendor Quotation		QUOTATION	QUOTATION
	WASTE MANAGEMENT	ENVIRONMENTAL WASTE SPECIALISTS		
SLUDGE - 20 YARD ROLL-OFF (PER HAUL)	\$545.00	N/Q		
SLUDGE DISPOSAL - 20 YARD ROLL-OFF (PER TON)	\$57.50	N/Q		
EQUIPMENT RENTAL - 20 YARD ROLL-OFF (PER MONTH)	\$150.00	N/Q		
Total				
Discount				
Net Quotation				
Terms				

The above proposals verified to specifications and compliance with terms and conditions.

Witness

Witness

Purchasing Agent



**TOWN OF FRONT
ROYAL
WASTEWATER
TREATMENT PLANT**

Memo

To: Cynthia A. Hartman, Purchasing Agent
From: Timothy L. Fristoe, Wastewater Manager
Date: 7/18/2013
Re: Biosolids Disposal Proposal

I have reviewed the Biosolids Disposal Proposals from the Request for Proposals that were received on the June 28, 2013. As you know only 1 vendor responded (Waste Management). Waste Management's proposal for Biosolids Disposal is as follows:

Monthly Container Rental:	\$150.00 a container (we will rent 4 containers each month @ \$600.00)
Hauling fee:	\$545.00 per haul (transportation from Front Royal to LCS Landfill in Hedgesville, West Virginia)
Disposal fee:	\$57.50 per ton

From our previous 3 year contract for these services the following prices have changed:

Monthly Container Rental:	\$142.31 a container (4 container rental a month: \$569.24)
Hauling fee:	\$575.00 per haul
Disposal Fee:	\$57.50 per ton

This is a very reasonable proposal and I would like to recommend we move forward to renewing a new 3 year contract with Waste Management for the Town's Biosolids Disposal Services. Waste Management has

provided these services to the Town's Wastewater Treatment Plant in the past 6 years and has provided the facility with excellent service. Could you please arrange to have this proposal and the contract for these services for the Town Council's approval?

If you have any questions regarding this decision please contact me.

CC: Jimmy Hannigan, Director of DES



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: August 12, 2013

Agenda Item: COUNCIL APPROVAL – Bid – Sewer Pipe Lining

Summary: Council has received a request from the Purchasing Agent, seeking approval of a bid from Insituform Technologies in the amount of \$864,900.00 for cured-in-place sewer pipe lining

Budget/Funding: Encumbrance carried forward from the FY13 Budget Purchase Order #27347A. It is currently in the FY14 Sewer Line Maintenance budget line item 9802-R47998, "I & I Abatement".

Attachments: Memorandum from Purchasing Agent and Quotation Tabulation

Meetings: Work Session held August 5, 2013

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from Insituform Technologies in the amount of \$864,900.00 for cured-in-place sewer pipe lining.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB



MEMORANDUM

Date: August 6, 2013
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent 
RE: Agenda Item

On Friday, July 19, 2013, I held a bid opening for cured-in-place pipe lining. I received four (4) quotations for the work (see attached tabulation sheet).

Due to the dollar amount, I will need Town Council approval before continuing with the purchasing process. Please add this item to the August 12, 2013 Council agenda, for their action.

Staff recommends the award for cured-in-place pipe lining be made to Insituform Technologies for a total cost of \$864,900.00.

Funding is available on an encumbrance carried forward from the FY13 budget, Purchase Order #27347A. This is in the FY14 Sewer Line Maintenance budget line item 9802-R47998, "I&I Abatement".

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: PIPE LINING

Quotation #15

Date: JULY 19, 2013

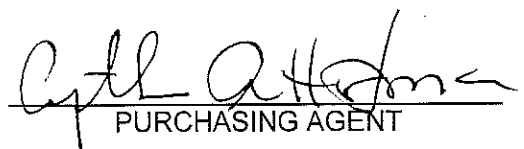
Mailed: _____

Replied 4

Vendor Quotation				
	AM-LINER EAST	LAYNE INLINER	INSITUFORM TECHNOLOGIES	TRI-STATE UTILITIES
	BERRYVILLE VA	CHARLOTTE NC	CHESTERFIELD MO	CHESAPEAKE VA
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
CURED-IN-PLACE PIPE LINING				
TOTAL FOR COMPLETE PROJECT	\$1,013,310.00	\$944,180.00	\$864,900.00	\$993,600.00
TOTAL QUOTATION				
	\$1,013,310.00	\$944,180.00	\$864,900.00	\$993,600.00

The above proposals verified to specifications and compliance with terms and conditions.

WITNESS


PURCHASING AGENT



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: August 12, 2013

Agenda Item: COUNCIL APPROVAL – Authorize to Apply for Grant from Federal Seized Assets – Police Department

Summary: Council is requested to authorize the Police Department to apply for a grant proposal for a Mobile Tactical Command Center, available from federal seized assets solicitation released to Virginia Law Enforcement.

Budget/Funding: None

Attachments: Memorandum from Chief of Police and Grant Information

Meetings: None

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council authorize the Police Department to apply for a grant for a Mobile Tactical Command Center through federal seized assets.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
24 WEST MAIN STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN A. SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Steve Burke, Town Manager

From: Norman A Shiflett, Chief of Police

Date: July 31, 2013

Subject: Federal Seized Assets Solicitation Released to Virginia Law Enforcement

The department is requesting that Council authorize a grant proposal for a Mobile Tactical Command Center. This grant is available through the efforts of the Virginia State Attorney's Office in the prosecution of a Medicare fraud case.

The funds that are available through Federal Seized assets can be utilized for the purchase of equipment specifically for law enforcement.

The current vehicle that the department is utilizing for a tactical delivery vehicle for our Emergency Services Team is outdated and unserviceable. It has broken down several times in the past due to the age of the vehicle. It is not equipped to function as a Command Center during emergency situations.

The proposed vehicle will function not only as a safe and effective delivery vehicle for our tactical officers, but it will meet all of our needs as a Command and Control vehicle.

Application Form

Office of the Attorney General of Virginia, 900 East Main Street, Richmond, Virginia 23219

Grant Program:	Asset Forfeiture Transfer Program	Congressional District(s)	6
Applicant:	Front Royal Police Department	Faith Based Organization?	☐ Yes ☒ No
Applicant Federal ID Number:	546001299		
Jurisdiction(s) Served and Zip Codes:	Front Royal, Virginia, 22630; Warren County, Virginia, 22610, 22630, 22642, 22645, 22655, 22663		
Purpose:	Mobile Tactical Command Center		
NCIC Number:	VA0930100	DUNS NUMBER:	614109015
Type of Application: 1	1. <u>Law enforcement equipment</u> 2. Law enforcement and prosecutor training 3. Drug and gang education and awareness programs 4. Asset accounting and tracking 5. Law enforcement facilities 6. Other		
☒ Yes ☐ No	Is your agency in compliance with the Agreement, Certification and Audit provisions of the United States Department of Treasury <i>Greenbook</i> ?		

	Project Director	Project Administrator	Finance Officer
Name:	Norman Shiflett <i>NAS</i>	Steven M. Burke <i>SMB</i>	Kim Gilkey-Breeden
Title:	Chief of Police	Front Royal Town Manager	Director of Finance
Address:	24 W. Main St., Front Royal, VA 22630	102 E. Main St., Front Royal, VA 22630	102 E. Main St., Front Royal, VA 22630
Phone:	(540) 635-2111	(540) 635-8007	(540) 635-7799
Fax:	(540) 635-6160	(540) 636-7475	(540) 635-2298
E-Mail:	nshiflett@frontroyalva.com	sburke@frontroyalva.com	kgilkeybreeden@frontroyalva.com

Signature of Project Administrator:

Brief Project Description:

The Front Royal Police Department is applying for funding to purchase a Mobile Tactical Command Center vehicle. The vehicle will not only be used by our Department, but will be available to all jurisdictions within the Northwest Virginia Regional Drug Task Force; this includes Warren County, Winchester City, Frederick County, Clarke County, Shenandoah County, Page County, and the Town of Strasburg.

Project Budget Description		Total Requested
Agency Budget	Requested Amount	Percent of Budget
\$4,077,730.00	\$187,344.00	4.6

Application Form

Grant Application Cover Form Instructions

Grant Program: Completed

Congressional District(s): List the congressional district number(s) that will benefit from this grant.

Applicant: Provide official name of the applying locality, agency, organization, etc.

Faith Based Organization: Completed

Applicant Federal ID Number: Provide the applicant's federal identification number.

Jurisdiction(s) Served and Zip Codes: List the names and zip codes of the jurisdictions, localities, communities, etc. that will be served by this grant.

Purpose Title: Provide the applicant's name for the project.

DUNS Number: DUNS stands for "data universal numbering system." DUNS numbers are issued by Dun and Bradstreet (D&B) and consist of nine digits.

Type of Application: Circle which type of permissible use you will use the funds for.

Are you Certified: Mark "Yes" if you are in compliance with the Agreement, Certification and Audit provisions of the United States Department of Treasury *Greenbook*

Project Director: Person who will have day-to-day responsibility for managing the project.

Project Administrator: Person who has the authority to formally commit the locality, agency, or organization to all the terms of the application such as a city, county, or town manager, the chief elected officer of the locality, the executive director, or agency head. If another individual has been delegated the authority to sign, and signs the grant application, please provide a copy of the letter, memorandum, or other document by which the signing authority was delegated.

Finance Officer: Provide the name and title of person who will be responsible for fiscal management of the grant funds.

Brief Description: Provide a concise description of the project and the proposed use of the grant funds.

Project Budget Summary: Total figures for requested items.
Below the requested amount, please fill out the agency budget, amount requested and the percentage of your request to your agency budget.

**Front Royal Police Department
Mobile Tactical Command Center
Project Narrative**

Need Statement

The Town of Front Royal is located in Warren County, Virginia. The County has a population of approximately 38,000 and is bordered by Frederick, Clarke, Fauquier, Rappahannock, Page and Shenandoah Counties. It has a total land area of 219 square miles, with the Town of Front Royal covering 9.5 square miles. The population of the Town of Front Royal is approximately 15,000 or 40% of the total County population. Within the geographic boundaries of Warren County are several important State and Federal facilities including the United States Customs Dog Training Center, the Alcohol, Tobacco, and Firearms Canine Training Center, the Smithsonian Conservation Biology Institute, and the Virginia Inland Port. We also serve as the home to more than ten large scale industrial operations, two large commercial shopping centers, several nursing home facilities, multiple high density housing areas, Dominion Power's Warren County Power Plant (under construction) and the RSW Regional Jail (under construction).

The Front Royal Police Department (FRPD) is a full-service law enforcement agency that serves the citizens of Front Royal and Warren County. The Department is comprised of 38 certified officers, 12 full and part-time civilian personnel, and 2 police canines all working toward the goal of making our community a great place to live and raise a family. FRPD consists of the following divisions: administrative, patrol, criminal investigations, communications, records, and community relations and two special units, the Emergency Services Team and the Crisis Negotiation Team. We are also active members of the Northwest Virginia Regional Drug Task Force and we actively support the Northwest Virginia Regional Gang Task Force, both of which work to protect the safety, dignity and property of citizens in Clarke County, Frederick County, Page County, Shenandoah County, Warren County, Front Royal, Strasburg, Winchester, and the Virginia State Police Departments. Our staff is committed to providing the highest caliber of police service through our partnerships with the community and constantly works to resolve problems, improve the quality of life, respect the rights and dignity of all individuals, and treat our citizens as fair and equitable as possible.

The Front Royal Police Department is currently operating without a Mobile Tactical Command Center. The closest piece of equipment that the Department has in service is a 1979 GMC truck that was previously utilized by our Public Works staff and converted so that it could be used to transport our SWAT team personnel. On average, this vehicle is deployed 25 times per year, but it has proven extremely unreliable often breaking down and preventing our emergency responders from being able to provide timely and efficient response to emergency situations. The vehicle is only capable of being used for transportation purposes, making it very difficult for officers to mobilize for any incidents that require the establishment of a command post. While we fully recognize the importance of reliable equipment to ensure the safety of our staff and our community, it is not feasible for our Department or the Town of Front Royal to fund the

purchase of a new Mobile Tactical Command Center. There is currently no funding appropriated for this type of project and no immediate plans for funding it in the future.

If FRPD is successful in obtaining funding through the Office of the Attorney General of Virginia's Asset Forfeiture Transfer Program, the Department will purchase a Mobile Tactical Command Center that will be used in our continued efforts to prevent and deter crime, and improve the functioning of the criminal justice system. It would be utilized for Critical Incident Management of all sizes of incidents requiring specialized equipment and /or lengthy, ongoing single or multi-agency responses. Incidents would include, but not be limited to:

- Crime scene investigations
- Swift water and dive team rescues
- S.W.A.T. call outs
- Incidents on school campuses
- Haz Mat incidents
- Pandemic issues
- Interstate closures
- Fires involving serious injuries and/or fatalities
- Special community events involving large crowds.

The availability of such a specialized Mobile Tactical Command Unit would enable Emergency Services (Fire, Police, Search and Rescue, Water Rescue, and Ambulance) within in Front Royal and Warren County to work together more efficiently during incidents of all sizes and a variety of often complicated rescue situations. As well, this unit would serve as a specialized mutual aid vehicle in the event that a critical incident occurs in a neighboring county and our staff is requested to respond.

Project Description

FRPD recognizes that law enforcement is always on the frontline in position as emergency responders; therefore we must always be cognitive of our needs as a rapid deployment unit and must be ready to react to the needs of our citizens, our community, and our surrounding communities. Our Department understands that it must be prepared with the proper planning, training, and equipment utilization to assume management and command responsibility almost instantaneous to an emergency event or disaster.

FRPD plans to purchase a Mobile Tactical Command Center that will be used in our continued efforts to prevent and deter crime, and improve the functioning of the criminal justice system. Such a device would allow officers to respond to critical incidents with a high degree of safety while approaching much closer and faster than we are currently able to do. The acquisition of this type of vehicle will enhance the security of Front Royal as well as the Commonwealth of Virginia by providing safe and effective means of response to critical incidents on a local and regional scale.

Project Timeline

Month 1	Execute grant related paperwork, issue necessary purchase order(s), purchase all grant related equipment
Month 2-8	Receive and inventory equipment
Month 9	Schedule and complete training for department personnel
Month 10	Schedule and complete training for personnel outside of the department
Month 11	Conduct joint training exercise with local and regional emergency response teams
Month 12	Place Mobile Tactical Command Center in service and begin tracking performance measures to assess the success of the project

Performance Measures

At the completion of the Mobile Tactical Command Center project, the Front Royal Police Department will assess the success of the transferred funds in addressing the unmet needs of the community. We will accomplish using the follow measures:

- Amount of OAG funds used to purchase equipment
- Percent of staff that directly benefitted from the equipment purchased with OAG funds
- Number of Front Royal Police Department staff trained on the new equipment
- Number of outside agency staff trained on the new equipment
- Number of incidents in which the newly purchased equipment is utilized

Office of the Attorney General

Budget Narrative

List each item separately on the **Budget Narrative** form and include a cost per unit. Explain the relevance and importance of each item to the support of local, regional, and/or state law enforcement/prosecution activities and/or criminal justice system improvements. Items that are not thoroughly described, that do not include a cost per unit and/or do not have adequate justification may be deleted from your budget. The text boxes will expand as text is entered. Use as many Budget Narrative pages as needed.

Item Description, Cost Basis, Justification	Requested FUNDS	
		Total
ITEM:		
<u>Mobile Tactical Command Center</u> The Front Royal Police Department (FRPD) is pursuing the purchase of a vehicle to serve as a Mobile Tactical Command Center. The acquisition of the vehicle will be extremely cost effective as it will be used by not only FRPD, but will also be available to all jurisdictions within the Northwest Virginia Regional Drug and Gang Task Forces for situations such as crime scene investigations, swift water and dive team rescues, S.W.A.T. call outs, incidents on school campuses, haz mat incidents, pandemic issues, interstate closures, fires involving serious injuries and/or fatalities, and special community events involving large crowds. FRPD recognizes that law enforcement is always on the frontline in position as emergency responders; therefore we must always be cognitive of our needs as a rapid deployment unit and must be ready to react to the needs of our citizens, our community, and our surrounding communities. Our Department understands that it must be prepared with the proper planning, training, and equipment utilization to assume management and command responsibility almost instantaneous to an emergency event or disaster.	\$187,344.00	\$187,344.00

FRPD plans to purchase a Mobile Tactical Command Center that will be used in our continued efforts to prevent and deter crime, and improve the functioning of the criminal justice system. Such a device would allow officers to respond to critical incidents with a high degree of safety while approaching much closer and faster than we are currently able to do. The acquisition of this type of vehicle will enhance the security of Front Royal as well as the Commonwealth of Virginia by providing safe and effective means of response to critical incidents on a local and regional scale.

Grand Total:

\$187,344.00

\$187,344.00

ITEMIZED BUDGET

1. Personnel/Employees				FUNDS	TOTAL
a. Name of Employees	Position Titles	Annual Salary Rate	Hours Devoted		
					\$0
					\$0
					\$0
TOTAL				\$0	\$0
b. Fringe Benefits					\$0
FICA % =					\$0
RETIREMENT =					\$0
OTHER (itemize) =					\$0
TOTAL				\$0	\$0
TOTAL PERSONNEL (A+B)				\$0	\$0

2. Consultants (Including Travel and Subsistence)		TOTAL
a. Individual Consultants		
Type		\$0
Hours Devoted:		\$0
TOTAL		\$0
b. Organizations and Associations		
Type:		\$0
Fee:		\$0
Time Devoted:		\$0
TOTAL		\$0
c. Consultants' Subsistence and Travel		
Number of Days:		\$0
Rate/Day:		\$0
TOTAL		\$0
TOTAL CONSULTANTS (a+b+c)		\$0

3. Travel and Subsistence for Project Personnel		TOTAL
a. Local Mileage = No. of Miles X Rate Per mile	X	\$0
b. Non Local Mileage = No. of Miles X Rate Per mile	X	\$0
c. Subsistence = number of days X rate per day	X	\$0
d. Air or other fares		\$0
TOTAL TRAVEL:		\$0

ITEMIZED BUDGET Continued

4. Equipment					TOTAL
Type	Quantity	Unit Price	Purchase or Rental		
Mobile Tactical Command Center	1	187,344.00	Purchase	\$187,344	\$187,344
					\$0
					\$0
					\$0
		TOTAL EQUIPMENT:		\$187,344	\$187,344

5. Supplies and Other Expenses					TOTAL
Type	Quantity	Price			
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL SUPPLIES AND OTHER:				\$0	\$0

6. Indirect Cost					TOTAL
					\$0
TOTAL INDIRECT COST:				\$0	\$0

GRAND TOTAL:		\$187,344	\$187,344
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LDV, Inc.
780 Industrial Drive
Burlington, VT 55105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

SPECIFICATIONS FOR:

FRONT ROYAL POLICE DEPT. (VA)

MOBILE TACTICAL COMMAND CENTER

LDV MODEL SWTMCC161542-10

July 30, 2013



LDV, Inc.
100 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

GSA PRICING PAGE:

Total commercial price as specified, continental US \$ 200,367.00

GSA 1 unit discounted price as specified with IFF \$ 187,344.00

Delivery terms: TBD - call for current schedule

Quote is firm for 90 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
1.00		CHASSIS:
1.01	1	• Current model <i>Freightliner</i> MT-55 forward control chassis. 25,500-lb. GVWR with spring suspension and hydraulic brakes. ENGINE: • <i>Cummins</i> ISB 6.7-260 260 HP@2400 RPM ENGINE EQUIPMENT: • 2010 emission certification • Frontal air intake • <i>Leece Neville</i> 12v 200 amp 4948pa pad mount alternator • (2) Group 31 12v MF 1900 CCA threaded stud batteries • GVG, Fire and Emergency Service vehicles engine warning • <i>Cummins</i> Exhaust brake integral with variable geometry turbo • Electric engine integral warning & derate protection system with low coolant • Horizontal tailpipe, exit LH forward of rear tires • Antifreeze to -34f, ethylene glycol pre-mixed 50/50 coolant • Gates Blue stripe coolant hoses • 1000 watt/115 volt block heater • 12v starter with copper contacts
		TRANSMISSION: • <i>Allison</i> 2200 EVS automatic transmission with park pawl with PTO provision TRANSMISSION EQUIPMENT: • Water to oil transmission cooler FRONT AXLE AND EQUIPMENT: • 10,000# single front axle • Front oil seals • Synthetic 75w-90 front axle lube • <i>TRW</i> TAS-65 power steering FRONT SUSPENSION: • 9,000# taperleaf front suspension • Front shock absorbers
		REAR AXLE AND EQUIPMENT: • 17,500# Single rear axle • 5.13 rear axle ratio • Iron rear axle carrier with standard axle housing • Transmission and rear axle driveline guard • Synthetic 75w-90w axles lube • Rear oil seals REAR SUSPENSION: • Airliner 17,500# rear suspension • Manual dump valve for air suspension with indicator light, without gauge • Dual instant response rear suspension leveling valves • Gabriel rear shock absorbers BRAKE SYSTEM: • <i>Bosch</i> hydraulic brake package • <i>Wabco</i> hydraulic 4S/4M without traction control



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
		FRAME: • 5/16"X2.81"X9-1/8" steel frame 80KSI • Standard rearmost crossmember CHASSIS EQUIPMENT: • Three-piece 14" chromed steel bumper with collapsible ends FUEL TANKS: • 60 gal / 227 liter rectangular steel fuel tank - between rails • Length of auxiliary pickup tubes (generators, furnaces etc.) shall prevent these devices from using more than 75% of vehicle's fuel tank capacity TIRES: • 10R22.5 14 ply radial front tires • Michelin XZE 10R22.5 14ply front tires • 10R22.5 14 ply radial rear tires • Michelin XDE M/S 10R22.5 14ply rear tires WHEELS: • Accuride 28484 22.5x8.25 8-hub pilot 4-hand steel disc front wheels • Accuride 28484 22.5x8.25 8-hub pilot 4-hand steel disc rear wheels Wheel color to be gray CAB EXTERIOR: • Hood mounted chromed plastic grille • Dual electric horns
		CAB INTERIOR: • Sanden compact air conditioner compressor • Auto self-reset circuit breakers and fuses • TRW tilt/3.00" telescopic steering column with foot actuated pedal INSTRUMENTS & CONTROLS: • Intake mounted air restriction indicator with graduations • 97 db backup alarm • Cruise control switches • Integrated speedometer message center LCD display, data linked • Electric fuel gauge contained in multi-gauge • Programmable RPM control - electronic engine • Multiplexed trans oil temperature gauge contained in multi-gauge • Engine hour meter, integral to message center LCD • Multiplex speedometer w/LCD message display, odometer (mph) • Multiplexed tachometer 3000 rpm • Voltmeter, multiplexed • Wagner 7212 turn signal flasher Note: Chassis specifications are from <i>Freightliner Custom Chassis</i> and are subject to change without notice.
1.02	1	Block heater shall be wired to a switch on the AC control panel.
1.03	1	DOT triangle reflector kit with three (3) triangles.
2.00		BODY:
2.01	1	• Load space area shall be 83" high x 93" wide x 16' long all aluminum step van body.



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Item	Qty	
		• Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth. • Sedan doors shall have black non-skid tape on all door entry sills. • Sedan doors shall have polished aluminum Tri-mark flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground.
		• Aluminum alloy double H wall beam, 6005-T5 alloy, 3" x 3" wide at the base, 1.5" wide at the top, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams shall be chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture.
		• NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125" extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams to be continuous welded. Perimeter of roof shall be chemically sealed. • Lift-up molded fiberglass hood with chrome grill insert. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. The use of mechanical assist springs is not acceptable. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Bright polished front bumper.
		• Tinted safety plate glass windshield with driver and passenger sun visors. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Integral cab air conditioning and heating system with dash controls. • Velvac heated remote control rear view mirrors with dash controls. Upper mirror has 62-sq.in. of flat surface and lower mirror has 30-sq.in. of convex surface. Mirror has a fold-away arm. • Driver seat shall be Seats Inc. Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. • Passenger seat shall be a black jump seat with 2-point seat belt. Seat not to extend back into loadspace area. • Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor.



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Item	Qty	
		• Custom front wheel cutouts for tires. • Rear frame-mounted tow eyes extending past body. • Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box over-lay. • Acoustical and thermal insulation with heat shield on exterior fire-wall. • Full length skirting. Skirt shall extend 18" down from the bottom of floor extrusions. • Dash shall be vacuum formed ABS composite with integrated control pod located left of dash. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted with <i>Dupont Imron 5000</i> to commercial truck standards. <i>Note:</i> Specifications are from body manufacturer and are subject to change without notice.
2.02	1	Two (2) 20-inch wide swinging rear doors with interior and exterior latches, exterior latch has key lock. Includes one window in each door.
2.03		Permanent labels installed on the interior rear doors illustrating handle rotation direction.
2.04	2	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at exterior entry door location.
2.05	2	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed inside entry door.
2.06	1	Automatic LED courtesy light at side entry door.
2.07	1	Courtesy light defeat switch on dash.
2.08	1	30" wide 0.125" bright aluminum NFPA 1901 tread plate flip-down step on rear bumper. Step shall have cam lock to secure step while vehicle is in motion.
2.09	1	Maxxima 4" round LED Combination Stop/Tail/Turn/Backup lights.
2.10	1	Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
2.11	1	Rear mud flaps with anti-sail brackets.
3.00		COLOR SELECTIONS:
3.01		Body color to be BLACK
4.00		PATRIOT ONYX INTERIOR: • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: A97 Silver Haze • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in RAL-7035 Grey on request • Counters and Tables: #4760-60 Mystique Night <i>Note:</i> Manufacturer, reserves the right to substitute equivalent materials.
5.00		DRIVER/PASSENGER CAB AREA:



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Item	Qty	
5.01		• Cover cab doors with aluminum panels upper half to be wrapped with vinyl and lower half to be wrapped with padded vinyl. • 10" high 0.100" bright aluminum tread plate kick plate at bottom of doors. • Heavy-duty rubber grab handle on each door. • Panels covered with vinyl above driver and passenger doors. • Vehicle height sign on dash. • Insulated black rubber mat in driver and passenger toe plate area. Insulate walls in toe plate area and install carpeted panels. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
5.02	1	Work area on passenger side constructed of 5/8" plywood covered to match rear counter-tops and trimmed with vinyl T-molding.
5.03	1	Control panels for 120Vac and 12Vdc systems shall be located in the overhead console. The entire console shall be constructed of 3/4" plywood. The face shall be finished with black laminate and the bottom shall be covered with vinyl.
5.04	1	Red LED/Clear incandescent dome light with 3-position switch, red/off/white.
5.05	1	Zone Defense color back up camera system with 7" LCD monitor with daynight camera.
6.00		WALLS, CEILING AND FLOOR:
6.01		Insulate walls with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior body side posts with 1/2" plywood sub wall, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
6.02		Cover sub wall with smooth finish <i>Kemlite</i> 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
6.03		5/8" exterior grade tongue & groove plywood underlayment for floor, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
6.04		<i>Lonseal</i> Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams..
6.05		2-1/2" vinyl cove molding as required (mop board).
6.06		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof supports with 1/2" plywood, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
6.07		Cover sub ceiling with <i>Veelok</i> 17-oz. ribbed loop pile fabric.
6.08		Overhead fluted aluminum grab rails with rubber inserts and chrome plated stanchions.
6.09	1	30" FRP covered pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handles and a key lock.
6.10		All bulkheads shall be covered with <i>Kemlite</i> 0.075" FRP.
6.11	1	Cover rear load space entry doors with 0.100" bright aluminum tread plate with rubber grab handles. Install gas charged lift/support cylinder on each rear door to hold doors open at 90°.
7.00		SEATING:
7.01		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
8.00		CABINETS:



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8.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinets doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets doors swing up on a full-length aluminum hinge, and are held open with a locking door stay. • Overhead cabinets to have one adjustable shelf per door (24" high and taller cabinets only) - locked in place to your selected height. Shelves are formed from a single sheet of 0.064" mill finish aluminum, with 1 1/8" hemmed edges.
8.02		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
8.03	4	FRP shelf with aluminum lip.
8.04		Double pedestal removable table.
8.05	7	Aluminum box pan shelves, located as shown on drawing.
8.06	2	Aluminum box pan shelves, located as shown on drawing.
8.07	1	Aluminum divider in compartment for shield storage.
8.08	1	Aluminum box pan long item storage shelf and helmet storage shelves over rear bench seating, as shown on drawing.
8.09	2	Satin anodized aluminum finish roll up door with manual key lock. Located as shown on drawing.
8.10	3	Mesh cargo netting with thumb-lock fasteners. Located as shown on drawing.
9.00		HVAC SYSTEM:
9.01	1	Fan-tastic Vent model 4000 R (or current model) 3-speed reversible 12" power roof ventilator.
9.02	1	Coleman Polar Mach 9200 series low profile air conditioner. Includes: • 9223-C876 13,500 nominal BTU air conditioner with condensate pump. • 9330-B715 Ceiling Assembly with 5,600 BTU heat strip
9.03	1	12,000-16,000 Btu/hr direct discharge, 12Vdc powered, diesel-fired furnace with individual thermostat control. Exhaust shall be routed to the street side.
10.00		120/240VAC ELECTRICAL SYSTEM:
10.01	1	Power Tech 8-kW 120/240Vac liquid-cooled diesel generator installed in a custom fabricated compartment. Generator features: • USTC Certified Manufacturer • 3 year/2000 hour Warranty with nationwide service network • Sound reduction enclosure • Four point mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted and protected enclosure • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side and bottom service • Typical Gallon Per Hour fuel consumption: 25% load = 0.25, 50% load = 0.36, 100% load = 0.72



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Item	Qty	
		Compartment shall be constructed to the following specifications: • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. • Door activated compartment light.
10.02	1	120Vac control panel with 50 or 60 amp generator and shore power main breaker (based on generator size), six (6) UL listed magnetic/hydraulic branch circuit breakers with amber LED indicators, digital voltmeter, generator start/stop switch, and generator hourmeter.
10.03	1	Marinco 50A-125/250Vac waterproof shore power inlet, 50-ft. 50A-125/250Vac shore power cord and 6-ft. 50A-125/250Vac pigtail.
10.04	5	Specification grade 20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment.
10.05	2	Specification grade 20A-125Vac exterior GFCI duplex receptacle with weatherproof PVC cover. GFCI receptacles will be wired in pairs to 20A circuit breakers located in the 120Vac electrical load distribution center.
10.06	2	Havis Shields KR-SB-836 (or current model) telescoping tripod light pole 750 watt light. Includes: • Magnafire 3000 KR-36 (or current model) light fixture with 750 watt 120 volt quartz halogen HIR bulb, field replaceable electro-polished aluminum reflector and white powder coat finish. • Aluminum 800 series tripod with brite dip anodized finish. • Light fixture shall have a locking swivel joint with a 3/4" diameter NPT threaded base to allow the light to be manually tilted up/down and locked in position by the operator. • Quick-release truck mount brackets. • Integrated power switch. • Twist lock plug and receptacle with GFCI protection.
10.07		120/240VAC WIRING REQUIREMENTS: • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. • All 120/240Vac branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic Carlon Carflex liquid tight and Carlon Flex-Plus blue ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
11.00		12VDC ELECTRICAL SYSTEM:
11.01		• Two (2) 6Vdc Absorbed Glass Mat (AGM) batteries. Batteries shall be installed underbody in slide out weather resistant aluminum compartment. Compartment shall have box pan door with slam latch, flush mount handle, key lock and Kwikkee heavy-duty slide assembly. The batteries will be separated from the chassis batteries for auxiliary equipment.



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Item	Qty	
		• Two (2) electronic converter/chargers, 60 amp minimum output each. Converter/charger features: • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • One (1) master disconnect switch to control the auxiliary battery systems. • 12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators, 12Vdc digital voltmeter, and 12Vdc low voltage alarm. • 12Vdc auxiliary panels with UL listed magnetic/hydraulic circuit breakers as required.
11.02	8	Ceiling lights shall be, Orion 6" LED, neutral white with polished bezel.
11.03	4	Light, Orion 6" LED, neutral white / red with polished bezel.
11.04	6	Whelen 810 Series white quartz halogen scene light with 8-32" optics, model number 810CA0ZR (or current model).
11.05	1	15A-12Vdc power outlet.
11.06	1	Whelen 295HFSA5 siren with 9 low current lighting control switches.
11.07	1	Federal Signal TS-100 (or current model) 100 watt speaker behind grill.
12.00		12VDC EMERGENCY LIGHTING:
12.01	4	Whelen TIR3 series Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model RSB03ZCR (or current model). Includes chrome flange RFLANGEC (or current model). Located as shown on drawing.
12.02	18	Whelen 600 series Linear Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model 60B02FCR (or current model). Includes chrome flange 6EFLANGE (or current model). Located as shown on drawing.
12.03	1	Custom fabricated bracket to mount 600 series light above windshield, painted to match body.
12.04		12VDC WIRING REQUIREMENTS: • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels.
		• All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-16878F. • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wiring shall be supported on 12" centers. • All wire bundles shall be tied with trimmed nylon ties on 6" centers minimum. • The complete 12Vdc wiring system and electrical appliances shall be to modern automotive standards throughout the installation.



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Item	Qty	
		• Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
13.00		AUDIO/VIDEO:
13.01	1	Samsung 19" Black Flat Panel Series 4 LCD HDTV - LN19A450 (or current model) with 72080004 (or current model) wall mount bracket. Product features: • HD-grade 1440(H) x 900(V) pixel resolution • Widescreen aspect ratio • Wide Viewing Angles (160° H / 150° V) • Built-in digital tuner (ATSC/Clear QAM) • Hidden Bottom Speakers • PC input • Dimensions: 18.8"(W) x 13.70"(H) x 2.6"(D)
13.02	1	Sony RDR-VXD655 (or current model) Progressive Scan DVD/VCR Recorder And Player Combo. Product features: • One Touch Dubbing DVD To VHS Or VHS To DVD • 4 Video Head Stereo VHS With 19 Micron Heads • Built In ATSC/NTSC/QAM Television Tuner • MP3 On CD-R/-RW Playback • Dolby Digital And DTS Decoding • Dimensions: 17"W X 3.25"H X 13"D
13.03	1	Middle Atlantic rack mount kit (custom fitted for VCRs, DVD players, VCR/DVD combination units, and DSS receivers).
13.04	1	Winegard Sensar RV-RV-3095 amplified TV antenna with outlets at each TV/VCR location. Includes dash mounted warning light with interlock to prevent moving the vehicle with antenna raised.
13.05		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-59/U precision video cable.
14.00		RADIOS:
14.01		12Vdc power leads for communications radios to be 8-gauge copper stranded wire with crimp-on end connectors. Power to radios to be controlled by auxiliary master disconnect switch.
14.02	3	Prewire and make installation provisions for communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit. • 12Vdc power routed to radio transceiver location.
15.00		COMPUTER NETWORK AND EQUIPMENT:



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Item	Qty	
15.01	1	AirLink Helix RT (or current model) commercial router secure broadband connection In motion • Routing • Security (IPsec, DMZ, WAN, encryption) • Automatic failover between 3G and wired WAN • Embedded 3G modem • Support for USB modems • 802.11 b/g Wi-Fi • ALEOS Embedded Intelligence • ACEware Remote Management Tools Antenna: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to transceiver location in Carlon Carflex ENT conduit.
16.00		EXTERIOR STORAGE COMPARTMENTS:
16.01	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
16.02		Compartments will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have a dome light that illuminates when the door is opened. • Compartments shall have <i>Dri-Dek</i> matting with tapered front lip. Compartment doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All horizontally hinged doors shall be held open in a 120° position with gas charged lift/support cylinders. • All doors shall be sealed with industrial grade neoprene gasket.
17.00		AWNING:
17.01	1	Dometic Weather Pro Awning Cadet Grey acrylic (other colors available on request) electric awning with the following features: • Solid-state sensor automatically closes awning after detecting sustained winds • Exclusive Knee-Action Design prevents damage from sudden wind gusts • Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position • Unique spring-arm mechanism automatically dumps accumulating rain water
18.00		MISCELLANEOUS ITEMS:
18.01	1	Removable 0.125" aluminum exterior shelf with white powdercoat finish, approximate size 18" x 48". Install shelf brackets on the exterior of the vehicle.
18.02	2	Removable <i>Quartet</i> Magnetic Porcelain Marker Board QRT P563T (or current model) 36" x 24". • White, magnetic; matte finish for reduced glare. • Full-size tray for markers and erasers. • Magnetic brackets on the exterior of the vehicle.
18.03	1	5 pound dry chemical fire extinguishers.
18.04	1	First Alert 9-volt combination Carbon Monoxide and Smoke alarms.



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Item	Qty	
18.05		At time of delivery to customers facility a <i>manufacturer</i> representative will provide up to eight (8) hours of orientation on <i>manufacturer</i> provided systems, as applicable: • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming VCR's, TV's, etc. • Alarm operation • Awning operation
18.06		<i>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as <i>manufacture</i> supplied. These items include, but are not limited to:</i> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. Manufacture reserves the right to make substitutions of equal quality and specifications of those listed in this document.



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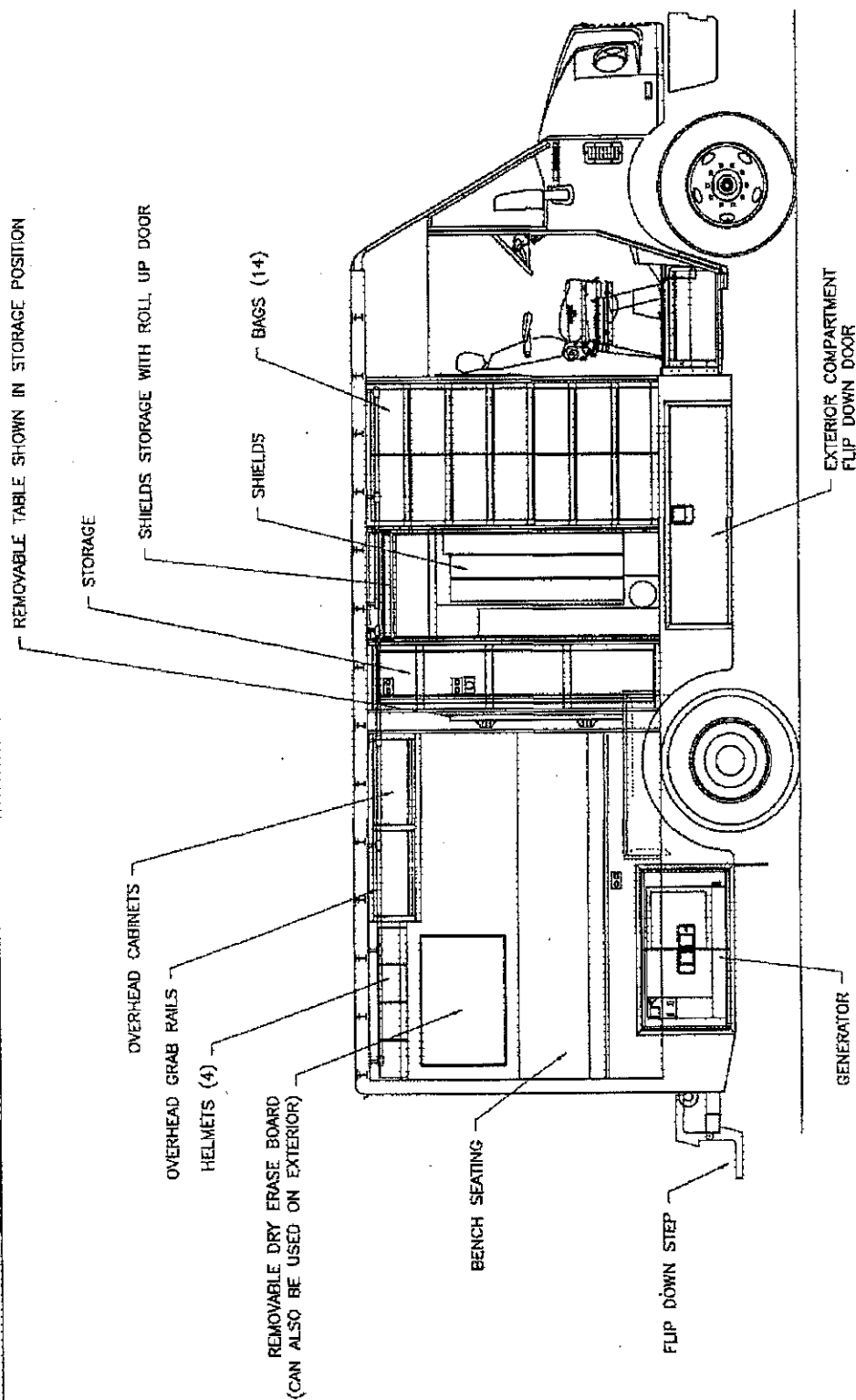
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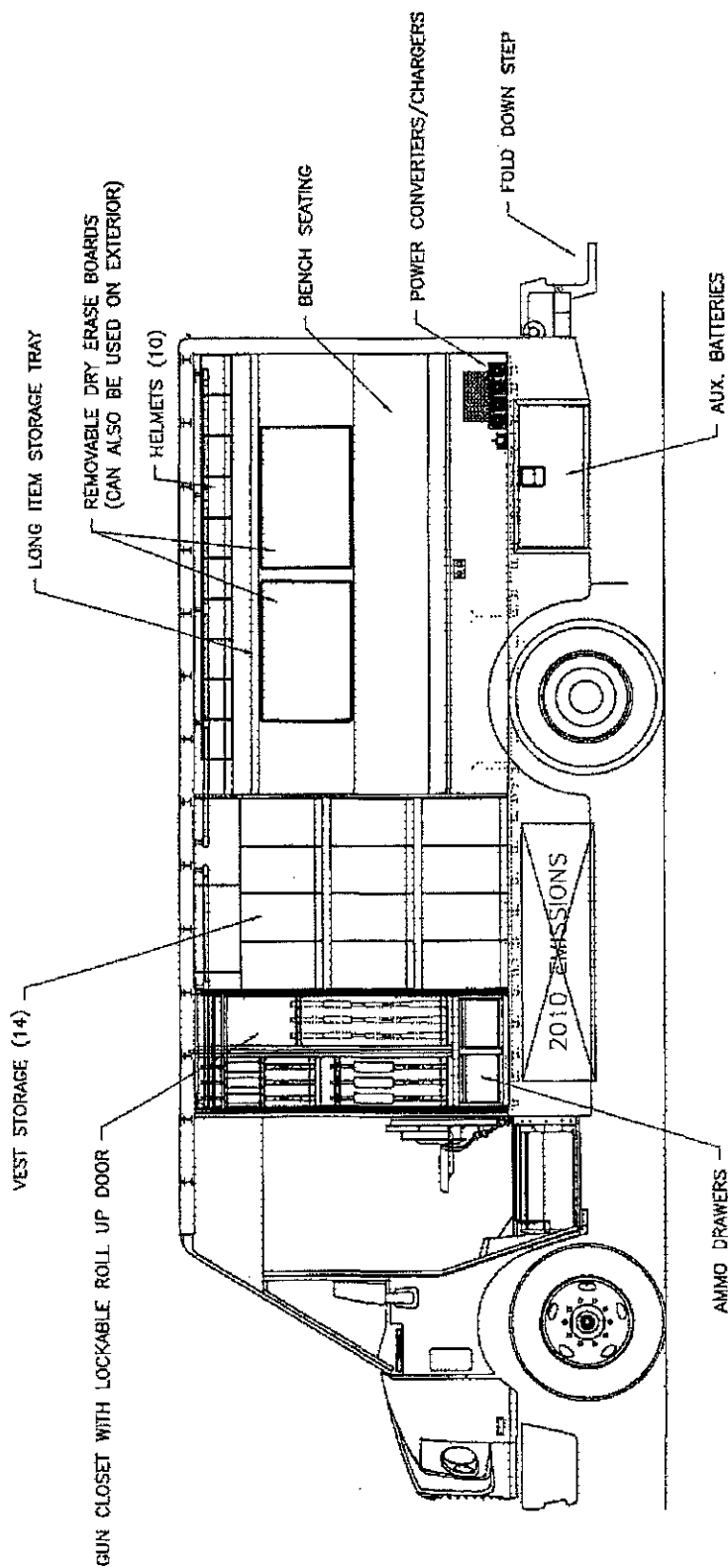
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REMOVABLE TABLE SHOWN IN STORAGE POSITION



STREET SIDE

[illegible]



CURB SIDE

1' 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'

- ☐ ALARM SYSTEM CONTROL
- ☐ WARM/WASTE TANK LEVEL MONITOR
- ☐ FLUORESCENT LIGHT (WHITE)
- ☐ FLUORESCENT LIGHT (RED OR BLUE)
- ☐ FLUORESCENT LIGHT (RED OR BLUE/WHITE)
- ☐ CO/SMOKE DETECTOR
- ☐ SPEAKER
- ☐ REMO. CLOCK
- ☐ 120 VAC
- ☐ 120 VAC R.F.L.
- ☐ 12 VDC
- ☐ SPEAKER VOLUME
- ☐ RA-45 NETWORK JACK
- ☐ RA-11 TELEPHONE JACK
- ☐ USB JACK
- ☐ SPACE PLATE
- ☐ CELL PHONE ANTENNA
- ☐ RADIO ANTENNA
- ☐ MULTIPLE ANTENNA LEADS
- ☐ TV ANTENNA
- ☐ USB/HEADSET PLUG-IN
- ☐ INTERFER
- ☐ SWITCH
- ☐ THERMISTAT
- ☐ MICROPHONE
- ☐ SURVEILLANCE CAMERA

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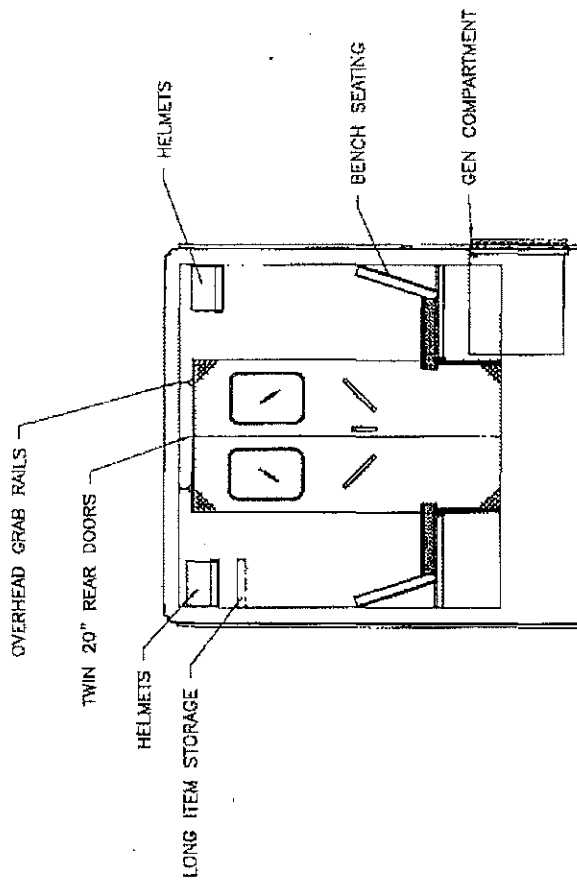
REVISIONS

REV.	DESCRIPTION	DATE	BY
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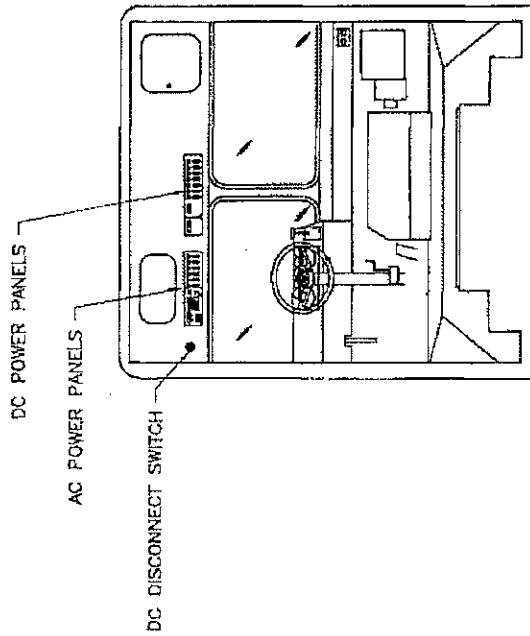


SWIMCC162556-10

DATE: 12/15/11
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



REAR



FRONT

1' 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'

- ALARM SYSTEM CONTROL
- WATER/WASTE TANK LEVEL MONITOR
- FLUORESCENT LIGHT (WHITE)
- FLUORESCENT LIGHT (RED OR BLUE)
- FLUORESCENT LIGHT (RED OR BLUE)/WHITE
- CO/SMOKE DETECTOR
- SPEAKER
- CLOCK
- 120 VAC
- 120 VAC 4-FL
- 120 VAC
- 12 VDC
- SPEAKER VOLUME
- FL-45 NETWORK JACK
- FL-11 TELEPHONE JACK
- DISC JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- 30002 ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/HEADSET PLUG-IN
- INTERFER
- SWITCH
- THERMISTAT
- MORPHINE
- SURVEILLANCE CAMERA

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REVISIONS

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LDCV

SWTMCC152556-10

DATE: 02.10.11
 PROJECT: 152556
 DRAWING: 1/2
 SCALE: 1"=1'-0"



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(D)

Meeting Date: August 12, 2013

Agenda Item: COUNCIL APPROVAL – Job Reclassification in Police Department

Summary: Council is requested to consider the approval of a position reclassification in the Police Department from Community Relations Specialist-1002 to Office Assistant-1001.

Budget/Funding: None

Attachments: Memorandum from the Police Chief

Meetings: Work Session held August 5, 2013

Staff Recommendation: Approval ☒ Denial ☐

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a position reclassification in the Police Department from Community Relations Specialist-1002 to Office Assistant-1001.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
24 WEST MAIN STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Town Manager Steve Burke
Fr: Chief Norman A. Shiflett
Date: July 03, 2013
Ref: Job classification change

Steve,

Please place on the next Town Council work session a request from me, to have the Community Relations Specialist-1002 reclassified to Office Assistant-1001.

Thanks Chief



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: July 22, 2013

Agenda Item: PUBLIC HEARING TO RECEIVE PUBLIC INPUT – Matters Proposed by Front Royal Limited Partnership (“FRLP”)

Summary: Council is requested to receive public input pertaining to 1) a notice of intention by Front Royal Limited Partnership (“FRLP”) to request approximately 604.76 acres currently situated outside the corporate limits of Town be annexed into Town; and, 2) a draft Voluntary Settlement Agreement (“VSA”) in lieu of contested litigation regarding annexation, FRLP, Town and County of Warren would mutually agree on the terms by which the property would be annexed into the Town. (NOTE: Was advertised in local newspaper on 8/3; 8/8; 8/10)

Budget/Funding: None

Attachments: Draft Voluntary Settlement Agreement and Other Exhibits

Meetings: Work Sessions held February 11, 19, March 21; June 17; August 5;
Liaison Committee Meetings held January 16; February 21; March 21; May 16;
July 18

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council:

- 1) Approve the request of FRLP that its approximately 604.76 acres of property (the “Property”), currently located in Warren County, Virginia (the “County”), outside the corporate limits of the Town of Front Royal, Virginia (the “Town”), be annexed into the Town, and that upon annexation into the Town, the Property be temporarily classified in the Town’s Agriculture and Open Space Preservation District A-1 Zoning District, which shall apply to the Property pending the orderly amendment of the zoning district, in accordance with Section 175-9.1 of the Town of Front Royal Municipal Code.
- 2) Approve the Voluntary Settlement Agreement (“VSA”) submitted by FRLP, version “9 VSA Working Version 006050 00005”, as the same may be presented for signature by the Mayor in final form appropriate for formal execution with the words “DRAFT” removed, in lieu of contested litigation regarding annexation, whereby FRLP, the Town, and the County have mutually agreed upon the terms by which the Property will be annexed into the Town as contained in said VSA; and as part of this Motion, in accordance with Virginia Code § 15.2-3400, direct the Town Manager and Town Attorney to present this VSA and any other appropriate documentation to the Commission on Local Government (the “Commission”) for the Commission to conduct its proceedings in accordance with said statute.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB

**VOLUNTARY SETTLEMENT AGREEMENT BETWEEN THE TOWN
OF FRONT ROYAL, VIRGINIA, WARREN COUNTY, VIRGINIA, AND
FRONT ROYAL LIMITED PARTNERSHIP**

THIS VOLUNTARY SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, and executed in triplicate originals (each executed copy constituting an original), by and between the TOWN OF FRONT ROYAL, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (hereinafter the "Town"), the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), and FRONT ROYAL LIMITED PARTNERSHIP, a Virginia Limited Partnership (hereinafter "FRLP"). Together the Town, County, and FRLP are collectively identified as the "Parties."

RECITALS

R-1. WHEREAS, the Parties have reached this Agreement pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County into the Town, and (ii) providing for the development of the annexation areas in accordance with a jointly approved land use plan, and

R-2. WHEREAS, FRLP is the owner of a certain tract of land containing approximately 604 acres (hereinafter the "FRLP Property"), as the same is more thoroughly identified below, and

R-3. WHEREAS, the Town and the County, after due consideration, have determined and agree that the Town's boundaries should be adjusted and relocated as identified herein, and that certain other matters should be resolved between the Parties, and

R-4. WHEREAS, FRLP desires that the FRLP Property be annexed into the Town pursuant to these terms and conditions, and

R-5. WHEREAS, the Parties have determined that this Agreement is necessary to ensure the effective provision of public services to the area to be adjusted into the Town,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the receipt and sufficiency of which are conclusively agreed, the Parties agree as follows:

SECTION 1. DEFINITIONS

The Parties agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

- 1.1. "Town" means the Town of Front Royal, Virginia.
- 1.2. "Town Council" means the Town Council of the Town of Front Royal, Virginia.
- 1.3. "County" means the County of Warren, Virginia.
- 1.4. "Board of Supervisors" means the Board of Supervisors of the County of Warren, Virginia.
- 1.5. "Code" means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement or any successor provision should the Code be amended after execution of this agreement.
- 1.6. "Commission" means the Virginia Commission on Local Government.

- 1.7. "Effective Date of the Annexation" shall be the first day of the second calendar month after entry of the Order by the Special Three-Judge Court appointed pursuant to Va. Code § 15.2-3400 to affirm, validate and give full force and effect to this Agreement.
- 1.8. "Future Land Use Plan" refers to the exhibit prepared by Bowman Consulting entitled "Future Land Use Plan of Annexation Area, Front Royal Limited Partnership Property," dated March 20, 2013, and attached as Exhibit A.
- 1.9. "Market Rate Dwellings" means all types of dwelling units not restricted to persons aged 55 years and older.
- 1.10. "Section" refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.
- 1.11. "Special Court" means the Special Three-Judge Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.
- 1.12. "Subsection" refers to the parts of this Agreement set out in the various "Sections."

SECTION 2. VOLUNTARY ANNEXATION OF PROPERTY BY THE TOWN

2.1. Annexation Agreement. The Town and the County agree to the annexation by the Town of certain territory consisting of the FRLP Property, more specifically described by metes and bounds on the attached Exhibit B. A survey showing the FRLP Property to be annexed shall be prepared (the "Survey"). The area so identified is referred to herein as the "Annexation Area," and is generally described as the area lying to the

northeast of the existing Town boundaries to the north of Happy Creek Road, to the west of State Route 606 (Shenandoah Shores Road), and to the south of Interstate 66. It comprises approximately 604 acres of land more or less.

2.2. Submission of the Survey. The Survey shall be submitted to and filed with the Commission and the Special Court appointed to affirm, validate, and give full force and effect to this Agreement.

2.3. Extension of Municipal Utility Services. Except as otherwise provided herein, the Town agrees that upon the Effective Date, the Town will permit the extension of its municipal utility services to the Annexation Area on the same basis and at the same level and rates as such services are now or hereafter provided to the areas within its current corporate limits where like conditions exist. The owner of property within the Annexation Area shall be responsible for the costs of extension of public utility services.

2.4. Electric Utility Service Endorsement. The County and FRLP will favorably endorse, at such reasonable times and in such reasonable manner as the Town may request, expansion of the Town's electric utility service to the Property upon its becoming part of the Town.

SECTION 3. LAND USE AND ZONING ARRANGEMENTS IN THE ANNEXATION AREA

3.1. Future Land Use. Pursuant to the provisions of Va. Code Ann. § 15.2-3400(2), the Parties agree that the orderly development of the Annexation Area is in the best interest of the Parties and to that end the Parties agree that the Future Land Use Plan (Exhibit A), which depicts the proposed land use for the Annexation Area, represents a reasonable and appropriate conceptual Plan for the future development of that Area subject to further consideration during the rezoning process.

3.2. Comprehensive Plan Amendment. The Town and the County agree that promptly upon validation of this Agreement by order of the Special Court, each will use its best good faith efforts to amend its Comprehensive Plan to incorporate the Future Land Use Plan therein. Nothing herein shall prohibit the Town and County from repealing, modifying, or amending the Future Land Use Plan, with the mutual consent of both parties, and in accordance with law.

3.3. Transitional Zoning Classification of the Annexation Area. As of the Effective Date the Property within the Annexation Area shall be classified "Agriculture and Open Space Preservation District A-1" pursuant to the Town's Zoning Ordinance. This District shall apply to the Annexation Area pending the orderly amendment of the Town's Zoning Ordinance and Zoning Map as set forth herein.

3.4. Future Zoning Actions with Respect to the Annexation Area. Application to rezone all or a portion of the Annexation Area may be made at any time in accordance with law, provided that the Town will not approve a rezoning of all or a portion of the Property that would result in the construction of more than 818 Market Rate dwelling units on the Property, for the duration of this Agreement. Single-family detached Market Rate Dwellings shall comprise not less than 1,600 square feet of habitable space.

3.4.1. The Town further agrees that no rezoning application that may be filed with respect to the Annexation Area shall be approved, except as further provided below, unless the Applicant agrees to contribute to the County \$12,500 for each Market Rate single family residential dwellings for which a building permit is issued. Each such payment shall be made to the County prior to issuance of a certificate of occupancy for

such units. Such contributions shall be set forth in a conditional zoning proffer statement submitted in connection with any rezoning.

3.4.2. The aforesaid cash payments to the County shall be adjusted annually in accordance with the Urban Consumer Price Index ("CPI-U"), as published by the United States Department of Labor, published most nearly to, and following January 1st annually, subject to a cap of 2% per year, non-compounded, said adjustments to begin on the second anniversary of the Effective Date.

3.4.3. In order to offset the substantial initial infrastructure costs that must be incurred in connection with the development of the Annexation Area, it shall constitute compliance with the foregoing requirement for payments to the County if, in connection with any such rezoning, the Applicant proffers that the first 50% of all approved attached, detached, or multifamily Market Rate Units shall contribute 70% of the aforesaid per unit contribution, and the remaining 50% of the Market Rate Units shall contribute 130% of the aforesaid per unit contribution, as the amount of those contributions may be adjusted in accordance with section 3.4.2. This provision shall not relate to or affect any proffered payments to the Town that may be agreed to in connection with a rezoning of all or a portion of the Property.

3.4.4. In addition to the foregoing, the Applicant in any such rezoning shall receive a credit against the foregoing monetary contributions to the County in the dollar value of any proffered and accepted dedications to the County of real property for public use. At the time of any such dedication the Applicant and the County shall select each a real estate appraiser licensed and in good standing in the Commonwealth of Virginia, who shall select a third such real estate appraiser, and together those appraisers

shall establish a value for the real property so dedicated. Such determination shall be final.

3.4.5. In connection with any development of the Annexation Property, the Town and the County agree that if the finally approved alignment of the East/West Connector requires the dedication of publicly-owned right-of-way in the vicinity of Bing Crosby Stadium, the County and the Town shall use their best good faith efforts to dedicate such right-of-way, at no cost to either jurisdiction, in a timely manner so as to permit the construction of that Connector. In the event that any such dedication adversely affects existing uses on such publicly-owned properties, FRLP shall reimburse the affected jurisdiction in connection with and as a proffer made in any rezoning application as provided for herein, for costs that the jurisdiction may be required to incur as a consequence of that dedication.

3.4.6. Upon the submission of all materials required for a rezoning Application, the Town agrees that it shall use its best good faith efforts to reclassify the property included in the rezoning application within twelve months of the receipt thereof, subject to applicable requirements of the State Code and local ordinances regarding the rezoning of property.

3.4.7. For the purposes of this Agreement, a complete rezoning application shall be an application that contains the submission materials required by the provisions of the Front Royal Town Code and the Code of Virginia, in form and substance acceptable to the Town's Director of Planning. In the event that the Director determines that an Application is incomplete, he shall advise the applicant in writing of deficiencies noted within 10 business days of receipt thereof, and shall advise the

applicant therein what information or other materials are required in order to complete the Application. The Director's acceptance of any such Application for processing shall not be unreasonably withheld.

SECTION 4. COMMISSION AND SPECIAL COURT APPROVAL

4.1. Commission on Local Government Review. The Town and the County agree to initiate promptly the steps necessary and required by Title 15.2, Chapter 34 of the Code to obtain review of this Agreement by the Commission.

4.2. Special Court Approval. Following the issuance of the report of findings and recommendations by the Commission, the Town and the County agree that they will take all steps necessary and will submit this Agreement in its approved form to a Special Court for affirmation and validation and to give it full force and effect, as required by Title 15.2, Chapter 34 of the Code.

4.3. Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The Parties agree that if this Agreement is not affirmed, validated, and given full force and effect by the Special Court without modification, this Agreement shall immediately terminate. However, the Parties may waive termination by mutually agreeing to any modifications recommended by the Special Court.

SECTION 5. AUTHORIZATION FOR THE EXECUTION OF THIS AGREEMENT.

5.1. The Town has authorized the execution and implementation of this Agreement by resolution of the Town Council, a copy of which is attached hereto as Exhibit D.

5.2. The County has authorized the execution and implementation of this Agreement by resolution of its Board, a copy of which is attached hereto as Exhibit E.

SECTION 6. FURTHER REQUIREMENTS.

6.1. Each Party agrees to perform such other and further actions as may be necessary to effectuate this Agreement and the terms and conditions hereof. Each Party further agrees that it shall expeditiously perform those duties and obligations that may be imposed on it by the terms of this Agreement, including, but not limited to, the preparation and submission of necessary materials required for application to the Commission on Local Government, the Special Court, and for approval by the United States Department of Justice.

6.2. The Town agrees to support any applications by FRLP for public funding from sources other than the Town to the extent that it does not interfere with the Town's establishment of legislative priorities, for construction of the East-West Connector road.

SECTION 7. DURATION OF AGREEMENT.

7.1. This Agreement shall remain in effect ~~for until~~ the later of a period of twenty-five (25) years from the Effective Date, or, with respect to the Land Use and Zoning Arrangements referenced herein, the development of the Property is complete. For the purposes of this Agreement, development of the Property shall be deemed complete upon the issuance of a building permit for the last Market Rate Unit authorized to be constructed on the Property.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. Binding Effect. This Agreement contains the final and entire agreement between the Parties with respect to the matters addressed herein, and is intended to be an integration of all prior understandings with respect thereto. It shall be binding upon and

inure to the benefit of FRLP, the Town, and the County, future governing bodies of the Town and the County, and upon the heirs, successors, or assigns to or of any Party.

8.2. Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Parties, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Parties as may be permitted by law.

8.3. Enforceability. This Agreement shall be enforceable only by the Special Court or by a successor Special Court appointed pursuant to Title 15.2, Chapter 30 of the Code, pursuant to a declaratory judgment action initiated by any of the Parties to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement or the Order affirming, validating, and giving full force and effect to this Agreement.

8.4. Alternative dispute resolution. The parties to this agreement may, upon mutual written concurrence, submit any dispute arising hereunder to a mediator to facilitate the settlement of the dispute if otherwise permitted by law.

8.5. Standing. The Parties agree that each has standing to enforce any of the provisions, covenants, conditions, and terms of this Agreement.

8.6. Exhibits. All exhibits referenced herein are incorporated into this Agreement by reference thereto.

IN CONSIDERATION of the foregoing, the authorized representatives of FRLP, the Town, and the County have executed this Agreement in triplicate as of the date and year first herein written.

{SIGNATURES APPEAR ON FOLLOWING PAGES}

DRAFT

TOWN OF FRONT ROYAL, VIRGINIA

Mayor

Date: _____

DRAFT

WARREN COUNTY, VIRGINIA

Chairman of the Board of Supervisors

Date: _____

DRAFT

FRONT ROYAL LIMITED PARTNERSHIP,
a Virginia limited Partnership

By: MVA Limited Partnership, general partner of
Front Royal Limited Partnership

By: DOC Corporation, general partner of MVA
Limited Partnership

By: _____
David A. Vazzana, President of
DOC Corporation

Date: _____

DRAFT

EXHIBIT B - METES AND BOUNDS

Bowman

CONSULTING

METES AND BOUNDS DESCRIPTION OF THE VAZZANA PROPERTY WARREN COUNTY, VIRGINIA

COMMENCING AT A POINT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY OF DONATTENNE LEROLLE AS RECORDED BY INSTRUMENT 9505098, AMONG THE LAND RECORDS OF WARREN COUNTY, VIRGINIA AND LYING ON THE NORTHERLY PROPERTY LINE OF THE NORFOLK SOUTHERN RAILROAD CORPORATION. THENCE, DEPARTING THE SAID NORFOLK SOUTHERN RAILROAD CORPORATION AND CONTINUING WITH THE LINE OF SAID LEROLLE THE FOLLOWING TWO (2) COURSES AND DISTANCES,

N 09° 51' 22" W, 1,116.97 FEET TO A POINT, THENCE

N 05° 35' 37" E, 786.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID LEROLLE AND LYING ON THE TOWN OF FRONT ROYAL-WARREN COUNTY LINE. THENCE CONTINUING WITH THE LINE OF SAID LEROLLE AND WITH THE SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES,

N 82° 33' 00" W, 1,056.53 FEET TO A POINT, THENCE

N 82° 33' 01" W, 325.63 FEET TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID LEROLLE AND THE NORTHEASTERLY CORNER OF THE PROPERTY OF THE TOWN OF FRONT ROYAL AS RECORDED IN DEED BOOK 264 AT PAGE 463 AMONG THE LAND RECORDS OF SAID COUNTY AND LYING ON THE TOWN OF FRONT ROYAL-WARREN COUNTY LINE. THENCE, DEPARTING SAID LEROLLE AND CONTINUING WITH THE LINE OF SAID TOWN OF FRONT ROYAL AND THE SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE AND WITH ANOTHER PROPERTY OF THE TOWN OF FRONT ROYAL AS RECORDED IN DEED BOOK 208 AT PAGE 92 AMONG THE LAND RECORDS OF SAID COUNTY THE FOLLOWING FOUR (4) COURSES AND DISTANCES,

N 82° 17' 46" W, 1,856.60 FEET TO A POINT, THENCE

N 03° 40' 17" E, 787.77 FEET TO A POINT, THENCE

N 06° 23' 49" W, 340.16 FEET TO A POINT, THENCE

N 76° 26' 41" W, 961.48 FEET TO A POINT IN THE LINE OF SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE; THENCE WITH THE SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE ON THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

N 44° 23' 12" E, 337.49 FEET TO A POINT, THENCE

N 07° 37' 06" E, 295.25 FEET TO A POINT, THENCE

N 17° 47' 40" W, 315.57 FEET TO A POINT, THENCE

N 44° 07' 59" W, 176.83 FEET TO A POINT, THENCE

N 55° 20' 31" W, 303.98 FEET TO A POINT, THENCE

N 39° 59' 25" W, 259.37 FEET TO A POINT, THENCE

N 15° 45' 20" W, 31.65 FEET TO A POINT IN THE SOUTHERLY LINE OF RIVERTON LIME AND STONE CO. INC. AS RECORDED IN DEED BOOK 21 AT PAGE 322, IN DEED BOOK 80 AT PAGE 96 AND IN DEED BOOK 80 AT PAGE 302, AMONG THE SAID LAND RECORDS OF SAID COUNTY; THENCE WITH THE SAID LINE OF RIVERTON LIME AND STONE CO. INC. ON THE FOLLOWING NINE (9) COURSES AND DISTANCES:

N 87° 12' 37" W, 33.73 FEET TO A POINT, THENCE

N 77° 15' 12" E, 360.21 FEET TO A POINT, THENCE

S 77° 24' 44" E, 206.52 FEET TO A POINT, THENCE

N 58° 44' 03" E, 254.81 FEET TO A POINT, THENCE

N 59° 40' 30" E, 772.70 FEET TO A POINT, THENCE

EXHIBIT B - METES AND BOUNDS

N 05° 42' 46" E, 1,203.33 FEET TO A POINT, THENCE
N 58° 20' 22" W, 149.25 FEET TO A POINT, THENCE
N 16° 20' 29" E, 1,114.39 FEET TO A POINT, THENCE
N 20° 39' 43" E, 464.52 FEET TO A POINT, SAID POINT BEING THE
SOUTHWESTERLY CORNER OF MARGARET E. MILLS AS RECORDED IN DEED BOOK 469 AT
PAGE 710 AMONG THE LAND RECORDS OF SAID COUNTY. THENCE, DEPARTING SAID
RIVERTON LIME AND STONE AND CONTINUING WITH SAID MILLS THE FOLLOWING FIVE (5)
COURSES AND DISTANCES,

S 79° 24' 54" E, 1,216.46 FEET TO A POINT, THENCE
N 01° 02' 16" E, 9.02 FEET TO A POINT, THENCE
S 81° 57' 34" E, 209.25 FEET TO A POINT, THENCE
N 54° 57' 04" E, 58.13 FEET TO A POINT, THENCE
N 82° 29' 39" E, 174.94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY
LINE OF INTERSTATE HIGHWAY 66. THENCE, DEPARTING SAID MILLS AND CONTINUING
WITH THE RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 66,

S 75° 35' 40" E, 99.81 FEET TO A POINT, SAID POINT BEING THE
NORTHWESTERLY CORNER OF LOT 1 OF THE ELENORA B. FELYNER SUBDIVISION, AS
RECORDED IN DEED BOOK 295 AT PAGE 335 AMONG THE LAND RECORDS OF SAID COUNTY.
THENCE, DEPARTING THE RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 66 AND
CONTINUING WITH SAID LOT 1 OF ELENORA B. FELYNER SUBDIVISION AND WITH LOT 2
OF SAID ELENORA B. FELYNER SUBDIVISION AND WITH LOTS 1 THROUGH 3 AND PARCEL
A, OF THE CHARLES B. WOOD ET UX SUBDIVISION, AS RECORDED IN DEED BOOK 276 AT
PAGE 145, AMONG THE LAND RECORDS OF SAID COUNTY THE FOLLOWING FIVE (5)
COURSES AND DISTANCES,

S 15° 27' 12" W, 100.32 FEET TO A POINT, THENCE
S 15° 42' 35" W, 654.06 FEET TO A POINT, THENCE
S 11° 23' 54" E, 136.83 FEET TO A POINT, THENCE
S 76° 25' 02" E, 607.66 FEET TO A POINT, THENCE
S 79° 40' 52" E, 1,248.42 FEET TO A POINT, SAID POINT BEING A CORNER OF
RUTH P. MONNINGTON AS RECORDED BY INSTRUMENT 030002741 AMONG THE LAND RECORDS
OF SAID COUNTY. THENCE, DEPARTING SAID LOT 3 OF THE CHARLES B. WOOD ET UX AND
CONTINUING WITH THE LINE OF SAID MONNINGTON,

S 05° 39' 37" E, 170.86 FEET TO A POINT LYING ON THE CENTERLINE OF A
12.5 GRAVEL ROAD AS RECORDED IN DEED BOOK 180 AT PAGE 87 AMONG THE LAND
RECORDS OF SAID COUNTY, ALSO KNOWN OF RECORD AS MARY'S SHADY LANE. THENCE,
CONTINUING WITH THE LINE OF SAID MONNINGTON AND THE CENTERLINE OF SAID 12.5
FOOT GRAVEL ROAD,

81.08 FEET ALONG THE ARC OF A NON TANGENT CURVE DEFLECTING TO THE LEFT,
SAID CURVE HAVING A RADIUS OF 108.99 FEET, A CENTRAL ANGLE OF 42° 37' 16",
AND A CHORD BEARING AND DISTANCE OF S 22° 36' 11" W, 79.22 FEET TO A POINT OF
TANGENCY, THENCE

S 01° 17' 33" W, 342.38 FEET TO A POINT, SAID POINT BEING THE
SOUTHWESTERLY CORNER OF SAID MONNINGTON, LYING ON SAID CENTERLINE OF A 12.5
FOOT GRAVEL ROAD AND BEING THE CENTERLINE OF THE TERMINUS OF A 60 FOOT RIGHT-
OF-WAY AS RECORDED IN DEED BOOK 396 AT PAGE 596, ALSO KNOWN OF RECORD AS
MARY'S SHADY LANE. THENCE, DEPARTING THE CENTERLINE OF SAID 12.5 FOOT GRAVEL
ROAD AND CONTINUING WITH THE LINE OF SAID MONNINGTON AND ALSO WITH THE LINE
OF KEVIN J. MURPHY AS RECORDED BY INSTRUMENT: 960006620 AMONG THE LAND
RECORDS OF SAID COUNTY,

S 83° 04' 45" E, 294.77 FEET TO A POINT, THENCE
S 82° 13' 43" E, 1,617.35 FEET TO A POINT, SAID POINT BEING THE
SOUTHEASTERLY CORNER OF SAID MURPHY AND A CORNER OF HOWARD DUNCAN AND THE
WALTER DUNCAN AND MARY Z. DUNCAN LIVING TRUST AS RECORDED IN WILL BOOK N AT
PAGE 204 AND BY INSTRUMENT: 970004187 AMONG THE LAND RECORDS OF SAID COUNTY.
THENCE, DEPARTING SAID MURPHY AND CONTINUING WITH THE LINE OF SAID DUNCAN,

S 16° 05' 46" W, 1,116.69 FEET TO A POINT ON THE LINE OF THE INDUSTRIAL
DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND COUNTY OF WARREN,

EXHIBIT B - METES AND BOUNDS

VIRGINIA AS RECORDED IN DEED BOOK 471 AT PAGE 748 AND BY INSTRUMENT: 010002379 AMONG THE LAND RECORDS OF SAID COUNTY. THENCE, CONTINUING WITH SAID DUNCAN AND WITH THE SAME LINE EXTENDED, WITH THE LINE OF SAID INDUSTRIAL DEVELOPMENT AUTHORITY,

S 83° 54' 46" W, 875.41 FEET TO A POINT. THENCE, CONTINUING WITH SAID INDUSTRIAL AUTHORITY THE FOLLOWING TWO (2) COURSES AND DISTANCES,

S 06° 03' 49" W, 1,093.67 FEET TO A POINT, THENCE

S 80° 14' 27" E, 316.64 FEET TO A POINT IN THE LINE OF SAID TOWN OF FRONT ROYAL - WARREN COUNTY LINE; THENCE WITH THE SAID TOWN OF FRONT ROYAL - WARREN COUNTY LINE

S 41° 50' 37" W, 2,537.13 FEET TO THE POINT OF BEGINNING CONTAINING 26.343,391 SQUARE FEET OR 604.76104 ACRES OF LAND, MORE OR LESS.

EXHIBIT I-1: METES AND BOUNDS OF AREA PROPOSED FOR ANNEXATION

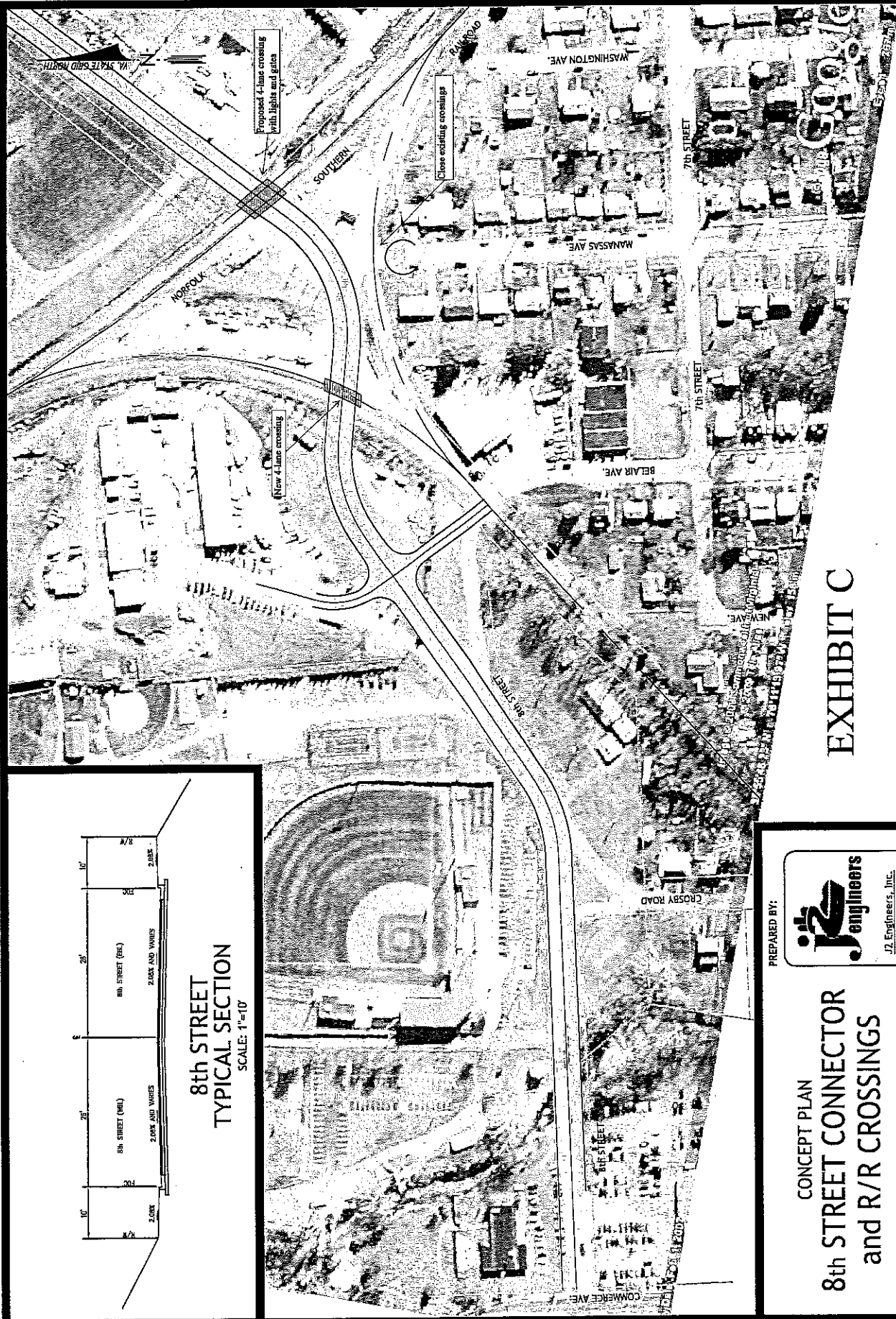
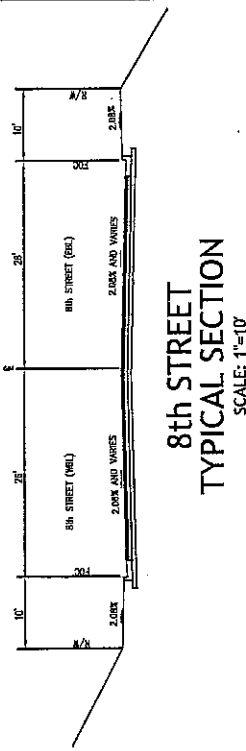


EXHIBIT C



PREPARED BY:



J2 Engineers, Inc.
 1715 S. 1st Street
 Manassas, VA 20108
 703.341.1530 (office)
 703.341.1534 (cell)
 www.j2engineers.com

CONCEPT PLAN 8th STREET CONNECTOR and R/R CROSSINGS

August 5, 2009

SCALE: 1" = 100'

LEGEND

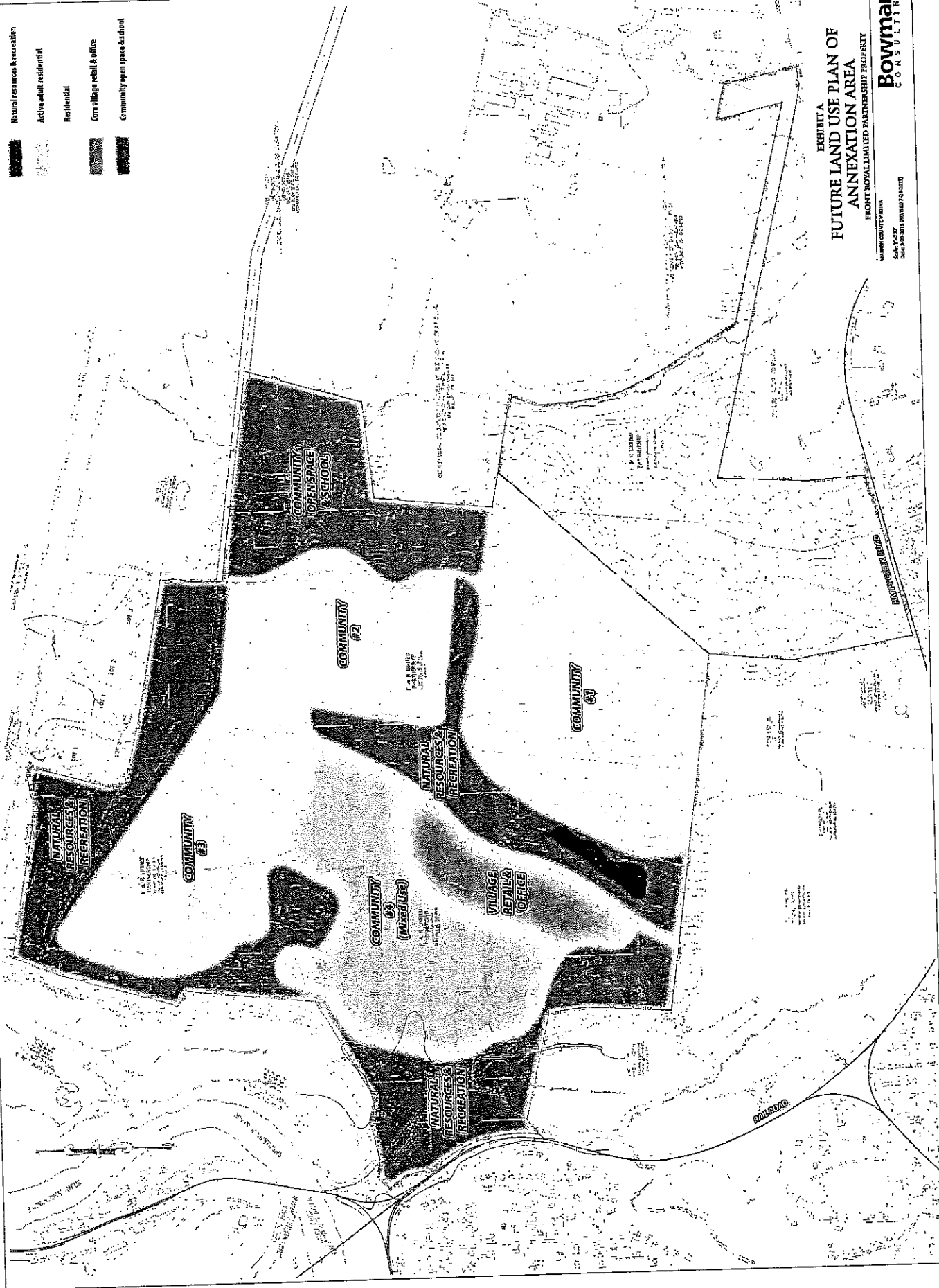
- Natural resources & recreation
- Active adult residential
- Residential
- Core village retail & office
- Community open space & school

EXHIBIT A FUTURE LAND USE PLAN OF ANNEXATION AREA

FRONT ROYAL LIMITED PARTNERSHIP PROPERTY

Bowman
CONSULTING

WORTH COUNTY, MISSOURI
Scale: 1" = 200'
Map No. 11-100000-70-0010





**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 9

Meeting Date: August 12, 2013

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend and Reenact Sections of Chapter 134 of the Town Code pertaining to Amendments of Prohibited Discharge Standards (2nd Reading)

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend and reenact Sections 134-4.A; 134-4.A.14; and 134-79 of the Front Royal Town Code pertaining to amendments of prohibited discharge standards, so as to allow rainwater from governmental correctional facilities to be discharged into the Town's sanitary sewerage system. If approved, the Town Code will provide that rainwater from governmental correctional facilities may be discharged into the Town's sanitary sewerage system, provided the rainwater collection, distribution and pretreatment systems of said facilities meet certain defined standards.

Budget/Funding: None

Attachments: Ordinance and "Virginia Rainwater Harvesting & Use Guidelines" from the Virginia Department of Health

Meetings: Work Sessions held July 1 and July 8, 2013 and Public Hearing held July 22, 2013

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to amend and reenact Sections 134-4.A; 134-4.A.14; and 134-79 of the Front Royal Town Code pertaining to amendments of prohibited discharge standards, so as to allow rainwater from governmental correctional facilities to be discharged into the Town's sanitary sewerage system.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB

BE IT ORDAINED by the Council of the Town of Front Royal, Virginia, that Chapter 134 of the Front Royal Town Code, entitled Prohibited Discharge Standards, Section A thereof, be amended and re-ordained as follows:

134-4 PROHIBITED DISCHARGE STANDARDS

- A. No user, except as set forth in subparagraph no. 14. below, shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will cause interference pass-through or violation of water quality standards. These general prohibitions apply to all users of the municipal wastewater system whether or not the use is subject to the Categorical Pretreatment Standards or to any other national, state or local pretreatment standards or requirements. Furthermore, no use may contribute any of the following substances to the municipal wastewater system:

[1. TO 13. NOT SET OUT- ALREADY PART OF ORDINANCE.]

14. Storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, cooling water and unpolluted industrial wastewater where Town water or sanitary sewer lines are available for connection thereto, unless specifically authorized by the Administrator, except that governmentally owned, operated, and appropriately licensed and credentialed correctional facilities may utilize a local central rain collection and distribution system only for purposes of flushing toilets, operating HVAC cooling and heating systems, and/or operating laundry facilities, provided that the system is approved by the Administrator, or designee, as meeting or exceeding the Leadership in Energy and Environmental Design ("LEED") initiative or comparable or better environmental standards, Town procedures and ordinances relating to water and sanitary sewer facilities, and other applicable policies, regulations, and laws; and further provided the system is approved by the Administrator as meeting or exceeding the Pre-Treatment protocols and standards set forth in the Virginia Department of Health's "Virginia Rainwater Harvesting & Use Guidelines".

134-79 DISCHARGE OF RAINWATER OR SURFACE WATER PROHIBITED

- A. Except as provided in Section 134-4.A.14. of this ordinance, the discharge of rainwater or surface water into a sanitary sewer line through connections from the roofs of houses or other buildings, basement drains, foundation drains, yard drains or any other connection is hereby prohibited.

B. Except as provided in Section 134-4.A.14. of this ordinance, it shall be unlawful to make any connection to the town's sanitary sewer system which allows rainwater or surface water to flow into said system, and no occupancy permit shall be issued for any new structure or construction having such a connection to the sanitary sewer system.

[C. and D. NOT SET OUT.]

ADOPTED by the Council of the Town of Front Royal, Virginia, this _____ day of _____, 2013.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of the Council

THIS RESOLUTION was approved at the Special Meeting of the Town of Front Royal, Virginia conducted _____ 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

Virginia Rainwater Harvesting & Use Guidelines

Developed by



March 31, 2011

PREFACE

This document provides guidance for the use of water collected through a rainwater harvesting system. This guidance is NOT regulation but does reference Virginia and other states' guidance and regulations relating to the use of rainwater.

DISCLAIMER

The mention of brand names or products in this report does not constitute an endorsement of those products by the Virginia Department of Health, Virginia Department of Environmental Quality, Department of Conservation and Recreation, Department of Housing and Community Development, or the Commonwealth of Virginia.

This document does not include local ordinance information, and any entity implementing a rainwater harvesting solution is responsible for assuring compliance with all local, state, and federal requirements.

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Chapter 1: Introduction

1.1 Purpose and Scope

The harvesting of rainwater has a number of benefits, including but not limited to:

- Supplementing the use of groundwater and surface water sources,
- Reducing the load to stormwater collection systems,
- Improving stormwater quality by reducing potential pollutants associated with runoff,
- Easing demand on public water facilities,
- Reducing potential soil erosion and increase soil infiltration.

The General Assembly of Virginia has directed the Virginia Department of Health (VDH) to develop guidelines regarding the use of gray water and rainwater (Va. Code § 32.1-248.2). This document is not regulation; it provides *guidance* for the harvesting and use of rainwater only.

1.2 Terms

"Rainwater Harvesting," as used in this document, refers to the collection, conveyance, and storage of precipitation from roof surfaces. Harvested Rainwater is not "gray water" or "reclaimed water." Rainwater Harvesting may be a part of an overall stormwater management program, but harvested rainwater is not intended for release into a waterway. Subsequent treatment of harvested rainwater may be employed to remove impurities and inactivate disease-causing microorganisms.

Several terms that are used throughout this document are defined in the *Virginia Administrative Code* (VAC) and are repeated below to clarify interpretation of this guidance:

"Auxiliary water system" means any water system on or available to the premises other than the waterworks. The auxiliary water may include water from a source such as wells, lakes, or streams; or process fluids; or used water. (12VAC5-590-10)

"Gray water" means untreated wastewater from bathtubs, showers, lavatory fixtures, wash basins, washing machines, and laundry tubs. It does not include wastewater from toilets, urinals, kitchen sinks, dishwashers, or laundry water from soiled diapers. (9VAC25-740).

"Potable water" means water fit for human consumption and domestic use that is safe and normally free of minerals, organic substances, and toxic agents in excess of reasonable amounts for domestic usage in the area served and normally adequate in quantity and quality for the minimum health requirements of the persons served. (Va. Code § 32.1-167 *et seq.*, 9VAC25-740, and 12VAC5-590-10)

"Reclaimed water" means water resulting from the treatment of domestic, municipal or industrial wastewater that is suitable for a water reuse that would not otherwise occur. Specifically excluded from this definition is "gray water." (4VAC50-60)

"Stormwater" means precipitation that is discharged across the land surface or through conveyances to one or more waterways and that may include stormwater runoff, snow melt runoff, and surface runoff and drainage. (4VAC50-60)

"Stormwater management facility" means a device that controls stormwater runoff and changes the characteristics of that runoff, including but not limited to, the quantity, quality, the period of release or the velocity of flow. (4VAC50-60)

"Waterworks" means a system that serves piped water for drinking or domestic use to (i) the public, (ii) at least 15 connections, or (iii) an average of 25 individuals for at least 60 days out of the year. The term "waterworks" shall include all structures, equipment and appurtenances used in the storage, collection, purification, treatment and distribution of pure water except the piping and fixtures inside the building where such water is delivered. (12VAC5-590-10)

1.3 Related Virginia Regulations and Guidance

Rainwater harvesting, as described in this guidance, is addressed in the Virginia Uniform Statewide Building Code (VUSBC). The VUSBC is administered by the Department of Housing and Community Development (DHCD).

The Water Reclamation and Reuse Regulations (9VAC25-740) address the reclamation of wastewater and water reuse, taking into account environmental and public health protection. These regulations specifically exclude the use of gray water. The regulations also prohibit direct potable reuse of reclaimed water, the use of reclaimed water for food preparation or in food or beverage products, swimming pools, hot tubs or wading pools, or any purpose inside a residential or domestic dwelling. These regulations are administered by the Virginia Department of Environmental Quality (DEQ).

Virginia's Stormwater Management Regulations (4VAC50-60) specify minimum technical criteria and administrative procedures for stormwater management. The regulations cover administration, implementation and enforcement of a permit program authorized by the federal *Clean Water Act* and the *Virginia Stormwater Management Act*. These regulations are administered by the Department of Conservation and Recreation (DCR). The DCR has developed the Virginia DCR Stormwater Design Specification No.6, Rainwater Harvesting (Version 1.9 dated April 26, 2010). It contains design information for non-potable water use and on-site stormwater disposal/infiltration, including components, configurations, and a cistern design spreadsheet.

The following regulations are administered by the VDH:

The Waterworks Regulations (12VAC5-590) address the location, construction and operation of public water systems. These regulations require every waterworks to establish and enforce a program of cross connection control and backflow prevention.

The Private Well Regulations (12VAC5-630) address the location and construction of private wells. Subsequent operation of private wells and their water delivery systems is not covered by this regulation.

Sewage Handling and Disposal Regulations (12VAC5-610) includes construction requirements for nonpublic water supplies, other than a private well, that might be used in conjunction with an onsite sewage disposal system for new construction. Section 1170 specifies location, protection, and construction standards for cisterns. The regulation allows cisterns when there is no other feasible source of potable water. Adequate treatment and continuous disinfection are required to insure potability. Section 1140 specifies that the system must be capable of supplying an adequate quantity of water at all times.

Chapter 2: Water Source, Use & Quality

2.1 Uses and Water Quality Requirements

Harvested rainwater systems may be installed in a variety of situations. These situations may be grouped by available water supply:

- Dual water supplies (public and private)
- Private water supplies

And also by water use and delivery:

- Single interior plumbing system
- Separate plumbing system for non-potable water use

The operational criteria for the type of application vary. Design and operation features, safeguards, and water quality considerations are described in the following sections.

2.1.1. Cross Connection Control

The International Plumbing Code (§ 608.6.1.) prohibits cross connections between private and public water supplies.

12VAC5-590-590 of the *Waterworks Regulations* prohibits any connection whereby water from an auxiliary water system may enter a waterworks. Waterworks customers having an auxiliary water source, such as rainwater harvesting system, may be classified as "high hazard" under the *Waterworks Regulations*. Backflow prevention for these customers is required.

The *Waterworks Regulations* require every waterworks to have an active cross-connection control and backflow prevention program, approved by the VDH. This program must include the inspection and testing of all backflow prevention devices annually, at a minimum. In accordance with 12VAC5-590-590 B: each auxiliary water system, its method of connection, and use of water must be approved by the waterworks and the VDH.

If a Reduced Pressure Zone (RPZ) device is used, it should meet American Water Works Association standards and be approved by the American Society of Sanitary Engineering (ASSE) and the USC-FCCC (University of Southern California Foundation for Cross Connection Control and Hydraulic Research). An RPZ device must be installed and tested by a Backflow Prevention Device Worker certified by Virginia Department of Professional and Occupational Regulation.

2.1.2. Water Supplement and Use

Review of applicable guidance from other states has shown that non-potable uses account for a significant majority of the overall water use. This guidance recommends that harvested rainwater be restricted to non-potable uses. Fluctuations in rainfall patterns, available storage, and intended use are all key factors that affect the design of rainwater harvesting systems. Guidance from a number of different sources generally

include a means for the user to supplement the harvested rainwater during high demand or low precipitation periods.

Harvested rainwater systems are dependent on the precipitation patterns and may not be able to provide adequate water supply during all parts of the year. Supplementing the harvested rainwater requires an appropriate level of cross connection control and protection for the private or public water system that supplies the supplemental water. Public water systems are regulated and continually tested to ensure that the water is safe for human consumption. They are the recommended source of potable water whenever possible.

2.1.3. Separate Plumbing for Non-Potable Water Use

Separate plumbing systems for non-potable water within a building are governed by the requirements of the VUSBC. Harvested rainwater may be used solely or in conjunction with another water source in separate interior, non-potable plumbing systems. The VDH does not regulate the water quality of these installations.

2.2 Factors Effecting Harvested Rainwater Quality

2.2.1. Component Materials: Roof Surface, Piping, Storage

The pH of rainwater in Virginia tends to be acidic, ranging from 4.5 to 5.0. Other chemical characteristics of harvested rainwater will depend on the water temperature, roof material over which it flows, and the pipe, storage and appurtenances that come in contact with the collected water. Undesirable contaminants, such as asbestos, lead and copper, may be imparted to the captured rainwater when roof surfaces and plumbing contain these elements (*VA DCR Stormwater Design Specification No. 6*). Further information on these topics is available in the *Virginia Rainwater Harvesting Manual*, and other references listed in Chapter 6.

2.2.2. Collection Site: Air Quality, Overhead Vegetation, Animal Access

Dirt, bacteria, molds, algae, fecal matter, and organic matter from vegetation are contaminants that may be imparted to the collected rainwater. The cleanliness of the roof catchment surface will directly affect the water quality. The longer the span of dry days, the more debris is washed off from roof surfaces by a rainfall.

Additional contaminants that may be captured by rainwater include, but are not limited to, dust, smoke, and soot suspended in the atmosphere. The local air quality and prevailing winds will impact the total dissolved solids in rainwater. This depends on the rainwater harvesting site location and air emissions (particulate and gaseous) in the proximity.

Chapter 3: Rainwater Harvesting System Components & Sizing

Rainwater harvesting systems should be designed and sized based on a number of factors that are specific to the site, structure(s) and use(s). The design should include an evaluation of the catchment surfaces, gutters, pre-treatment devices, storage, pumps, piping and appropriate treatment. There are a number of resources that can be used to guide individuals in this process.

3.1 Catchment Surfaces

Rainwater is typically captured from a structure or building roof. Rainwater can also be captured from a constructed conveyance specifically designed to intercept the rainwater for collection. Other impervious surfaces, such as driveways, parking areas, etc. are generally not suitable for rainwater harvesting but may be appropriate for stormwater management.

The roof material will impact the quality and quantity of captured rainwater. Smooth metal or slate surfaces are most efficient. Clay and concrete tiles may collect less rainwater due to porosity, inefficient flow and evaporation. Calculators used to estimate quantity and component sizes may include a "Rooftop Runoff Coefficient" (as described in The Cabell Brand Center's *Virginia Rainwater Harvesting Manual*, and used in DCR's Rainwater Harvesting Spreadsheet) to account for differences in catchment surface materials. Composite shingles, wood shingles, and tar and gravel roofing may leach chemicals into the water, so these should be considered as a part of the design and intended use of the harvested rainwater.

3.2 Gutters, Downspouts & Drains

Gutters are used to capture rainwater at the eaves of a building, and should be sloped towards the downspouts. Their size depends on the roof configuration, surface area, roof slope, number of downspouts and intensity of rainfall. Gutters and downspouts are commonly constructed of PVC, vinyl, aluminum, and galvanized steel.

3.3 Pre-Treatment: Screens, Strainers, First-Flush Diverters, Roof Washers

Leaves and other debris can be prevented from entering the collected rainwater along the gutters using leaf screens or "gutter guards", or in the downspouts with downspout filters or strainer baskets. Other pretreatment devices such as cylindrical screens and filter socks may be installed at the outlet of the downspout or inlet to the storage tank.

A first flush diverter is designed to re-route the initial rainwater runoff that may contain contaminants such as dust, pollen, bird and rodent feces from the harvested water storage tank. One diverter is recommended for each downspout, and there are several designs available. The diverted water should ideally be routed to a pervious area to allow for filtration. The recommended amount of rainwater diverted depends on roof surface, amount of debris, and number of antecedent dry days.

A roof washer is another device for filtering small debris just ahead of the storage tank. Roof washers are commercially available and consist of a 30-50 gallon box or tank, which are usually equipped with a 30-micron filter or other strainer.

There are also devices which combine the functions of first flush diversion and a roof washer. All pretreatment devices require regular maintenance and cleaning.

3.4 Storage Tanks

Storage tanks or cisterns are selected based on size, location, and material of construction. These elements are discussed in detail in the *Virginia DCR Stormwater Design Specification No.6*, which also provides a cistern Design Spreadsheet, and in the *Virginia Rainwater Harvesting Manual*, compiled by The Cabell Brand Center.

Algae growth should be prevented by using opaque tanks, and minimizing light penetration from any openings. Proper screening of all inlets, outlets and overflows is necessary to protect from vectors such as mosquitoes, insects and rodents.

3.5 Pumps & Controls

Submersible pumps, suction or jet pumps are common in rainwater harvesting systems. They are often used in conjunction with a pressure tank and switch for pump control. A floating pump intake equipped with a filter is recommended to withdraw water a few inches below the water surface.

Chapter 4: Treatment

4.1 Treatment Goals & Water Quality Standards

The federal *Safe Drinking Water Act* has established chemical, physical, radiological and microbiological standards for public drinking water. These standards have been adopted by the VDH in the *Waterworks Regulations* (12VAC5-590-340 through 440.) The public drinking water standards cover contaminants that pose acute and chronic health concerns. These guidelines recommend that harvested rainwater be restricted to non-potable activities. In settings with a high potential for human exposure or contact, the primary area of concern is microbial contamination. The public health goal in these settings is to maintain an absence of:

- Bacteria, including *Escherichia coli*, *Legionella*
- Protozoans, including *Giardia lamblia*, *Cryptosporidium*
- Viruses

4.2 Treatment Processes

It is important that potential users understand the need for treatment in order to minimize the risk to those that may come in contact with harvested rainwater. Pretreatment devices described in the previous section are recommended for all rainwater harvesting systems. Additional treatment processes may be necessary, depending on the intended use. Treatment effectiveness can only be established through a regular water testing program, in conjunction with routine maintenance of the rainwater harvesting system.

4.2.1. Filtration

Filtration devices are used to remove particulate matter that may clog piping valves, plumbing fixtures and irrigation devices, stain sinks, toilets and tubs, and harbor pathogenic microorganisms. Cartridge filters of synthetic fiber, ceramic media filters, and activated carbon filters should be used as appropriate. Filters that are certified to meet American National Standards Institute (ANSI)/NSF Standard 61 help ensure that the filter does not impart undesirable contaminants into the water.

The efficiency of the filter is related to the opening size. A recommended size for non-potable use often cited is 5 microns. The intended use of the harvested rainwater should determine the type and opening size of the filter.

Granular Activated Carbon (GAC) Filters provide an additional benefit in adsorbing organic compounds, some which may impart undesirable water characteristics, such as odor. GAC filters are generally used in series with another sediment filter. GAC filters must be installed upstream of chlorine disinfection.

Synthetic membrane filters with smaller openings, such as reverse osmosis units, may also be considered, depending on the proposed use.

4.2.2. Neutralization

Neutralization of acidic rainwater may be necessary to raise the pH to acceptable levels. This is particularly important if the water will contact metal surfaces, pipe, etc. to prevent corrosion. A neutralizing agent, such as lime or soda ash, may be added to the storage tank. Neutralizing filters/contactors with calcium carbonate media, sometimes blended with magnesium oxides, can also be used to raise the pH.

4.2.3. Disinfection

Non-potable water used indoors should be disinfected. Disinfection of non-potable water prevents microbial growth (such as *Legionella* and *E. coli*), odors and fouling of fixtures. All disinfection methods shall follow filtration. The disinfection methods most commonly referenced are: Chlorine, Ultraviolet (UV) Light, and Ozone. VDH recommends that a qualified professional engineer design the system and provide operational recommendations for the appropriate treatment and delivery of harvested rainwater.

- Chlorine is a powerful oxidant chemical that is generally used in conventional drinking water disinfection. Chlorine disinfection may be achieved in various ways, and generally leaves a residual in the finished water to inhibit growth of bacteria. Chlorine disinfection can be achieved through the use of flow-through chlorinators using calcium hypochlorite tablets or pellets. An automated, sodium hypochlorite solution feed system using a metering pump and injector may also be used. Chlorine compounds having ANSI/NSF Standard 60 certification are recommended. Do not use commercial bleaches or chlorine products that contain fragrances or UV stabilizers (particularly cyanide-based UV stabilizers designed for swimming pools). A total chlorine residual of 0.2 mg/L is recommended.
- UV Light disinfection devices for potable water must meet NSF/ANSI Standard 55, Class A. Non-potable water disinfection devices should meet NSF/ANSI Standard 55, Class B, as a minimum. UV light system must be rated for the system design flow rate.
- Ozone is a powerful oxidant that is highly reactive and does not leave a residual disinfectant in the water. In addition to disinfecting microorganisms, it also reduces color, taste and odors. Ozone gas can be a health hazard if inhaled, and accumulation of ozone may pose a risk of explosion.

4.3 Testing

Harvested rainwater should be tested at the storage unit (cistern or tank) to determine the microbial and chemical quality of the water, prior to any subsequent treatment. If treatment is installed, then the harvested water should also be tested downstream of all treatment units to ensure that the treatment is working.

Chapter 5: Operation & Maintenance

The owner of a rainwater harvesting system is responsible for the ongoing operation and maintenance. Duties may include any of the following:

- Monitor tank levels
- Clean gutters and pre-treatment devices
- Repair leaks
- Repair and maintain mechanical and electrical equipment
- Remove sediment buildup in tanks
- Periodically backwash filters or replace filter media
 - Replenish neutralizing filter media as it is absorbed
 - Replace spent GAC media
- Clean UV light bulb and quartz sleeve, replace bulbs as needed
- Replenish chlorine disinfectant (tablets, pellets or solution)
- Regularly test bacteriological water quality.

Owners of rainwater harvesting systems with extensive water treatment equipment may consider contracting maintenance oversight from the system designer or equipment supplier. At a minimum, specific manufacturer's literature should be consulted for more detailed operation and maintenance information.

Chapter 6: References

The following references are recommended for further information on rainwater harvesting:

Managing Wet Weather through Green Infrastructure: Municipal Handbook: Rainwater Harvesting, USEPA, 2008, Doc # EPA-833-F-08-101.

Point-of-Use or Point-of-Entry Treatment Options for Small Drinking Water Systems, USEPA, April 2006, Doc # EPA 815-R-06-010

National Sanitation Foundation (NSF)

Protocol P151: Health Effects from Rainwater Catchment System Components
Standard 42: Drinking Water Treatment Units – Aesthetic Effects,
Standard 53: Drinking Water Treatment Units – Health Effects,
Standard 55: Ultraviolet Microbial Water Treatment Systems,
Standard 58: Reverse Osmosis Drinking Water Systems
Standard 60: Drinking Water Treatment Chemicals – Health Effects
Standard 61: Drinking Water System Components – Health Effects

Virginia Rainwater Harvesting Manual, compiled by the Cabell Brand Center,
www.cabellbrandcenter.org.

Georgia Rainwater Harvesting Guidelines, 2009, developed pursuant to the 2009 Georgia State Amendments to the International Building Code.

Georgia State Amendments to the International Plumbing Code, revised January 1, 2010.

The Texas Manual on Rainwater Harvesting, Texas Water Development Board, 3rd edition, 2005.

Virginia Stormwater BMP Clearinghouse, www.vwrrc.vt.edu/swc/, administered by the Virginia Department of Conservation and Recreation and the Virginia Water Resources Research Center.

American Rainwater Catchment Systems Association, www.arcsa.org.

APPENDIX – RAINWATER HARVESTING APPLICATION MATRIX

Level	Proposed Application	Served by Public Water?	Considerations
1	Indoor: Non-potable	Yes	Approved Cross-Connection Control Local building code requirements System design approved by Waterworks Compliance with applicable laws, regulations and ordinances Pre-Treatment (1 st flush diverter, etc.) Storage Filtration pH Adjustment Disinfection Operational and maintenance requirements
2	Indoor: Non-potable	No	Approved Cross-Connection Control Local building code requirements Compliance with applicable laws, regulations and ordinances Pre-Treatment (1 st flush diverter, etc.) Storage Filtration pH Adjustment Disinfection Operational and maintenance requirements
3	Outdoor: Non-potable, High Contact (swimming pools, showers, etc.)	Yes or No	Approved Cross-Connection Control Local building code requirements System design in compliance with or approved by waterworks Pre-Treatment (1 st flush diverter, etc.) Storage Filtration Disinfection
4	Outdoor: Landscape Irrigation	Yes or No	Approved Cross-Connection Control Local building code requirements System design in compliance with or approved by waterworks Pre-Treatment (1 st flush diverter, etc.) Storage Filtration



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: August 12, 2013

Agenda Item: COUNCIL APPROVAL – Eagle Scout Project at Gazebo Area - Devon Biggs

Summary: Devon Biggs, member of Boy Scouts Troop 52, is beginning his Eagle Scout Project that includes building little libraries at several locations throughout Town including the Gazebo Area. Mr. Biggs is requesting that Council consider approval of the placement of a library near the Downtown Main Street Gazebo. Staff suggests that Mr. Biggs coordinate with Staff on the construction of this project.

Budget/Funding: None

Attachments: Letter from Mr. Biggs

Meetings: Work Session held March 4, 2013

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council approve Devon Biggs' Eagle Scout Project to place a little library near the Downtown Main Street Gazebo. I further move that Staff coordinate with Devon Biggs on this project.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JTB

Devon Biggs
424 W. 15th St.
Front Royal, VA 22630
(Cell) 540-551-2903
(Email) soccermaster32@gmail.com

Steven M. Burke, Town Manager
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

22 July 2013

Dear Mr. Burke:

My name is Devon Biggs. I am a member of Boy Scout Troop 52 and I am starting my eagle project. I would like to build little libraries at several locations including the Gazebo. Because the Gazebo is town property I am asking you for permission and presenting you with my plans.

A little library resembles a large weatherproof birdhouse with a Plexiglas door, set on a post. Placed near a bench, it becomes a spot for people to borrow a book or place a book for another person to enjoy. I saw an article in *Reader's Digest* about these little libraries. I was raised on books and I have volunteered at the library multiple times. So when I read about these little libraries I thought it would be a great addition to Front Royal's parks and would encourage people to read more and share books with their neighbors.

I would like to construct five little libraries and place one at each of the following locations:

- Warren County Dog Park
- Happy Creek Fantasyland Playground
- Downtown Main Street Gazebo
- Skyline Soccer Plex
- Chimney Field Playground

I will ask for book donations from Samuels Public Library, Royal Oak Book Store, and Pagemaster Book Store. I envision having children's books at the playgrounds, dog books at the dog park, soccer and sport books at the Soccer Plex, and fiction and non-fiction books for grown-ups at the Gazebo.

Materials will come from private donations and Lowes. Labor will be provided by fellow scouts and friends, and will be guided by adults with construction experience.

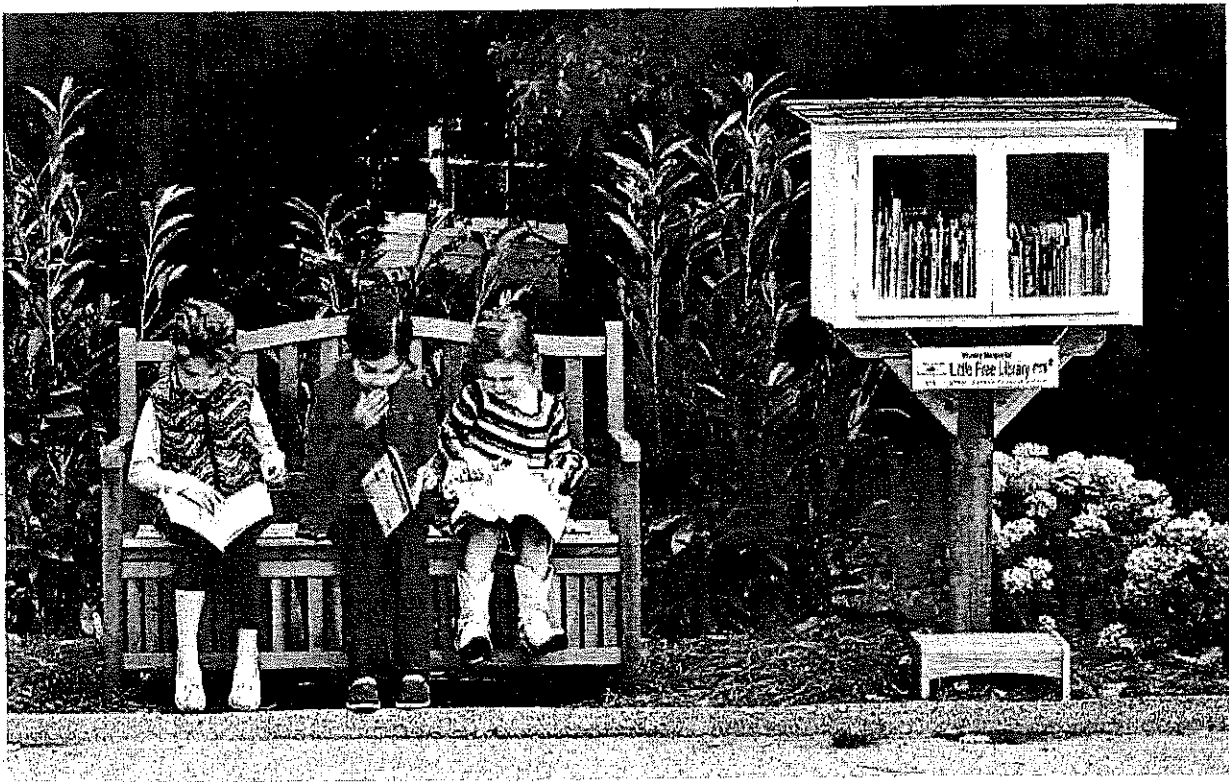
Assuming that my project is approved by the Shenandoah Area Council, I estimate the project to be completed by the end of October.

Thank you for your consideration. I look forward to hearing from you.

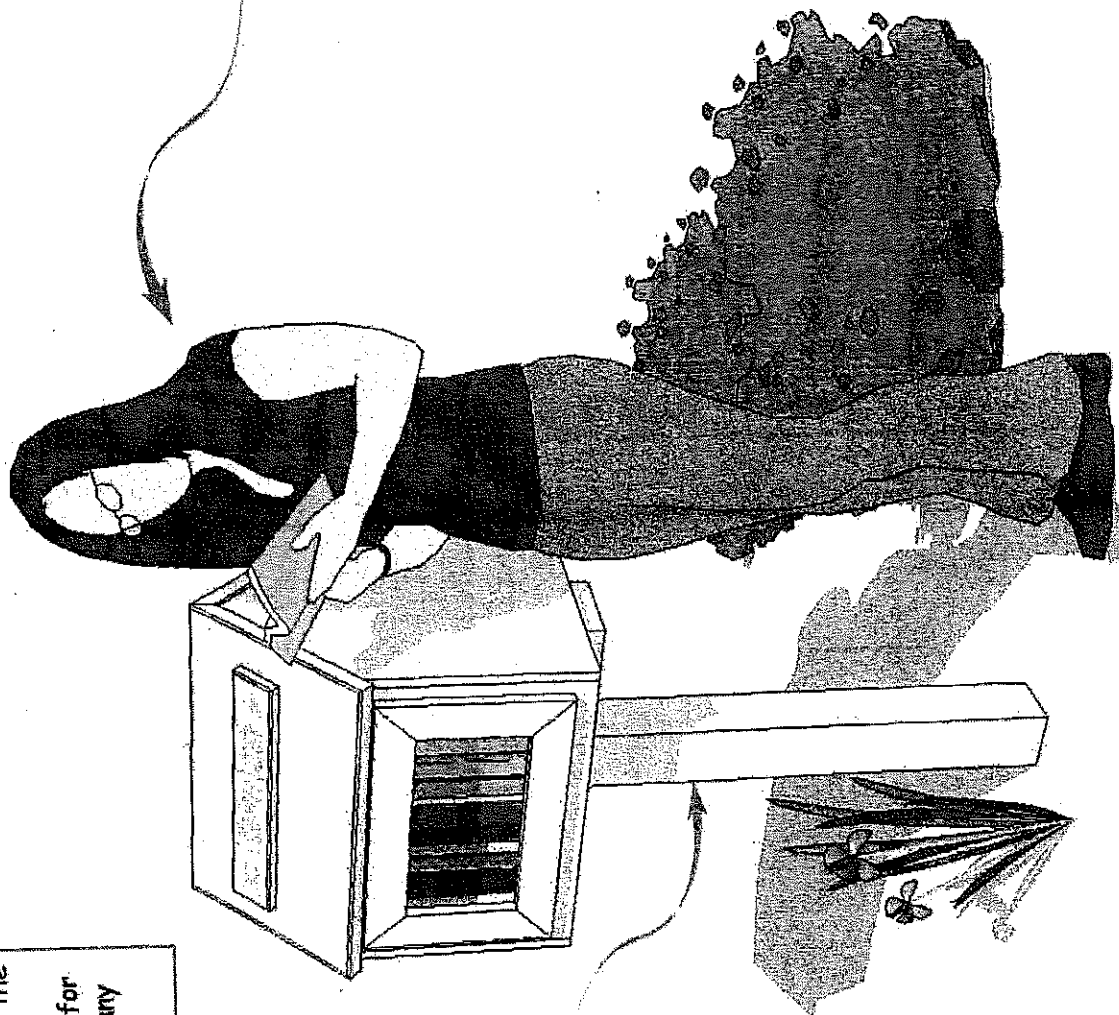
Sincerely,

Devon Biggs

Encl: Building Plans (5 pages)



Here's what this first set of plans can help you build - a Little Library in the style of the whimsical Cabin. Michael Kramer has put together some drawings and instructions for the basic structure. You can vary these any way you wish.



Could this be Bookus Binder, Little Library patron and reader? Yes...and she is eager to see what you can build. Go for it! We hope these plans make it easier for you.

A little landscaping, some flowers or a bench can make your Little Free Library more inviting.

A five foot 4" x 4" post put 24" in the ground will do the trick. No need to use cement. Just pack it tightly and make sure it's steady.



Little Free Library

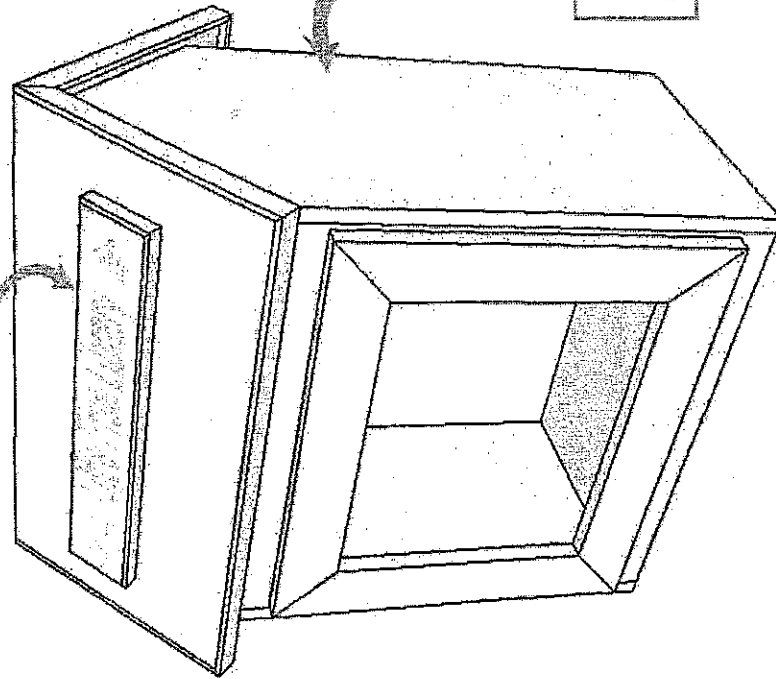
www.littlefreelibrary.org

Library Box - Builder's Kit Plans

Plans by Michael Kramer

Be sure to leave room for your official Little Free Library sign. It identifies this structure with the registry number, lets people know you are part of an international movement, and tells patrons what to do: Take a book. Return a book.

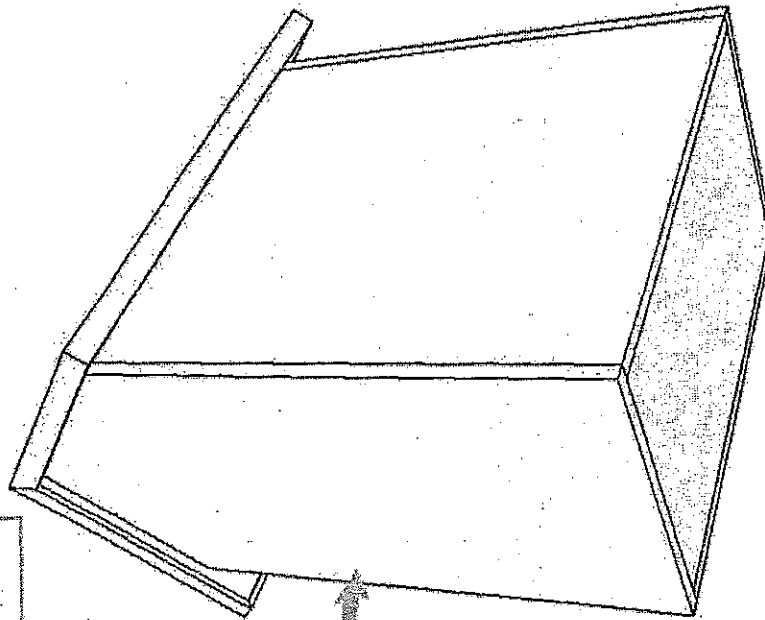
LFL signs will be sent once your library is registered.



Perspective View - Front
Not to scale

A
02

The apex of the roof will stay dry if you cover it with a piece of sheet metal.



Want a window or some artwork here? Be creative or keep it simple.

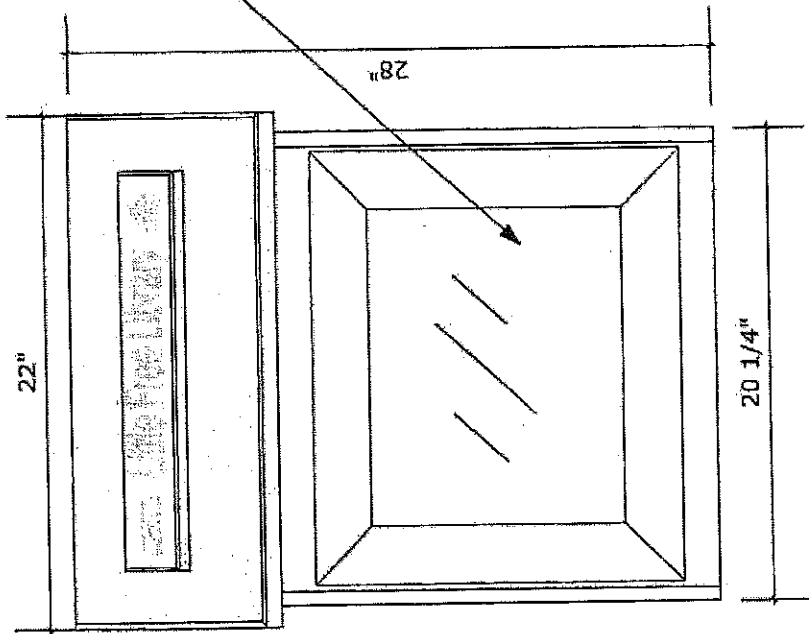
Perspective View - Back
Not to scale

B
02

Keep in mind that rain and snow have a way of finding their way inside unless you have a substantial overhang here, tight seals in all joints, no holes in the roof and no holes that would let even a drop fall on the books. Double walls can make a big difference!



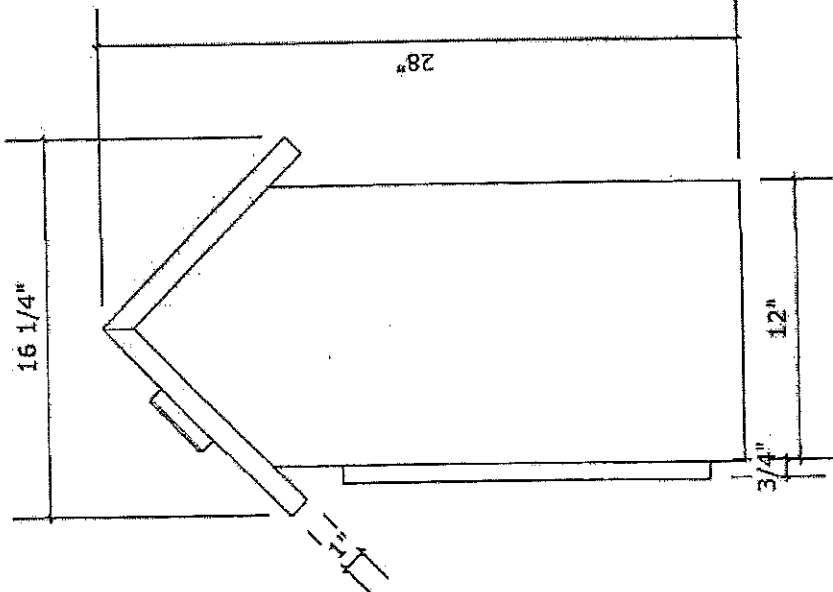
22"



FRONT
scale: 1 1/2"=1'

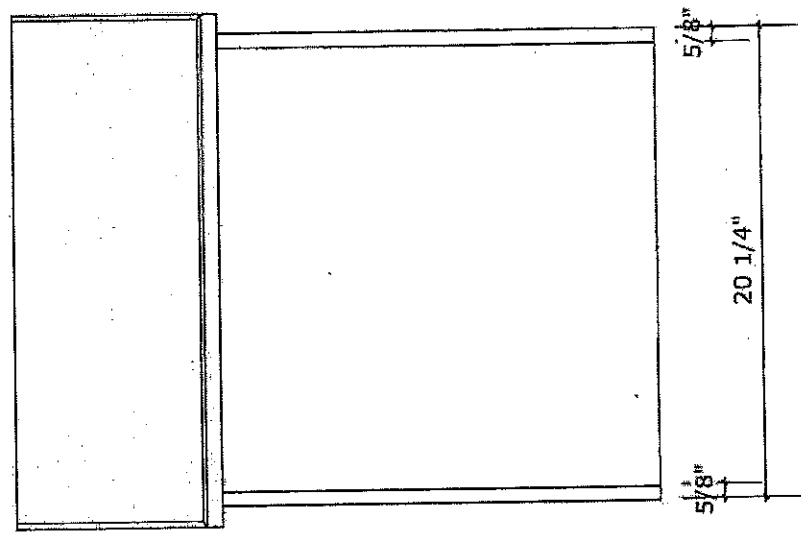
A
03

These dimensions are not set in stone. If you want to have two shelves rather than just one, you can do it!



RIGHT
scale: 1 1/2"=1'

B
03



BACK
scale: 1 1/2"=1'

C
03

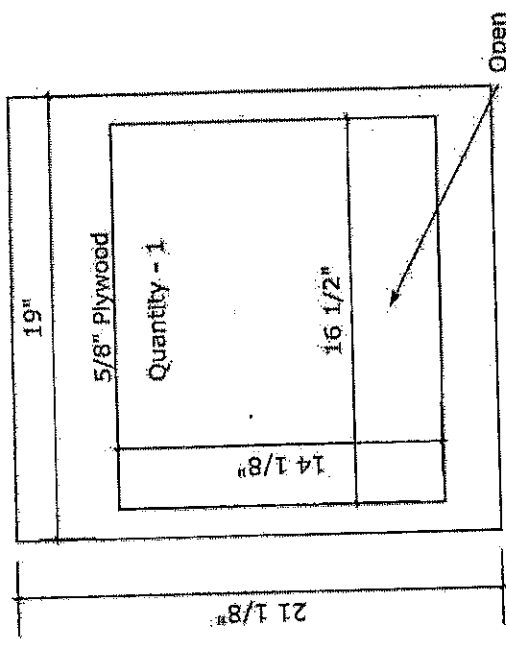
Little Free Library :: littlefreelibrary.org





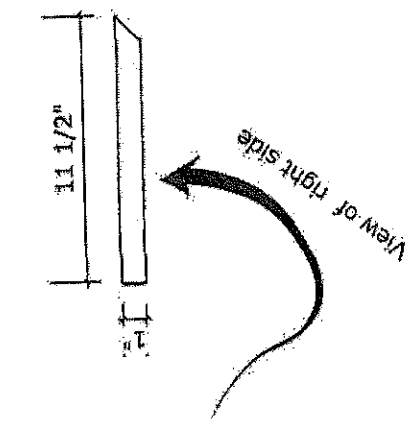
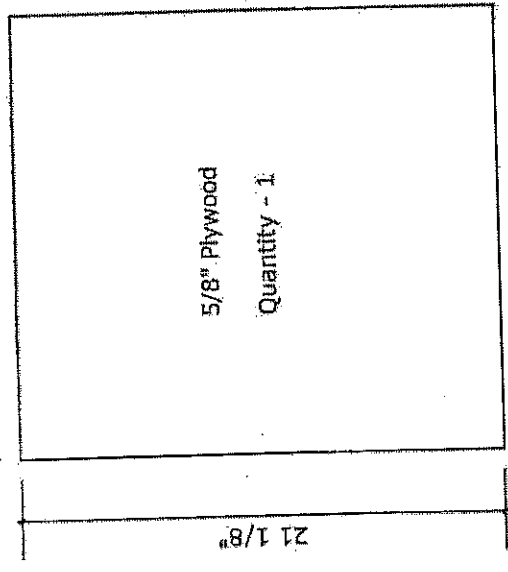
Back
scale: 1 1/2"=1'

D
04



Front
scale: 1 1/2"=1'

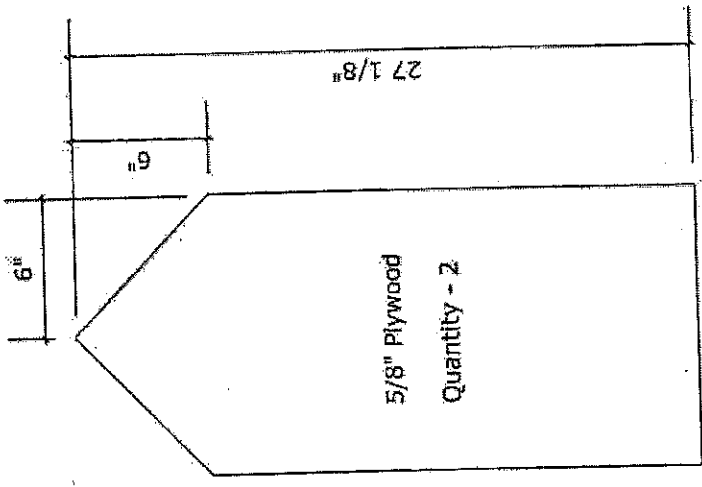
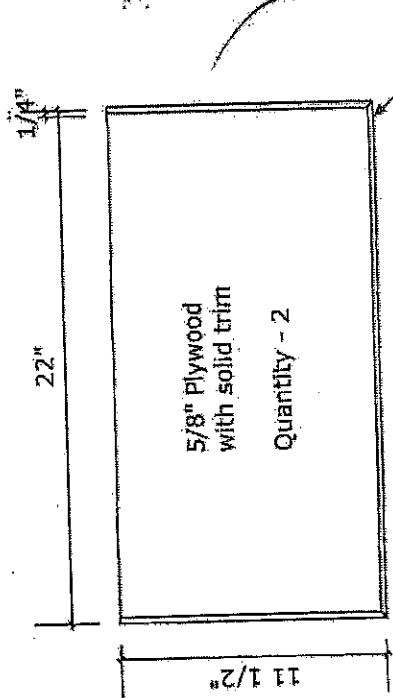
B
04



1/4" x 1" solid trim

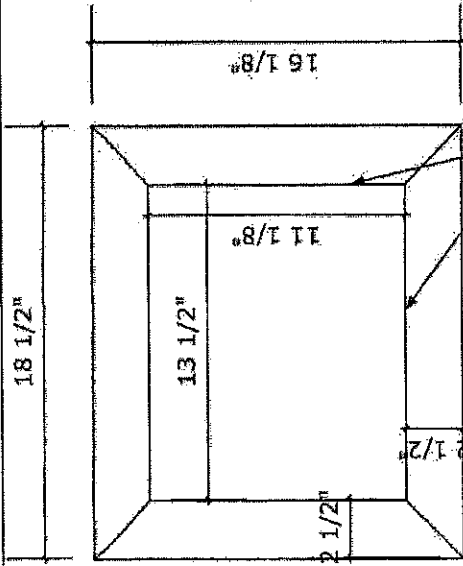
Top
scale: 1 1/2"=1'

A
04



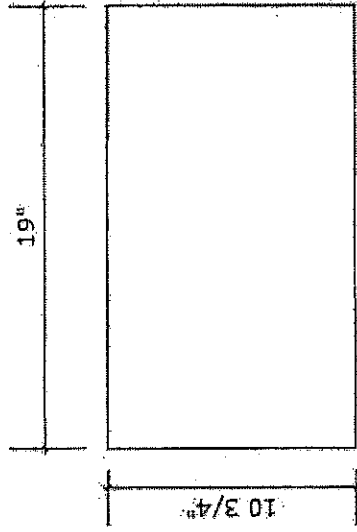
Side
scale: 1 1/2"=1'

C
04



Grooved or rabbited
to accept transparent
plexiglass

Top
scale: 1 1/2"=1'



Bottom
scale: 1 1/2"=1'

For technical assistance and tips, see the Neighborhood
Library Builders Guild group on Facebook.

www.facebook.com/pages/Neighborhood-Library-Builders-Guild





**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 11

Meeting Date: August 12, 2013

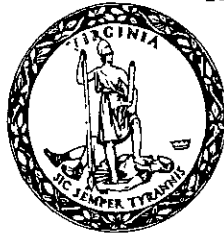
-
- Agenda Item:** COUNCIL APPROVAL – Award of Engineering Design Contract for Leach Run Parkway
- Summary:** Council is requested to approve the recommendation for award of the Engineering Design Contract to Pennoni Associates, Inc. in an amount not to exceed \$712,000. 00. In addition, Council is requested to authorize the Mayor, Town Manager, and Town Attorney to sign any and all documentation to support this award. Authorization shall include the Memorandum of Agreement between VDOT, Town of Front Royal, County of Warren, and the Front Royal-Warren County Economic Development Authority.
- Budget/Funding:** 9130-47957 – Leach Run Parkway (1/3 of \$0.02 Tax)
- Attachments:** Memorandum of Agreement and Virginia Department of Transportation (VDOT) General Terms and Conditions
- Meetings:** Work Sessions held July 1, 15, 2013 and August 5, 2013
- Staff Recommendation:** Approval ✓ Denial
- Proposed Motion:** I move that Council approve the recommendation for award of the Engineering Design Contract to Pennoni Associates, Inc. in an amount not to exceed \$712,000.00. I further move to authorize the Mayor, Town Manager, and Town Attorney to sign any and all documentation to support this award, including the Memorandum of Agreement (MOA) between Virginia Department of Transportation (VDOT), Town of Front Royal, County of Warren, and the Front Royal-Warren County Economic Development Authority.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB

Revised: May 23, 2008



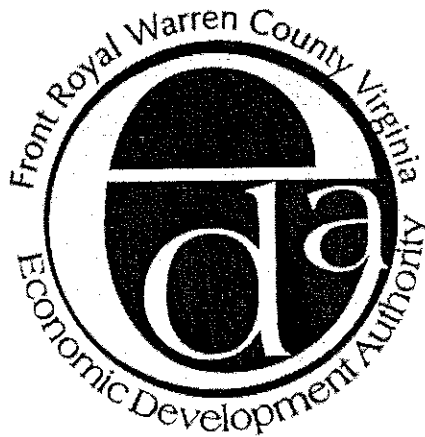
MEMORANDUM OF AGREEMENT

FOR

ENGINEERING SERVICES
FOR
LEACH RUN PARKWAY
FRONT ROYALWARREN COUNTY, VIRGINIA

STATE PROJECT NUMBER: U000-112-R53.

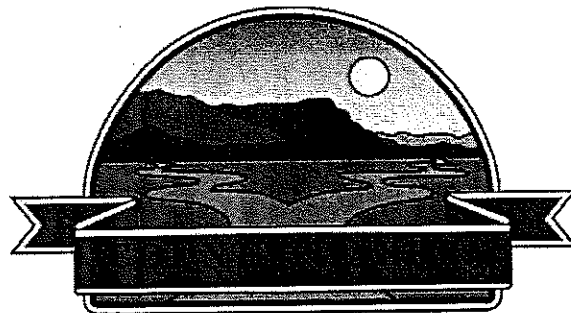
WARREN COUNTY



In partnership with and on behalf of



And



LETTER OF AGREEMENT

1. **CONTRACTING PARTIES:** This Agreement is between the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, d/b/a the Economic Development Authority ("EDA"), 400-D Kendrick Lane, Front Royal VA 22630 (540) 635-2182, hereinafter referred to as "the Locality" and/or "the EDA"; the Town of Front Royal ("Front Royal" or "the Town"), a Virginia municipal corporation, 102 East Main Street, Front Royal VA 22630 (540) 635-8007; and the County of Warren ("the County"), 220 N. Commerce Avenue, Suite 100, Front Royal VA 22630 (540) 636-4600; hereinafter referred to as "the Partnership" and

PENNONI ASSOCIATES, INC.

117 East Piccadilly Street

Winchester, Virginia 22601

(540) 667-2139

Fed. ID #: 23-1683429

hereinafter referred to as "the Consultant."

2. **DESCRIPTION AND LIMITS OF PROJECT:** This Agreement is for:

Professional engineering services for the final design, permitting, prequalification, bidding, and construction phases for the roadway, storm water drainage, and utilities improvements associated with the Leach Run Parkway project. The Parkway is to be a four lane, divided, limited access highway, with a design speed of 50 mph, and is approximately two (2) miles in length, between Happy Creek Road and John Marshall Highway in the Town of Front Royal. The Parkway was developed to a preliminary design stage twenty-one years ago. The selected design firm shall review this work and update/modify the design to conform to current VDOT design criteria, incorporate bicycle lanes and sidewalks or trails, provide for landscaping/buffering to minimize impact on adjoining residences, and analyze the layout to minimize the required Right-of-Way.

The Consultant shall provide any necessary survey, geotechnical, road design, utilities design, ROW analysis, bidding, and construction services to develop final design plans for construction to the standards of the Town of Front Royal. In the event of the standards of the Town are more stringent or extensive than VDOT's, the Town's shall prevail.

The following items of work shall be subcontracted to:

- (1) GeoConcepts Engineering, Inc.
19955 Highland Vista Drive, Suite 170
Ashburn, Virginia 20147

Geotechnical inspections and analysis in pre-design phase of work

(2) Williamsburg Environmental Group, Inc.
150 Riverswade Parkway, Suite 301
Fredericksburg, Virginia 22406

Wetlands and environmental permitting

3. INCLUDED DOCUMENTS: This Agreement shall consist of the following documents:

- a. This signed Letter of Agreement;
- b. Certifications of the Consultant and the EDA;
- c. The following Attachments:
 - Attachment A – General Terms and Conditions
 - Attachment B – Special Terms and Conditions
 - Attachment C – Payment
 - Attachment D – Fee Proposal
 - Attachment E – Certifications Regarding Debarment

In the event of any conflict between a provision in Attachment A and a provision in Attachment B, the conflicting provision in Attachment B shall govern this Agreement.

4. CONSIDERATION: This is a Fixed Billable Rate contract.

The maximum total compensation payable to the Consultant for services authorized by this Agreement will not exceed \$712,000.00, including up to \$10,000.00 for reimbursables, as shown in Attachment D.

5. TIME TO COMPLETE WORK: Plans/Reports/etc. shall be completed and delivered to the EDA within the periods specified in the progress schedule included in Attachment D.

6. INTENT: It is the intent of this Agreement that the Consultant, employing qualified, competent and experienced personnel, shall perform the stated services equal to the practice prevalent among consultants within the subject area of work and commensurate with the magnitude and intricacy of the work under consideration. These services shall be so complete that it will not be necessary for the EDA to supplement any of the operation by its own

7. SIGNATURES: The parties hereto agree to abide by all the provisions of this Agreement.

IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed on this the _____ day of _____, 20_____.

[Signatures begin on next page]

PENNONI ASSOCIATES, INC.

By: _____
[NAME] Date

[TITLE]

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
TOWN OF FRONT ROYAL AND COUNTY OF WARREN, VIRGINIA

By: _____
Patricia S. Wines Date
Chairman

ATTEST:

Jennifer R. McDonald Date
Executive Director

TOWN OF FRONT ROYAL

By: _____
Timothy W. Darr Date
Mayor

ATTEST:

Steve Burke Date
Town Manager

COUNTY OF WARREN

By: _____
Archie A. Fox Date
Chairman, Board of Supervisors

ATTEST:

Douglas P. Stanley
County Administrator

Date

CERTIFICATION OF CONSULTANT

I hereby certify that I am a duly authorized representative of PENNONI ASSOCIATES, INC. located at 117 East Piccadilly Street, Winchester, Virginia 22601, and that neither I, nor the above firm I here represent, has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement,
- b. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- c. Paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if applicable): GeoConcepts Engineering, Inc. and Williamsburg Environmental Group, Inc., subconsultants, to perform the portion of the work described in Paragraph 2. Description and Limits of Project, on pages 3 and 4 above.

Signature

Title

Date

CERTIFICATION OF THE EDA
PENNONI ASSOCIATES, INC.

I hereby certify that I am a duly authorized representative of the EDA, and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as here expressly stated (if applicable):

GeoConcepts Engineering, Inc. and Williamsburg Environmental Group, Inc., subconsultants, to perform the portion of the work described in Paragraph 2, Description and Limits of Project, on pages 3 and 4 above.

Signature

Title

Date

ATTACHMENT A

GENERAL TERMS AND CONDITIONS



ATTACHMENT A – GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Consultant. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the EDA and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the Consultant shall immediately report the same to the EDA in writing.

2. **VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION:** The Consultant, its agents, employees, assigns or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended. During the performance of this Agreement, the Consultant agrees as follows:

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

The Consultant will include the provisions of the foregoing paragraphs "a", "b" and "c" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

3. **NON-DISCRIMINATION PROVISION:** The Consultant agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any

applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The Consultant shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the EDA shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
- b. cancellation, termination or suspension of this Agreement, in whole or in part.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (herein referred to as "the Consultant"), agrees as follows:

- a. Compliance with Regulations: The Consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: The Consultant, with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services cover a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subconsultants: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement.
- d. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. Consultants and subconsultants with 15 or more employees will submit an updated Title VI Evaluation Report (EEO-D2) annually as long as the consultant or subconsultant is performing in accordance with this Agreement.

- e. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - 1) withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - 2) cancellation, termination or suspension of this Agreement, in whole or in part.
- f. Incorporation of Provisions: The Consultant will include the provisions of paragraphs "a" through "f" in every subcontract of \$10,000 or more, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as the EDA or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the EDA to enter into such litigation to protect the interests of the EDA and, in addition, the Consultant may request VDOT and the United States to enter into such litigation to protect the interests of the Commonwealth and United States.

5. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Agreement, the Consultant certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Consultant further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the

basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

6. SMALL, WOMAN AND MINORITY BUSINESS: In accordance with the Governor's Executive Order No. 33, the VDOT requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts. The Consultant shall take all necessary and reasonable steps in accordance with Executive Order No. 33, to ensure that SWaM firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Further, the Consultant agrees to provide the EDA with the dollar amount contracted and name of each subcontractor which identifies itself as a SWaM

VDOT is also required to capture SWaM payment information on all professional services contracts. Therefore, the prime consultant will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.

In the event of the Consultant's noncompliance with the SWaM participation for the services indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, the EDA shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

7. TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the Consultant agrees to ensure that all citizens have equally effective communication. The Consultant agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Consultant will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Agreement, the Consultant certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9. OCCUPATIONAL SAFETY AND HEALTH STANDARDS: The Consultant shall not require any individual employed in the performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health

Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.

In addition, the Consultant shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the Consultant by any person shall be immediately abated.

10. CERTIFICATION REGARDING DEBARMENT: By the execution of this Agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; and have not been convicted of any violations of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

11. LEGAL JURISDICTION: This Agreement shall be construed and shall be governed in accordance with the Constitution and the laws of the Commonwealth of Virginia.

12. SEVERABILITY: The declaration by any court, or other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless said provisions are mutually dependent.

13. FINAL ACCEPTANCE AND FINAL PAYMENT: All services performed under this Agreement shall be performed in accordance with the current standards, policies, and procedures of the EDA and the Virginia Department of Transportation, and in the case of projects using federal funds, the Federal Highway Administration (FHWA). All

services shall be subject to the approval of the EDA through its designated representatives.

Upon receipt of a written notice from the Consultant of completion of the services, the EDA will make a review to determine if all services specified in the Agreement have been satisfactorily completed. If all services have been satisfactorily completed, the EDA will make final acceptance. The Consultant will be notified of final acceptance in writing.

If the review discloses that any services, in whole or in part, are incomplete or unacceptable, the Consultant shall immediately correct the deficiency. Upon completion or correction of the services, another review will be made that will constitute the final review. In such event, providing the services are complete and acceptable, the EDA will make the final acceptance and the Consultant will be notified of final acceptance in writing.

When final acceptance has been duly made by the EDA, the Consultant shall submit a final estimate voucher. Except as provided for in Section 17, any disputes or claims between the Consultant and the EDA or between the Consultant and any subconsultant shall have been resolved prior to the final estimate being submitted. Upon review and approval of the final estimate voucher by the EDA, the Consultant will be paid the entire sum due after previous payments are deducted and other amounts are retained or deducted under the provisions of the Agreement. Final payment will become due and the final estimate paid within sixty (60) calendar days after approval of the final estimate voucher. The EDA will notify the Consultant in writing when the final payment is made. Payments shall be subject to correction at the time of the final audit.

14. CLAIMS FOR ADDITIONAL TIME OR COMPENSATION: Claims for services not clearly authorized by this Agreement, or not ordered by the EDA by prior written authorization, shall not be paid, nor shall any additional time be granted to complete the services. The Consultant shall notify the EDA in writing, and wait for written approval, before it begins providing services not previously authorized. If such notification and approval is not given or the claim is not properly documented, the Consultant shall not be paid the extra compensation, nor be granted any additional time. Proper documentation alone shall not prove the validity of the claim. If the claim is found to be valid, it shall be allowed and paid for in accordance with the terms of a supplemental agreement.

15. AGREEMENT MODIFICATION: The EDA may, at any time, by written order, make any changes in this Agreement which either increase or decrease the services hereunder. If such change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable increase or decrease in consideration may be made and this Agreement shall be modified in writing by a Supplemental Agreement between the EDA and the Consultant. The Supplemental Agreement shall set forth the proposed changes in services, extension of time for completion and adjustment of the compensation, including net fee, to be paid the Consultant, if any. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in this Agreement, but nothing in this section shall excuse the Consultant from promptly and diligently proceeding with the

prosecution of the services so changed.

16. DELAYS: If the services provided for under this Agreement should be delayed due to factors or conditions beyond the control of the Consultant and through no fault or negligence on its part, the Consultant may apply in writing for an extension of time and/or an adjustment in compensation. This request shall be accompanied by substantiating data to justify any extension of time and/or adjustment in compensation. If, in the opinion of the EDA, a delay due to factors and conditions beyond the Consultant's control is justified, the Consultant may be granted an extension of time and/or adjustment in compensation.

17. DISPUTES: Any contractual claim in connection with the services provided, whether for money or other relief, not disposed of by mutual agreement shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such a claim shall have been given at the time of the occurrence or beginning of the services upon which the claim is based. Submission of a notice of claim as specified shall be mandatory. Failure to submit such a notice shall be a conclusive waiver of such claim by the Consultant. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

At the time of occurrence or prior to providing the services, the Consultant shall furnish the EDA an itemized fee proposal for which additional compensation will be claimed. The Consultant shall keep a separate record of actual cost for the services. Failure on the part of the Consultant to afford the EDA proper records of actual costs will constitute a waiver of a claim for such extra compensation except to the extent that it is substantiated by the EDA's records. The filing of such notice by the Consultant and the keeping of cost records by the Consultant shall in no way establish the validity of a claim. The data furnished by the Consultant shall be subject to a complete audit by the EDA or its authorized representative if they are to be used as a basis for claim settlement.

Upon completion of the Agreement, the Consultant may, within sixty (60) days from the date of final payment, submit to the EDA a written claim for the amount he deems he is entitled to under the Agreement. The final payment date shall be that date set forth in a letter from the EDA to the Consultant at the time the final estimate is submitted to the EDA for vouchering. The claim shall set forth the facts upon which the claim is based. The Consultant shall include all pertinent data and correspondence that may substantiate the claim. Within ninety (90) days from receipt of the claim, the EDA will make an investigation and notify the Consultant of its decision.

If the consultant is dissatisfied with the decision, he shall notify the EDA's Chief Administrative Officer in writing within thirty (30) days from receipt of the EDA's decision that he desires to appear before him, whether in person or through counsel, and present

additional facts and arguments in support of his claim. The EDA's Chief Administrative Officer will schedule and meet with the Consultant within thirty (30) days after receiving the request. Within forty-five (45) days from the date of the meeting, the EDA's Chief Administrative Officer will investigate the claim, including the additional facts presented, and notify the Consultant in writing of his decision. If the EDA's Chief Administrative Officer deems that all or any portion of a claim is valid, she shall have the authority to negotiate a settlement with the Consultant. If dissatisfied with the decision, the Consultant shall be entitled to institute judicial review if such action is brought within six months of receipt of the EDA Chief Administrative Officer's written decision. Any civil action by the Consultant shall be subject to the provisions of Section 2.2-4363 (D) of the Code of Virginia (1950), as amended.

Upon completion of the final audit, the Consultant may, within sixty (60) days from the date of receipt of the final audit letter from the EDA, submit to the EDA a written claim for the amounts he disputes in the final audit. The dispute resolution process will be the same as outlined above for claims.

Any monies that become payable as the result of claim settlement after payment of the final estimate or final audit dispute resolution will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement.

18. **CONFLICTS OF INTEREST:** No member or delegate to the Congress of the United States shall be entitled to any share or part of this Agreement or to any benefit arising there from. The Consultant shall not engage the services of any person employed by the EDA, the Town of Front Royal or the County of Warren on any services covered by this Agreement without written permission of the EDA. Written permission will not be granted for any employee having official responsibility, as that term is defined in Section 2.2-4368 of the Code of Virginia, who dealt in an official capacity with the Consultant concerning procurement during his employment or for a period of one year from cessation of employment by the EDA, the Town of Front Royal or the County of Warren unless the employee or former employee provides written notification to the EDA and receives written permission prior to commencement of employment by the Consultant. Any violation of these provisions by the Consultant shall be a basis for immediate termination of this agreement for cause.

19. **COVENANT AGAINST CONTINGENCY FEES:** The Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, the EDA shall have the right to void this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage

fee, gift, or contingent fee.

20. **INSURANCE:** The Consultant shall furnish the EDA a certificate evidencing comprehensive commercial general liability insurance in an amount acceptable to the EDA and as described in Attachment B, Section 6 prior to beginning any work on the project, and agrees to maintain this amount throughout the life of this Agreement.

The Consultant shall provide the EDA with a certificate evidencing professional liability insurance in an amount acceptable to the EDA and agrees to maintain this amount through the life of this Agreement.

The Consultant shall provide the EDA with a certificate evidencing worker's compensation insurance as required by law by an insurer authorized to transact the business of worker's compensation insurance in this Commonwealth or in compliance with Section 65.2-801 of the Code of Virginia (1950), as amended, and agrees to maintain this amount through the life of this Agreement.

In the event of a non-renewal or cancellation of such required insurance coverage, thirty (30) days written notice must be given to the EDA prior to such non-renewal or cancellation. Certificates evidencing insurance shall be submitted annually to the EDA.

All policies of insurance shall name the EDA, the Town and the County as additional insureds.

21. **PROGRESS SCHEDULE AND REPORTS:** The Consultant shall furnish the EDA a schedule of progress which it proposes to follow throughout the term of this Agreement. No services shall commence until such schedule has been approved in writing by the EDA. The schedule shall indicate starting and completion times of each significant task for each major element of this Agreement, and shall have the capability of indicating the proposed percentage of completion at any point for each element, if so required by the EDA.

The Consultant shall submit a monthly progress report in a format acceptable to the EDA.

22. **PLANS AND REPORTS:** Plans and reports shall be completed and delivered to the EDA according to the progress schedule or as otherwise directed, in a format acceptable to the EDA.

23. **CORRECTION OF ERRORS:** The Consultant shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse

the EDA for any costs incurred. Acceptance of the plans or reports by the EDA shall not relieve the Consultant of the responsibility of subsequent correction of errors.

Costs incurred by the Consultant in correcting errors in the plans or reports and reimbursing the EDA for costs incurred by the EDA as a result of such error shall be maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit by the Department. Such costs shall not be billed to the EDA as a direct charge or an overhead item.

24. **LIABILITY, INDEMNIFICATION, STANDARD OF PERFORMANCE:** The Consultant shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Consultant shall indemnify, defend and hold harmless the EDA, its officers, agents and employees from and against any and all damages, claims, suits, judgments, expenses, actions and costs of every name and description caused by any negligent act or omission in the performance by the Consultant, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

The Consultant shall also be liable for all damages, costs and additional expense incurred by the Department, including but not limited to damages, costs and expenses resulting from claims brought against the EDA by the construction contractor(s), caused by the failure of the Consultant to perform the services with the same degree and standard of care and skill normally expected of and provided by consultants in the performance of the same or similar services.

Acceptance of the services by the EDA shall not waive any of the rights of the EDA contained in this section nor release or absolve the Consultant from any liability, responsibility or duty contained herein.

25. **TERMINATION:** This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing and signed by the parties.
- b. By the EDA without cause, in whole or in part, at any time, with fifteen (15) days advance notice in writing, by the end of which period the Consultant shall have discontinued all services and shall have delivered to the EDA all reports, records, drawings, field notes, plans and other data completed or partially completed, which shall become and remain the sole property of the EDA. The EDA reserves the right to terminate this Agreement without the fifteen (15) days advance notice in the event the Consultant avails itself of the Federal or State Bankruptcy Laws or merges with or spins off from an entity. The EDA's decision is not subject to review.
- c. By the EDA without advance written notice, due to the failure of the Consultant to

perform the services or fulfill its obligation(s) under this Agreement, in which case the EDA may take over the services and prosecute the same to completion by further agreement or otherwise, and the Consultant shall be liable to the EDA for any excess cost occasioned to the Department thereby.

- d. By failure of the EDA to allocate, sufficient funds to continue the services, in which event the Agreement will terminate upon depletion of the then currently appropriated or allocated funds.

26. **ASSIGNMENT AND SUBCONTRACTING:** This Agreement, being intended to secure the personal services of the individuals constituting the firm which is a party to this Agreement and referred to collectively as "the Consultant," shall not be assigned, subcontracted or transferred without consent of the EDA in writing. This Agreement shall inure to the benefit of and shall be binding upon the personal representatives and legal successors of the respective parties hereto. Nothing contained in this Agreement is intended or shall be construed to inure to the benefit of any person or entity other than the parties hereto and their legal successors.

The Consultant shall not subcontract or assign all or any part of the services provided under this Agreement, except as expressly stated in this Agreement, without the prior written approval of the EDA. Such consent to subcontract, assign or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement. The Consultant is fully responsible for the satisfactory completion of all subcontracted services. Subcontracts shall include all provisions of this Agreement, except that retainage need not be withheld on subcontracts, and the Consultant shall be responsible for seeing that these provisions are complied with. No subcontracting by a subcontractor is allowed without prior written approval of the EDA.

27. **PAYMENT TO SUBCONTRACTORS:** In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4342 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the EDA, or shall notify the EDA and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.

In the event payment is not made as noted, the Consultant shall pay interest at the rate of one percent per month to the subcontractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.

The EDA does not require retainage to be withheld by the Consultant on any subcontracts. If the Consultant elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the subcontractors within the later of 60 days

after the final billing is received by the Consultant from the subcontractor or the satisfactory acceptance of the services by the Department. The EDA will notify the Consultant and the subcontractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid, the Consultant shall notify the Department and the subcontractor in writing as to the reasons for not making payment.

These same requirements shall be included in each subcontractor agreement and shall be applicable to each lower-tier subcontractor.

28. **CONSULTANT RELATIONSHIPS TO CONTRACTORS:** The Consultant shall serve only in a consulting and professional capacity and is not by this Agreement authorized to be, or represent itself to be the employee, agent or servant of the EDA. The function, duties and responsibilities of the Consultant with respect to any contractor employed by the EDA in connection with a project shall be consistent with the preceding sentence, and in no case shall the Consultant assume any of the obligations of the EDA to any contractor. The Consultant shall refer any questions from a contractor to the EDA.

29. **COMPLIANCE WITH LOBBYING RESTRICTIONS** (This section only applies to agreements using federal funds.): By signing this Agreement, the Consultant certifies that:

- a. Since promulgation of the federal requirements implementing Section 319 of PL 101-121, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Consultant shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

30. RECORDS: The Consultant and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Consultant's offices at all reasonable times and will be subject to audit and inspection by the EDA, VDOT or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Consultant and the subcontractor and for three years after written acceptance by the Consultant, for audit and inspection by the EDA, VDOT or any authorized representatives of the Federal Government. It shall be the Consultant's responsibility to notify the EDA, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Consultant's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Final payment for the subcontractor's phase of the services will be made after total costs are determined by the final audit of the subcontractor.

31. INTELLECTUAL PROPERTY RIGHTS: All rights in intellectual property developed or created pursuant to this Agreement shall be the sole property of the EDA. "Intellectual property" includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S. Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the EDA. Neither party intends any copyrightable material created pursuant to this Agreement, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If the whole or any part of any such copyrightable material cannot be deemed work made for hire or is deemed a joint work, the Consultant agrees to assign, and does hereby irrevocably assign, its entire copyright interest therein to the EDA and shall execute and deliver such further documents as the EDA may reasonably request for the purpose of acknowledging or implementing such assignment.

The Consultant warrants that no individual, other than regular employees of the Consultant or the EDA working within the scope of their employment, shall participate in the creation of any intellectual property pursuant to this Agreement unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the EDA.

The EDA shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Agreement. The Consultant shall not patent any invention conceived in the course of performing this Agreement.

The Consultant hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the EDA, the remedies of the Consultant shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this Agreement by the EDA shall have the effect of rescinding the provisions of this section.

32. OWNERSHIP OF DOCUMENTS: All documents, in electronic and/or hard copy format, which for purposes of this Agreement is defined to include but not be limited to, reports, plans, subject data ("subject data" is defined as all information, whether or not copyrighted, that is compiled or delivered or specified to be compiled or delivered under this Agreement), drawings, studies, specifications, memoranda, estimates and computations secured by and for the Consultant in the prosecution of this Agreement, shall become and remain the property of the EDA upon termination or completion of the work. The EDA shall have the right to use such documents for any public purpose without compensation to the Consultant, other than as hereinafter provided. If the EDA uses the documents for a purpose other than for which this Agreement has been executed, such use shall be at the risk of the EDA.

Except for its own internal use, the Consultant shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the Consultant authorize others to do so without the written consent of the EDA.

The EDA reserves the right to publish initially all documents. The Consultant shall not release or publish any documents without the prior written approval of the EDA. Neither the Consultant, nor any subcontractor or any agents, employees or subcontractors thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material relating to this project, either during or after the term of this Agreement, without specific prior written approval of the EDA. Any releases to the news media must be approved by and released through the EDA.

The terms of this section shall be expressly included in any third-party agreement entered into by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

33. PUBLICATION PROVISIONS: No documents produced as part of this Agreement, and in whole or part with public funds, shall be copyrighted by the Consultant. When the project uses federal funds, any final report shall contain the following:

- a. An acknowledgment, "Prepared in cooperation with the EDA, U.S Department of Transportation, Federal Highway Administration and the Virginia Department of Transportation"
- b. A disclaimer, "The contents of this report reflect the view of the Consultant who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the EDA, Federal Highway Administration or the Virginia Department of Transportation. This report does not constitute a standard, specification or regulation."
- c. A statement, if published by either the EDA or the Consultant, giving credit to all participating agencies.

The terms of this section, shall be expressly included in any third-party agreement entered into by the Consultant or by any subcontractor, agents, employees or subcontractors thereof.

34. **STAFFING BY CONSULTANT:** The control and supervision of all phases of the services provided by the Consultant shall be under the direction of a project manager who has had not less than five (5) years experience in managing the type of services herein described and who shall be assigned to manage the services provided under this Agreement until all services have been completed or until the EDA agrees in writing that the project manager may be replaced or removed.

Furthermore, other individuals identified as Key Personnel in the Expression of Interest (EOI) shall remain on the Consultant's Team for the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the EDA's Project Manager, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant's Team at any time during the contract may result in termination of services.

If the services covered by this Agreement include the practice of architecture, professional engineering, land surveying or certified landscape architecture, the Consultant or subcontractor shall have in responsible charge at each place of business a full-time resident Virginia licensed architect, professional engineer, land surveyor or certified landscape architect exercising supervision and control of the services of each profession being practiced.

A competent staff, adequate in number and experience to perform the described services in the prescribed time, shall be assigned at all times. The name, title and experience record of each key staff member subsequently assigned shall be reported as such assignments are made.

If the services covered by this Agreement includes the application of guardrails and

guardrail terminal treatments, a staff member that has satisfactorily completed training approved by the EDA in the application of these devices, shall be assigned to perform the described services. Approved training course shall be completed prior to the initiation of the described services with the training being renewed every three (3) years. Approved training courses include, but are not limited to: Guardrail Installer Training (GRIT) for Designers offered by VDOT; AASHTO Roadside Design Guide conducted by the Federal Highway Administration; or Design, Construction and Maintenance of Highway Safety Appurtenances and Features conducted by the Federal Highway Administration.

35. **CONFERENCES:** The EDA shall hold an initial conference at a place and time selected by the EDA, for the purpose of reviewing the Consultant's schedules, procedures, methods and the clarification of any ambiguities that may then exist. A principal of the Consultant and the Consultant's project manager shall attend the conference.

Progress conferences will be held periodically. The Consultant will prepare and present written information and studies to the EDA so it may evaluate the features and progress of the services being provided. Either party may request a conference be held at the office of the requesting party or at a place designated by the EDA. Conferences may also be held to inspect the Consultant's services to date at the request of the EDA.

36. **LIAISON WITH CONSULTANT:** The EDA may assign and maintain one or more representatives on this Agreement at no cost to the Consultant. These representatives shall work in close cooperation with the Consultant to ensure a thorough understanding of all methods and procedures employed by the Consultant. The Consultant shall make such records, procedures and methods related to this Agreement available to these representatives as may be requested.

The EDA reserves the right to make such reviews from time to time as it may deem necessary or desirable and to maintain proper liaison.

37. **COORDINATION:** The Consultant shall coordinate all plan development with the EDA and VDOT to ensure compatibility with programmed and planned road improvement projects in the Agreement area.

38. **TESTIMONY:** In the event that the testimony of the Consultant is required in any legal proceeding in connection with claims brought against or prosecuted by the EDA, the Consultant agrees to appear as a witness on behalf of the EDA. Payment for appearance will be based on the approved current hourly salary rate and daily per diem rate for each eight-hour day's preparation for, or attendance in, court and one-fourth of

this sum for each two hours or fraction thereof.

39. NOTICE TO PROCEED: Work to be performed by the Consultant under this Agreement shall begin within five (5) days after receipt of official notice from the EDA to proceed. Written notice to proceed will be given by the EDA prior to any work being done on any element of this Agreement. The EDA will not be responsible for payment for services performed in advance of such notice.

40. CONTINGENCY: On Agreements containing a contingency, the contingency shall not be used without written permission of the EDA. The additional services provided under the contingency shall not begin until an agreement has been reached with the EDA on the man-hours and costs required to perform the services. If services are provided under the contingency prior to an agreement being reached with the EDA regarding man-hours and costs, only those man-hours and costs determined to be necessary and reasonable by the EDA will be reimbursed.

41. DRUG-FREE WORKPLACE: During the performance of this contract, the Consultant agrees to:

- a. Provide a drug-free workplace for the consultant's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the consultant that the consultant maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS



ATTACHMENT B – SPECIAL TERMS AND CONDITIONS

SECTION 1

DESCRIPTION OF PROJECT AND PROFESSIONAL RESPONSIBILITIES

1.1 The term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents (PLAN).

A. PROJECT NAME:

Leach Run Parkway – Phase I

B. PROJECT DESIGN LIMITS:

North from John Marshall Highway (State Route 55) to Happy Creek Road (State Route 624) along general alignment previously developed.

C. PROPOSED IMPROVEMENTS:

Construction of a four lane, divided, limited access highway, with a design speed of 50 mph, approximately two (2) miles in length, between Happy Creek Road and John Marshall Highway in the Town of Front Royal, with associated stormwater management improvements along and in accord with the PLAN. Project also to include design of waterline along the roadway alignment to be constructed as part of Project, and designations of easements for future electrical and other utility services, to be constructed by Town of Front Royal and/or other utilities. The Parkway shall also include bicycle lanes and sidewalks or trails, and landscaping/buffering to minimize impact on adjoining residences.

D. STORMWATER MANAGEMENT:

The evaluation of the stormwater management methods to meet VDOT and Town stormwater development requirements shall be included under the Basic Services for the Preliminary Design and Topographic Phase.

1.2 CONSULTING RESPONSIBILITIES

The CONSULTANT shall be accountable in accordance with generally acceptable professional and industry standards for all its work including:

A. Development, checking, and review of the PLAN, and completion of all submittals.

B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the EDA will not relieve the CONSULTANT of the responsibility for subsequent correction of

any errors and the clarification of any ambiguities.

- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the PARTNERSHIP. Primary liaison with the EDA will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall certify all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer licensed and in good standing in the State of Virginia and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Virginia licensed engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, acceptable to the EDA, whose acceptance shall not unreasonably be withheld, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames shall also be prepared. These schedules must be submitted for EDA approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the EDA'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the EDA any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond promptly and timely, in writing, to all review comments made by the EDA, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

1.3 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

1.4 QUALITY CONTROL

The CONSULTANT shall conduct quality assurance reviews to evaluate the adequacy of engineering decisions, materials, documentation, processes, procedures, guidance, and staffing included in the execution of this contract.

- A. Schedule -- The CONSULTANT shall allow sufficient time to complete the Quality Control procedure for each milestone submittal when preparing the PROJECT design schedule.
- B. Quality Assurance Certification -- CONSULTANT shall certify that each submittal, plans, reports, and all other documents relevant to the project prepared by or on behalf of

CONSULTANT have been prepared and checked in accordance with good engineering practices and represent quality products.

- C. CONSULTANT shall maintain adequate records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this contract.
- D. Options for quality assurance and quality control shall include suggestions for value engineering.

SECTION 2

SERVICES TO BE FURNISHED BY THE CONSULTANT

2.1 SERVICES

- A. The CONSULTANT shall furnish all services, equipment, and manpower necessary for the PROJECT in accordance with this Agreement.
- B. Design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Storm sewer calculations, if required, shall be in conformance with the Town of Front Royal's standards. Design notes and computations shall be bound in suitable booklet form, and the booklet shall be properly indexed as to content as identified in Section 3. All documents shall receive Quality Control Checks and Reviews as outlined in Section 1.
- C. The CONSULTANT shall provide a 3-dimensional model file of the proposed design in AutoCAD, Version 2010, complete with all objects depicted according to software requirements.

2.2 PRELIMINARY DESIGN AND TOPOGRAPHIC SURVEY PHASE

A. DESIGN REQUIREMENTS

- B. The CONSULTANT shall review the existing design of the PROJECT to evaluate the original design versus current design criteria. The review shall also evaluate the original Right-of-Way requirements versus the current project needs for the road, stormwater, drainage, pedestrian, and utility facilities. The review shall also develop alternative design option and recommendations to include probable construction cost estimates, maintenance, and Right-of-Way needs.
- C. Upon completion of review of the current design, CONSULTANT shall prepare an updated Preliminary Design, based on current Town of Front Royal standards, and deliver the updated Preliminary Design to the EDA.

The following design features shall be incorporated into the updated Preliminary Design:

- 1. Typical Section
 - a. Bicycle/Pedestrian accommodations
 - b. Curb types

- c. Design speed(s)
- d. Roadway elevations
- e. Lane width
- f. Maintenance of Traffic (MOT) compatibility
- g. Median width
- h. Pavement structure
- i. Right-of-Way width(s)
- j. Utility locations (existing and proposed)
- k. Surface drainage and storm water management features
- l. Pond design (if any)
- m. Groundwater Control/Underdrain requirements
- n. Storm Sewer locations
- o. Other special considerations specific to the PROJECT (for compatibility with railroad, overpasses, etc.)

2. Drainage

Design Criteria:

Criteria D1 – Virginia Department of Transportation Roads Manual (Current Edition)

Criteria D2 – Virginia Department of Transportation Roads and Bridges Manual (Current Edition)

Criteria D3 – Virginia Department of Transportation Drainage Manual (Current Edition).

Criteria D4 – Virginia Department of Conservation and Recreation manual (Current Edition)

Criteria D5 – Town of Front Royal design standards, as posted on Town's website

NOTE – WHERE THERE IS ANY DISCREPANCY IN STANDARDS, THE TOWN'S DESIGNS STANDARDS SHALL BE CONTROLLING

Drainage concepts shall be developed and the following shall be evaluated:

- a. Drainage areas
- b. Drainage maps shall be developed on current aerial photographs
- c. Maintenance of Traffic
- d. Open ditch versus piped outfall(s) and/or roadway drainage system(s)
- e. Outfall condition, need and limits for improvements, maintenance
- f. Pond locations and/or Mitigation sites
- g. Erosion Control Plan
- h. Maintenance simplicity

3. Alignment

Alignments both vertical and horizontal shall be developed and the following issues shall be evaluated:

- a. Environmental impacts
- b. Maintenance of Traffic
- c. Right-of-Way impacts
- d. Utility impacts

- e. Preliminary earthwork calculations
- 4. Traffic Operations
 - a. Maintenance of Traffic (MOT) impacts
 - b. Signing and pavement marking
 - c. Speed limit
 - d. Street lighting
 - e. Preliminary signal design
- 5. Maintenance Issues
 - a. Access to storm sewer
 - b. Access to ponds, ditches, and mitigation sites
 - c. Erosion protection
 - d. Mowing, roadside and pond sites
 - e. Landscaping and clear-zone maintenance
 - f. Noise abatement or attenuation study
- 6. Permitting and Environmental Assessment
 - a. Identify jurisdictional limits
 - b. Identify jurisdictions/agency
 - c. Storm water quality treatment and attenuation requirements
 - d. Tree evaluation
 - e. Wetland mitigation requirements
 - f. Other permit requirements
- 7. Soils/Geotechnical Investigation and Analysis
 - a. Commonwealth of Virginia - Geology of the Front Royal Quadrangle, Virginia
 - b. Soil samples and/or borings as required to make design recommendations with horizontal and vertical locations
- 8. Landscaping
 - a. Identify potential areas for landscaping
 - b. Preliminary landscape design
- 9. Cost Estimates for Alternatives
 - a. Right-of-Way
 - b. Construction
 - c. Operation and Maintenance
 - d. Other

D. The following design features shall be prepared:

- 1. Drainage map with identifying streets and waterways, existing and/or proposed (including any modifications to existing) drainage structures, existing flow patterns, proposed drainage patterns (drainage areas), and floodplain data.

2. Horizontal and vertical alignment and pavement geometry.
3. Cross-sections, (spacing every one hundred feet (100'), plus cross-sections at driveways and intersections, lateral ditches, and locations of potential concern (such as possible conflicts with existing utilities).
4. The Preliminary Design plans shall contain the following:
 - a. Cover sheet with location map
 - b. Drainage map (aerial based), preliminary drainage collection system
 - c. Horizontal alignment control sheet
 - d. Typical section(s) and details, proposed improvement
 - e. Plan and profile sheets w/benchmarks
 - f. Cross-sections (representative)
 - g. Erosion protection/turbidity control plan
 - h. Haul routes, if needed
 - i. Conceptual striping plan
 - j. Soil borings (location and data)
 - k. Spoil site(s), if required
 - l. Stockpile site location(s), if required
 - m. Utility information showing existing utility locations (subsurface utility located)
 - n. Conceptual maintenance of traffic plans – draft with narrative
 - o. Topographic survey
 - p. Aerial photography
 - q. Pond and mitigation area(s), existing and proposed contour lines
5. Land requirements highlighted on map of existing right-of-way survey.

E. PRESENTATION/MEETINGS

The CONSULTANT shall be required to:

1. Participate in regularly scheduled Status Meetings.
2. Subsequent to the Preliminary Design submittal, conduct a field inspection with EDA staff for the purpose of comparing proposed PROJECT impacts to existing features.
3. Participate in meetings with the Permit/Approval agencies as required, along with a representative from the EDA.
4. Make one (1) presentation on Preliminary Design to the EDA Board, with representatives of Town Council, and County Board of Supervisors, at an EDA meeting
5. Conduct one (1) Public Information Meeting.
6. Conduct Utilities Coordination meetings.
7. Participate in follow-up meeting with the EDA to address public comments and concerns.

F. DELIVERABLES

1. Ten (10) sets of 11"x17" prints for review purposes.
2. Five (5) sets of 22"x36" prints for review purposes.
3. Five (5) copies of Geotechnical Reports
4. Right-of-way base maps marked to indicate preliminary land requirements.
5. Five (5) copies of the PROJECT Design and Computations Booklet.
6. Updated project schedule.
7. Quality Control Checking and Review documents.

8. Digital (pdf) copies of plans, computations booklet, and quality control documentation

G. ACCEPTANCE BY THE EDA

The CONSULTANT shall receive written acceptance of the Preliminary Design and Topographic Survey Phase from the EDA prior to proceeding to Final Design and Permitting Phase.

2.3 FINAL DESIGN AND PERMITTING PHASE

A. DESIGN REQUIREMENTS

The Final Design and Permitting Phase shall further develop and refine the PROJECT following the EDA'S response to the Preliminary Design Phase.

The Final Design plan set shall be prepared to include:

1. Cover Sheet.
2. Drainage map.
3. Detailed location of horizontal and vertical geometric control sheet.
4. Soil borings (location and data).
5. Topographic survey.
6. Summary of quantities sheets.
7. Typical sections(s).
8. Miscellaneous construction details.
9. General notes.
10. Plan and profile sheets.
11. Drainage structures cross-sections and details.
12. Intersection details (including proposed tag grades).
13. Cross-sections (including earthwork takeoff and summary).
14. Mitigation area(s), grading, if required.
15. Mitigation area(s), cross-sections, if required.
16. Signing and pavement marking plans.
17. Signalization plans.
18. Utility relocation/adjustment/information plans.
19. Maintenance of Traffic (MOT) plan.
20. Erosion & sedimentation control plans and Stormwater pollution prevention plan.
21. Roadway lighting plans .
22. Utility work construction plans and specifications.
23. Environmental planting and landscaping plans.

B. PERMITTING/APPROVALS

1. It is intended that the CONSULTANT will provide a design, which will be permitted by various agencies and will be in the best interest of The EDA. The CONSULTANT shall make adjustments and revisions, as necessary to obtain all required permits and approvals.
2. Specific Requirements
The CONSULTANT shall:

- a. Prepare permit applications, data and drawings required for construction of the PROJECT, for submittal by the EDA, to local, state and federal agencies and utility companies.
- b. Modifications to the permit drawings, as needed, shall be incorporated by the CONSULTANT.
- c. The CONSULTANT shall prepare a written response, for EDA review, for all requests for additional information by the permit agency within ten (10) days of receipt of notice. The EDA will review the response and provide comments within five (5) business days. The CONSULTANT shall provide the revised final response package to the EDA within five (5) business days for review.
- d. The CONSULTANT shall prepare reproducible drawings specifically for permit applications. The drawings shall clearly depict the information required for permit approval as described in the permit agency's guidelines for preparation of the application.
- e. The CONSULTANT shall, at no additional cost to the EDA, make all construction plan revisions required to obtain the necessary permits for construction of the PROJECT.
- f. For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with the EDA and all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data, surveys and information as may be necessary to secure approval of the required permits.

C. PRESENTATION/MEETINGS

The CONSULTANT shall be required to:

1. Participate in regularly scheduled Status meetings.
2. Coordinate and conduct Utility Coordination meetings, as needed.
3. Participate in a Right-of-Way Coordination meeting subsequent to receipt of the Final Design and Permitting submittal and prior to approval of this phase. The meeting shall be held to coordinate and resolve the land acquisition concerns of the EDA. The meeting will determine necessity and scope of the acquisitions. The proposed right-of-way/easement requirements shall be submitted to the EDA at the meeting.
4. Participate in meetings required with the Permit/Approval agencies as required, along with a representative from the EDA.
5. Conduct one (1) presentation to the EDA Board, with representatives of the Town Council, and County Board of Supervisors, at an EDA meeting.
6. Conduct one (1) presentation to the Department of Transportation (if required).
7. Conduct one (1) Public Information Meeting.
8. Participate in a follow-up meeting with the EDA to address the public comments and concerns (if required).

D. DELIVERABLES

1. Ten (10) sets of 11"x17" prints for review purposes, reflecting comments from Preliminary Design.
2. Five (5) copies of 22"x36" prints for review purposes, reflecting comments from the Preliminary Design
3. Five (5) copies of the PROJECT Design and Computations Booklet.
4. Right-of-way maps marked to indicate final land requirements.
5. Documentation that utility owners have been contacted and information essential to the design of their relocations, adjustments or additions have been received, evaluated and

integrated into the PROJECT design. Written documentation that all potential utility conflicts have been investigated satisfactorily and resolved.

6. Draft copies of technical specifications based on the VDOT Specifications. Any special provisions or technical specifications prepared by the CONSULTANT shall be submitted to the EDA in Word digital format.
7. Necessary permits shall be received by the EDA prior to acceptance of the Final Design Submittal.
8. Quality Control Checking and Review documents.
9. Topographic survey.
10. Resolution of final design review comments.
11. Confirm that plans are in agreement with all approved permits.
12. Digital (pdf) copies of all plans.
13. Digital drawing file copy, AutoCAD Release 2010, on CD-ROM.
14. Electronic copy of design files generated by Civil Engineering design programs.
15. A 3-dimensional model file of the proposed design in AutoCAD, Version 2010, complete with all objects depicted according to software requirements.
16. Hydraulic/hydrogeologic modeling programs.
17. Bid Item Quantities Take-Off Booklet.
18. Final estimate of construction costs.
19. Five (5) copies of PROJECT Design and Computations Booklet, signed and sealed.
20. Tabulation of all deliverables.
21. The CONSULTANT shall sign and seal five (5) sets of prints and two (2) sets of specifications in accordance with the Virginia Engineering Responsibility Rules.

F. PERFORMANCE SCHEDULE

1. This phase of work shall begin upon receipt of a Notice to Proceed from the EDA.
2. The PROJECT Construction Documents Phase shall be submitted to the EDA within _____ (____) calendar days from Notice to Proceed.

G. ACCEPTANCE BY THE EDA

The CONSULTANT shall receive written acceptance of the Construction Documents Phase from the EDA prior to proceeding to the Bidding Phase.

2.4 PREQUALIFICATION PHASE

A. REQUIRED SERVICES

1. The CONSULTANT shall prepare a request for prequalification of potential construction bidders, consistent with the terms of Section 2.2-4317 of the Code of Virginia and the EDA's adopted prequalification process.
2. The CONSULTANT shall assist the EDA, in consultation with the Town Council and the County Board of Supervisors, in the evaluation and selection of qualified potential contractors who shall be allowed to bid under the EDA's prequalification process.

2.5 BIDDING PHASE

A. REQUIRED SERVICES

1. The CONSULTANT shall prepare all construction plan or specification addenda. Any required addenda shall be signed, sealed and dated. The CONSULTANT shall administer the distribution of addenda material approved by the EDA.
2. The CONSULTANT shall coordinate with the EDA and distribute an Invitation For Bids to the prequalified potential bidders, and shall assist the EDA in evaluating bids received from the prequalified bidders.
3. The CONSULTANT shall prepare bid tabulations comparing contractor's bids, review bids, review and ensure that bids are responsive and are from responsible bidders, and provide written recommendation for award of the construction contract within ten (10) days of bid opening. Bid tabulations shall be prepared according to EDA format.

B. PRESENTATION/MEETINGS

1. The CONSULTANT shall participate in any Pre-Bid Meeting.

C. DELIVERABLES

1. Contract documents addenda, if any, with cover letter as required.
2. Bid tabulations in spread sheet format.
3. Written evaluation of bids.

D. PERFORMANCE SCHEDULE

1. This phase of work shall begin upon receipt of a Notice to Proceed from the EDA.
2. The PROJECT Bidding Documents submittal shall be submitted to the EDA within **Two Hundred Fifty-eight (258) calendar days** from Notice to Proceed.

E. ACCEPTANCE BY THE EDA

Bidding documents shall be deemed complete upon the EDA'S award of the construction contract.

2.6 CONSTRUCTION PHASE

The Construction Phase begins with the award of the construction contract for the PROJECT. During the Construction Phase the CONSULTANT shall perform the following services and/or activities:

A. REQUIRED SERVICES

1. The CONSULTANT shall prepare, sign and seal all certifications required by PROJECT permits.
2. The CONSULTANT shall provide five (5) full size and five (5) half size sets of plans and five (5) sets of construction specifications to the Contractor.

3. Prior to the pre-construction conference, if any, the CONSULTANT shall provide to the EDA written documentation of the critical points requiring CONSULTANT'S observation during construction and as-built survey by the Contractor to comply with the permit certification requirements.
4. The CONSULTANT shall furnish prompt consultation to the EDA regarding the interpretation of any and all parts of the PROJECT plans and specifications. Such consultation may require the CONSULTANT to visit the PROJECT construction site. For the purposes of this section, prompt shall mean within three (3) working days for issues that do not cause delay or constitute emergencies, and three (3) working days for issues that would otherwise cause delay or constitute emergencies as determined by the EDA's Project Representative.
5. The CONSULTANT shall ensure a response to the EDA within one (1) working day to any inquiries required so as not to cause delay to the construction contract.
6. The CONSULTANT shall review for compliance with design, and accept or reject all shop and/or fabrication drawings, which the Contractor is required by the CONSULTANT to submit. Reviews are to be provided promptly, within a maximum of ten (10) working days.
7. The CONSULTANT shall review and comment on Change Orders within three (3) working days for issues that do not cause delay or constitute emergencies, and one (1) working days for issues that would otherwise cause delay or constitute emergencies as determined by the EDA's Project Representative, when requested by the EDA.

B. PRESENTATION/MEETINGS

1. The CONSULTANT shall participate in any pre-construction conference.
2. The CONSULTANT shall participate in weekly Construction meetings to provide prompt resolution of construction issues.
3. The CONSULTANT shall participate in the Final Walk through with the EDA.
4. The CONSULTANT shall participate in the Post Construction Conference with the EDA.

SECTION 3

SERVICES RELATED TO ALL PHASES

3.1 PRESENTATIONS, MEETINGS AND TECHNICAL LIAISON

The following services shall be provided by the CONSULTANT at no additional cost to the PARTNERSHIP:

A. GENERAL MEETING REQUIREMENTS

1. All meetings shall be scheduled through the EDA.
2. The CONSULTANT shall prepare the necessary agenda for each meeting. Agenda shall be coordinated with, and submitted to the EDA at least five (5) working days prior to any

scheduled meeting.

3. The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all participants, including the EDA, within three (3) working days after the meeting.
4. The minutes shall reflect agenda items, action items, who is to provide follow-up, the original schedule, current schedule and how the delay, if any, will be addressed.

B. PRE-DESIGN MEETING

Prior to the commencement of design activities, the EDA will conduct with the CONSULTANT a Pre-Design Meeting for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal schedules and to convey to the CONSULTANT such items provided for under Section 5 as may be required and available at that time.

C. PUBLIC INFORMATION MEETING

Public Information Meetings are held to inform the public of the results of the design to date and obtain comments on the PROJECT.

The meeting will have a format allowing casual public review and comment over a period of three (3) hours (typically from 5 PM to 8 PM) at a public location to be provided by the EDA.

1. ADVERTISEMENTS/CORRESPONDENCE/HANDOUT MATERIAL

- a. All presentations (script and graphics), media release, legal and display advertisements, together with general (mass) property owner letters will be prepared, published and distributed by the CONSULTANT as reviewed and authorized by the EDA.
- b. Property Owner Letters: A letter announcing the meeting shall be written and sent, with prior approval from the EDA, by the CONSULTANT ten (10) days prior to the meeting to all property owners whose property lies in whole or in part within 300 feet of the centerline of the PROJECT, or as directed by the EDA.
- c. Advertisement: An advertisement of the Public Information Meeting with location map shall be prepared and published by the CONSULTANT in a newspaper of general circulation within Warren County to be published once per week for two successive weeks prior to the Public Information Meeting, giving the time, date, and place of the Public Information Meeting.
- d. News releases shall be prepared by the CONSULTANT and submitted to the EDA for approval prior to publication by the CONSULTANT.
- e. A memorandum with location map shall be prepared and sent to the EDA for the Local Access television channel.

- f. The CONSULTANT shall prepare displays or graphics for use during the meeting. These include typical sections, aerial photographs, renderings, charts, and graphs, as needed.
- g. The CONSULTANT shall prepare camera-ready graphics to be used with a formal presentation if this technique is used.
- h. The CONSULTANT shall order a Stenographer to be present ½ hour prior to the start of the meeting until the end of the meeting to obtain property owner's comments.

2. DEBRIEFING

- a. Input gathered at the meeting shall be documented in a summary memo prepared by the CONSULTANT and discussed at a Debriefing Meeting with the EDA Board of Directors.
- b. The identification of issues brought up at the Public Meeting is an integral part of the meeting debriefing process. The Debriefing Meeting shall be attended by all key staff members taking part in the Public Meeting process and talking with the public.
- c. Once issues have been identified from the meeting, their significance shall be determined; i.e., are the issues valid enough for further consideration or do they have elements which may require further considerations.
- d. Addressing the issues and responding to them is also an integral part of the meeting process. This task involves letter writing, the preparation of a follow-up newsletter, the placement of an advertisement, distribution of news releases, or any other appropriate technique. If responses are determined to be appropriate, the CONSULTANT shall prepare them for approval by the EDA prior to distribution and publication by the EDA.

3.2 UTILITY COORDINATION

The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design. The CONSULTANT shall confer with all utility owners to determine the utility owner's plan of action as a result of the PROJECT.

A. UTILITY ENGINEERING PLANS

- 1. During the Preliminary Design and Topographic Survey Phase, it shall be the responsibility of the CONSULTANT to identify all utilities involved with the PROJECT. The utility companies will verify and accept their facilities based on the subsurface utility survey and return them to the CONSULTANT. The CONSULTANT shall resolve any discrepancies with the information provided by the utility companies.
- 2. The CONSULTANT shall identify on the plan sheets any existing facilities that may be impacted by the PROJECT. Any current proposed utility improvements, as well as any facilities to be removed or placed out-of-service, should also be identified on the plan sheets.
- 3. For scheduling purposes, the CONSULTANT shall allow the utilities twenty-eight (28)

calendar days turn-around time to review and verify the plans and return them to the CONSULTANT.

4. The CONSULTANT shall conduct Utility Coordination meetings during the design phases. The CONSULTANT is responsible for contacting utility owners, and the notification and distribution of the notices. Notices will be printed on EDA letterhead, reviewed and signed by The EDA prior to mailing. The meeting time and place shall be coordinated with the EDA.
5. The CONSULTANT should allow a minimum of forty-five (45) calendar days turn-around and development time for the relocation and/or adjustment plan activities when preparing the submittal schedule for this PROJECT.
6. The CONSULTANT shall review the utility relocation plans prepared by others for conflicts between any proposed relocations. The CONSULTANT shall then coordinate with the utility owners to facilitate resolution of any conflicts with existing and/or proposed facilities.
7. The CONSULTANT shall show the location of any new or relocated/adjusted utility on a separate reproducible set of PROJECT plan and profile sheets. These drawings shall be referred to as "Utility Information Plans" and shall be included in the PROJECT documents for the contractor's information. The actual design for relocation of non-EDA owned utilities shall be by the utility owners. The EDA owned utilities adjustments relocations will be designed by the EDA or designed by the CONSULTANT as an amendment to this Agreement, if required.

3.3 PROJECT DESIGN NOTES AND COMPUTATIONS BOOKLET

- A. The CONSULTANT shall submit to the EDA design notes and computations to document the design methodology conclusions during the development of the PROJECT design and construction plans.
- B. The design notes and computations shall be recorded on one-sided 8½ inch by 11 inch computation sheets, fully titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be reduced to 8½ inch by 11 inch size. The data shall be bound, indexed and titled in a hardback, loose-leaf folder for submittal to the EDA.
- C. Five (5) copies of the design notes and computations shall be submitted to the EDA with each of the Phase review plans. When the plans are submitted for final review, the design notes and computations corrected for any comments shall be resubmitted. At the PROJECT completion, the final PROJECT design notes and computations booklet shall be properly endorsed by the CONSULTANT, and shall be organized, indexed and submitted with the record set of plans and tracings.
- D. The design notes and calculations shall include, but not be limited to, the following data as applicable:
 1. Design criteria used for the PROJECT.
 2. Geometric design calculations for horizontal alignment that are not included in the quantity computation booklet.

3. Vertical geometry calculations.
4. Traffic analyses.
5. Drainage computations
6. Roadway lighting calculations.
7. Earthwork calculations not included in the quantity computation booklet or on the plans.
8. Calculations showing cost comparisons of various alternatives considered.
9. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
10. Calculations of quantities.
11. Structural analysis and design calculations.
12. Right-of-way calculations.
13. Cost Estimates.

3.4 PREPARATION OF CONSTRUCTION PLANS

A. DRAWING SCALES

The following is a guide to drawing scales for the PROJECT construction plans:

1. Drainage Map Location Plan: (Scale 1" = 200').
2. Geometric Alignment: (Scale As Appropriate).
3. Typical Sections: (No Scale).
4. Stockpile or Spoil Site Location(s): (Scale 1" = 200').
5. Plan and Profiles: (Horizontal Scale 1" = 20') (Vertical Scale: As appropriate to clearly show information).
6. Mitigation Plans: (Scale 1" = 20').
7. Cross-Sections for 66' right-of-way or less: (Horizontal 1" = 5') (Vertical 1" = 5').
Cross-Sections for over 66' right-of-way: (Horizontal 1" = 10') (Vertical 1" = 5').
8. Drainage Structure(s): (Horizontal 1" = 5') (Vertical 1" = 5').

B. DRAINAGE MAPS

Drainage maps shall be developed on wide-area maps (aerials) encompassing an area sufficient to include all areas that drain to the roadway no matter how distant or remote, plus all areas draining to the outfall if the drainage outfall is included in the PROJECT. The drainage map shall show existing drainage patterns, visible structures and details, as well as the proposed drainage system to be constructed as part of the PROJECT. The drainage map shall include a centerline profile of the PROJECT showing existing elevations, proposed elevations, and proposed drainage systems. Normal water and design high water elevations shall be indicated on existing and proposed surface water holding facilities.

C. PLAN-PROFILE SHEETS

Construction plan-profile sheets shall include the following:

1. Plan-profile sheets prepared with aerial images.
2. Existing and proposed right-of-way lines and easement lines.
3. Property lines referenced from construction geometric alignment with station and offset to

existing and proposed right-of-way.

4. Topographical features and existing facilities shall be shown for a distance of thirty (30) feet beyond proposed right-of-way and/or easement lines sufficient to permit the evaluation of PROJECT impact on abutting land, features and facilities, including existing enhancement features such as fences, walls and ornaments, along with any encroachments into right-of-way.
5. All trees of species and size such as to warrant environmental assessment shall be accurately plotted and identified as to species and size.
6. Existing and proposed underground utilities, drainage structures, pipes and any other facilities.
7. Limits of any located unsuitable material within the existing or proposed right-of-way shall be labeled "Approximate Location of Unsuitable Material".
8. Limits of construction with stations/offsets from construction geometric alignment.
9. Proposed improvements.
10. Date of survey.

D. CROSS-SECTION SHEETS

Construction cross-section sheets shall show the following:

1. Existing and proposed underground utilities (Horizontal and Vertical locations).
2. Existing and proposed drainage pipes and other underground facilities.
3. Pertinent soils data.
4. The elevation of groundwater table at the time of survey.
5. Date of survey.
6. Limits of any unsuitable material within existing or proposed right-of-way and easement lines shall be labeled "Approximate Location of Unsuitable Material."
7. Existing terrain and structures for a distance of thirty (30) feet beyond proposed right-of-way and/or easement lines sufficient to permit the evaluation of embankment and back slopes, driveway grades and PROJECT impact on abutting land, features and facilities.
8. Elevations shall be shown for critical points (existing and proposed).
9. Earthwork quantities.
10. Cross-sections shall be depicted at 100-foot station intervals, driveways, side streets locations, lateral ditches, bridges and other locations having critical topographic features.
11. Existing and proposed right-of-way and easement lines.
12. Existing and proposed pavement structure.
13. Limits of construction.

E. DRAINAGE STRUCTURE CROSS-SECTIONS

Drainage structure cross-section sheets shall show the following:

1. Information as described under cross-section sheets.
2. Drainage structure notes for all structures and pipes shall reference station, offset and elevation with centerline of pipe and centerline of riser, pipe inverts, pipe sizes and slope in percent.

F. MAST ARM SIGNAL DESIGN SHEETS

Signal design plans sets will include all signals requested as part of a project. Signal designs will include mast arm structure support, illuminated street name signs and video detection

system. Signal design sheets shall be on individual sheets, all others should be combined whenever possible. The plans will include the following:

1. Key Sheet
2. Tabulation of Quantities
3. General Notes
4. Signal Design Plan Sheet(s):
 - a. Scale shall be 1" = 20'
 - b. Signal Operation Plan
 - c. Controller Base Timing
 - d. Signal and Pedestrian Head Details
 - e. Controller Notes
 - f. Detector/Loop Connection Chart
 - g. Intersection location detail should include all existing and proposed overhead and underground utilities and right-of-ways
 - h. Interconnect tie in to Controller Cabinet
 - i. Intersection Signs and Markings
 - j. Bid item numbers
5. Illuminated Overhead Street Name Sign Detail Sheet
6. Pole and Mast Arm Sheets
 - a. Geo-tech information on pole locations
 - b. Mast Arm Structure – Miscellaneous Details
 - c. Pole and Mast Arm Schedule
 - d. Mast Arm Structure Elevation and Notes
 - e. Foundation and Base Plate Details
 - f. Arm Connection Details
 - g. Structural Design Variable Sheets
7. Interconnect Plan:
 - a. Scale shall be 1" = 100'
 - b. Design of Interconnect System, conduit and pull boxes should accommodate either copper wire or fiber optic interconnect cable
 - c. Interconnect tie in to Controller Cabinet
 - d. Intersection location detail including all existing and proposed overhead and underground utilities and right-of-ways
 - e. Pull box details and locations
8. Additional sheets as needed to provide complete and biddable plans package.

G. SIGN AND MARKINGS DESIGN SHEETS

Sign and Marking plan sets will include all information relative to the design project. The plans will include the following:

1. Key Sheet
2. Tabulation of Quantities
3. General Notes
4. Plan Sheet(s): Scale 1" = 20'

H. DRAFTSMANSHIP

1. Plan should be clearly legible and easy to read for construction purposes and for microfilming.
2. All lines and notes relative to the proposed construction shall be of heavier line weight and larger size than lines and notes relating to existing facilities and topography.
3. Notes and lines denoting proposed construction shall be inked with a one (1) pen size or larger and lettering for proposed construction shall be at least one-eighth (1/8") in height.

I. PLAN REQUIREMENTS

1. Final plans shall be on durable paper.
2. All sheets in the plans set shall be 24-inches by 36-inches in size.
3. All drawings shall meet the statutory requirements for plans filed for public record.

3.5 PREPARATION OF CONSTRUCTION SPECIFICATIONS

The technical specifications shall be prepared for construction of the PROJECT, in a similar manner to recent Town specification documents conforming to VDOT standards.

SECTION 4

INFORMATION AND SERVICES TO BE FURNISHED BY THE EDA

- 4.1 The EDA shall provide the following for the CONSULTANT'S use and guidance:
 - A. Copies of existing maps, existing aerial photographs, existing as-built construction plans and existing data pertinent to the PROJECT design, which the EDA, the Town of Front Royal and the County of Warren may have in their possession.
 - B. Sample copies of the COUNTY standard contract documents and specifications.
 - D. The COUNTY's Construction Standards and Specifications.
- 4.2 The EDA shall perform the following services:
 - A. Conduct the required title searches for obtainment of right-of-way.
 - B. Perform acquisition of right-of-way and easements, as required.
 - C. Prepare the legal (front-end) section of the specifications.
 - D. Reproduce all plans and specifications for advertise/bidding and construction purposes.
 - E. Provide construction contract administration and construction inspection with the assistance of the CONSULTANT as stated in this Agreement.

SECTION 5

PAYMENT GUIDELINES AND CATEGORY OF SERVICES

5.1 BASIC SERVICES

The services described and provided for under Sections 2, 3 and 4 shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

5.2 CONTINGENCY SERVICES

When authorized in writing by the EDA, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the EDA and the CONSULTANT at the time the need for services becomes known.

5.3 ADDITIONAL SERVICES

When executed by the EDA, as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

5.4 INVOICING

The CONSULTANT shall submit invoices for fees earned. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The EDA shall make payments to the CONSULTANT within thirty (30) days of approval of invoices for work performed in accordance with this Agreement.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. Copies of supporting receipts/invoices/billing documentation shall be provided by the CONSULTANT.

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Payment of Permit Fees (if required).
- D. Payment of the Public Information Meeting Advertisements, if required.
- E. Payment of the Court Reporter for public meetings, if required.
- F. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the EDA may, prior to processing of the invoice for payment, require the CONSULTANT to

submit satisfactory evidence to support the invoice.

All progress reports and invoices shall be mailed to the attention of the EDA, P.O. Box 445, Front Royal VA, 22630. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, any signature, etc.) shall be returned to the CONSULTANT for correction.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

SECTION 6

INSURANCE COVERAGE AND INDEMNIFICATION

6.1 The CONSULTANT shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the EDA of one (1) certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the EDA, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the Agreement. All insurance policies shall name the EDA, the Town and the County as additional insureds.

- A. Worker's Compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- B. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
- C. Professional Liability Insurance (including Errors and Omissions) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," CONSULTANT may submit annually to the EDA a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

- D. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

6.2 Each insurance policy shall include the following conditions by endorsement to the policy:

- A. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to EDA by certified mail to: EDA Executive Director, PO Box 445, Front Royal, VA, 22630. CONSULTANT shall also notify EDA, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.
- B. Companies issuing the insurance policy, or policies, shall have no recourse against PARTNERSHIP for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.
- C. The term EDA or PARTNERSHIP in this Section 6 shall include the EDA, TOWN, and COUNTY, all its members, its officers, and employees while acting on behalf of the PARTNERSHIP.
- D. The EDA, TOWN, and COUNTY shall be endorsed to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance.
- E. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by EDA or to any such future coverage.

ATTACHMENT C

PAYMENT



ATTACHMENT C - PAYMENT

LUMP SUM PAYMENT

A. FEE: For services provided in accordance with the provisions of this Agreement, the EDA shall pay to the Consultant the Lump Sum Fee stated in the Letter of Agreement.

The fee shall include compensation for all services and costs specified in this Agreement, or as may be required for the completion of the services contained herein.

B. MONTHLY PARTIAL PAYMENTS: Monthly partial billings for services provided will be submitted, except when the net receivable amount is less than \$500.00. In such case, no partial payment will be made and the value of such work shall be carried over to the next monthly billing. Monthly partial payments will be made for the services outlined herein based on a percentage of the Lump Sum Fee equal to the percentage completion reported. Billings shall be submitted no more frequently than once every 30 calendar days.

C. TERMINATION WITHOUT CAUSE: In the event this Agreement is terminated without cause, payment of the Fee shall be made on the basis of the percentage of completion at the time of the effective date of termination, as determined by the Department.

ATTACHMENT D

FEE PROPOSAL



ATTACHMENT D

FEE PROPOSAL

7.1. For the performance of BASIC SERVICES as provided for in this Agreement, the EDA agrees to pay the CONSULTANT in accordance with the following:

- A. A lump sum fee not to exceed Two Hundred Forty-six Thousand and no/100 dollars (\$246,000.00) for the Preliminary Design and Topographic Survey Phase, based upon the Fee Estimate Schedule contained in Section 7.6, below.
- B. A lump sum fee not to exceed Three Hundred Thirty-eight Thousand and no/100 dollars (\$338,000.00) for the Final Design and Permitting Phase, based upon the Fee Estimate Schedule contained in Section 7.6, below.
- C. A lump sum fee not to exceed Four Thousand and no/100 dollars (\$4,000.00) for the Prequalification Phase, based upon the Fee Estimate Schedule contained in Section 7.6, below.
- D. A lump sum fee not to exceed Ten Thousand and no/100 dollars (\$10,000.00) for the Bidding Phase, based upon the Fee Estimate Schedule contained in Section 7.6, below.
- E. A lump sum fee not to exceed Twenty-nine Thousand and no/100 dollars (\$29,000.00) for Waterline Design, based upon the Fee Estimate Schedule contained in Section 7.6, below.
- F. A fee equal to the CONSULTANT'S direct labor costs times a factor of 2.95 for all actual hours of work performed up to an amount not to exceed Seventy-five Thousand and no/100 dollars (\$75,000.00), for the Construction Phase.

Direct labor costs shall mean wages paid directly to the CONSULTANT personnel and does not include indirect payroll related costs or fringe benefits.

Geotechnical Testing/Inspection	-	\$110,000.00
Town of Front Royal As-Builts	-	\$ 25,000.00

7.2 For Basic reimbursable services as listed in Section 6, the EDA agrees to reimburse the CONSULTANT for actual costs up to an amount not to exceed Ten Thousand and no/100 dollars (\$10,000.00).

7.3 For any CONTINGENCY SERVICES performed, the EDA agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Seventy Thousand Two Hundred and no/100 dollars (\$70,200.00) for all assignments performed.

7.4 For any ADDITIONAL SERVICES, the EDA agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.5 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the EDA based on the EDA'S determination of the percentage of work effort completed to date of termination.

7.6 FEE ESTIMATE SCHEDULE

	Design Fee Estimate		Bidding and <u>Construction</u>
	Preliminary <u>Pre-Design</u>	Final <u>Design</u>	
1. Base Mapping	\$ 31,000		
2. Geotechnical	\$ 44,000		
3. Traffic Impact Analysis	\$ 26,000		
4. Wetlands Delineation/Permitting	\$ 30,000		
5. Environmental Assessment (scope to be determined)	\$ 5,000		
6. Road Design Plans	\$110,000		
7. Traffic Signalization (per signal required)		\$225,000	
8. Signage Striping		\$ 15,000	
9. Landscaping		\$ 10,000	
10. Lighting		\$ 12,000	
11. Maintenance of Traffic		\$ 18,000	
12. Coordination Utility Relocation		\$ 8,000	
13. Platting Services		\$ 38,000	
14. Pre-Qualification			\$ 4,000
15. Contract Documents and Bidding			\$ 10,000
16. Construction Administration			\$ 75,000
17. Water Design Plans			\$ 29,000
SUBTOTAL	\$246,000	\$338,000	\$118,000
PROJECT DESIGN TOTAL			\$702,000
18. Project Contingency Estimate			\$ 70,200
19. Reimbursables			\$ 10,000
20. Construction Phase Geotechnical Testing/Inspection			\$110,000
21. As-Built Plans			\$ 25,000
Wetland Contingency IF Individual Permit			
22. Initial Cost Through DEQ Pre-Application Meeting	\$ 12,500	\$ 12,500 (portion of Item 4 above)	
23. Individual Permit Application	\$ 18,000	- \$ 23,000	
24. Individual Permit Regulation Support	\$ 10,000	- \$ 12,000	
25. Mitigation Assistance	\$ 2,000	- \$ 2,000	
26. Design Coordination	\$ 8,000	- \$ 8,000	
SUBTOTAL	\$ 50,500	- \$ 57,500	
Revision Total	\$967,700	- \$974,700	
27. IF Natural Channel Design vs. Bank Contribution	\$ 75,000 - \$ 130,000		
28. IF Survey for Indiana Bat or Madison Cave Isopod	\$ 5,000 - \$ 20,000		
SUBTOTAL	\$ 80,000 - \$ 150,000		
Revision Total	\$1,047,700 - \$1,124,700		

ATTACHMENT E

Certifications as to Debarment



CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)

Project: Engineering for Leach Run Parkway

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, or from any agency, department or political subdivision (local government or school division) of the Commonwealth of Virginia.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)

Project: Engineering for Leach Run Parkway

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or from any agency, department or political subdivision (local government or school division) of the Commonwealth of Virginia.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

LEGEND

- Natural resources & recreation
- Active adult residential
- Residential
- Core village retail & office
- Community open space & school

EXHIBIT A FUTURE LAND USE PLAN OF ANNEXATION AREA

FRONT ROYAL LIMITED PARTNERSHIP PROPERTY

Bowman
CONSULTING

WISCONSIN COUNTY, IOWA
Scale: 1"=200'
Revised: 10/2018 (REVISED 10/2018)

GREEN GLEN ROAD

RAILROAD

COMMUNITY
OPEN SPACE
SCHOOL

COMMUNITY
#2

COMMUNITY
#3

NATURAL
RESOURCES &
RECREATION

NATURAL
RESOURCES &
RECREATION

COMMUNITY
#3

COMMUNITY
#4
(Mixed-Use)

VILLAGE
RETAIL &
OFFICE

NATURAL
RESOURCES &
RECREATION

EXHIBIT B - METES AND BOUNDS

Bowman

CONSULTING

METES AND BOUNDS DESCRIPTION OF THE VAZZANA PROPERTY WARREN COUNTY, VIRGINIA

COMMENCING AT A POINT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY OF DONATTENNE LEROLLE AS RECORDED BY INSTRUMENT 9505098, AMONG THE LAND RECORDS OF WARREN COUNTY, VIRGINIA AND LYING ON THE NORTHERLY PROPERTY LINE OF THE NORFOLK SOUTHERN RAILROAD CORPORATION. THENCE, DEPARTING THE SAID NORFOLK SOUTHERN RAILROAD CORPORATION AND CONTINUING WITH THE LINE OF SAID LEROLLE THE FOLLOWING TWO (2) COURSES AND DISTANCES,

N 09° 51' 22" W, 1,116.97 FEET TO A POINT, THENCE
N 05° 35' 37" E, 786.04 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID LEROLLE AND LYING ON THE TOWN OF FRONT ROYAL-WARREN COUNTY LINE. THENCE CONTINUING WITH THE LINE OF SAID LEROLLE AND WITH THE SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES,

N 82° 33' 00" W, 1,056.53 FEET TO A POINT, THENCE
N 82° 33' 01" W, 325.63 FEET TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID LEROLLE AND THE NORTHEASTERLY CORNER OF THE PROPERTY OF THE TOWN OF FRONT ROYAL AS RECORDED IN DEED BOOK 264 AT PAGE 463 AMONG THE LAND RECORDS OF SAID COUNTY AND LYING ON THE TOWN OF FRONT ROYAL-WARREN COUNTY LINE. THENCE, DEPARTING SAID LEROLLE AND CONTINUING WITH THE LINE OF SAID TOWN OF FRONT ROYAL AND THE SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE AND WITH ANOTHER PROPERTY OF THE TOWN OF FRONT ROYAL AS RECORDED IN DEED BOOK 208 AT PAGE 92 AMONG THE LAND RECORDS OF SAID COUNTY THE FOLLOWING FOUR (4) COURSES AND DISTANCES,

N 82° 17' 46" W, 1,856.60 FEET TO A POINT, THENCE
N 03° 40' 17" E, 787.77 FEET TO A POINT, THENCE
N 06° 23' 49" W, 340.16 FEET TO A POINT, THENCE
N 76° 26' 41" W, 961.48 FEET TO A POINT IN THE LINE OF SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE; THENCE WITH THE SAID TOWN OF FRONT ROYAL-WARREN COUNTY LINE ON THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

N 44° 23' 12" E, 337.49 FEET TO A POINT, THENCE
N 07° 37' 06" E, 295.25 FEET TO A POINT, THENCE
N 17° 47' 40" W, 315.57 FEET TO A POINT, THENCE
N 44° 07' 59" W, 176.83 FEET TO A POINT, THENCE
N 55° 20' 31" W, 303.98 FEET TO A POINT, THENCE
N 39° 59' 25" W, 259.37 FEET TO A POINT, THENCE
N 15° 45' 20" W, 31.65 FEET TO A POINT IN THE SOUTHERLY LINE OF RIVERTON LIME AND STONE CO. INC. AS RECORDED IN DEED BOOK 21 AT PAGE 322, IN DEED BOOK 80 AT PAGE 96 AND IN DEED BOOK 80 AT PAGE 302, AMONG THE SAID LAND RECORDS OF SAID COUNTY; THENCE WITH THE SAID LINE OF RIVERTON LIME AND STONE CO. INC. ON THE FOLLOWING NINE (9) COURSES AND DISTANCES:

N 87° 12' 37" W, 33.73 FEET TO A POINT, THENCE
N 77° 15' 12" E, 360.21 FEET TO A POINT, THENCE
S 77° 24' 44" E, 206.52 FEET TO A POINT, THENCE
N 58° 44' 03" E, 254.81 FEET TO A POINT, THENCE
N 59° 40' 30" E, 772.70 FEET TO A POINT, THENCE

EXHIBIT B - METES AND BOUNDS

N 05° 42' 46" E, 1,203.33 FEET TO A POINT, THENCE
 N 58° 20' 59" W, 149.25 FEET TO A POINT, THENCE
 N 16° 20' 22" E, 1,114.39 FEET TO A POINT, THENCE
 N 20° 39' 43" E, 464.52 FEET TO A POINT, SAID POINT BEING THE
 SOUTHWESTERLY CORNER OF MARGARET E. MILLS AS RECORDED IN DEED BOOK 469 AT
 PAGE 710 AMONG THE LAND RECORDS OF SAID COUNTY. THENCE, DEPARTING SAID
 RIVERTON LIME AND STONE AND CONTINUING WITH SAID MILLS THE FOLLOWING FIVE (5)
 COURSES AND DISTANCES,
 S 79° 24' 54" E, 1,216.46 FEET TO A POINT, THENCE
 N 01° 02' 16" E, 9.02 FEET TO A POINT, THENCE
 S 81° 57' 34" E, 209.25 FEET TO A POINT, THENCE
 N 54° 57' 04" E, 58.13 FEET TO A POINT, THENCE
 N 82° 29' 39" E, 174.94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY
 LINE OF INTERSTATE HIGHWAY 66. THENCE, DEPARTING SAID MILLS AND CONTINUING
 WITH THE RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 66,
 S 75° 35' 40" E, 99.81 FEET TO A POINT; SAID POINT BEING THE
 NORTHWESTERLY CORNER OF LOT 1 OF THE ELENORA B. FELYNER SUBDIVISION, AS
 RECORDED IN DEED BOOK 295 AT PAGE 335 AMONG THE LAND RECORDS OF SAID COUNTY.
 THENCE, DEPARTING THE RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 66 AND
 CONTINUING WITH SAID LOT 1 OF ELENORA B. FELYNER SUBDIVISION AND WITH LOT 2
 OF SAID ELENORA B. FELYNER SUBDIVISION AND WITH LOTS 1 THROUGH 3 AND PARCEL
 A, OF THE CHARLES B. WOOD ET UX SUBDIVISION, AS RECORDED IN DEED BOOK 276 AT
 PAGE 145, AMONG THE LAND RECORDS OF SAID COUNTY THE FOLLOWING FIVE (5)
 COURSES AND DISTANCES,
 S 15° 27' 12" W, 100.32 FEET TO A POINT, THENCE
 S 15° 42' 35" W, 654.06 FEET TO A POINT, THENCE
 S 11° 23' 54" E, 136.83 FEET TO A POINT, THENCE
 S 76° 25' 02" E, 607.66 FEET TO A POINT, THENCE
 S 79° 40' 52" E, 1,248.42 FEET TO A POINT, SAID POINT BEING A CORNER OF
 RUTH P. MONNINGTON AS RECORDED BY INSTRUMENT 030002741 AMONG THE LAND RECORDS
 OF SAID COUNTY. THENCE, DEPARTING SAID LOT 3 OF THE CHARLES B. WOOD ET UX AND
 CONTINUING WITH THE LINE OF SAID MONNINGTON,
 S 05° 39' 37" E, 170.86 FEET TO A POINT LYING ON THE CENTERLINE OF A
 12.5 GRAVEL ROAD AS RECORDED IN DEED BOOK 180 AT PAGE 87 AMONG THE LAND
 RECORDS OF SAID COUNTY, ALSO KNOWN OF RECORD AS MARY'S SHADY LANE. THENCE,
 CONTINUING WITH THE LINE OF SAID MONNINGTON AND THE CENTERLINE OF SAID 12.5
 FOOT GRAVEL ROAD,
 81.08 FEET ALONG THE ARC OF A NON TANGENT CURVE DEFLECTING TO THE LEFT,
 SAID CURVE HAVING A RADIUS OF 108.99 FEET, A CENTRAL ANGLE OF 42° 37' 16",
 AND A CHORD BEARING AND DISTANCE OF S 22° 36' 11" W, 79.22 FEET TO A POINT OF
 TANGENCY, THENCE
 S 01° 17' 33" W, 342.38 FEET TO A POINT, SAID POINT BEING THE
 SOUTHWESTERLY CORNER OF SAID MONNINGTON, LYING ON SAID CENTERLINE OF A 12.5
 FOOT GRAVEL ROAD AND BEING THE CENTERLINE OF THE TERMINUS OF A 60 FOOT RIGHT-
 OF-WAY AS RECORDED IN DEED BOOK 396 AT PAGE 596, ALSO KNOWN OF RECORD AS
 MARY'S SHADY LANE. THENCE, DEPARTING THE CENTERLINE OF SAID 12.5 FOOT GRAVEL
 ROAD AND CONTINUING WITH THE LINE OF SAID MONNINGTON AND ALSO WITH THE LINE
 OF KEVIN J. MURPHY AS RECORDED BY INSTRUMENT: 960006620 AMONG THE LAND
 RECORDS OF SAID COUNTY,
 S 83° 04' 45" E, 294.77 FEET TO A POINT, THENCE
 S 82° 13' 43" E, 1,617.35 FEET TO A POINT, SAID POINT BEING THE
 SOUTHEASTERLY CORNER OF SAID MURPHY AND A CORNER OF HOWARD DUNCAN AND THE
 WALTER DUNCAN AND MARY Z. DUNCAN LIVING TRUST AS RECORDED IN WILL BOOK N AT
 PAGE 204 AND BY INSTRUMENT: 970004187 AMONG THE LAND RECORDS OF SAID COUNTY.
 THENCE, DEPARTING SAID MURPHY AND CONTINUING WITH THE LINE OF SAID DUNCAN,
 S 16° 05' 46" W, 1,116.69 FEET TO A POINT ON THE LINE OF THE INDUSTRIAL
 DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND COUNTY OF WARREN,

EXHIBIT I-1: METES AND BOUNDS OF AREA PROPOSED FOR ANNEXATION

EXHIBIT B - METES AND BOUNDS

VIRGINIA AS RECORDED IN DEED BOOK 471 AT PAGE 748 AND BY INSTRUMENT: 010002379 AMONG THE LAND RECORDS OF SAID COUNTY. THENCE, CONTINUING WITH SAID DUNCAN AND WITH THE SAME LINE EXTENDED, WITH THE LINE OF SAID INDUSTRIAL DEVELOPMENT AUTHORITY.

S 83° 54' 46" W, 875.41 FEET TO A POINT. THENCE, CONTINUING WITH SAID INDUSTRIAL AUTHORITY THE FOLLOWING TWO (2) COURSES AND DISTANCES.

S 06° 03' 49" W, 1,093.67 FEET TO A POINT, THENCE

S 80° 14' 27" E, 316.64 FEET TO A POINT IN THE LINE OF SAID TOWN OF FRONT ROYAL - WARREN COUNTY LINE; THENCE WITH THE SAID TOWN OF FRONT ROYAL - WARREN COUNTY LINE

S 41° 50' 37" W, 2,537.13 FEET TO THE POINT OF BEGINNING CONTAINING 26.343,391 SQUARE FEET OR 604.76104 ACRES OF LAND, MORE OR LESS.

EXHIBIT I-1: METES AND BOUNDS OF AREA PROPOSED FOR ANNEXATION

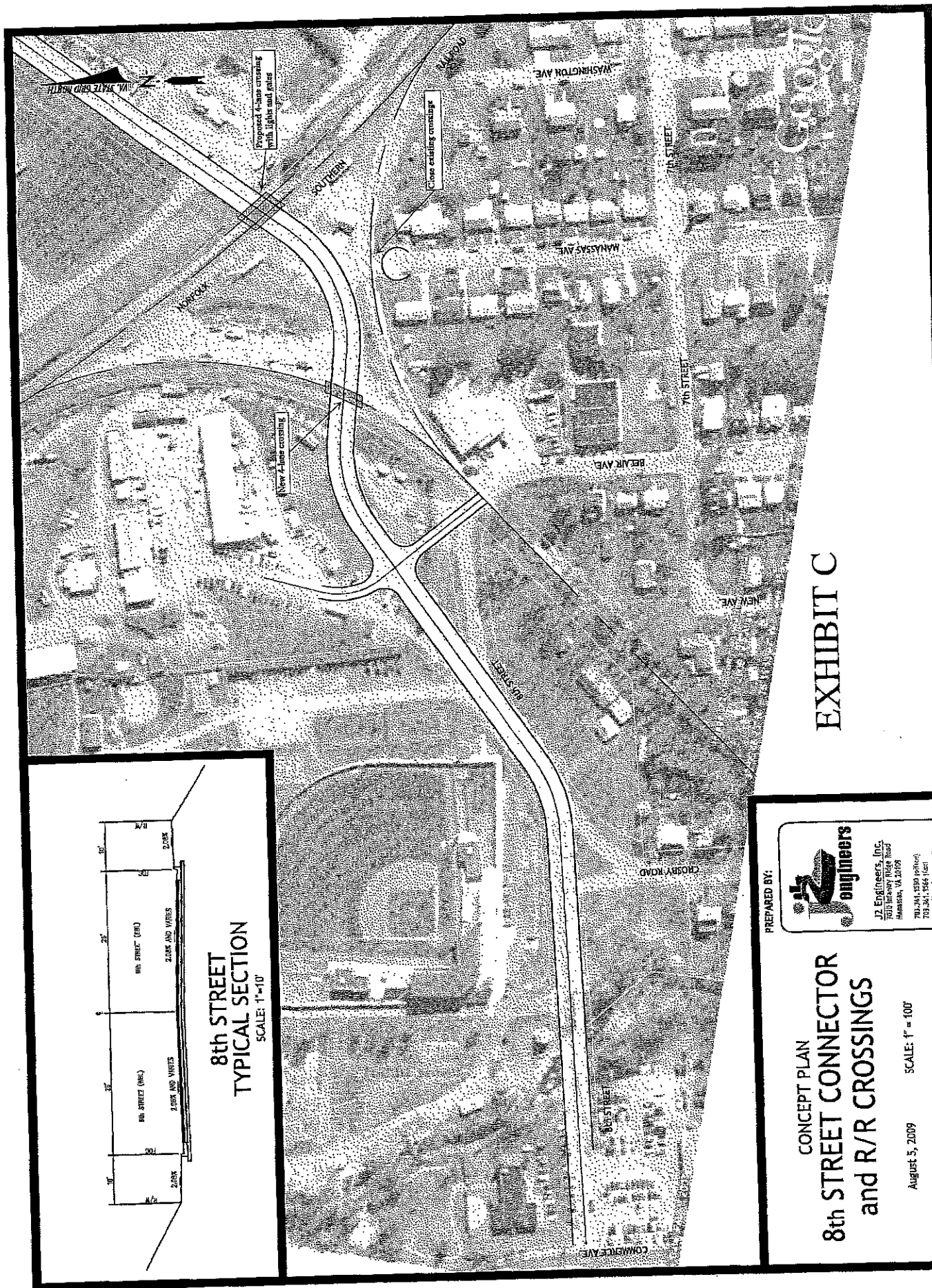
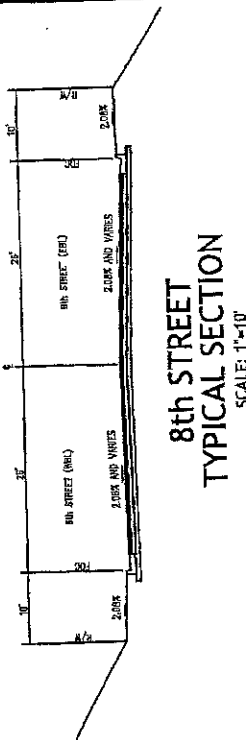


EXHIBIT C



PREPARED BY:



CONCEPT PLAN 8th STREET CONNECTOR and R/R CROSSINGS

August 3, 2009

SCALE: 1" = 100'



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: August 12, 2013

Agenda Item: CLOSED MEETING – Consultation with Legal Counsel.

Summary: Council is requested to convene and go into Closed Meeting for the purpose of discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia.

Budget/Funding: None

Meetings: None

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion:

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the purpose of discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia.

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JSB