

Request for Proposal (RFP)

Professional Engineering Services for
Water System Improvements, Phase IA
RFP No. 2013-01

Proposal Due Date: May 9, 2013, 3:00 p.m. (EDT)

Proposal Mailing Address: Town of Hillsboro, c/o Amy Newton
P.O. Box 2874
- or - Hillsboro, VA 20132

Proposal Drop-off Location: Town of Hillsboro, c/o Amy Newton
36903 Charles Town Pike
Hillsboro, VA 20132

Pre-Proposal Conference (Optional): April 19, 2013, 11:00 a.m. (EDT)

Location: The Old Stone School
37098 Charles Town Pike
Hillsboro, VA 20132

Procurement Contact: Amy Newton
Phone: 540-454-5544
Email: water@hillsborovirginia.org

IMPORTANT NOTICE

Candidates intending to submit a proposal in response to this RFP must first register the following information with the procurement contact for the Town:

Company name & address
Phone number & fax number
Contact name and e-mail address

This information will be used to establish an "interested parties list" that will be used by the Town to coordinate any additional information (i.e., addenda) during the proposal phase.

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1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through *competitive negotiation* with a qualified engineering firm to perform design, bid-phase and construction-phase services for the Town of Hillsboro Water System Improvements, Phase IA.

The Town has secured funding for the Water System Improvements, Phase IA (Project) from the Virginia Department of Health through the Virginia Drinking Water State Revolving Fund Program. The Project will be required to comply with the requirements of the program.

This RFP is intended to describe the scope and nature of the services required by the Town of Hillsboro (Town) for this Project. A more detailed discussion on the scope of services is described in Section 3.

The contents of the proposal submitted by the successful candidate (consultant), this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The consultant will be required to sign a contract with the Town.

This RFP, plus the resulting agreement(s), shall be consistent with, and governed by the Virginia Public Procurement Act (VPPA) and the requirements of the Virginia Drinking Water State Revolving Fund Program.

It is the Town's intent that this RFP permit competition. It shall be the candidate's responsibility to advise the Town, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by April 19, 2013 at 10:00 a.m.

Any significant changes to the RFP as a result of questions received will be issued by addendum and provided to the candidates. It is the candidate's responsibility to review and incorporate all addenda as part of their proposal.

2. BACKGROUND

The Town is located along Route 9 (Charles Town Pike), approximately 10 miles northwest of Leesburg in northwestern Loudoun County, Virginia. The Town consists of approximately 46 properties, 32 of which are connected to the Town's water system.

Refer to Attachment B for a map showing the Town's existing water system.

A. Existing System**1. Water Supply**

Currently, the Town's water system is supplied by a spring (Hill Tom Spring) and a drilled well, both located just north of the Town on Short Hill. The sources are provided with treatment and storage facilities and are connected to the transmission and distribution piping. Treated water flows by gravity from the supply facilities on Short Hill to the customers.

The existing spring on Short Hill is located about 2,200 feet north of Charles Town Pike (Route 9) and is accessible by means of a gravel/dirt road with access from Charles Town Pike. The spring facility includes a stone building that collects the spring water and conveys it to a pipe leading to the treatment facility. In 2000, it was determined that the spring may be under the direct influence of surface water. Additionally, the Town reports that the water yield from the spring has been unreliable.

The Town is under a Consent Decree to remedy deficiencies in the water system, including the lack of appropriate treatment for the spring.

The existing well (Well No. 1) is located about 1,000 feet north of Charles Town Pike adjacent to the treatment facility. The well was constructed in July 2002. It has a total depth of 700 feet, with the water-bearing formation located at 129-130 feet. Based on the initial drawdown test results, its yield was reported as 7.5 gpm.

2. Treatment and Storage

The existing treatment facility is located on Short Hill adjacent to Well No. 1 and was constructed in 2006-2007. The treatment process consists of a soda ash feed to the spring source to increase pH and reduce corrosion, disinfection of each (spring and well) source using sodium hypochlorite, and metering of each source. The two treated waters are blended after chemical addition and prior to entering the contact tank and finished water storage. Recent operational adjustments have been made so that Well No. 1 is operated as the primary source, with the spring used only if needed.

The contact tank and three finished water storage tanks are located adjacent to the treatment facility. The storage tanks effectively serve as elevated storage for the Town, and based on their location produce adequate service pressure (50-60 psi) in the Town. The condition of the concrete tanks is "fair" and inspections have noted the presence of compromised tank linings.

3. Water Mains

The transmission main from the treatment facility to the Town is reported to be 3-inch, glass-lined cast-iron installed in 1959. The main passes down a tree-lined hillside to Charles Town Pike in an easement on private property.

The distribution piping in Town is reported to be 2 to 3-inch galvanized, cast-iron, or ductile iron pipe, with ages ranging from the 1950s to 1990s. The distribution piping is located primarily under pavement along the north side of Charles Town Pike and in the grass shoulder along the west side of Gaver Mill Road (Route 812). The pipe along Gaver Mill Road is reported to be 3-inch, glass-lined iron pipe installed in 1963. All distribution piping is believed to be in public (VDOT) right-of-way and installed with approximately 2-feet of cover.

B. Planned Improvements (Phase IA)

Over the past few years, the Town engaged the services of Emery and Garret Groundwater Inc. (EGGI) and Loudoun Water to develop a long-term strategy to address deficiencies in their water system. Results of these and other efforts include:

- Location and approval of a new in-Town groundwater source (well) in 2011,
- Preliminary engineering report (PER) for water system improvements approved by VDH (March 31, 2012), and
- Approved funding assistance for the Project through Virginia Drinking Water State Revolving Fund Program in 2012.

The Town considered the alternatives for improvements as presented in the PER and following is a summary of the planned improvements for implementation (Phase IA) consistent with the recommendations in the approved PER. Implementing these changes will greatly improve the Town's water system capacity, reliability and quality of water delivered to its residents.

Refer to Attachment B for a map showing the Town's proposed Phase IA improvements to the water system.

1. Water Supply

A hydrogeologic study performed by Emery and Garret Groundwater Inc. resulted in the location and subsequent approval of exploratory well (HLB-C) in 2011. This exploratory well produced 25 gpm during testing.

Demand forecasts for future service area scenarios estimate the Town would need a supply capacity ranging from 16 to 28 gpm. The new well (HLB-C) in

conjunction with the existing well (Well No. 1) will be sufficient to meet the Town's projected water supply demands.

One water quality parameter—fluoride—exceeded the secondary maximum contaminant level in HLB-C. Treatment to reduce the level of fluoride is not required by regulation though the Town will be required to provide annual notification to customers if the secondary maximum contaminant level is exceeded.

The Town intends to connect Well HLB-C to the existing treatment facility to serve as the primary supply well. Well No. 1 will also remain in service while the Hill Tom Spring will be removed from service.

Completing Well HLB-C will generally include improvements necessary to bring the test well into service as a production well, construction of a well house, access road, pump and valves, electrical service, pump controls, raw water piping and communication cable to connect the well to the treatment facility.

2. Treatment and Storage

The Town plans to improve the existing treatment facility and will continue to apply chlorination with sodium hypochlorite to provide a disinfectant residual in the distribution system and continue to meter sources.

Considering the age and condition of the existing storage facilities the Town intends to replace the three existing in-ground concrete storage tanks with two new larger concrete in-ground storage tanks. Consideration for the increased future demands requires the Town to add storage to meet the increased needs.

3. Water Mains

The existing transmission main is planned to be replaced with a new transmission main from the treatment facility to connect to the existing distribution system located along Charles Town Pike.

Replacement of the distribution piping along Gaver Mill Road (Route 812) is planned at this time along with adding a new distribution main along Highwater Road. Replacement of services (meter box, meters and service lines) for existing customers as well as adding service for vacant lots is intended to be included.

The Virginia Department of Transportation (VDOT) is currently designing road improvements to Charles Town Pike that will include replacement of the water mains along the road. Therefore, replacement of the distribution piping along

Charles Town Pike is not intended at this time. However, connection to distribution mains along Charles Town Pike will be required.

3. SCOPE-OF-SERVICES

The consultant will be required to provide engineering consulting services as described below.

A. Design Services

1. Agency Coordination

The consultant's services will include coordinating with various agencies (and/or assist the Town in doing the same) to resolve regulatory conflicts and constraints for the Project. The consultant may be asked to prepare, apply, and obtain permits and necessary approvals from various agencies including but not limited to: Loudoun County, Virginia Department of Health and Virginia Department of Transportation.

The Project includes the requirement for an environmental review and at this time, it is assumed that the Project will qualify for a categorical exclusion.

2. Land Survey

The consultant's service will include all land survey services necessary to provide for the preparation of plans and application of permits to support the needs of the Project. Anticipated services include development of base drawings (topography, property lines, rights-of-way, utilities, planimetrics, etc.), boundary surveys, determination of property and easement requirements and plat preparation.

3. Utility Location

The consultant's services will include all utility locating services necessary to provide for the preparation of plans and application of permits to support the needs of the Project. The consultant will determine the level of subsurface utility locating necessary; however at a minimum coordination with Miss Utility will be required.

4. Geotechnical and Environmental Services

The consultant's services will include any geotechnical (subsurface borings, soil testing, etc.) and environmental services (wetlands delineation, etc.) necessary to provide for the preparation of plans and application of permits to support the needs of the Project.

5. Meetings

The consultant will host regular progress meetings with the Town and other stakeholders to discuss the progress of the Project. Additional meetings may include public information meetings with the Town, affected property owners, and pre-construction conference.

6. Construction Contract DocumentsPlans and Specifications

The consultant will prepare documents (plans and specifications) as necessary for regulatory agencies to review, and for subsequent bidding and construction of the proposed facilities. The documents will include plan and profile sheets, well completion details, upgraded storage and treatment facilities, access roads, connection details, and other relevant construction details for the Project. The plan sheets should include relevant existing and required easements. The construction documents shall be specific enough to sufficiently detail the construction and allow for survey layout of the system.

The nature of the Town and its buildings are considered historic and will need to be a consideration in the design of the well and pump house features.

The plans and specifications for the facilities to be constructed must meet the design standards set by the Commonwealth of Virginia Waterworks Regulations. In addition, the documents must include specific contract inserts and Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) goals as required by Virginia Drinking Water State Revolving Fund Program.

Traffic Control Plan

The consultant will prepare, if required, a traffic control plan to address construction within the VDOT right-of-way. Any proposed traffic control measures will need to be in accordance with VDOT requirements and the Virginia Work Area Protection Manual.

B. Bid-Phase Services

The consultant's services will include assisting the Town in the public advertisement, bidding, and award of the construction Project. Anticipated services may include advising in the interpretation of technical requirements of the plans and specifications; preparing addenda; assisting with a pre-bid meeting; assisting in evaluating bids and determining the responsiveness of low bidder.

C. Construction-Phase Services

The consultant's services are anticipated to include:

1. Progress meetings and reviews
2. Review of shop drawings and contractor submittals
3. Verification of contractor requests for payment
4. Review and monitoring of construction schedule
5. Field observations of work completed
6. Response to owner and contractor questions
7. Clarifications and modifications due to field conditions
8. Review of requested changes in the work
9. System commissioning oversight
10. Project close-out support and punch list development
11. O&M Manual preparation

4. ANTICIPATED SCHEDULE

The following represents a tentative outline of the process currently anticipated by the Town.

Request for Proposals distributed:	April 5, 2013
Pre-Proposal Conference (Optional):	April 19, 2013, 11:00 a.m. (EDT)
Receive written proposals:	May 9, 2013, 3:00 p.m. (EDT)
Conduct interviews:	week of May 12, 2013
Contract begins:	after June 1, 2013

Refer to Attachment C for a preliminary Project schedule as required by Virginia Department of Health.

5. PROPOSAL REQUIREMENTS**A. Registration**

Candidates intending to submit a proposal in response to this RFP must first register the following information with the procurement contact for the Town: Company name & address, Phone number & fax number, Contact name and e-mail address

This information will be used to establish an "interested parties list" that will be used by the Town to coordinate any additional information (i.e., addenda) during the proposal phase.

B. General

In order to be considered for selection, proposals must contain a complete response to this RFP. Proposals which are substantially incomplete or lack key information may be rejected by the Town at its discretion.

By submitting a proposal in response to the RFP, the candidate represents it has read and understands the RFP and has familiarized itself with all federal, state and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the resulting contract.

C. Format

Proposals are limited to 25 pages double sided, not including cover page, cover letter, signature form, tab separators, table of contents and staff resumes.

Proposals shall be in a sealed envelope or package and plainly marked:

RFP No. 2013-01
Professional Engineering Services for
Town of Hillsboro Water System Improvements, Phase IA

D. Delivery

Proposals may be mailed, delivered or shipped to the location specified. They may NOT be received in electronic mail or facsimile.

Candidates shall submit three (3) copies of their proposal to:

Amy Newton, c/o Town of Hillsboro
P.O. Box 2874
Hillsboro, VA 20132

- or -

Amy Newton, c/o Town of Hillsboro
36903 Charles Town Pike
Hillsboro, VA 20132

By Thursday, May 9, 2013, 3:00 p.m. (EDT).

Proposals that are received after the date and time specified will be returned unopened and removed from further consideration. All accepted proposals will become the sole ownership of the Town of Hillsboro and will not be returned.

E. Content

Proposals shall thoroughly respond to the items listed below. The proposal must be organized and presented in the order as outlined below. Specific items to be addressed are:

Proposal Signature Form

1. Include the signature form contained in Appendix A as the first page in the proposal.

Section I: Firm Experience

1. Summary of firm's qualifications, background, number of employees, office locations, etc. Identify the local office that will handle this project.
2. Federal Tax ID number.
3. A list of similar completed projects, maximum of five (5), providing for each:
 - Location and description
 - References with contact information
 - Project team involved with specific responsibilities
 - Include any experience in Loudoun County and/or for similar sized rural systems.
4. A listing of current project workload and duration for each of the proposed project team members, i.e. resource availability.

Section II: Proposed Project Team

1. A project organization chart, indicating employee assignments and responsibilities
2. Proposed project manager
3. Resumes for each professional level of employee, including:
 - Project responsibilities
 - Background and experience on similar water projects
4. A list of sub-consultants, if any, with similar information listed above
5. A description of the plan to involve Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) firms, including previous teaming experience

Section III: Project Management Approach

1. A detailed narrative statement on your perception of the project requirements and any unique features, which you believe makes you the most qualified firm
2. State when your firm can begin services
3. A general work plan with Project schedule

4. Detail the firm's quality control program and ability to keep projects on schedule and within budget

6. EVALUATION AND SELECTION PROCESS

The Town reserves the right to reject any or all proposals and to waive any informality. The Town will evaluate and at its discretion select the best-qualified candidate for the Project. Due to funding agency requirements, subsequent approval of the procurement process will be required of VDH.

Evaluation of the candidates by the Town will be based on considerations of the rating criteria listed below.

RATING CRITERIA

- Qualifications of the design team
- Prior performance on projects of similar size and scope
- Prior experience (especially working in Loudoun County) with small rural municipalities and waterworks operations (especially in Virginia)
- Project design approach, quality assurance review procedures, and creativity of design ideas
- Project schedule and availability of staff
- Best overall proposal

A. Initial Review

The Town will review all submitted proposals and determine if any and how many candidates will be interviewed (short-listed). After the proposals are evaluated, candidates will be informed whether they will be evaluated further by an in-person interview. Arrangements will be made individually with each invited candidate for interview time and date, as necessary.

B. Interviews

In preparation for the interview, each candidate should organize the key individuals of the design team that would work on the Project. No more than three representatives may be present at the interview and the proposed project manager must be present. The candidates are responsible to bring all visual aids, handouts, and other materials necessary to briefly and concisely demonstrate their ability to accomplish the work outlined in the RFP.

The interview sequence will be as follows.

- Opening remarks by committee chair covering procedures, interview sequence, time allowance and committee member introductions.

- Candidate introduces representatives, followed by a presentation addressing the rating criteria (20-minutes).
- Questions of the candidate from the committee. The committee will have the opportunity to ask questions of the proposed design team (10-minutes).
- Questions of committee from the candidate (10-minutes).
- Candidate's closing remarks (5-minutes).

The committee will evaluate candidates using the rating criteria listed above.

C. Contract Negotiations and Approval

Selection will be made of two (or more) candidates deemed to be fully qualified and best suited among those submitting proposals and the Town will begin negotiating with the best-qualified firm. If negotiations are successful, a signed agreement will be developed and presented to VDH for approval. If an agreement cannot be reached with the best-qualified firm, the next-ranked firm will be considered, and the same process will continue.

7. OTHER REQUIREMENTS

A. Procurement

All procurement made during the course of this Project (design, bid and construction phases) must be purchased, acquired or contracted for in accordance with Chapter 43 of Title 2.2, sections 2.2-4300 et seq., Code of Virginia, and known as the Virginia Public Procurement Act and Code of Federal Regulations Title 40 Part 31.36 as applicable.

The Code of Federal Regulations Title 40 Part 31.36(e), "Procurement," requires the Recipient and Prime Contractor to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are afforded contracting opportunities. This requirement applies to all contracts, subcontracts and procurements for services including engineering and legal, supplies equipment and construction. To achieve this goal, the affirmative steps, otherwise known as "six good faith efforts," must be followed.

B. Employment Discrimination Prohibited

During the performance of a contract resulting from this RFP, the consultant agrees as follows (Code of Virginia, Section 2.2-4311):

- 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 contractor. 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 such 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 \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. Drug-Free Workplace

During the performance of a contract resulting from this RFP, the consultant agrees as follows (Code of Virginia, Section 2.2-4312):

- a) The consultant agrees to provide a drug-free workplace for 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; and
- 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 purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

D. Non Discrimination against Faith-Based Organizations

The Town does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

E. Insurance

The consultant shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this RFP: to include but not be limited to comprehensive general liability; \$1M property damage per occurrence and aggregate; \$1M bodily injury per occurrence and aggregate; comprehensive general form; extended business liability endorsement; independent contractors coverage; products/completed operations; broad form contractual liability; personal and advertising injury liability; comprehensive automobile liability; worker's compensation and employer's liability; professional liability; and an umbrella comprehensive general liability of an additional \$1M.

F. Collusion

By submitting a proposal in response to this RFP, the candidate represents that in the preparation and submission of this proposal, said candidate did not, either directly or indirectly, enter into any combination or arrangement with any person, candidate or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1- 68.6 through 59.1-68.8 of the Code of Virginia.

G. Assignment of Contract

Any contract resulting from this RFP may not be assigned in whole or in part without the written consent of the Town Project Manager and the Town Mayor.

H. Termination of Contract

The Town may terminate any contract, or any work or delivery required hereunder as a result of this RFP, from time to time either in whole or in part, whenever the Town shall determine that such termination is in the best interest of the Town.

APPENDIX A
PROPOSAL SIGNATURE FORM

PROPOSAL SIGNATURE FORM

SECTION I – OFFEROR IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
 Address _____
 Contact Person _____ Title _____
 Telephone # _____ Fax # _____
 Email _____
 Organized under the laws of State of _____
 Principal place of business _____
 Years in business providing this type of service _____ years _____ months
 Federal Tax ID # _____ DUNS # _____

The Town of Hillsboro (Town) requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFP issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II - EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et. seq., the State and Local Government Conflict of Interests Act. By signing below, the candidate is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my firm.

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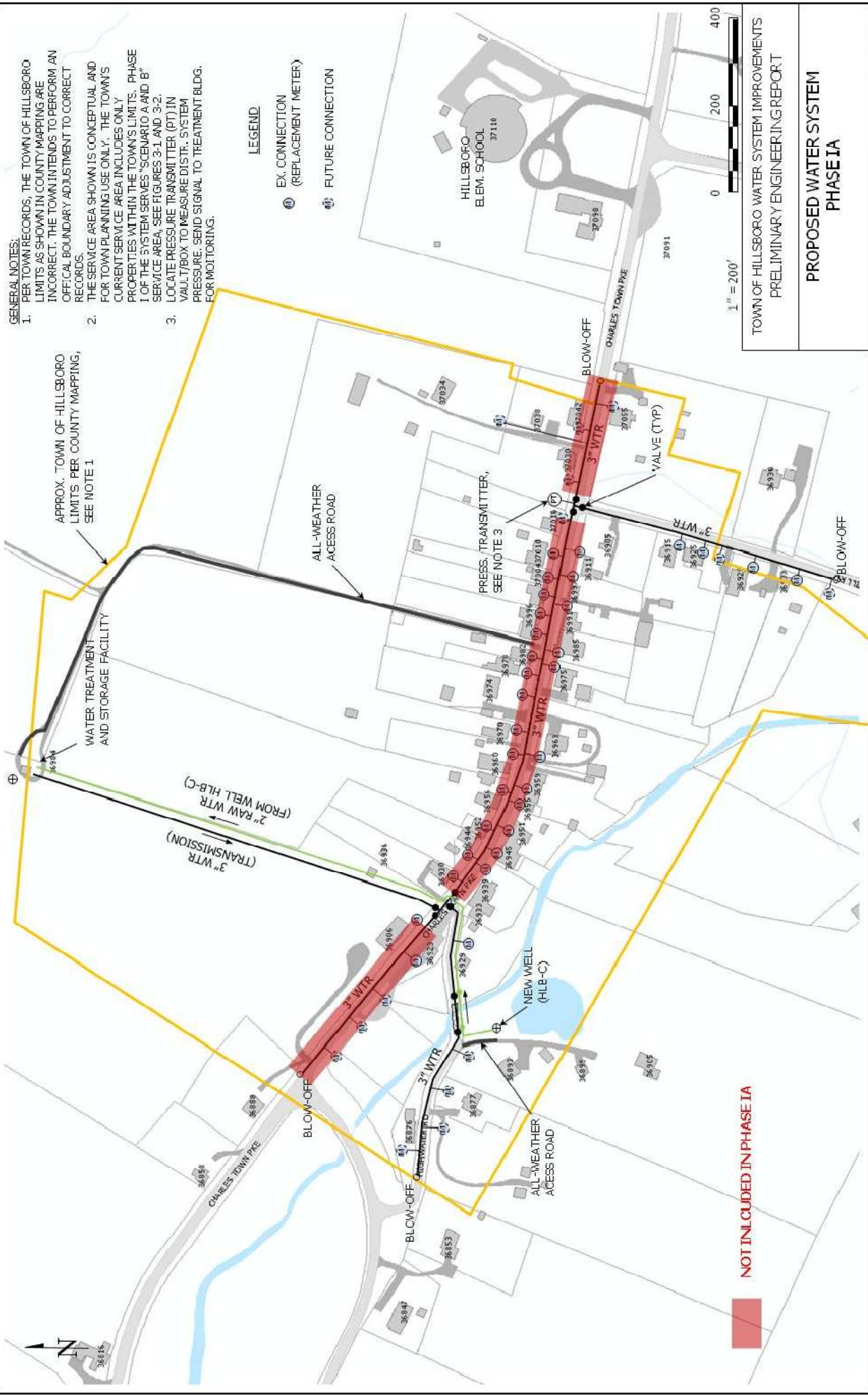
Signature _____ Date _____
 Name(Printed) _____ Title _____

SUBMIT THIS FORM WITH PROPOSAL

APPENDIX B

FIGURES

FIGURE 5-2



- GENERAL NOTES:**
1. PER TOWN RECORDS, THE TOWN OF HILLSBORO LIMITS AS SHOWN IN COUNTY MAPPING ARE INCORRECT. THE TOWN INTENDS TO PERFORM AN OFFICIAL BOUNDARY ADJUSTMENT TO CORRECT RECORDS.
 2. THE SERVICE AREA SHOWN IS CONCEPTUAL AND FOR TOWN PLANNING USE ONLY. THE TOWN'S CURRENT SERVICE AREA INCLUDES ONLY PROPERTIES WITHIN THE TOWN'S LIMITS. PHASE I OF THE SYSTEM SERVES "SCENARIO A AND B" SERVICE AREA. SEE FIGURES 3-1 AND 3-2.
 3. LOCATE PRESSURE TRANSMITTER (PT) IN VAULT/BOX TO MEASURE DISTR. SYSTEM PRESSURE. SEND SIGNAL TO TREATMENT BLDG. FOR MONITORING.

- LEGEND:**
- EX. CONNECTION (REPLACEMENT METER)
 - FUTURE CONNECTION

1" = 200'

TOWN OF HILLSBORO WATER SYSTEM IMPROVEMENTS
PRELIMINARY ENGINEERING REPORT

**PROPOSED WATER SYSTEM
PHASE IA**

NOT INCLUDED IN PHASE IA

APPENDIX C
PRELIMINARY PROJECT SCHEDULE

**CONSTRUCTION PROJECT SCHEDULE
FOR
VDH-OFFICE OF DRINKING WATER
FINANCIAL AND CONSTRUCTION ASSISTANCE PROGRAMS (FCAP)**

Project Name: Town of Hillsboro, Water System improvements

VDH Project Number: _____

Prepared By: Town of Hillsboro

Date: January 2013

ACTION	RESPONSIBLE PARTY	START DATE		COMPLETION DATE	
		PLANNED	ACTUAL	PLANNED	ACTUAL
<i>Note: Responsible Party is the person or firm to whom the task is assigned.</i>					
<i>This schedule includes key steps required to bring a project to Loan Closing.</i>					
<i>Several steps can be performed concurrently to expedite the overall process.</i>					
<i>Examples are the Environmental Review and Waterworks Business Operations Plan.</i>					
FUNDING APPLICATION & PROJECT MANAGEMENT					
1.	Obtain Governing Body approval for project.	Hillsboro		Completed	Completed
2.	Prepare and submit "Application for Construction Funds" and "Construction Project Schedule".	Hillsboro		Completed	Completed
3.	Designate local contact person responsible for project management; i.e., Recipient's Project Manager.	Hillsboro		Completed	Completed
4.	Attend Initial Meeting with VDH-FCAP staff.	Hillsboro		Completed	Completed
5.	If extended, accept VDH-FCAP initial offer of project funding terms.	Hillsboro		Completed	Completed
ENGINEERING					
6a.	Prepare Request For Proposal (RFP) for engineering services.	Hillsboro	2/1/13		2/19/13
6b.	Advertise for proposals.	Hillsboro	2/25/13		3/15/13
6c.	Evaluate proposals and conduct negotiations.	Hillsboro	3/18/13		4/5/13
6d.	Award contract to top ranked offeror.	Hillsboro	4/8/13		4/12/13
6e.	Sign contract.	Hillsboro	4/12/13		4/12/13
6f.	Submit engineer procurement information to VDH-FCAP Project Officer for approval.	Hillsboro	4/12/13		4/12/13
7.	Submit "Permit Application – Notification of Intent" to VDH-ODW Field Office.	Hillsboro	4/12/13		4/12/13
8.	Attend Preliminary Engineering Conference at VDH-ODW Field Office.	Hillsboro	4/25/13		4/25/13
9a.	Preliminary Engineering Report (PER) - Start Preparation.	Hillsboro		Completed	Completed
9b.	Submit PER to VDH-ODW Field Office for approval and forward a copy to VDH-FCAP Project Engineer. <i>(Comments or approval is normally given to applicant by VDH-ODW Field Office within 45 days of receipt. If the VDH-ODW Field Office returns comments, the Project Schedule may need to be adjusted.)</i>	Hillsboro		Completed	Completed
9c.	VDH-ODW Field Office approval of PER	VDH-ODW FO	--	Completed	Completed
10a.	Prepare Plans and Specifications (P & S).	Engineer	5/1/13		8/29/13
10b.	Submit P & S to VDH-ODW Field Office for approval and forward a copy to VDH-FCAP Project Engineer. <i>(Comments or approval is normally given to applicant by VDH-ODW Field Office within 60 days of receipt. If the VDH-ODW Field Office returns comments, the Project Schedule may need to be adjusted.)</i>	Engineer	8/30/13		8/30/13
10c.	VDH-ODW Field Office approval of P & S.	VDH-ODW FO	9/3/13		9/30/13

Approved By: _____

Date _____

Waterworks' Project Manager

**CONSTRUCTION PROJECT SCHEDULE
FOR
VDH-OFFICE OF DRINKING WATER
FINANCIAL AND CONSTRUCTION ASSISTANCE PROGRAMS (FCAP)**

Project Name: Town of Hillsboro, Water System improvements

VDH Project Number: _____

Prepared By: Town of Hillsboro

Date: January 2013

	ACTION	RESPONSIBLE PARTY	START DATE		COMPLETION DATE	
			PLANNED	ACTUAL	PLANNED	ACTUAL
ENVIRONMENTAL REVIEW						
<i>Section 7 of the "Procedural Guidelines (PG) for Virginia Water Supply Revolving Fund Recipients" describes the Required procedures. A Categorical Exclusion (CE) normally takes 60-90 days and an Environmental Assessment (EA) normally takes 90-120 days. An Environmental Impact Statement (EIS) is not included in the steps below as it is rarely required.</i>						
11.	Review PG #7 and determine type of review applicable for project. Discuss basis with VDH-FCAP Project Engineer.	Engineer	5/17/13		6/4/13	
12a.	If a CE appears to be appropriate, forward a request for a CE to the VDH-FCAP Project Engineer. Include required supporting documentation.	Engineer	6/4/13		6/4/13	
12b.	Coordinate the VDH-FCAP Project Engineers' site visit.	Engineer	6/11/13		6/11/13	
12c.	VDH-FCAP Project Engineer sends comments.	VDH-FCAP	6/12/13		6/12/13	
12d.	Respond to the VDH-FCAP Project Engineer's comments.	Engineer	6/18/13		6/18/13	
12e.	If VDH-FCAP concurs with a CE, publish the Public Notice provided by VDH-FCAP and allow for a 30 day comment period. Ensure a copy of the completed Public Notice Verification Sheet is provided to VDH-FCAP Project Engineer. Perform procedures in accordance with instructions provided by VDH-FCAP Project Supervisor.	Hillsboro	7/2/13		7/2/13	
12f.	If there are no significant adverse comments, the VDH-FCAP Division Director issues letter stating the environmental review requirement has been satisfied.	VDH-FCAP	7/31/13		7/31/13	
13a.	If an EA is required, develop EA in accordance with PG #7.					
13b.	Forward a written request transmittal to all appropriate review agencies, and allow for a 30 day review and comment period.					
13c.	Coordinate the VDH-FCAP Project Engineer's site visit.					
13d.	Prepare EA after review agencies' written responses are received. EA must satisfactorily resolve any review agency comments.					
13e.	Publish a Public Notice of public hearing at least 30 days prior to the date of the public hearing in accordance with PG #7. Ensure a copy of the completed Public Notice Verification Sheet is provided to the VDH-FCAP Project Engineer. The public hearing is held after the EA is completed.					
13f.	Provide two copies of the following information to VDH-FCAP Project Engineer.					
	-Copies of the review request transmittal letters to the review agencies.					
	-Copies of review agency comments.					
	-Response(s), as necessary, to the review agency comments.					
	-A summary or record of the public hearing along with the verification of public notice for the hearing (if not previously provided by the newspaper).					
	-EA or Revised EA (as appropriate).					

SCHEDULE ASSUMES THAT EA IS NOT REQUIRED BASED ON PER PROJECT SCOPE

Approved By: _____

Date _____

Waterworks' Project Manager

**CONSTRUCTION PROJECT SCHEDULE
FOR
VDH-OFFICE OF DRINKING WATER
FINANCIAL AND CONSTRUCTION ASSISTANCE PROGRAMS (FCAP)**

Project Name: Town of Hillsboro, Water System improvements

VDH Project Number: _____

Prepared By: Town of Hillsboro

Date: January 2013

	ACTION	RESPONSIBLE PARTY	START DATE		COMPLETION DATE	
			PLANNED	ACTUAL	PLANNED	ACTUAL
13g.	If USDA-Rural Development is a funding participant on the project, also send two copies of all items in 13f to them.					
13h.	VDH-FCAP Project Engineer sends comments.	VDH-FCAP				
13i.	Respond to the VDH FCAP Project Engineer's comments.					
13j.	If all comments are satisfactorily addressed, the VDH- FCAP Project Supervisor forwards a copy of the Finding of No Significant Impact (FONSI) Public Notice, a Public Notice Verification Sheet, an example transmittal letter, and instructions. Publish the Public Notice and allow for a 30-day comment period. Ensure a copy of the completed Public Notice Sheet is provided to the VDH-FCAP Project Engineer.		SCHEDULE ASSUMES THAT EA IS NOT REQUIRED BASED ON PER PROJECT SCOPE			
13k.	If no significant adverse comments are received from the public, the VDH-FCAP Division Director issues clearance letter completing the environmental review.	VDH-FCAP				
WATERWORKS BUSINESS OPERATIONS PLAN (WBOP)						
<i>If required, coordinate process with the VDH-ODW Field Office.</i>						
14a.	Prepare WBOP. Allow 120 days for preparation and approval.	Hillsboro	5/1/13		7/1/13	
14b.	Submit WBOP to VDH-ODW Field Office for approval.	Hillsboro	7/1/13		7/1/13	
14c.	Forward copy of WBOP to VDH-FCAP Project Officer.	Hillsboro	7/1/13		7/1/13	
14d.	VDH-ODW Field Office approval of WBOP.	VDH –ODW FO	7/2/13		7/2/13	
OTHER REQUIREMENTS						
15.	For Parity issues prepare and submit required information to VRA and other lenders 120 days prior to closing. Keep the VDH-FCAP Project Engineer informed of your progress.	Hillsboro	6/28/13		6/28/13	
16.	Obtain ownership to any land needed for the construction of the project. Immediately inform the VDH-FCAP Project Engineer of any complications which will delay the project.	N/A	--		--	
17.	Obtain easements for land needed for construction of the project. Immediately inform the VDH-FCAP Project Engineer of any complications which will delay the project.	Hillsboro	4/1/13		4/1/13	
18.	Obtain funding approval from other lender if project is being co-funded. Forward copy of funding approval or denial to the VDH-FCAP Division Director.	Hillsboro	TBD		TBD	
19a.	Submit draft Water Users Agreement to VDH-FCAP Project Officer for approval.	N/A	--		--	
19b.	Submit a signed Water Users Agreement and Certification to VDH-FCAP Project Officer for approval. Forward a copy of Certification to Virginia Resources Authority (VRA).	N/A	--		--	
20a.	Respond to VRA's request for information needed for their completion of the Credit Summary.	Hillsboro	w/in 7 days		--	
20b.	VRA completion of Credit Summary.	VRA	TBD		TBD	
21.	VDH State Health Commissioner authorizes final funding terms and issuance of loan commitment letters.	VDH	TBD		TBD	

Approved By: _____

Date _____

Waterworks' Project Manager

CONSTRUCTION PROJECT SCHEDULE
FOR
VDH-OFFICE OF DRINKING WATER
FINANCIAL AND CONSTRUCTION ASSISTANCE PROGRAMS (FCAP)

Project Name: Town of Hillsboro, Water System improvements

VDH Project Number: _____

Prepared By: Town of Hillsboro

Date: January 2013

	ACTION	RESPONSIBLE PARTY	START DATE		COMPLETION DATE	
			PLANNED	ACTUAL	PLANNED	ACTUAL
22a.	VRA forwards Commitment Letter and initial draft of the Financing Agreement and Grant Agreement (if applicable).	VRA	TBD		TBD	
22b.	Execute and return Commitment Letter provided by VRA.	Hillsboro	w/in 7 days		--	
CONSTRUCTION BID						
23a.	Prepare draft Construction Bid documents to include required VDH contract inserts, and bid advertisement.	Engineer	8/1/13		8/19/13	
23b.	Submit draft Construction Bid documents and bid advertisement to VDH-FCAP Project Engineer for concurrence prior to bid advertisement.	Engineer	8/20/13		8/20/13	
23c.	VDH-FCAP approval of Bid documents.	VDH-FCAP	8/21/13		8/21/13	
23d.	Inform VDH-FCAP Project Officer and VRA of readiness to proceed with loan closing.	Hillsboro	9/18/13		9/18/13	
23e.	Advertise for bids - (close loan 6 weeks later).	Hillsboro	9/9/13		10/8/13	
23f.	Tabulate bids.	Hillsboro	10/8/13		10/8/13	
23g.	Obtain MBE/WBE solicitation information from selected contractor prior to contract award.	Hillsboro	10/9/13		10/9/13	
23h.	Forward bid tabulation and other required documents, to include MBE/WBE information, to VDH-FCAP Project Officer for procurement concurrence.	Hillsboro	10/9/13		10/9/13	
23i.	Inform VDH-FCAP Project Engineer of date and location of Preconstruction Conference at least two weeks prior to meeting.	Engineer	11/1/13		11/15/13	
LOAN CLOSING						
24.	Secure the services of a bond counsel to begin the loan closing process 90 days before the project is advertised for receipt of bids.	Hillsboro	5/6/13		5/31/13	
25.	Submit Project Budget to VDH-FCAP Project Officer at the initiation of the closing process.	Hillsboro	10/4/13		10/4/13	
26.	Submit first Request for Disbursement to VDH-FCAP Project Officer two weeks prior to scheduled closing date.	Hillsboro	10/4/13		10/4/13	
27.	VDH approves loan closing.	VDH	10/14/13		10/14/13	
28.	Forward required closing documents to VRA.	Hillsboro	10/24/13		10/24/13	
29.	VRA approval of closing documents.	VRA	10/30/13		10/30/13	
30.	Closing Date - (6 weeks after bid advertisement).		11/4/13		11/4/13	
CONSTRUCTION						
<i>Construction can begin prior to loan closing with prior approval of VDH-FCAP</i>						
31.	Construction start date.	Hillsboro	11/11/13		11/11/13	
32.	Construction completion date.	Hillsboro	5/10/14		5/10/14	

Approved By: _____

Date _____

Waterworks' Project Manager

APPENDIX D

SAMPLE OWNER / ENGINEER CONTRACT

CONTRACT NO. Hill-2013-[xx]
Engineering Services: Design, Bid and Construction Phases
Water System Improvements, Phase 1A
Town of Hillsboro, Virginia

This CONTRACT (the "CONTRACT") is made this ____ day of _____, 2013, by and between the TOWN OF HILLSBORO, VIRGINIA (the "TOWN"), a municipal corporation, and _____ a _____ having a usual place of business at _____ (the "CONSULTANT").

Name of Consultant,
Form of Legal Entity Business Address

The Consultant and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. Provision of Services. The Consultant hereby agrees to provide the following services to the Town as detailed in Consultant's Proposal [title of the proposal] dated May 9, 2013, submitted to and accepted by the Town, as modified herein and approved by the Commonwealth of Virginia, Virginia Department of Health Scope of Work:

Design, bid-phase and construction-phase services for Town of Hillsboro Water System Improvements, Phase 1A, as described in the Town's RFP No. 2013-01 and subsequent negotiated scope of services (Attachment A).

The scope of services provided under this agreement may be modified with the approval of VDH-ODW to allow for design and/or construction of related system improvements.

The services to be provided by the Consultant hereunder shall in nature and quality meet or exceed those provided by like professionals or practitioners of Consultant's profession or trade working in the Northern Virginia area at the time of the services are to be provided under this contract.

All plans, drawings, specifications, reports, surveys, studies and other documents prepared for or by the direction of the Town under this Contract shall be deemed works made for hire and shall be the exclusive property of the Town, free of claims or encumbrances. Consultant shall provide to the Town documents and original copies in media that can be reproduced.

2. Contract Documents. The Contract Documents consist of this Contract, the Town's RFP No. 2013-01, together with any addenda to the RFP, the Consultant's proposal, [proposal title] dated April 19, 2013 and a negotiated scope of services (Attachment A). Where the terms of this Contract and the Consultant's proposal are at variance, the provisions of this Contract shall prevail.

3. Contract Term. The term of this Contract shall consist of the period of time: [identify time period]. The estimated start and completion dates are as follows:

Start date estimated June 1, 2013; completion date estimated June 10, 2014.

4. Contract Amount. The parties acknowledge that the Town has secured funding for the Water System Improvements, Phase 1A ("Project"), from the Virginia Department of Health through the Virginia Drinking Water State Revolving Fund and that all work is required to comply with applicable federal, state and local requirements, and that payment may be approved and remitted only in accordance with the requirements governing such funding. In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Consultant in accordance with the terms of paragraph 5 below.

Payment for services approved under this contract shall not exceed the sum of \$[set cap], unless additional funding is approved in writing by the Town.

5. Method of Payment. The Consultant shall submit invoices to the Town upon completion of each approved task, with all supporting documentation. Submission shall be made on Schedule 1, Drinking Water State Revolving Fund Program forms and forwarded to the Town Mayor, with copies to the Town Treasurer and Town Council representative, Amy Marasco, as follow:

[Set out email addresses to receive copies.]

Payment will be made upon receipt of an invoice, which details the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the contract number. Payment shall be made within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and approved by the Town and the State VDH, in accordance with this paragraph 5 of this Contract. Invoices shall be mailed to:

Roger L. Vance, Mayor
Town of Hillsboro
36966 Charles Town Pike
Hillsboro, VA 20134

6. Applicable Law and Courts. This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Consultant shall comply with applicable federal, state and local laws and regulations.

7. Assignment of Contract. This Contract shall not be assignable by the Consultant in whole or in part without the prior written consent of the Town. When the Consultant's proposal, referenced in paragraph 2 above, identifies a team or key personnel to be assigned to the Contract, Consultant may assign other personnel only with the consent of the Town, which shall not be unreasonably withheld. In the event any portion of the services required by this agreement are subcontracted, Consultant shall make a good faith effort to solicit bids from small, minority, disadvantaged and woman owned firms and shall notify the Town of how the requirements of this obligation were satisfied. Consultant and any approved subcontractor shall comply with the provisions of the Davis Bacon Act.

8. Audit. The Consultant shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

9. Indemnification. Consultant agrees to indemnify, and hold harmless the Town, its officers, agents, and employees from any damages and actions of any kind or nature, whether at law or in equity, arising from claims by third parties but only to the extent caused by the Consultant's willful misconduct or negligent acts or omissions, provided that such liability is not attributable to the willful misconduct or negligent acts or omissions of the Town or its authorized agents.

10. Contact Person. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

1. TOWN: Roger L. Vance, Mayor, 36966 Charles Town Pike, Hillsboro, VA 20134
2. CONSULTANT: *[Name and address]*

The parties may amend such addresses by written notice to the opposite party at the given address.

11. Termination. The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract. This contract may be terminated for cause by either party due to the other party's material breach of the terms of this Contract, upon fifteen days' written notice to the breaching party, provided that such breach is not remedied within such time.

12. Insurance Requirements. Consultant shall provide proof of insurance with the Town identified as an additional insured to the limits required by RFP No. 2013-01.

13. Integration Clause. This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

In witness whereof, the parties below execute this Contract as of the date first above written.

TOWN OF HILLSBORO

[Name of Consultant]

Roger L. Vance, Mayor