



TOWN OF HAYMARKET TOWN COUNCIL

CONTINUATION MEETING ~ AGENDA ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, August 8, 2016

6:00 PM

Council Chambers

1. Call to Order

2. Agenda Items

- A. FY 2017 Budget Amendment #1
- B. Town Center Engineering Contract- Holly Montague
- C. Capital Improvements Plan
- D. Enter into Closed Session
- E. Certification of the Closed Session

3. Adjournment



TO: Town of Haymarket Town Council
 SUBJECT: FY 2017 Budget Amendment #1
 DATE: 08/08/16

STAFF REQUEST

The Town Council adopted the following resolution on August 1, 2016. Council was provided the wrong resolution number. It is requested that the Town Council adopt the following resolution with the appropriate RESOLUTION #2016-013.

Motion

Move to adopt Resolution #2016-013 Amending the Fiscal Year 2017 Budget.

RESOLUTION 2016-013 FISCAL YEAR 2017 BUDGET AMENDMENT #1

WHEREAS, The Haymarket Town Council did adopt the Fiscal Year 2017 Budget on June 14, 2016, and

WHEREAS, Fiscal Year 2017 Budget did not fund all of its Capital Improvement Projects and is now desirous of funding, in part, some of the proposed Capital Projects;

WHEREAS, the Town has advertised and held a public hearing, as required by Virginia §15.2-2507

NOW THEREFORE, BE IT RESOLVED that the Haymarket Town Council authorizes the Town Treasurer to amend the Fiscal Year 2017 Budget as reflected below:

	Adopted Budget	Proposed Amendment
Operating Revenue		
Transfer in of Cash Reserves	0	225,000
Total Operating Revenue	2,100,300	2,325,300
Operating Expenditures		
Transfer out Cash Reserves to Capital Budget	0	225,000
Total Operating Expenditures	2,100,300	2,325,300
Capital Revenue		
Capital Grants	390,000	365,000
Transfer in from Operating	48,360	273,360
Total Capital Revenue	438,360	638,360
Capital Expenditures		
Town Center Master Plan	113,116	123,360
Community Park Master Plan	275,000	150,000
Pedestrian Improvement Project	375,000	350,000
Caboose Enhancement Project	15,000	15,000
Total Capital Expenditures	778,116	638,360



TO: Town of Haymarket Town Council
 SUBJECT: Town Center Engineering Contract
 DATE: 08/08/16

BACKGROUND

- The Town entered into contract with Rinker Design Associates (RDA) at the end of 2014 to prepare engineered Preliminary Plan, Final Site Plan and bid documents for the Town Center Project. In 2015 the Town added to the scope to provide architectural plans for the interior build out for the Police Department/Town Offices.
- The total agreed upon fee for the above services is \$268,890.57
- The Preliminary Plan has been waiting to be approved by Planning Commission and Town Council since April but has been delayed to revise ordinances for who can approve landscape waivers and then getting those waivers approved.
- Phase One of the interior build out has been designed and constructed. Phase Two is in design.
- The total fees incurred to date are \$119,333.41 (44.38%) leaving a remainder of \$149,557.20 (55.62%) remaining to be designed and billed.

ISSUE

- Does the Town want to stop the design process and associated fees?

OPTIONS

- Option One - Terminate the entire remaining Contract
 - Pro's:
 - The Contract allows for the Town to Terminate the Contract at the convenience of the Town.
 - The Town only needs to pay for services rendered to the time of terminating the contract.
 - The Town will not have to expend the \$149,557.20 for the design at this time.
 - Con's:
 - In order to start up the design of the Town Center again, the Town would need to re-advertise the design project.
 - Since we are under contract with RDA they have agreed to provide the services at 2014 and 2015 rates (provided the Town does not significantly delay the project). A new contract at a future date means the rates will be based on the year the contract is entered into.
 - The Preliminary Plan needs approving and the Final Site Plan has not been started. While this is a logical "break" or "end" point, a new Engineer will need to be caught up to speed on someone else's work which will add a time and cost to the project.
 - The Phase Two Build Out Design is in the middle of design. Due to the complexity of this work, the already determined phasing and the fact that the Phase Two Build Out Design is not at a logical "break" point, a new Engineer could possibly have to start over from the beginning of Phase Two design. This will add time and cost to the project.

- Option Two - Terminate the Site Plan Design portion of the remaining Contract and allow the Build Out Portion of the Contract to continue.
 - Pro's:
 - The Contract allows for the Town to Terminate the Contract at the convenience of the Town.
 - The Town only needs to pay for services rendered to the time of terminating the contract.
 - The Town will not have to expend the \$84,840.23 for the Final Site Plan design at this time.
 - Con's:
 - In order to start up the Final Site Plan again, the Town would need to re-advertise the design

- project.
 - Since we are under contract with RDA they have agreed to provide the services at 2014 rates (provided the Town does not significantly delay the project). A new contract at a future date means the rates will be based on the year the contract is entered into.
 - The Preliminary Plan needs approving and the Final Site Plan has not been started. While this is a logical “break” or “end” point, a new Engineer will need to be caught up to speed on someone else’s work which will add a time and cost to the project.
 - The Town would still need to expend \$64,716.93 to finish the interior Build Out design at this time.
- Option Three - Ask RDA if they will put the Site Plan Design portion of the remaining Contract on hold and allow the Build Out Portion of the Contract to continue.
 - Pro’s:
 - In order to start up the Final Site Plan again, the Town would NOT need to re-advertise the design project.
 - There will not be a time and expense associated with a new Engineering getting caught up to speed on the design.
 - The Town will not have to expend the \$84,840.23 for the Final Site Plan design at this time.
 - Con’s:
 - Should we ask RDA to put the project on hold, they would be well within their rights to ask for additional money to complete the Final Site Plan not at the 2014 rates, but at the rates of the year they are asked to start up again.
 - The Town would still need to expend \$64,716.93 to finish the interior Build Out design at this time.
- Option Four - Continue with both the Site Plan Design portion and Build Out Portion of the remaining Contract until completion.
 - Pro’s:
 - The Town would NOT need to re-advertise any portion of project.
 - There will not be a time and expense associated with a new Engineering getting caught up to speed on the design.
 - The Town will pay for the design completion at the 2014 and 2015 rates.
 - Con’s:
 - The Town would still need to expend \$149,557.20 to finish the Final Site Plan and Build Out design at this time.
 - Should the Town complete the design but postpone construction, the Town will need to pay additional money to check the design against the standards that are current at the time of construction and update the design as needed. While this will be at the rates for that year, it is not as intensive or involved as doing the entire design.

STAFF RECOMMENDATION

- Staff recommends the Town Council proceed with Option Four, Continue with both the Site Plan Design portion and Build Out Portion of the remaining Contract until completion due to the potential overall cost and time savings.

DRAFT MOTIONS

Option One

1. I move that the Town Council terminate the entire remaining Town Center Design Contract with Rinker Design Associates.

OR

Option Two

2. I move that the Town Council terminate the Final Site Plan Design portion of the remaining Town Center Design Contract and continue with the Build Out Portion until completion with Rinker Design

Associates (RDA).

OR

Option Three

3. I move that the Town Council ask Rinker Design Associates (RDA) if they will put the Final Site Plan Design portion of the remaining Town Center Design Contract on hold and continue with the Build Out Portion until completion.

OR

Option Four

4. I move that the Town Council continue with the Final Site Plan Design portion and the Build Out Portion of the remaining Town Center Design Contract until completion with Rinker Design Associates (RDA).

OR

5. I move.....

ATTACHMENTS:

- (1) TCMP RDA Change Order Phased Approach (January 25 2016) (PDF)
- Haymarket Town Center August 8 2016 Meeting Notes (PDF)
- RDA - Master Plan Contract (PDF)
- 06-16-2015 RDA Change Order (PDF)
- Heltzel Haymarket Amendment #2-CA rev1-signed (PDF)



Report on Town Center Master Plan-Engineering and Design (Change Order):

AGENDA **Town Council** **DATE: January 25, 2016**

SUBJECT: Recommendation for Town Center Master Plan- Engineering and Design (Change Order)

ISSUE: Authorize Town Manager to sign change order with RDA, our Engineer for the Town Center Master Plan- Engineering and Design

BACKGROUND:

- The Town issued RFP on June 5, 2014 for Engineering Services for the Town Center Master Plan Design and Engineering.
- On June 16th we received 4 proposals from 4 qualified firms offering their services.
- The Town Engineer, Town Planner and Town Manager reviewed the proposals and selected 3 of the 4 firms for an interview based upon the merit of their proposals and understanding of the project.
- On Wednesday, August 20th the Town Engineer and Town Manager interviewed 2 of the 3 candidates. These interviews were with J2 Engineering and Christopher Consultants. The Town Planner could not make the interview, but the three of us corresponded on the questions for the interviews.
- On Thursday, August 21st the Town Engineer and Town Manager concluded our interviews with the 3rd candidate RDA.
- The Town Engineer, Planner and Manager went over the interviews and the results assessing which firm had the best grasp of the goals and objectives of the project and formulated a recommendation, slated to present at the Work Session held on Monday, August 25th.
- The Manager, Engineer and Planner recommend moving forward with the proposal by RDA.
- Due to the large agenda of the work session, the Town Manager never did get the opportunity to discuss the recommendation with Council.
- The Manager got in touch with Mayor Leake the following day to inquire if he should go ahead and negotiate the proposed contract for the engineering work.

ADDITIONAL BACKGROUND (January 20, 2016):

- A change order was approved in August 2015 to authorize the Engineer hiring an architect and additional design criteria not originally specified in the original contract.
- The change order being proposed is the additional costs to the architect that covers breaking the design into three separate phases for the interior design.

DISCUSSION: (January 20, 2016):

- Our Town Attorney has reviewed the change order and has approved as it is written.
- The change order being proposed is the additional costs to the architect that covers the design into three separate phases for the interior design with regard to the mechanical, electrical and structural changes that have to be addressed in stages of construction, verses a single design and construction process.
- The proposed Change Order provides the following details:

Architectural Plan and Coordination: Prepare Architectural Permit and Construction Documents, and Mechanical, Electrical and Plumbing Documents, and Specifications and Bidding Documents in (3) three separate phases, including the following, for the purposes of expediting the construction. This work will be performed by John F. Heltzel, AIA as a sub consultant to RDA.

Phase 1

- Scope of work to include the approximately 1,600 square foot of area for the Police Department, as shown in Phase 1 Schematic.
- No proposed work in center core areas or building exterior.
- No proposed plumbing work.

Phase 2

- Revise Phase 1 documents to expand scope to include center core areas including Lobby, two new restrooms, and provide access to existing Town Hall offices, as shown in Phase Schematic.
- Reconfiguration of electric service and incoming switch gear to accommodate future expansion.

Phase 3

- Complete documents for all remaining work that was not included in Phase 1 and Phase 2, as shown in Phase 3 Schematic, as well as second floor modifications as required for building addition and access to proposed elevator and stairwell. No other second floor tenant interior modifications will be included. This will include exterior renovations as proposed in the original scope of work.

TOWN MANAGER'S COMMENTS: (January 20, 2016)

- By breaking the work into three separate phases, I believe that it is in our better interest to except the change order as presented to better accommodate the expedited design schedule for the Police Department.

POTENTIAL QUESTIONS:

- How soon can the architect complete the Phase 1 Design for a bid package?
- What is the next step after Phase 1 design is complete?
- Is the project taking longer than we anticipated?

BUDGET IMPACT:

The change order will have negative impact to the overall engineering and design budget. The total impact is not that great and the end result will be a logical planned approach to phase the interior construction.

RECOMMENDATION:

Staff recommends the approval of the change order so that we can continue to move forward on the project.

MOTION:**Motion of Approval:**

I move to authorize the Town Manager to execute the change order for the Town Center Master Plan Design and Engineering with RDA Civil Engineering firm. Furthermore the funds for this contract shall come from the designated line item of Town Center Master Plan (design and construction).

Motion of Denial:

I move to ...

Haymarket Town Center
Meeting Notes
August 8, 2016

Building Design Status

- Approximately 95% complete of design services currently under contract for the overall building renovation.
- Original agreement was to provide services in two Parts:
 - Building Renovations and Additions, to include the building core areas, exterior façade, and elevator/stairwell addition.
 - Interior Tenant Build-outs, to include the police department area and Town Hall area.
- We were requested to restructure the design process into three Phases:
 - Phase One: Police Department Interior
 - Phase Two: Core Renovations, including lobby and restrooms.
 - Phase Three: City Hall interior renovations, elevator/stairwell addition and exterior façade.
- We were requested by the Town to provide additional Construction Administration services for Phase One, and that has been completed. We did not utilize the entire fee for those services.
- Phase One design has been completed, and has been built.
- Phase Two design has been completed and submitted to the Town, and are ready for building permits.
- Phase Three is approximately 95% complete and ready to submit to the Town for final review and approval.
- The building design has been submitted and approved by the Town Architectural Review Board.
- On July 7, 2016 John spoke with Jennifer Preli, the Town Clerk. She informed him that Brian Henshaw, the Town Manager, is no longer working with the Town, and that she would handle the project in the interim. John told Ms. Preli that we were approximately 85% complete of the design services. She indicated that work on the project should continue.
- On August 2, 2016 we were requested by RDA to stop all production work on the project, and were requested to attend a meeting to review the project status and potential options for moving forward.

Preliminary Building Cost Estimates

• Phase One: Police Department Interior	\$220,000
• Phase Two: Core Renovations	\$110,000
• Phase Three: Addition and Façade	<u>\$1,100,000</u>
○ Total	\$1,430,000

Attachment: Haymarket Town Center August 8 2016 Meeting Notes (2898 : Town Center Engineering Contract)

HAYMARKET TOWN CENTER QUANTITY AND COST ESTIMATE								
Item/Description	Quantity	Unit	Unit Cost	Total Mat. Cost	Total Labor Cost	Total Unit Cost	Subtotal Cost	

Demolition							
Demolition of existing asphalt, curb, concrete, grav	1.00	LS	\$ 30,000.00	\$ 30,000.00	included	\$ 30,000.00	\$ 30,000.00
							\$ 30,000.00

Site Work							
Clear and Grub,Excavation, Cut to Fill, etc.	1.00	LS	\$ 40,000.00	\$ 40,000.00	included	\$ 40,000.00	\$ 40,000.00
							\$ 40,000.00

Landscaping							
Permanent Seeding, Trees, Shrubs	1	LS	\$ 30,000.00	\$ 30,000.00	included	\$ 30,000.00	\$ 30,000.00
							\$ 30,000.00

E&S Control							
E&S Measures	1	LS	\$ 20,000.00	\$ 20,000.00	included	\$ 20,000.00	\$ 20,000.00
							\$ 20,000.00

Parking Lot Pavement							
Pavement, curb and gutter, sidewalk, etc.	1	LS	\$ 225,000.00	\$ 225,000.00	included	\$ 225,000.00	\$ 225,000.00
							\$ 225,000.00

Jefferson Street Pavement							
Pavement, curb and gutter, sidewalk	1	LS	\$ 50,000.00	\$ 50,000.00	included	\$ 50,000.00	\$ 50,000.00
							\$ 50,000.00

Storm Drainage							
pipes, inlets, manholes	1	LS	\$ 65,000.00	\$ 65,000.00	included	\$ 65,000.00	\$ 65,000.00
							\$ 65,000.00

Stormwater Management/BMP							
BMP Swale, Bioretention, Porous Pavement	1	LS	\$ 75,000.00	\$ 75,000.00	included	\$ 75,000.00	\$ 75,000.00
							\$ 75,000.00

Utilities							
Electric Utility Pole and Pedestal Relocation (includes underground and overhead relocation)	1	EA	\$ 50,000.00	\$ 50,000.00	included	\$ 50,000.00	\$ 50,000.00
Communication Relocation (includes Verizon and Comcast underground and overhead relocations)	1	EA	\$ 35,000.00	\$ 35,000.00	included	\$ 35,000.00	\$ 35,000.00
							\$ 85,000.00

HAYMARKET TOWN CENTER QUANTITY AND COST ESTIMATE

Item/Description	Quantity	Unit	Unit Cost	Total Mat. Cost	Total Labor Cost	Total Unit Cost	Subtotal Cost
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Walls/Fences

Feature Walls with Entrance Sign, Fence	1	LS	\$ 60,000.00	\$ 60,000.00	included	\$ 60,000.00	\$ 60,000.00
							\$ 60,000.00

Surveying/Inspections

Construction Stakeout	1	LS	\$ 10,000.00	\$ 10,000.00	included	\$ 10,000.00	\$ 10,000.00
As-Built	1	LS	\$ 3,000.00	\$ 3,000.00	included	\$ 3,000.00	\$ 3,000.00
Geotechnical Inspections	1	LS	\$ 10,000.00	\$ 10,000.00	included	\$ 10,000.00	\$ 10,000.00
							\$ 23,000.00

Traffic

MOT	1.00	LS	\$ 30,000.00	\$ 30,000.00	included	\$ 30,000.00	\$ 30,000.00
							\$ 30,000.00

Total Summary

Demolition	\$ 30,000.00
Site Work	\$ 40,000.00
Landscaping	\$ 30,000.00
E&S Control	\$ 20,000.00
Parking Lot Pavement	\$ 225,000.00
Jefferson Street Pavement	\$ 50,000.00
Storm Drainage	\$ 65,000.00
Stormwater Management	\$ 75,000.00
Utilities	\$ 85,000.00
Walls/Fences	\$ 60,000.00
Surveying/Inspections	\$ 23,000.00
Traffic	\$ 30,000.00
Subtotal	\$ 733,000.00
Contingency (10%)	\$ 73,300.00
Tax (5%)	\$ 36,650.00
Profit (10%)	\$ 73,300.00
Overhead (10%)	\$ 73,300.00
Mobilization	\$ 79,216.25
Grand Total	\$ 1,068,766.25



Date: August 08, 2016

Mobilization calculated per VDOT Specification #513.01 (\$20,000 plus 7.5% of total contract amount minus \$200,000)

**TOWN OF HAYMARKET
CONTRACT FOR ENGINEERING SERVICES**

This Contract is entered into this 29th day of September, 2014, by and between the Town of Haymarket, a municipal corporation, and RDA (hereinafter, "Contractor").

I) FORMATION

A) Conditions Precedent and Ongoing Obligations:

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. The Contractor shall submit evidence to the Town that all condition precedents have been met and the Town shall issue an acknowledgement and a Notice to Proceed prior to the Contractor commencing work. The Contractor will maintain each of these conditions as ongoing conditions of the Contract, and failure to maintain any of these conditions shall constitute a breach of the Contract.

- 1) Insurance: The Contractor must provide proof of insurance in reasonable amounts required by the Town.
- 2) Permits and licenses: Contractor and individuals designated to perform work under this Contract are responsible for obtaining and maintaining all necessary licenses and permits.
- 3) Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.
- 4) The Contractor must have or provide all equipment, software, tools, office space and personnel necessary for the work.

B) Parties

- 1) The parties to this Contract are the Town of Haymarket and the Contractor.
- 2) Neither this Contract, nor any part hereof, may be assigned or subcontracted by the Contractor to any other party without the express written permission of the Town in advance. No assignment or subcontracting without such permission will relieve the Contractor of any responsibility under this Contract.
- 3) There are no intended third party beneficiaries of this Contract.
- 4) The Contractor represents that he has the ability to perform all work required by this Contract and bears all responsibility for management, performance, and payment of

any subcontractors utilized by the Contractor. The Contractor will, as soon as practicable after award of the Contract, give the Town a written list of each proposed subcontractor and the work to be done by that subcontractor. The Town shall, after reasonable investigation, promptly inform the Contractor if it objects to a particular subcontractor. If the Town objects, the Contractor will not use that subcontractor for any part of the work and shall promptly submit in writing for the Town's approval the name of another subcontractor (or propose to use the Contractor's own forces) to perform those portions of the work. The Contractor will not change a subcontractor without giving the Town written notice of the proposed new Subcontractor and receiving the Town's approval after reasonable investigation. If the Town objects, the Contractor will either retain the existing subcontractor or propose a different subcontractor to the Town for approval. It is the Contractor's responsibility to obtain subcontractors whom the Town approves, and no delay due to the Town's objection to a subcontractor will authorize any change in the time required to perform the work. Under no circumstances may any subcontractor enter into a further subcontract with a lower-tier subcontractor.

C) Authority to Execute

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D) Incorporation of Documents

The Contract consists of this document, the Town's Request for Proposal (including Contractor's compliance with the terms of all "Required Forms" as set forth in Section 6.0 of the Proposal), the Contractor's Scope of Work and Fee Proposal dated September 15, 2014, and the Town's "Policies Regarding the expenditures of Town Funds" ("Town Policy"), which is hereby incorporated by reference and fully made a part of the Contract. If anything in this document conflicts with the Town Policy, Town Policy shall control over the inconsistent terms in this document, to the extent of the conflict.

E) Effective Date

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Town Manager signs the Contract, and (3) the date that all conditions precedent to formation are satisfied.

II) PERFORMANCE

A) Scope of Services

- 1) Contractor shall provide those services specified in Section 2.3 of the Town's Request for Proposal, but excluding professional management during construction. Pursuant to Section 2.2-4301 of the Code of Virginia, professional management during construction shall be deemed to be Phase II of this Contract. The Town has hereinbefore in its Request for Proposal stated the intended total scope of the work.
- 2) Contractor shall furnish its own office space and equipment.
- 3) Contractor shall submit status reports on request.
- 4) Persons assigned to perform work for the Contractor will be acceptable to Town Council.
- 5) Contractor shall maintain records in accordance with PRA and make the same available to the extent required under FOIA.
- 6) All documents of the Contractor relating to the scope of this Contract shall be and remain property of the Town. Contractor shall maintain, produce, and destroy all such documents in accordance with the Code of Virginia and the General Schedules of the Library of Virginia.

B) Contacts

In addition to the Contract Administrator and the Contractor's Representative designated in Article VI hereof, the parties may designate additional contacts for exchange of information.

C) Acceptance of Work

Performance of the work and delivery of all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

D) Warranty

The Contractor warrants that all Services it performs will be of good quality and meet the specifications of this Contract.

E) Invoices

- 1) Vendor will submit all its invoices for payment in the fiscal year in which the Services were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
- 2) The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.

F) Contract Payment Amount

This Contract is based upon the hourly rate schedule provided by the Contractor in its proposal dated September 14, 2014. All work will be performed and invoiced for a lump sum base contract amount of \$103,705.73 including \$3,700.00 for prints, deliveries, reimbursable expenses, and optional services.

- 1) In return for the services that are the subject of this Contract, and subject to paragraph IV)C) of this Contract relating to "Termination for Non-Appropriation," the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later.
- 2) Within seven days after receipt of amounts paid to the Contractor by the Town for satisfactorily completed performance, Contractor agrees to:
 - a) Pay each subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
 - b) Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

If the Contractor after having received payment for the Owner fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the Owner. Under no circumstances will the Town pay or reimburse this interest payment.

- 3) Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month against the Contractor on any unpaid amounts owed to each subcontractor.
- 4) Contractor must provide its federal employer identification number to the Contract Administrator before payment can be made.
- 5) The Town may offset any payment due to Contractor by any debt shown on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

III) TERMINATION

A) Termination for Default

- 1) Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
- 2) The party claiming default shall provide written notice and an opportunity to cure the default to the other party before terminating the Contract for default.
 - a) Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default, and the allowable time period to cure the defect ("cure period").
 - b) If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
- 3) If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
 - a) No cure period shall be required in the following circumstances, and the non-defaulting party may immediately terminate the Contract by Notice of Default to the defaulting party in an emergency endangering life, safety, or the operation of the public streets.

B) Termination for Convenience

- 1) The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator,

with the concurrence of the Town Manager, determines that such termination in the best interest of the Town.

- 2) Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
- 3) The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Town Manager and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.
- 4) Upon termination pursuant to this Section, Contractor shall be paid for work performed but shall not be entitled to any other compensation.

C) Termination for Non-Appropriation

- 1) If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
- 2) If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
- 3) Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

D) Payment Upon Termination

- 1) Upon receipt of a Notice of Termination, the Contractor shall:
 - a) Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - b) Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination);
 - c) Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination);
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and

- e) Use its best efforts to mitigate expenses to the Town which may be sustained by the Contractor or any of its subcontractors as a consequence of termination.
- 2) After complying with the foregoing provisions, the Contractor shall submit a final invoice within thirty days unless an extension is granted by the Contract Administrator. This final invoice shall document all amounts due under this provision.
- a) Upon receipt of the Contractor's final invoice, the Contract Administrator, with the approval of the Town Manager, shall pay from the appropriate budget category the undisputed amount due for services rendered through the effective date of the Termination.
 - b) If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the appropriate budget category the amounts due without duplicating any amount which may have already been paid under the preceding paragraph of this clause the undisputed amount due.
 - c) If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may appeal any claim to the Town in accordance with paragraph V(C)1), Submission of Disputes.
- 3) The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

IV) ADDITIONAL REQUIREMENTS

A) Employment Discrimination

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each subcontractor to do so. The Contractor also agrees as follows:

- 1) The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) 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 paragraph.
- 4) The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B) Ethics

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this Contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C) Drug-Free Workplace

During the performance of this Contract, the Contractor agrees to:

- 1) Provide a drug-free workplace for the Contractor's employees.
- 2) 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 3) State in all solicitations or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 4) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

D) Faith-Based Organizations

The Town of Haymarket in procuring goods and services shall not discriminate against a faith-based organization on the basis of the organization’s religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

E) Foreign And Domestic Businesses Authorized to Transact Business in the Commonwealth

- 1) A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 2) A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

V) DISPUTES

A) Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the applicable provisions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. This Contract is also governed by the applicable Town Policies.

B) Hold Harmless

- 1) To the fullest extent permitted by law, except where such claims are defended and indemnified against by insurance, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against

the Owner and expenses of every nature and description, including reasonable attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract. Nothing in this provision shall affect the availability or priority of insurance coverage.

- 2) Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

C) Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

- 1) Submission of Disputes: A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested.
- 2) Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Manager's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Town Manager a written appeal addressed to the Town Council. The Town Council shall consider the appeal and render its written decision within forty (40) days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of a properly appealed decision of the Town Manager's designee, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

D) Venue

Any action brought under this Contract must be brought in the state courts for the County of Prince William and may not be removed to the Federal Court system.

E) Limitations on Actions

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F) Waiver of Jury Trial

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

G) Attorney's Fees

If the Town prevails in any litigation brought under this Contract, it shall be entitled to recover its reasonable attorney's fees and costs from the Contractor.

VI) MISCELLANEOUS

A) Definitions

Capitalized terms that are defined in the VPPA or Town Policy have the same meanings in this Contract as are given in that law or policy. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

- 1) "Contract Administrator" means the person designated by the Town Manager to administer the Contract for the Town. The initial Contract Administrator is Holly Montague, P.E., Town Engineer, but the Town Manager may designate a new Contract Administrator by notice to the Contractor.
- 2) "Contractor's Representative" means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor's Representative is SHARON DUSZA but the Contractor may designate a new Contractor's Representative by notice to the Town.

- 3) "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 this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- 4) "Notice of Default" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
- 5) "Notice of Termination" means a notice sent to the other party's designee (Contract Administrator for the Town, Contractor's Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
- 6) "Town" means the Town of Haymarket, Virginia, the Town Manager, or the Manager's designee assigned responsibility for this Contract.

B) Time of the Essence

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

- 1) Contractor shall provide the Contract Administrator a schedule of work to be performed and shall keep the Contract Administrator informed as to progress or delays in the schedule. It is anticipated that all work will be completed within eighteen (18) months from the date hereof.
- 2) The Town shall not be liable to Contractor for any delays or for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other work or anticipated work.

C) Integration Clause; Modifications to the Contract

- 1) This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
- 2) All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative.

- 3) The Contract Administrator, with the concurrence of the Town Manager, shall have the authority to obtain additional services from Contractor. Any such agreement for additional services shall be in writing specifically designated to be a "Change Order."
 - a) Change Orders shall be limited to services for which Contractor has all necessary licenses, permits, insurance, and personnel, and Contractor shall expressly represent to that effect.
 - b) Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
 - c) The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
 - d) No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D) Examination of Records

- 1) The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving the transaction of public business related to this Contract. This right does not extend to personnel records, trade secrets, or other confidential or proprietary information. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
- 2) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor subject to the restrictions set out in paragraph VI)D)1), above. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

IN WITNESS WHEREOF, the Town of Haymarket has caused its name to be hereunto subscribed by Brian Henshaw, its Town Manager, with its corporate seal hereunto duly affixed and attested by its Clerk, pursuant to authority heretofore duly granted by the Town of Haymarket; and

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

THE TOWN OF HAYMARKET

CONTRACTOR

By:

Brian P. Henshaw
Brian Henshaw, Town Manager

Sharon D. Duszka
Contractor's Representative

SHARON D. DUSZA, PROJECT MANAGER
Print Name and Title

ATTEST:

ATTEST:

[Signature]
Clerk
9/29/2014
Date

[Signature]
Its: President
9/30/14
Date



SCOPE OF WORK

Scope of Work—Town of Haymarket Town Center Redevelopment Project

Rinker Design Associates, P.C. (RDA) proposes to provide professional engineering, surveying, utility designating, geotechnical exploration and construction inspection services to the Town of Haymarket for the Town Center redevelopment project which will include the following tasks as described in the Request for Proposal and outlined herein.

Task 1: Preliminary Engineering and Design of Improvements

Task 1 will include the preliminary design services for site work improvements including:

- a. Review of the adopted Town Center Master Plan with staff.
- b. Review desired outcomes and future needs of complex.
- c. Site Topographic Survey, Boundary Survey, Utility Designations and Sub-surface Investigation.
- d. Prepare preliminary design of improvements.
- e. Coordinate with staff and Council to finalize the preliminary design of improvements.
- f. Prepare construction cost estimate based on final preliminary design.

Task 2: Final Engineering and Design of Improvements

Task 2 will include the final engineering and design of improvements including:

- a. Prepare detailed construction plans.
- b. Prepare technical specifications.
- c. Prepare final cost estimate of the improvements.
- d. Prepare phasing plan for construction to ensure that the existing users of the Town Center Complex can maintain their daily operations with minimal disruption during the construction.
- e. Prepare Bid Documents.
- f. Provide assistance in answering technical questions during bidding process.

Task 3: Assistance During Construction

Task 3 will include services during construction to include the following:

- a. Construction management.
- b. Review of shop drawings/submittals from contractor.
- c. Construction inspection.

RDA will provide the services as described in the RFP more particularly as described below:

Task 1: Preliminary Engineering and Design of Improvements

- RDA will establish horizontal and vertical control and perform the necessary courthouse research to complete a field run boundary and topographic survey of the subject properties, including a 50' overlap to adjacent streets and properties and map existing conditions. The survey will include location and elevation of all above ground and visible storm drains and utilities and all data which may be required for the preparation of final plans, construction contract drawings and



SCOPE OF WORK

- easement or street dedication plats. The survey will be in conformance with the Virginia Coordinate System of 1983, with a minimum closure of 1:35,000. To include a survey of each storm drain outfall at least 100 feet downstream of the roadways or to the nearest structure or outfall point, whichever is farther.
- Sufficient property corner ties will be made to permit accurate computation of all property lines affected by the proposed project. Apparent voids or overlaps in property lines will be noted and shown. The purpose of this information is to allow the Town to set or reset property corners in areas disturbed during construction as well as for plat preparation.
 - RDA's sub-consultant, Mid-Atlantic Utility Locating, Inc. (MAUL), will designate existing underground utilities within the project redevelopment area and RDA will field locate these paint marks and flags for incorporation of these utilities into the survey. Scope excludes utility test pits and asbuilts at this time.
 - RDA's sub-consultant, DMY Engineering Consultants Inc (DMY), will perform a sub-surface geotechnical exploration of the site and provide a geotechnical report and recommendations. This investigation will entail several geotechnical borings, analysis of the pavement structure and recommendations for soil support and pavement reconstruction. For this project we do not anticipate any wetland delineation or permitting or any need for a Phase 1 Environmental Site Assessment.
 - An initial letter notifying all adjacent properties of the survey activities will be prepared and sent by RDA, on behalf of the Town of Haymarket, by mail at least 10 days prior to the start of fieldwork. This letter is to be reviewed and approved by the Town of Haymarket prior to sending. In addition to the early notification, RDA and/or its survey crew will make every effort to advise the property owners of their presence prior to entering on any property to perform the survey work. This notification procedure should be especially adhered to on all properties that will require the cutting or trimming of trees, brush, undergrowth, etc. Crew notification may be accomplished by telephone or by survey personal directly informing each resident or landowner/caretaker.
 - All topography and physical features will be maintained by RDA and updated on project maps as required through the term of the contract.
 - RDA will establish field controls necessary for the construction of the project. Information for the field control will be supplied to the Town and/or selected contractor once established.
 - RDA will review the design concepts provided as part of the Master Plan development, select appropriate features that merit consideration for the final design of the project and meet with the Town's staff and development committee to assess the preliminary design and establish the development program.
 - RDA will prepare the 30% preliminary design plan and review the desired outcomes and future needs of the complex, including evaluation of parking studies and needs, traffic circulation patterns, layout of the town green, pedestrian circulation and improvements, site furnishings, setbacks, landscaping, typical pavement sections, improvements to Jefferson Street and best fit/most cost effective stormwater management/LID practices.



SCOPE OF WORK

- RDA will prepare a preliminary Engineer's Opinion of Costs, coordinate and meet with Town staff and Council to address concerns and comments and finalize the preliminary design of improvements.

Task 2: Final Engineering and Design of Improvements

- Plans will be developed in accordance with the Town's zoning ordinance, design and construction standards and VDOT Road and Bridge Standards and specifications.
- Final Construction Plans will be prepared for the project consistent with the 30% preliminary engineering documents. Revisions required during the preliminary design process will be incorporated into the final design plan. Construction details will be added to the plan assembly in accordance with the Town's minimum submission requirements. Final constructability reviews will be performed, and final plan revisions incorporated.
- Stormwater management design will be completed and we will provide all computations and details necessary for review, approval and construction. Final SWM design will be in accordance with the new state stormwater management requirements for redevelopment.
- Prepare a landscape, hardscape and site furnishings plan for the final development. Portions of this work may come in the form of a performance specification or allowance for a bid alternate.
- Prepare a utility conflict assessment and evaluate the need for test pits or other additional utility location services not included herein.
- Technical specifications will be prepared for all site work, roadway and drainage improvements for incorporation into the contract documents.
- Prepare a construction phasing plan for the construction project to ensure functionality of the site and users throughout the construction project.
- Once the final design plan has been completed and reviewed with the Town staff and comments and concerns have been addressed, RDA and Town staff will establish a schedule for ARB, Planning Commission and Council hearings to formally accept the plan for review by related Town, VDOT and PWCSA agencies.
- Prepare street dedication and easement plat, if required for VDOT acceptance and maintenance of related street and drainage improvements. To include establishment of new property corners.
- Prepare Maintenance of Traffic and pavement striping plan for Jefferson Street in accordance with VDOT and MUTCD standards and specifications and submit to VDOT for review and approval.
- Submit and process the final design plan through all agencies having jurisdiction, including meetings, comment revisions and responses and resubmissions as necessary to obtain all approvals from authorities having jurisdiction.
- Prepare presentation materials and attend all required ARB, PC and Town Council hearings.
- Required Special Provisions will be prepared, and final cost estimate will be prepared and submitted to the Town for review.
- Assist Town with preparation of final bid documents and assist the Town in answering technical questions and bidding out the project. Address any requests for clarification, prepare bid



SCOPE OF WORK

addendums, review bids for consistency with the contract documents and make a final recommendation to Council. Assumes the Town will be responsible for providing all bid and construction -contract documents.

- Prepare the required Stormwater Pollution Prevention Plan (SWPPP) as required for the submission of the Virginia Stormwater management Program (VSMP) permit. Assumes the Town will complete the permit application and submit the package to the VDEQ for registration.
- Assumes all bonds, escrows, site permits and permit fees will be the responsibility of the Town. Includes application to VDOT for a roadway and entrance construction permit.

Task 3: Assistance During Construction

Assistance during construction will be negotiated and provided under a separate task order following completion of plans and bidding of the project.

Deliverables

RDA will provide the Town of Haymarket the following deliverables:

1. A schedule of design activities for each phase showing the initial date of notice to proceed, completion date for each design phase and bar chart showing item number of each task, duration in days and start/finish dates.
2. Proposed plans sheet list for the final site plan set.
3. A monthly progress report describing the work accomplished to be submitted with all invoices.
4. Plans for Town review plus five (5) additional advance hard copy sets of plans for each submission required to obtain Town, VDOT, and PWCSA approval. For each review phase, the following number of plan sets will be delivered to the Town:
 - a) Preliminary Submission Sets—12
 - b) Final Submission Sets—20
 - c) Bid Documents-5 full sets and 20 CDs
(Assumes 45 sets of 20 plan sheets total.)
5. Original record plats sealed by a surveyor registered in the Commonwealth of Virginia.
6. Original plans will be sealed by a principal of the firm registered in the Commonwealth of Virginia. Mylar reproducible of penciled originals, varitype letter press, stick-on letters and zipatone will not be accepted.
7. Two (2) hard copies and an electronic copy of any required special provisions.
8. One (1) hard copy and one (1) electronic copy of the final construction estimate and the quantity take off.
9. Three (3) bound and referenced copies of all design calculations all signed and sealed by the registered Professional Engineer.
10. One (1) bound copy of all deed research, including instruments and plats, of the recorded land records used to determine the limits of property, existing easements and right-of-way.



Professional Engineering Services for the Town of Haymarket Town Center

SCOPE OF WORK

11. One (1) bound copy of the survey field book and notes signed and sealed by registered Professional Surveyor.
12. Electronic files of the entire project to be utilized for the construction as it relates to the proposed design, property corners, etc.
13. All digital map data in Autocad format (RDA will also provide a listing describing the data files and data elements included in the digital data delivery).

Exclusions

- Review and Application Fees
- Site Lighting Plans
- Private Utility Design
- Post-Construction As-Built Plans
- Mitigation Plans (of any type)
- Permit Fees (unless specified)
- Environmental Mitigation Costs
- Deed Preparation
- Construction stakeout, Utility Easement and Utility Relocation Stakeout
- Work Zone TIA
- VDOT Street Acceptance Package

Professional Engineering Services for the

Town of Haymarket Town Center



SCOPE OF WORK

Our proposal fee for providing basic engineering and surveying services described as Tasks 1 and 2 above shall be performed for a base contract lump sum amount of \$ 103,705.73, including \$ 3,700.00 for reimbursable expenses and optional infiltration testing for this project.

No work will be initiated on this task order until written authorization is received from the Town of Haymarket.

The proposed Billable Rates, as indicated on Exhibit "B" herewith shall remain valid for a period of one year from the issuance of the final contract.

We appreciate the opportunity to work with the Town on this project and look forward to its successful completion. Should you have any comments, questions or need for further clarification in this matter, please do not hesitate to contact us at 703.368.7373 at your earliest convenience. Services will begin within ten (10) business days upon receipt of notice to proceed and all terms and conditions of the Basic Ordering Agreement shall apply.

Sincerely,

Charles T. Henegar, P.E., Principal
Director of Land Development Services

Attachments: Attachment "A" Fee Proposal and Scope of Work by Phase
Exhibit "B" Approved Billable Rates

APPROVAL: Brian P. Henshaw
Mr. Brian P. Henshaw
Town Manager
Town of Haymarket

DATE: September 29, 2014



RINKER DESIGN ASSOCIATES, P.C.

Engineering • Surveying • Land Planning
Transportation • Right of Way • Environmental

**PROPOSED CHANGE ORDER
BETWEEN
TOWN OF HAYMARKET
AND
RINKER DESIGN ASSOCIATES, P.C.**

TOWN CENTER REDEVELOPMENT PROJECT

April 16, 2015

Revised: June 16, 2015

SCOPE

The purpose of this Change Order is to provide additional services required for the Town Center Redevelopment project. The scope of services is as follows:

- **Geotechnical Engineering Services:** Additional geotechnical engineering services for the pavement widening and the addition of curb and gutter along Jefferson Street. RDA will coordinate with DMY Engineering Consultants to perform this work. See attached proposal.
- **Site Lighting Plan and Coordination:** Preparation of a site lighting layout and photometric plan for the existing conditions to determine if the existing site lighting meets the requirements of the current ordinance. If the existing site lighting does not meet the ordinance, a proposed lighting layout will be designed and a photometric plan will be prepared in order to meet the Town of Haymarket code. Lighting circuit plans will be prepared to include panel schedules, lighting control diagrams, and details to obtain a building permit for the electrical installation. Separate written specifications are not included. Specifications for materials and methods will be included on the drawings. RDA will coordinate with SAI Engineering, Inc. to perform this work. Does not include services during construction (shop drawing reviews, site visits, etc.). These services can be provided under a separate contract or change order if requested. See attached proposal.
- **Design Charette:** Additional meetings and site layout changes (removal of police station, etc.) after original layout was approved.
- **Consolidation Plat:** It is our understanding that the Town intends to go from the existing five Town-owned parcels down to three Town-owned parcels. The square parcel along Washington Street (GPIN 7298=80-8614) will not be changed, but it will be included on this plat for the granting of easements only. A preliminary/final plat will be prepared and submitted to the Town for approval. Assumes one submission of the plat instead of separate submittals for preliminary and final. The consolidation, subdivision, street dedication, and proposed easements will be shown on one plat. It is assumed that the Town Attorney will prepare any deeds as required.
- **Utility Coordination:** Utility Coordination to be done in association with the Town Center Redevelopment Project regarding existing and proposed underground utilities (e.g. electric, gas, cable TV, communications) will include:
 - Meetings/Coordination – RDA will hold a meeting with all utilities within the project limits to discuss any possible impacts to utility facilities. If RDA finds that no conflicts exist and the utility company(ies) agree, a letter of ‘no conflict’ will be issued by that company. RDA will coordinate with the utility companies to investigate future undergrounding requirements so conduits and areas for pad mounted transformers or other equipment can be designed even if the utilities are not placed underground at this time.
 - Plan and Estimate (P&E) Submission – RDA will coordinate with the affected utilities until P&E packages are received. Upon receipt, RDA will review and ultimately approve the P&E package to

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)

ensure the utility adjustments are not in conflict with the project. Once reviewed by the Town, RDA will then issue Letters of Authorization and Notices to Proceed to the utility companies to begin relocation of their facilities if any will be in conflict with the proposed design.

- Exclusions:
 - There will be no additional utility designation needed.
 - Any necessary utility plat preparation or easement document preparation. Plats are typically prepared by the utility companies.
 - Any necessary applications and/or load letters needed by the utility companies to serve the Town Center improvements will be provided by the Town.
 - Construction inspection during any necessary utility relocation work.
- **Utility Test holes/Survey:** An allowance for test holes and associated survey if required once the proposed grading and layout is finalized to determine any potential utility conflicts. Assumes up to 7 test holes may be required. RDA will coordinate with Mid Atlantic Utility Locating, LLC for this work.
- **Traffic Signal Modification Plan:** Modification and relocation of the existing pedestrian crossing signal located at the northwest corner of Washington and Jefferson Streets is required since Jefferson Street will be widened to accommodate a turn lane. The original contract for the Pedestrian Improvement project included hours for the pedestrian traffic signal modification plan; however, the plan requirements and anticipated impacts have changed since the project was originally scoped. The information below explains what is included in the original contract and what will be performed under this change order. Since we are widening Jefferson Street to accommodate a turn lane, the crosswalk is also affected and will have to be redesigned.
- **Traffic Signal Modification Plan (included in original contract):** RDA will prepare signal modification plans for VDOT review and acceptance consistent with VDOT signal plans submission. Signal plan will be signed/sealed by a VA licensed professional engineer.
 - The proposed signal modification will be designed to meet all current VDOT specifications as appropriate for the proposed elements, and RDA will coordinate with VDOT Traffic Engineering and Northern Regional Operations Installation and Construction (NROIC). The signal plans will also include signage and pavement marking plans necessary for the implementation of a signal modification.
 - RDA will address any review comments VDOT provides for the signal modification plans and resubmit.
 - Left Turn Phasing Review shall not be performed as part of this this project. (If required, a separate change order shall be required, if VDOT requires this additional work.)
 - Traffic Signal Modification plan scope originally intended (based on scoped man-hours), that the signal modification plan would be submitted initially as a 100% level plan with each associated plan submission. (If VDOT requires a preliminary plan, additional man-hours shall be required.)
- **Traffic Signal Modification Timings (services included with this change order):**
 - *Clearance Timings:* RDA will produce initial timing data, plans and plan/profile graphics in conformance with VDOT's current I&IM and VDOT's NRO-TEP 406.1 for the Northern Virginia District. This information will be provided during the design review process, per VDOT's latest requirements for submissions. Once VDOT approves the initial timings, RDA will provide VDOT with a signed/sealed document by a Virginia licensed professional engineer for the initial clearance timing information.
 - *Final Signal Timings:* Once Town receives the land-use permit (LUP) for construction of the signal and provides a PDF of the LUP to RDA, RDA will initiate signal timing coordination with VDOT's NROIC/Operations section to provide timings for the signal's controller. RDA will provide all necessary timing data/sheets needed to obtain VDOT's final acceptance of the signal timings. Once RDA receives the acceptance letter, RDA will provide timing information to client, to provide to signal Contractor. If new traffic volumes are required, then RDA reserves the right to request additional funds to obtain additional intersection counts. (Intersection counts are NOT included within this scope of work.)
- **Architectural Plan and Coordination:** Coordination and preparation of plans for the building renovation including façade and interior improvements including the addition of an elevator. The work will be performed by John F. Heltzel, AIA as a subconsultant to RDA. His scope of work is as follows:

Renovations to the existing 12,000 square foot two story building as follows:

- **Part One – Exterior Base Building Renovations**
 - Exterior renovation to the entire building, to include new façade design, exterior finishes, fixtures, windows and doors, entry feature and accessibility improvements.
 - New feature wall at corner of property as shown on site plan that ties in with new building design.
- **Part Two – Interior Base Building Renovations**
 - Demolition of existing components and systems within the building as required for renovations.
 - Addition of an elevator, within the existing building, or in an addition to the building.
 - Addition of core restrooms on both floors.
 - Addition of core staff kitchen/lunch room area, accessible from tenant areas.
 - Addition of central stairs.
 - Creation of new entry lobby, to provide access to elevator, stairs and multiple tenant entrances.
 - New HVAC and electrical systems throughout, to accommodate multiple future tenants and common core areas.
 - Possibly add central fire suppression system throughout.
 - Electrical power for building mounted exterior lighting.
- **Part Three – Interior Tenant Build-Outs**
 - Interior build-outs of the tenant spaces as required for each user area, including the following:
 - Partitions and doors to create individual offices and other areas as required.
 - Distribution of base building HVAC and electrical systems to each space.
 - Lighting and power distribution within tenant space.
 - Finished ceiling, flooring and wall finishes.
 - Tenant entry doors.
 - Power for systems furniture if required.
 - Built-in millwork for tenant, including service cabinets and counters, reception desks, and storage shelving.



Architectural Services

Preliminary Design

This phase shall include services provided by the Architect:

1. Project start-up meeting with the Client during which the design program and Client's requirements are defined.
2. Survey of the building to obtain approximate dimensions used for Preliminary Design.
3. Prepare project program including Client's space and function requirements for the space, for Client review and approval.
4. Research as required to establish necessary criteria and code requirements for the design.
5. Prepare Preliminary Design indicating all spaces required, proper adjacencies and travel/egress spaces required.
6. Create 3D modeling of building exterior, including approximate exterior finishes and colors.
7. Create 2D rendered images, and video of modeling for Client review and use.
8. Preliminary building construction cost estimate.

Design Development

This phase shall include the following services provided by the Architect:

1. Meeting with Client to review and refine proposed design.
2. Prepare accurate, scaled floor plans indicating spaces and their sizes.
3. Prepare accurate, scaled building elevations of all building sides, indicating architectural components and finishes.
4. Address code required emergency egress and ADA accessibility requirements.
5. Indicate door sizes and swings, floor finish types.
6. Notes describing basic architectural components of the design.
7. Approximate layout of Client selected kitchen or fabrication equipment.

Building Permit and Construction Documents

This phase shall include the Architect preparing plans and documents as required to apply for building permits, and general construction, including:

1. Floor plans with dimensions, construction notes and schedules.
2. Demolition plan if required.
3. Reflected ceiling plan.
4. Roof plan, if required.
5. Project and code information and general notes required to obtain building permits.
6. Door, window and finish schedules.
7. Typical finish notes and specifications.
8. Building sections, if required.
9. Key plan indicating location of project and area of work in overall building.
10. Toilet room elevations to clarify hardware installation locations.
11. Schematic elevations of millwork to clarify overall layout, accessibility and locations.
12. Typical wall details, including UL ratings where required.
13. County submission checklist, if required for permit application.
14. Address basic county review comments during permit review process.

Structural Permit and Construction Documents

This phase shall include the preparation of structural construction documents as required to obtain a building permit and for general construction. These documents shall include the following:

1. Foundation and framing plans, sections and notes describing the structural components and structural systems.
2. Structural specifications as required to further define the requirements of the building components incorporated into the design, as required for building permits. Specifications shall be “plan specs” included on structural drawings.
3. Coordination of pre-engineered components to be incorporated into overall building plans.
4. Structural details required for permits and general construction.
5. Updated building construction cost estimate.

Mechanical, Electrical and Plumbing Documents

This phase shall include mechanical, electrical and plumbing design and documents and services as required for permits and construction, including the following:

1. Site visit to examine existing electrical, HVAC and plumbing systems.

2. Water, sanitary and gas piping design to connect to existing sewer, water, vent gas (if applicable) piping inside the building for the project space.
3. Interior line voltage electrical power and lighting systems.
4. Locations of empty conduit systems for Client's low voltage telephone, data, and cable TV systems.
5. Mechanical heating system modifications design and drawings.
6. Heat loss and energy calculations, if required.

Specification and Bidding Documents

This phase shall include the following services provided by the Architect:

1. Prepare project specifications manual and additional details required for project bidding and construction.
2. Prepare bidding documents including instructions to bidders, bid forms, conditions of the contract, and general requirements.
3. Assist Client in reviewing and evaluating proposals for construction.

Interior Design

This phase shall include the following services by the Architect:

1. Review and select interior finishes, flooring, cabinetry, and lighting fixtures with Client.
2. Make interior paint color recommendations.
3. Assist Client in furniture selections.

The following work and services are not covered under the above referenced services and are specifically excluded:

1. Construction administration, including permit applications, field inspections, shop drawing and submittal review, and other construction phase related services.
 2. Sprinkler system calculations, design and drawings, to be prepared by sprinkler contractor if required.
 3. Telephone, security and cable television system wiring design and drawings, other than showing locations as indicated above.
 4. LEED related design or documentation.
 5. The cost of obtaining permits and permit fees, and time spent in tracking permits.
 6. Design revisions initiated by the Client after Client's prior phase approval.
 7. Coordination of or preparing CAD files or backgrounds for Client's design and engineering consultants or subcontractors.
-

ESTIMATED FEE

The fee for this change order is \$148,709.84 including \$10,725.00 of optional services. The new total maximum price for this contract is now \$252,415.57.

RDA is looking forward to the opportunity to continue our professional engineering services to the Town of Haymarket on this project. Should you have any questions, please do not hesitate to contact me at 703-368-7373, or e-mail me at sdusza@rdacivil.com.

Sincerely,



Sharon D. Dusza, P.E.
Senior Project Manager/Principal

Attachments

AUTHORIZATION:

I hereby authorize Rinker Design Associates, P.C. to proceed in accordance with the above outlined proposal.

(Signature)

(Date)

(Print Name)

(Title)

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)

ATTACHMENT "A"
Fee Proposal and Scope of Work By Phase

Task Order Description:

RDA COST PROPOSAL
Town of Haymarket Town Center Redevelopment Project Change Order

	<u>PROJECT DIRECTOR</u>	<u>PROJECT MANAGER</u>	<u>SENIOR ENGINEER</u>	<u>PROJECT ENGINEER</u>	<u>ENGINEER TECHNICIAN</u>	<u>CLERICAL</u>	<u>LAND SURVEYOR</u>	<u>SURVEY TECHNICIAN</u>	<u>2 MAN FIELD CREW</u>	<u>TOTAL MANHOURS</u>	<u>ITEM TOTAL</u>
AVERAGE HOURLY RATE	\$ 205.57	\$ 162.84	\$ 143.47	\$ 111.77	\$ 85.58	\$ 65.62	\$ 149.27	\$ 100.39	\$ 168.08		
Site Lighting Coordination		2	2								\$ 612.62
Architectural Coordination		12	16	8		8					\$ 5,668.72
Design Charette		6	12								\$ 2,698.68
Utility Coordination		2	6	20						28	\$ 3,421.90
Consolidation Plat							16	12	4	32	\$ 4,265.32
Test hole Survey								2	6	8	\$ 1,209.26
Traffic Signal (Clearance Timings)	1	10	8	8	10					37	\$ 4,731.69
Traffic Signal (Final Timings)	1	12	12	8						33	\$ 4,775.45
TOTAL HOURS	<u>2</u>	<u>44</u>	<u>56</u>	<u>44</u>	<u>10</u>	<u>8</u>	<u>16</u>	<u>14</u>	<u>10</u>	204	\$ 27,383.64
Estimated Labor Costs	\$ 411.14	\$ 7,164.96	\$ 8,034.32	\$ 4,917.88	\$ 855.80	\$ 524.96	\$ 2,388.32	\$ 1,405.46	\$ 1,680.80	\$ 27,383.64	\$ <u>27,383.64</u>

Services \$ 27,383.64
 Prints, Deliveries and Reimbursables \$ 1,500.00
Total Estimated Costs \$ 28,883.64

DIRECT COSTS:

Reimbursable Expenses \$ 1,500.00

Prints and Reimbursable Expenses will be invoiced in accordance with Negotiated Contract Rates.

RDA Cost Proposal	\$28,883.64
SubConsultants:	
Geotechnical Services	\$1,476.20
Ex. Cond. Photometric plan	\$3,125.00
Architectural Services (Ph 1&2)	\$70,200.00
Architectural Services (Ph 3)	\$34,300.00
CONTRACT SUBTOTAL	\$137,984.84
Optional Services:	
Prop. Cond. Photometric plan	\$2,575.00 if required
Circuiting plans	\$3,600.00 if required
Test holes (7 @\$650)	\$4,550.00 if required
CONTRACT TOTAL (INCLUDING OPTIONAL SERVICES)	\$148,709.84

Haymarket Government Center
 May 13, 2015
 Page 5



Fees

Fees shall be based on the following phases:

Part One and Two - Exterior and Interior Base Building Renovations	
Preliminary Design	\$ 12,000.00
Design Development	\$ 5,000.00
Architectural Permit and Construction Documents	\$ 18,000.00
Structural Permit and Construction Documents	\$ 6,400.00
Mechanical, Electrical and Plumbing Documents	\$ 15,900.00
Specifications and Bidding Documents	\$ 7,600.00
Sub-Total Pre-Construction Services	\$ 64,900.00
Interior Design	\$ 3,800.00
Estimated Reimbursable Expenses	\$ 1,500.00
Total Services	\$ 70,200.00
Part Three - Interior Tenant Build-Outs	
Preliminary Design	\$ 6,000.00
Architectural Permit and Construction Documents	\$ 6,000.00
Mechanical, Electrical and Plumbing Documents	\$ 9,600.00
Specifications and Bidding Documents	\$ 5,800.00
Sub-Total Pre-Construction Services	\$ 27,400.00
Interior Design	\$ 5,400.00
Estimated Reimbursable Expenses	\$ 1,500.00
Total Services	\$ 34,300.00

Hourly work shall be billed to the Client at the following rates:

Principal	\$165/hr
Registered Architect/Project Manager	\$125/hr
Registered Architect/Senior Designer I	\$105/hr
Architect Intern	\$ 95/hr
Interior Designer	\$ 80/hr
Admin Support	\$ 50/hr

Payment for Services

Invoices shall be issued monthly in proportion to the services rendered for the prior month period. Fees for sub-Client Initials: _____

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)



Dulles, VA
Rockville, MD
Washington, DC

GEOTECHNICAL AND CONSTRUCTION INSPECTIONS AND MATERIALS TESTING COST PROPOSAL

**Town Center Improvements
Town of Haymarket, Virginia
DMY Proposal No. 01.02210.01**

(Submitted: August 28, 2014; Revised: January 27, 2015)

CATEGORY	COST
Prior Approved Geotechnical Services Fee	\$7,281.00
Supplement Geotechnical Services Fee	\$1,476.20
Optional Infiltration Testing	\$1,200.00
Construction Inspection and Materials Testing	\$14,000.00

Project Information:

The Town of Haymarket is proposing pedestrian and vehicular access improvements at the Town Center at 15000 Washington Street in Haymarket, Virginia. Our scope of work and understanding of the project are based on information provided to us by Rinker Design Associates, P.C. (RDA). We understand that RDA is using Option B of the master plan for their approach to the mentioned improvements which will include new parking lots and drive lanes, curb and gutter, sidewalks, landscaping and stormwater management features.

Part of the geotechnical information collected from this project will also be used for the design of the federally funded Haymarket Pedestrian Improvements Project outside the Town of Haymarket's properties.

This cost estimate was prepared for RDA by Paul Li, PhD, P.E. on January 27, 2015 and reviewed by Paul Zhang, P.E.

Geotechnical Services

1. We propose the geotechnical field exploration consist of the following:
 - a) Performing a site reconnaissance.
 - b) Drilling three (3) Standard Penetration Test (SPT) borings to depths of 8 feet within the planned parking areas and two (2) SPT borings to depths of 12 feet along the alignment of Jefferson Street. All borings will be drilled using our CME 45C truck mounted drill rig. Representative soil samples will be collected and stored in sealed glass jars for laboratory testing.
 - c) Collecting two (2) bulk soil samples for laboratory Proctor and CBR tests.
 - d) Taking pavement core at one (1) location on Jefferson Street.
2. We understand that infiltration testing may also be required and is presented herein as an option. The infiltration testing work will consist of the following:
 - a) Drill two (2) infiltration test holes at select locations within areas of planned permeable paving. The infiltration holes will be drilled using our CME 45C truck mounted drill rig to depths of 3 feet below existing grades. In addition, profile holes will be drilled to depths of 5 feet below existing grades.

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)

Town of Haymarket Town Center Improvements
 DMY Proposal No. 01.02210.01
 Revised January 27, 2015

- b) The test holes will be soaked for a period of 24 hours prior to infiltration testing. Groundwater will be observed 24 hours subsequent to drilling. Infiltration testing will be conducted for a period of 4 hours in accordance with State requirements.
3. Laboratory testing program will consist of natural moisture content, USCS classification and Standard Proctor and CBR tests on select soil samples.
 4. Upon completion of the field and laboratory testing programs, a geotechnical report will be submitted to discuss the subsurface exploration and laboratory testing programs, summarize subsurface conditions and laboratory test results, and provide geotechnical recommendations for the design and construction of the parking areas and, if applicable, the stormwater management features.
 5. We understand that proper notice will be sent to the property owners by RDA prior to our field work. We will coordinate with the property owners at the site of our field work. We assume that no permit is required for our field work.
 6. Underground utilities will be cleared by MISS Utility. We understand that all underground utilities will be surveyed and marked in the field by RDA prior to our field work. No private utility locating services is included in our Scope of Work.

DMY GEOTECHNICAL COST ESTIMATE
Haymarket Town Center Improvements
 Revision 01/27/2015

Field Exploration	Quantity	Unit Rate	Cost
Site Reconnaissance	6 hours	\$100.00 /hr.	\$600.00
Boring Layout	1 hours	\$100.00 /hr.	\$100.00
Minimum Drilling Day Charge (Truck)	1 day	\$1,800.00 /day	\$1,800.00
Field Work Coordination	6 hours	\$120.00 /hr.	\$720.00
Bag Samples of Auger Cuttings	2 samples	\$55.00 /sample	\$110.00
Asphalt Patching	4 borings	\$30.00 /boring	\$120.00
Field Engineer - Drilling Supervision	8 hours	\$75.00 /hr	\$600.00
Field Exploration Subtotal:			\$4,050.00

Laboratory Testing	Quantity	Unit Rate	Cost
Moisture Content Tests	4 tests	\$10.00 /test	\$40.00
Atterberg Limits Tests	4 tests	\$70.00 /test	\$280.00
Sieve Analysis	4 tests	\$70.00 /test	\$280.00
CBR with Standard Proctor	2 tests	\$330.00 /test	\$660.00
Laboratory Testing Subtotal:			\$1,260.00

Geotechnical Engineering and Report	Quantity	Unit Rate	Cost
Senior Reviewer	2 hours	\$165.00 /hour	\$330.00
Senior Engineer/Project Manager	10 hours	\$135.00 /hour	\$1,350.00
Project Engineer	14 hours	\$95.00 /hour	\$1,330.00
CADD Draftsman	2 hours	\$60.00 /hour	\$120.00
Secretary	1 hours	\$50.00 /hour	\$50.00
Geotechnical Engineering and Report:			\$3,180.00

Expenses	Quantity	Unit Rate	Cost
Mileage	120 miles	\$0.56 /mile	\$67.20
Report Copies	4 copies	\$50.00 /copy	\$200.00
Expenses Subtotal:			\$267.20

ESTIMATED PROJECT TOTAL:	\$8,757.20
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Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)

Construction Inspection and Materials Testing Services

We understand the project will require 6 months to complete. We anticipate intermittent testing will be required for this project scope. Some inspection/testing site visits will be full day; however, we expect most of our site visits will be half day. At your request, we will perform appropriate laboratory testing on materials proposed for use as structural fill and trench backfill. Testing may include: Grain Size Distribution, ASTM D-422, Liquid and Plastic (Atterberg) Limits, ASTM D-4318, Proctor Moisture Density ASTM D-698. We can observe conditions of bottom of excavations prior to foundation preparation, including proof-rolling and other testing of sub-grades, observe placement of fill to test compliance with project requirements, and perform in-place density tests as required by project specifications, and test each lift for compaction. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and re-compacting of materials.

As the construction schedule has not been finalized at this time, we propose a budget of **\$14,000** be allocated for the construction inspection and materials testing services, based on our prior experience on similar projects. The estimated construction inspection and testing services are based on the following rates and any additional services will be billed at these rates:

Half Day (total time \leq 4 hours) Trip:	\$400.00 per trip/inspector
Full Day (4 hours < total time \leq 8 hours) Trip:	\$550.00 per trip/inspector
Overtime (total time > 8 hours)	\$75.00 per additional hour
Proctor Tests with Classification:	\$270.00 per sample
Sample Pickup Only:	\$75.00 per trip

Following are the basis of our rates listed above:

1. The Trip charges include technician's field time, mileage, coordination, report review time, and final submission of report.
2. The total time for field personnel will be the onsite time, report time and travel time. Time includes 2 hours of travel time to pick up and drop off the nuclear density gauge from DMY laboratory. Travel time will be charged only when the technician travels to pick-up or drop-off the equipment/samples to and/or from the laboratory/site.
3. We have assumed that our field services will be needed during the day time only (6:00 am to 6:00 pm) and only during the weekdays. Any services during night time, weekend and holidays will be billed as 1.5 times the standard rate.
4. We request scheduling prior to 3:00 p.m. on the day before services are required. DMY will charge a minimum of 4 hours (half-day trip) to cover the travel, labor and other expenses related to scheduled work that is not canceled in a timely manner.
5. For cancellations of scheduled work (including cancellations due to anticipated inclement weather conditions), we require notice prior to close of business the preceding day for morning work or by 9:00 a.m. the same day for afternoon work. This will enable us to reschedule our personnel efficiently.
6. There will be a 4-hour minimum charge (half-day trip) for the field related services or meeting on site. Trips to only retrieve laboratory samples from site will be charged a flat rate of \$75 per trip.
7. We have assumed that the contractor will provide onsite storage and a temperature maintained curing box with min/max thermometer.

Town of Haymarket Town Center Improvements
DMY Proposal No. 01.02210.01
Revised January 27, 2015

8. Concrete samples requiring early break results will be billed with an additional hour of Project Engineer rate.

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)



SAI
Engineering
Incorporated
 Mechanical & Electrical Group

CONSULTING ENGINEERING,
 DESIGN SERVICES, AND
 CONSTRUCTION SERVICES

13662 OFFICE PLACE
 SUITE 101
 WOODBRIDGE, VIRGINIA
 22192-4217
 703/590-8200
 703/590-4994 (FAX)

memorandum

To: Sharon D. Dusza, PE
Company: Rinker Design Associates
From: Maury R. Paslick, PE
Date: May 26, 2015
Re: Site Lighting and Circuiting Design
 Haymarket Town Center
 Washington Street at Jefferson Street
 Haymarket, Virginia
 Revised

SAI Engineering is pleased to submit the following proposal to provide consulting electrical engineering services to Rinker Design Associates in connection with the design of site lighting systems at the Haymarket Town Center. Our revised proposal is based on your email messages dated February 17, 2015 and May 26, 2015.

PROJECT DESCRIPTION

Rinker Design Associates is currently developing a plan for the Town to create more of a Town Center feel on the current property as well as address some drainage issues on the site. The existing buildings will remain.

The Town wants to confirm the current site lighting meets the Town's lighting requirements. If not, it will be necessary to develop a lighting plan that meets the Town's requirements. Further, a circuiting plan will be required to provide power to any new lighting systems.

This proposal is for the preparation of a site lighting photometric plan for the existing site lighting to determine whether the existing systems comply with current regulations. Based on the results of the initial evaluation, a second analysis will be performed to provide lighting systems that meet current ordinances. A circuiting plan will be prepared for the lighting plan that will be included in a construction documents set for installation of the lighting systems.

SCOPE OF SERVICES

1. Phase 1 – Preparation of a Lighting Layout and Photometric Plan for Existing Conditions
 - a. We will visit the site to observe the locations and types of existing site lighting systems.
 - b. We will perform point-to-point calculations for the existing lighting layout using an appropriate software program.
 - c. We will prepare a site lighting plan that includes the pole layout, descriptions of the poles and luminaires, point-to-point illumination

Proposal to Sharon Dusza on
Site Lighting and Circuiting
Design
Haymarket Town Center
Washington Street at Jefferson
Street
Haymarket, Virginia
Revised

May 26, 2015

Page 2 of 4

levels, and other details and notes as required to document existing conditions.

d. We will present a plan to you and the Town for review.

2. Phase 2 – Preparation of a Lighting Layout and Photometric Plan

- a. If the existing site lighting does not meet the current ordinance and the Town authorizes us to proceed, we will discuss the scope of the project with you and others you designate to confirm criteria and lighting to be used as the basis of design.
- b. We will develop a site lighting layout based on the fixture and pole types required by the Town of Haymarket.
- c. We will perform point-to-point calculations for the layout using an appropriate software program.
- d. We will prepare a site lighting plan that includes the pole layout, descriptions of the poles and luminaires, point-to-point illumination levels, and other details and notes as required to satisfy the Town of Haymarket reviewers.
- e. We will present a preliminary plan to you for review. We will incorporate appropriate review comments in our design and provide a final package for submission to the Town of Haymarket.

3. Phase 3 – Preparation of Lighting Circuiting Plans

- a. We will visit the site to confirm electrical power capacity is available to serve the site lighting systems for the site. If necessary, we will design a new panel for the site lighting systems with a separate service from the power company.
- b. Based on the site lighting layout plan approved by the Town of Haymarket, we will prepare branch circuiting plans for the site lighting systems.
- c. Drawings will include panel schedules, lighting control diagrams, and details required to obtain a building permit for the electrical installation.

FEE FOR SERVICES

Compensation shall be a fixed fee by phase as listed below plus reimbursable expenses. Services will be invoiced monthly based upon our estimate of the percentage of work completed plus expenses incurred.

Phase 1 –Photometric Plans – Existing Conditions:	
Site Visit to Gather Information on Existing Lighting:	\$750.00
Preparation of Photometric Plan:	<u>2,250.00</u>
Total for Phase 2:	\$3,000.00

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)

Proposal to Sharon Dusza on
 Site Lighting and Circuiting
 Design
 Haymarket Town Center
 Washington Street at Jefferson
 Street
 Haymarket, Virginia
 Revised

May 26, 2015

Page 3 of 4

Phase 1 Estimated Expenses:	
Travel – Mileage (allowance for survey and meetings):	\$50.00
Printing:	25.00
Deliveries:	<u>50.00</u>
Total for Phase 1 Estimated Expenses:	\$125.00
Phase 2 – Lighting Layouts and Photometric Plans: \$2,500.00	
Phase 2 Estimated Expenses:	
Travel – Mileage (allowance for survey and meetings):	\$0.00
Printing:	25.00
Deliveries:	<u>50.00</u>
Total for Phase 2 Estimated Expenses:	\$75.00
Phase 3 – Lighting and Power Circuiting Plans:	
Analysis of Support Building Plans and Site Visit:	\$900.00
Preparation of Lighting Circuiting Plans:	<u>2,500.00</u>
Total for Phase 2:	\$3,400.00
Phase 3 Estimated Expenses:	
Travel – Mileage (allowance for survey and meetings):	\$50.00
Permit Sets:	100.00
Deliveries:	<u>50.00</u>
Total for Phase 3 Estimated Expenses:	\$200.00
Construction Phase (if authorized):	
Shop Drawings (\$165/submittal to a maximum):	\$495.00
RFI's (\$120/hour to a maximum):	960.00
Construction Site Visits (\$700/visit; assume 1 visits):	<u>700.00</u>
Total for Construction Phase:	\$2,155.00
Construction Phase Estimated Expenses (if authorized):	
Travel – Mileage:	\$50.00
Printing (allowance):	25.00
Deliveries:	<u>50.00</u>
Total for Design Phase Estimated Expenses:	\$125.00

Additional Services charges are not subject to the quoted maximum and must be approved prior to proceeding with the work. Additional Services which are previously approved by Rinker Design Associates shall be invoiced monthly on an hourly basis at SAI Engineering standard rates or on the basis of a negotiated fixed fee.

QUALIFICATIONS

1. Site plan backgrounds will be provided for our use in AutoCAD R2013 or compatible format.
2. Specifications for materials and methods will be included on the drawings.

Proposal to Sharon Dusza on
Site Lighting and Circuiting
Design
Haymarket Town Center
Washington Street at Jefferson
Street
Haymarket, Virginia
Revised

May 26, 2015

Page 4 of 4

3. Our estimates for printing expenses include three (3) sets of signed and sealed prints for permit submission at each phase. Drawings will be provided in PDF format for reviews, bidding, and construction.
4. Preparation of permit applications, payment of permit fees, and permit expediting services are not included.
5. We will provide “load letters” for the utility services, if needed. Payment of utility hook-up fees is not included.
6. Redesign of systems previously approved due to conditions beyond our control is not included.

This proposal is valid for a period of 60 days from the date on this proposal. We reserve the right to renegotiate the terms of this proposal if accepted after this period. Further, we reserve the right to renegotiate our terms if the design phase of the project is not completed within six (6) months of the date of acceptance of this proposal.

Approved and Accepted By:

Name and Title

Date

Attachment – General Terms and Conditions

Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)

Sharon D. Dusza

Sharon D. Dusza, P.E.
Senior Project Manager/Principal

Attachments

AUTHORIZATION:

I hereby authorize Rinker Design Associates, P.C. to proceed in accordance with the above outlined proposal.

Brian P. Henshaw

(Signature)

July 7, 2015

(Date)

Brian P. HENSHAW

(Print Name)

TOWN MANAGER

(Title)

Attachment: (2) 14096 Haymarket Town Center change order with subconsultant info (2437 - Change Order - Town Center Master Plan)
Attachment: 06-16-2015 RDA Change Order (2898 : Town Center Engineering Contract)



9389 FORESTWOOD LANE
MANASSAS, VA 20110-4701

TEL 703.330.6170
FAX 703.361.8671
WWW.HELTZELAIA.COM

April 4, 2016

Rinker Design Associates, P.C.
Sharon D. Dusza, P.E.
9385 Discovery Boulevard, Suite 200
Manassas, VA 20109

AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT

In accordance with the AGREEMENT dated July 20, 2015, between John F. Heltzel, AIA, A Professional Corporation (The "Architect") and Rinker Design Associates, P.C. (The "Client") for the project:

Town of Haymarket Town Center Redevelopment Project

Authorization is requested to proceed with Additional Services as follows:

Construction Administration Services, including:

1. The Architect attending pre-bidding meeting, and pre-construction meeting at site, for each Phase.
2. The Architect conducting periodic field observations or site meetings, up to (26) architectural, (6) MEP (mechanical, electrical and plumbing), to determine if the work is proceeding in general compliance with the construction documents.
3. The Architect responding to questions and comments by the Client or the Client's contractors, other than clarifications to the documents provided.
4. Review of Contractor submitted change orders, and other documents required for field modifications.
5. Review and processing of Contractor's requests for payment, up to (12) total.
6. Review by Architect, and Architects MEP and Structural sub-consultants of shop drawings and submitted samples, up to a total of (40) architectural, (8) MEP and (2) Structural.

Work shall be billed hourly, not to exceed \$52,700, to the Client at the following rates, in the following Phases:

* Phase 1 (Police Department Build-Out)

- Architectural Construction Administration \$10,400
- Mechanical, Electrical, Plumbing Const. Admin. \$5,000
- Structural Construction Administration \$0
- Total \$15,400

approved only

Phase 2 (Base Building Interior Renovations to Core Areas)

- Architectural Construction Administration \$7,200
- Mechanical, Electrical, Plumbing Const. Admin. \$4,500
- Structural Construction Administration \$800
- Total \$12,500

Phase 3 (Exterior Renovations, Building Addition and Town Hall Offices Renovations)

- Architectural Construction Administration \$15,800
- Mechanical, Electrical, Plumbing Const. Admin. \$5,000
- Structural Construction Administration \$4,000
- Total \$24,800

Total \$52,700

Principal	\$165/hr
Registered Architect/Project Manager	\$125/hr
Registered Architect/Senior Designer I	\$105/hr
Intern Architect	\$ 95/hr
Interior Designer	\$ 80/hr
Admin Support	50/hr

Submitted by:

John F. Heltzel, AIA, P.C.

By: John F. Heltzel, AIA, President

4/5/16
Date

Accepted by:

Sharon D. Duszynski PM
Signature Title

4/5/16
Date

Attachment: Heltzel Haymarket Amendment #2-CA rev1-signed (2898 : Town Center Engineering Contract)



TO: Town of Haymarket Town Council
SUBJECT: Capital Improvements Plan
DATE: 08/08/16

BACKGROUND

- Each year the Planning Commission forwards a recommended 5-Year Capital Improvements Plan to the Town Council. That Plan is attached this evening.
- The Capital Budget was detached from the operating budget for Fiscal Year 2017; the Capital Budget has not yet been funded in full.
- The maximum amount of additional funds remaining that can be allocated to Capital Projects, at this time is \$352,410. That figure is
- The allocation of the \$352,410 for each of those projects is to be determined by the Town Council for FY 2017.

STAFF RECOMMENDATION

- It is recommended that the Town Council review the available Capital Funds and advise staff of its desired funding for each project for FY 2017. Once those amounts have been determined a budget amendment can be prepared for Council approval.

ATTACHMENTS:

- CIP Proposal 08-01-2016 (PDF)



Capital Improvements Plan

Fiscal Years 2016-2021

Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)

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Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)

INTRODUCTION

The initial Capital Improvements Plan (CIP) for Haymarket was adopted in the early 1980s.

Haymarket initiated the CIP in the early 1980s by including projects into the annual fiscal budget and conducting periodic reviews and recommendations by the Planning Commission, which are accepted and approved by the Town Council.

The Town has been successful in completing many projects over the years and has done well in meeting impending needs while still working towards completion of more long range projects.

Haymarket’s 2010 Census showed that the Town’s population had significantly increased from 879 individuals in 2000 to 1,782 within ten years later. It was anticipated that the Town would grow between the 2000 and 2010 Census, but it makes the importance of the Capital Improvement Plan even more apparent.

The Town strives to keep the Capital Improvements Plan up to date and current by an annual review and update by the Town’s Planning Commission and Town Council. The Town is committed to continually make recommendations for new projects and to making every effort to provide funding for crucial future projects for the betterment and sustainability of the Town.

THE CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan, or CIP, is an optional component of the Comprehensive Plan. A CIP is a management tool that deals with the construction, purchase or acquisition of major public facilities such as public buildings or improvements, land, parks, streets and sidewalks, technology advancements and major equipment. These items, due to their high cost and long-life expectancy, are not easily included in the annual operating budget.

A CIP covers a five-year period and is updated annually. The CIP process involves identifying projects needed over the ensuing five years and ranking them by priority. The projects are tentatively scheduled during this five-year period and a program for financing them is established. The first year of the adopted CIP becomes the basis for the capital budget; the remaining four years is the longer-term capital program. Annually, another year of projects is added and integrated into the CIP so that it always covers a five-year span.

Adoption of a Capital Improvement Plan can benefit the Town of Haymarket in important ways such as:

- Anticipating future capital facility needs;
- Correlating projects to meet community goals, financial capabilities and anticipated growth;
- Eliminating duplication and poorly planned expenditures;
- Encouraging cooperation with other governmental units;
- Establishing work schedules and cost estimates, thereby aiding local officials in projecting future expenditures;

Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)

- Providing an opportunity for early selection and acquisition of needed land before it increases in value or is lost to other uses;
- Helping the town get ready to apply for state and federal assistance;
- Enabling developers and public utility companies to plan improvements in anticipation of future capital facilities; and
- Getting town residents interested and involved in capital planning.

Capital improvements are generally costs of equipment, machinery, tools and software exceeding \$5000.00 or cost of infrastructure, building and property acquisition.

Capital Improvements costs do not include personnel, operations and management (O&M), debt service or other overhead costs.

SUMMARY OF PROPOSED PROJECTS for 2016-2017

The Town is planning on starting and/or completing the following projects within 2016-2017 fiscal years. The following projects are not within in particular priority or order. Some proposed projects have been carried from previous years within the CIP and is indicated by the year it was proposed and acknowledged by stating that the project has been “carried” from year to year until funding became available or the priority is needed. Not all of the following projects will necessarily be completed, but is included as they are being initiated this fiscal year.

Category	Project Description	Estimated Cost	Year Proposed
General Government	Shared Use Path	\$250,000*	2013-2014 (Carried)
General Government	Town Center Master Plan Construction	\$	2014-2015 (Carried)
General Government	Harrover Architectural / Engineering	\$	2015-2016 (Carried)
Police Department	Patrol Car	\$35,000	2016-2017
Museum	Caboose Renovations	\$15,500**	2013-2014 (Carried)

Total Estimated Cost for 2016-2017: \$700,500

NOTES:

***Federally funded through the Connolly funds.**

****Funded through a VDOT Enhancement Grant**

The following narrative of CIP projects is not based on priorities of the projects, which are categorized in the CIP spread sheet on page.

GENERAL GOVERNMENT

I. Streetscape:

This Streetscape Project was started in the late 90’s that constructed brick sidewalks to both sides of Washington Street. Construction also included crosswalks, decorative street lights, street

Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)

trees, landscaping and dedicated bicycle lanes on Washington Street. Phase 1b would be the conclusion of the Town portion of the Streetscape project and would include the design, engineering and construction across the Harrover property to Bleight Drive.

II. Washington Street Beautification:

The Washington Street Beautification initiative is a continuation of the Streetscape project. By creating funding for additional aesthetic treatments to Washington Street these improvements help to add to the creation of a community by adding amenities such as benches, trashcans and bike racks. This contributes to the overall goal of creating a walkable community. Furthermore, funds within this category are also budgeted to make crosswalk repairs and replacement where necessary.

III. Streets, Sidewalks, Parking:

In an effort to increase the use of multi-modal transportation the Town has secured ear marked funding through a federal grant source for pedestrian improvements along Jefferson Street in coordination with the Old Carolina bridge replacement project. These improvements will provide a shared use path from the reconstructed Old Carolina Bridge to the Washington Street intersection.

The Town will also look to improve the aesthetic treatment of the Town's streets by exploring a street striping project that would create a street striping plan for the majority of the streets. A Street striping plan would create traffic calming affect by creating "edge" lines, and on some streets create a defined center line. Aesthetically, having a striping plan on the Town's streets leads to the having a more defined and finished look.

IV. Town Center Property:

In 2010 the Town Council decided that it was going to make the property at 15000 Washington Street the Town Center and Administrative Offices. As a Town progressing to move forward with initiatives against blight of aging structures the Town sees that it is important for the integrity of the Town as well as the economic well being of the center of the Town for the Town to invest in the community by renovating the Town Center property. This process began with a

Conceptual Master Plan that was completed in May of 2013. This conceptual plan is now being engineered and construction is slated to begin in the spring of 2017, which will address the storm water drainage issues on the site, the aesthetic features to the buildings, and create a community focal point with a Town “green” application. In May of 2016 the Town completed the renovation and movement of the Town’s Police Department over to the Town Center main building, creating a permanent location of the Police Department. The Town intends to move forward with future façade improvements and site improvements within the coming years. As these improvements are made the Town will need to invest into installing a security surveillance system for the site in general.

V. Harrover Property:

Similar to the initiative at the Town Center property, the Town has completed the creation of a Master Plan for the identified public use property. The Town has designated the Harrover property for the development of a municipal park. Much like the Town Center property project, the Town will fund architecture and engineering this coming fiscal year and potentially some construction in this fiscal year or in subsequent years as funding allows for significant construction projects. The Town will also construct smaller fiscally feasible projects that are part of the Master Plan in the coming years.

VI. Town Administration:

One of the many areas that the Town prides itself on is the ability to keep up with modern technologies with regard to informing the public about the Town and offering the residents and public in general the ability to access their local government. In continuing these efforts it has been determined that as we have made significant upgrades to our audio system in the Council Chambers, there is still a need to enhance the visual equipment. As technologies continue to advance, it is the desire of the Town to become less dependent upon paper and will explore going to handheld devices for meetings. As technology of the facility improves, the need for additional security and reorientation of the administrative offices will also need to be addressed. As part of the Town Center Property project, the administrative offices are planned to be renovated and re-orientated to function more efficiently as a municipal government building. It is the goal to utilize the main building on the Town Center site as a “regional government center” and has begun the process by relocating the Town’s Police Department on the eastern side of the main

floor. The Town intends to continue the process of updating and renovating the Town Hall with façade and grounds improvements.

VII. Town Signage:

One of the more important characteristics within any community is its gateways. Gateway signage is the first impression any community has upon visitors. Understanding this, the Town will be creating gateway signage that is symbolic of the Town’s values while at the same time honoring the Town’s history. Town is also working with the Journey Through Hallowed Ground through the ARB to also compliment their endeavors as the Town is part of the Journey. Furthermore, the Town will also work with the Department of Historic Resources and the Department of Conservation and Recreation to place within the Town a National Historic Marker and to construct signage along Interstate 66 acknowledging our Historic District and museum.

POLICE DEPARTMENT

The Police Department within a Town provides its own unique needs, set of capital improvements and capital assets. The nature of the Town’s Police Department provides a wide range of services and therefore requires additional equipment for the delivery of their services.

The Town will plan on purchasing another police cruiser that will replace the oldest current patrol car in the fleet. This improvement is considered a capital asset. With public safety in mind, the Police Department purchased and installed two RADAR speed indicator signs along Washington Street. The Police Department will explore purchasing two additional signs for the installation of RADAR Speed Indicator signs along Jefferson Street in both the north and south directions upon entering the Town. Finally, in addition the Town will explore the possibilities of purchasing an additional variable message board. In 2013, the Police Department was successful in obtaining a grant that covered the cost of purchasing one variable message board. Through this CIP the Town will look to provide additional message boards.

Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)

MUSEUM

The Town’s museum is one of the oldest buildings in the Town. The museum is open from the spring through the fall and only closed during the winter, although does open by appointment. As a matter of maintaining the building as a destination location and stop for out of town visitors, the Town will look into making landscaping improvements around the facility. In the upcoming fiscal year the Town will finalize a VDOT Enhancement Grant to construct a deck structure that will go from the rear museum exit to the Caboose and will feature two interpretive signs about the history of rail and transportation within the Town.

Adopted this ___day of August, 2016

TOWN OF HAYMARKET, VIRGINIA

ATTEST:

Jennifer Preli, Town Clerk

Motion to approve:
Second:
Voting Aye:
Voting Nay: 0
Absent: 0
Abstaining: 0

Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)



Town of Haymarket
2016-2021 Capital Improvements Plan

	Town Contributions					Total Project Costs
	Current Year	Future Years				
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	
GENERAL GOVERNMENT						
Streetscape						
Phase 1b		\$100,000	\$800,000			\$900,000
Washington Street Beautification						
Painting of Light Posts		\$20,000				\$20,000
Benches, Pads, Trashcans, Bike Racks		\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
Crosswalk repair		\$50,000			\$20,000	\$70,000
Streets, Sidewalks, Parking						
Shared Use Path	\$350,000					\$350,000
Street Striping (Traffic Calming)			\$7,500		\$7,500	\$15,000
Sidewalk extension (Jefferson St./ Town Side Streets)			\$50,000	\$100,000		\$150,000
Town Center Property						
Master Plan Engineering		\$0				\$0
Master Plan Construction						
Security Surveillance System				\$10,000		\$10,000
Haymarket Community Park						
Master Plan Engineering						\$0
Master Plan Construction		\$2,000,000	\$2,000,000	\$2,000,000		\$6,000,000
Town Administration						
Information Technology Upgrades		\$25,000		\$25,000		\$50,000
Town Signage						
4 Gate Way Signs		\$25,000	\$25,000			\$50,000
National Historic Registry Marker				\$5,000		\$5,000
Historic Highway Markers				\$5,000		\$5,000
Quiet Zone						
Quiet Zone Implementation		\$150,000	\$150,000	\$250,000		\$550,000
POLICE DEPARTMENT						
Police Cruiser	\$35,000	\$35,000		\$35,500		\$105,500
RADAR Speed Indicator Signs		\$15,000				\$15,000
Scene/Event Lights						\$0
6x12 enclosed Trailer						\$0
Variable Message Boards			\$20,000			\$20,000
MUSEUM						
Caboose Renovations	\$15,000					\$15,000
Totals	\$400,000	\$2,425,000	\$3,057,500	\$2,435,500	\$32,500	\$7,450,500

Attachment: CIP Proposal 08-01-2016 (2901 : Capital Improvements Plan)



TO: Town of Haymarket Town Council
SUBJECT: Enter into Closed Session
DATE: 08/08/16

Move to enter into closed session pursuant to 2.2-3711 A



TO: Town of Haymarket Town Council
SUBJECT: Certification of the Closed Session
DATE: 08/08/16

Move to Certify:

That to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.