

Vienna Utility Board
210 60th Street
Vienna, WV 26105

April 16, 2021

1:00 PM

AGENDA

- I. Public Forum
- II. Call to Order / Pledge of Allegiance
- III. Roll Call
- IV. Report of Minutes
- V. Unfinished Business
 - A. Stormwater Management Plan
 - B. Water Quality Testing
- VI. New Business
 - A. Burgess & Niple – Status Report # 4
 - B. Burgess & Niple – Wastewater Study Results
 - C. Burgess & Niple – Stormwater Questionnaire
 - D. Burgess & Niple – General Agreement Approval
 - E. Burgess & Niple Task Order No. 1 for Miscellaneous Services Approval
 - F. Discussion on House Bill 2370
 - G. City of Vienna Flood Control – Operation, Maintenance Funding Agreement Approval – WV Conservation Agency – Fiscal Year 2022
- VII. Manager's Report

VIII. Utility Board Comments

Next regular meeting: Friday May 21, 2021 @ 1:00 PM Location: 210 60th Street
Vienna, WV 26105



The Chemours Company
1007 Market Street
PO Box 2047
Wilmington, DE 19899

302-773-1000 t
chemours.com

March 31, 2021

Craig Metz
City of Vienna Public Works Director
210 60th Street
Vienna, WV 26105
e-mail: cm@vienna-wv.com

**City of Vienna - PFOA Analytical Results
February 2021 Monitoring**

Dear Mr. Metz:

The City of Vienna Public Water Service currently receives water from three well fields, a northern well field location (wells 11 through 14), a central well field location (wells 7 and 8), and a southern well field location (wells 9 and 10). Granular Activated Carbon (GAC) treatment systems were installed at the northern well field, central well field, and the southern well field to remove perfluorooctanoic acid (PFOA) from the well field water. The northern GAC system (identified as VPSD or VPSD1) became operational in August 2016 and utilizes two Calgon Model 10 units that contain two GAC carbon beds each (lead and lag bed). The southern GAC system (identified as VPSD2) became operational in October 2016 and utilizes two Calgon Model 10 units that contain two GAC beds each (lead and lag bed). The central GAC system (identified as VPSD3) became operational in October 2019 and utilizes one Calgon Model 10 unit that contain two GAC beds each (lead and lag bed).

Monthly monitoring of PFOA began at several points in the VPSD1, VPSD2, and VPSD3 GAC systems once the GAC systems were operational. Monitored points include the influent to the Model 10 units and the effluent from each of the two carbon beds. The influent and effluent samples are analyzed for PFOA and non-detect results are reported as less than the reporting limit.

The February 2021 monthly monitoring events for VPSD1, VPSD2, and VPSD3 were conducted on February 16, 2021. Attached are the results sheets for the above described monitoring of VPSD1, VPSD2, and VPSD3. Please contact me at (302) 773-1289 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Andrew S. Hartten".

Andrew S. Hartten
Principal Remediation Project Manager
Chemours Corporate Remediation Group

Attachments

cc: Yogesh Patel, WVDEP email: yogesh.p.patel@wv.gov
Meredith Vance, WVBHP email: Meredith.J.Vance@wv.gov
randy.rapp@Vienna-wv.com
File (509038) (electronic copy)

Method 537.1 : Perfluorinated Alkyl Acids (LC/MS)

The Chemours Company FC, LLC Sample ID	Eurofins Sample ID	Collection Date/Time	Date Received At Eurofins	Analysis Date	Analyte	Result (ug/L)	Reporting Limit
GC0221-VPSD1-BED1E-LAG	320-70710-1	02/16/21 09:14	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPSD1-BED1E-LAG-D	320-70710-2	02/16/21 09:14	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPSD1-BED2E-LEAD	320-70710-3	02/16/21 09:18	03/02/21	03/05/21	PFOA	0.098	0.010
GC0221-VPSD1-BED1W-LAG	320-70710-4	02/16/21 09:16	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPSD1-BED2W-LEAD	320-70710-5	02/16/21 09:20	03/02/21	03/05/21	PFOA	0.070	0.010
GC0221-VPSD1-PT	320-70710-6	02/16/21 09:22	03/02/21	03/05/21	PFOA	0.16	0.010

DEFINITIONS:

ug/L = micrograms per liter (parts per billion).

ug/kg = micrograms per kilogram (parts per billion).

< = less than the stated value.

FOR SAMPLES ANALYZED IN DUPLICATE, THE RESULTS ARE CALCULATED ACCORDING TO THE FOLLOWING CRITERIA:

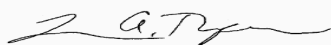
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MATRIX SPIKE RECOVERIES:

Eurofins Sample ID	Analyte	Percent Recovery	Percent Recovery Limits
320-70710-3 MS	PFOA	122	70 - 130
320-70710-3 MSD	PFOA	113	70 - 130

SUBMITTED BY:



Laura Turpen, Project Manager I

3/8/2021

Date

Method 537.1 : Perfluorinated Alkyl Acids (LC/MS)

The Chemours Company FC, LLC Sample ID	Eurofins Sample ID	Collection Date/Time	Date Received At Eurofins	Analysis Date	Analyte	Result (ug/L)	Reporting Limit
GC0221-VPD2-BED1N-LAG	320-70695-1	02/16/21 08:20	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPD2-BED1N-LAG-D	320-70695-2	02/16/21 08:20	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPD2-BED2N-LEAD	320-70695-3	02/16/21 08:24	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPD2-BED1S-LAG	320-70695-4	02/16/21 08:22	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPD2-BED2S-LEAD	320-70695-5	02/16/21 08:26	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPD2-PT	320-70695-6	02/16/21 08:28	03/02/21	03/05/21	PFOA	0.084	0.010

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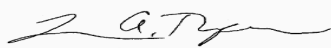
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MATRIX SPIKE RECOVERIES:

Eurofins Sample ID	Analyte	Percent Recovery	Percent Recovery Limits
320-70695-3 MS	PFOA	89	70 - 130
320-70695-3 MSD	PFOA	86	70 - 130

SUBMITTED BY:



Laura Turpen, Project Manager I

3/8/2021

Date

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GC0221-VPSD3-BED1-LEAD	320-70658-1	02/16/21 08:49	03/02/21	03/05/21	PFOA	<0.010	0.010
GC0221-VPSD3-BED2-LAG	320-70658-2	02/16/21 08:47	03/02/21	03/04/21	PFOA	<0.010	0.010
GC0221-VPSD3-PT	320-70658-3	02/16/21 08:51	03/02/21	03/04/21	PFOA	0.087	0.010
GC0221-VPSD3-PT-D	320-70658-4	02/16/21 08:51	03/02/21	03/04/21	PFOA	0.088	0.010

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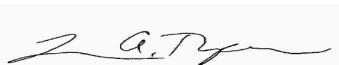
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MATRIX SPIKE RECOVERIES:

Eurofins Sample ID	Analyte	Percent Recovery	Percent Recovery Limits
320-70658-1 MS	PFOA	103	70 - 130
320-70658-1 MSD	PFOA	101	70 - 130

SUBMITTED BY:



Laura Turpen, Project Manager I

3/12/2021

Date



The Chemours Company
1007 Market Street
PO Box 2047
Wilmington, DE 19899

302-773-1000 t
chemours.com

April 12, 2021

Craig Metz
City of Vienna Public Works Director
210 60th Street
Vienna, WV 26105
e-mail: cm@vienna-wv.com

**City of Vienna - PFOA Analytical Results
March 2021 Monitoring**

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The March 2021 monthly monitoring events for VPSD1, VPSD2, and VPSD3 were conducted on March 15, 2021. Attached are the results sheets for the above described monitoring of VPSD1, VPSD2, and VPSD3. Please contact me at (302) 773-1289 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Andrew S. Hartten".

Andrew S. Hartten
Principal Remediation Project Manager
Chemours Corporate Remediation Group

Attachments

cc: Yogesh Patel, WVDEP email: yogesh.p.patel@wv.gov
Meredith Vance, WVBHP email: Meredith.J.Vance@wv.gov
Randy Rapp, City of Vienna Mayor email: randy.rapp@Vienna-wv.com
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GC0321-VPSD1-BED1E-LAG-D	320-71296-2	03/15/21 09:25	03/16/21	03/19/21	PFOA	<0.010	0.010
GC0321-VPSD1-BED2E-LEAD	320-71296-3	03/15/21 09:29	03/16/21	03/18/21	PFOA	0.13	0.010
GC0321-VPSD1-BED1W-LAG	320-71296-4	03/15/21 09:27	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD1-BED2W-LEAD	320-71296-5	03/15/21 09:31	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD1-PT	320-71296-6	03/15/21 09:33	03/16/21	03/18/21	PFOA	0.19	0.010

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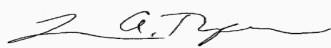
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MATRIX SPIKE RECOVERIES:

Eurofins Sample ID	Analyte	Percent Recovery	Percent Recovery Limits
320-71296-3 MS	PFOA	124	70 - 130
320-71296-3 MSD	PFOA	91	70 - 130

SUBMITTED BY:



Laura Turpen, Project Manager I

3/22/2021

Date

Method 537.1 : Perfluorinated Alkyl Acids (LC/MS)

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GC0321-VPSD2-BED1N-LAG	320-71302-1	03/15/21 08:18	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD2-BED1N-LAG-D	320-71302-2	03/15/21 08:18	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD2-BED2N-LEAD	320-71302-3	03/15/21 08:22	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD2-BED1S-LAG	320-71302-4	03/15/21 08:20	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD2-BED2S-LEAD	320-71302-5	03/15/21 08:24	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPSD2-PT	320-71302-6	03/15/21 08:26	03/16/21	03/18/21	PFOA	0.11	0.010

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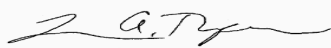
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MATRIX SPIKE RECOVERIES:

Eurofins Sample ID	Analyte	Percent Recovery	Percent Recovery Limits
320-71302-3 MS	PFOA	99	70 - 130
320-71302-3 MSD	PFOA	95	70 - 130

SUBMITTED BY:



Laura Turpen, Project Manager I

3/22/2021

Date

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GC0321-VPD3-BED1-LEAD	320-71299-1	03/15/21 08:52	03/16/21	03/18/21	PFOA	0.013	0.010
GC0321-VPD3-BED2-LAG	320-71299-2	03/15/21 08:50	03/16/21	03/18/21	PFOA	<0.010	0.010
GC0321-VPD3-PT	320-71299-3	03/15/21 08:54	03/16/21	03/18/21	PFOA	0.15	0.010
GC0321-VPD3-PT-D	320-71299-4	03/15/21 08:54	03/16/21	03/18/21	PFOA	0.16	0.010

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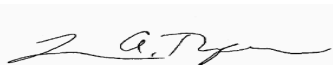
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MATRIX SPIKE RECOVERIES:

Eurofins Sample ID	Analyte	Percent Recovery	Percent Recovery Limits
320-71299-1 MS	PFOA	106	70 - 130
320-71299-1 MSD	PFOA	114	70 - 130

SUBMITTED BY:



Laura Turpen, Project Manager I

3/22/2021

Date

STATUS REPORT NO. 4

Client: Vienna Utility Board
Project: Miscellaneous Engineering Services
Contract #: 29588

Date of Status Report: April 16, 2021

Status of Invoices:

Task Order 1 – Central Boaz PSD Master Meter	\$3,897.04 Invoiced	\$920.64 Received
Task Order 15 – Stormwater Master Plan	\$7,620.00 Invoiced	\$635.00 Received
Task Order 16 – Wastewater Study	\$13,640.00 Invoiced	\$1,550.00 Received
Task Order 17 – Dredging of Pond Run	\$23,526.00 Invoiced	\$733.00 Received
Task Order 18 – Update of Water System Report	\$2,538.00 Invoiced	\$1,692.00 Received
Task Order 19 – Risk and Resiliency Assessment	\$1,208.00 Invoiced	\$302.00 Received

Status of Task Items:

Central Boaz PSD Master Meter	Estimate = N/A	Percent Complete = 95%
Stormwater Master Plan	Estimate = \$63,500	Percent Complete = 5%
Wastewater Study	Estimate = \$31,000	Percent Complete = 45%
Dredging of Pond Run	Estimate = \$86,100	Percent Complete = 80%
Update of Water System Report	Estimate = \$28,200	Percent Complete = 15%
Risk and Resiliency Assessment	Estimate = \$30,200	Percent Complete = 25%

Progress during Last Month:

- Central Boaz PSD Master Meter
 - Revised plans submitted to VUB on 3/29/21
- Stormwater Master Plan
 - Collected comments from the public.
 - Prepared summary of the public comments for Board review.
- Wastewater Study
 - N/A
- Dredging of Pond Run
 - Prepared model of the original design of the stream.
 - Began report of the results.
- Update of Water System Report
 - Reviewed hydrant flow testing needs for evaluation of distribution system
- Risk and Resiliency Assessment
 - Conducted physical security interview on 03/25/21
 - Forwarded Cybersecurity interview form to VUB 04/09/21

Planned Progress during Next Month:

- Central Boaz PSD Master Meter
 - Finalize plans for bidding
- Stormwater Master Plan
 - Collect comments from the public.
 - Prepare summary of the public comments for Board review.
- Wastewater Study
 - Convert report into Preliminary Engineering Report
 - Create preliminary application through WVIJDC
- Dredging of Pond Run
 - Prepare model of the original design of the pond.
 - Complete report.
 - Meet with the Board to discuss results.
- Update of Water System Report
 - Schedule and perform hydrant flow testing
- Risk and Resiliency Assessment
 - Schedule and complete Cybersecurity interview

Scope Changes

- Not applicable.

VUB Required Tasks

- Provide guidance on the scope of the wastewater system improvements.

Issues/Concerns

- Not applicable.

Schedule Review

Task	Preliminary Schedule	Actual
Meet concerning existing sewer TV videos	January 19, 2021	January 19, 2021
Investigate existing control along Pond Run	January 20, 2021	February 8, 2021
Present to City Council	January 28, 2021	January 28, 2021
Meet to review Central Boaz meter pit	February 1, 2021	March 4, 2021
Begin survey of Pond Run	February 1, 2021	February 8, 2021
Prepare draft questionnaire on stormwater master plan	February 5, 2021	February 12, 2021
Submit Central Boaz meter pit plans to WVDOH	February 10, 2021	March 4, 2021
Meet to review water study objectives and info needs	February 10, 2021	February 1, 2021
Publish stormwater questionnaire	February 22, 2021	March 8, 2021
Advertise contract for bids – Central Boaz meter pit	April 20, 2021	
Perform field survey for Risk& Resilience Assessment	March 16, 2021	March 3, 2021
Complete draft of wastewater study	March 18, 2021	March 18, 2021
End stormwater questionnaire collection	March 19, 2021	
Review bids for Central Boaz meter pit	May 14, 2021	
Complete survey of Pond Run	April 2, 2021	March 23, 2021
Conduct distribution system flow (hydrant) testing	April 26, 2021	
Present stormwater public outreach to Board	April 16, 2021	
Conduct interviews for Risk & Resilience Assessment	April 23, 2021	
Complete report for Pond Run	April 30, 2021	
Complete water study draft report	May 14, 2021	
PER for wastewater completed	May 28, 2021	
Complete Risk & Resilience Assessment	May 26, 2021	
Charette review of key stormwater areas	June 9, 2021	
IJDC application for wastewater PER submitted	June 10, 2021	
Present key stormwater areas to the Board	June 18, 2021	
Charette review for prioritizing stormwater improv.	August 11, 2021	
Present stormwater prioritization list to Board	August 20, 2021	
Submit final stormwater report to the Board	September 3, 2021	

**AGREEMENT BETWEEN
VIENNA UTILITY BOARD
AND
BURGESS & NIPLE, INC.
FOR
ENGINEERING SERVICES**

SECTION I – GENERAL

This Agreement is made effective as of the ___ day of _____, 20____, by and between the Vienna Utility Board, Vienna, West Virginia, a municipal utility of the State of West Virginia, hereinafter referred to as the “BOARD”, and Burgess & Niple, Inc., Engineers and Architects, 4424 Emerson Avenue, Parkersburg, West Virginia 26104, hereinafter referred to as “Engineer”.

WHEREAS, the BOARD from time to time requires professional services of the Engineer in connection with various matters; and

WHEREAS, the Engineer has performed satisfactorily on previous assignments for the BOARD and has knowledge of the BOARD’s needs and facilities; and

WHEREAS, this Agreement defines and establishes conditions upon which the BOARD may authorize Engineer to provide various professional services in connection with operating, maintaining, upgrading and improving the BOARD’s wastewater, potable water and storm water systems and Engineer agrees to provide such professional services; and

WHEREAS, the Engineer shall describe, in writing in the form of Attachment C included with this Agreement, the scope of professional services and the fee structure related to such assignments for which the BOARD desires to utilize the services of Engineer, which will be subject to mutual agreement of the BOARD and Engineer prior to any performance thereof.

NOW, THEREFORE, the BOARD and Engineer, in consideration of their mutual promises and covenants stated herein, agree as follows:

SECTION II – SCOPE OF ENGINEERING SERVICES

- A. Upon request of the BOARD and agreement of Engineer as provided herein, Engineer shall provide professional services on an as-needed basis that may include, but not be limited to, the following:
1. Preparing reports, studies, facilities plans, master plans, funding applications, plans (preliminary and final designs), specifications, bid packages and contract documents necessary for construction of improvements;
 2. Providing professional services during the construction phase, which may include construction contract administration and resident project representative services;
 3. Participating in meetings and inspections with regulatory agencies;

4. Preparing reports and correspondence related to compliance with the requirements of regulatory agencies;
5. Assisting with establishing the format and structure of databases of electronic data files;
6. Surveying and related services, including those associated with:
 - a. Developing, preparing, modifying or populating the Geographic Information System (GIS).
 - b. Establishing the boundary of property or easements, which may further include researching property records and preparing exhibits of easements or plats of property.
7. Preparing specifications for materials to be bid and purchased;
8. Performing tasks associated with “Sanitary Sewer Evaluation Surveys” (SSES) and Infiltration and Inflow (I/I) investigations. These services may include, among others, smoke testing, dye testing, flow monitoring, reviewing videos of sewer CCTV, evaluating sewer conditions, rainfall monitoring and computer modeling;
9. Reviewing plans submitted by developers for proposed improvements affecting storm water, wastewater or potable water systems;
10. Preparing estimates of costs including those associated with operation and maintenance (O&M) and construction;
11. Assisting with preparing and updating the Five-Year Plan or Capital Improvements Plan (CIP);
12. Assisting with addressing matters associated with National Pollutant Discharge Elimination System (NPDES) permits (wastewater and stormwater).

SECTION III – PROCEDURE FOR APPROVAL OF SERVICES

- A. In order to initiate an assignment of professional services, the BOARD shall request the Engineer to prepare and deliver to BOARD a Task Order, which includes a written description of the proposed assignment of services the BOARD desires Engineer to perform.
- B. Promptly upon request of such proposal from the BOARD, Engineer shall respond using the form of Attachment C to specify in writing the professional services necessary and appropriate for such proposal and propose the form of fee to be charged for the described services, including whether the fee will be on a lump sum or hourly rate basis. If the Engineer is to be compensated on an hourly rate basis, see Attachments A and B of this Agreement for the hourly rates and reimbursable expenses applicable to Task Orders.

- D. Only after receipt by Engineer of an executed copy of the Task Order may Engineer proceed to perform and complete such assignment of professional services.

SECTION IV – SUBMITTAL OF ELECTRONIC VERSIONS OF DOCUMENTS

- A. Whenever the professional services of Engineer involve the preparation of construction contract documents, said documents shall be provided to the BOARD in an electronic format acceptable to the BOARD, which may include Microsoft Word, Adobe Acrobat, or AutoCAD files.
- B. The BOARD agrees not to assert any claims against Engineer for the completeness or correctness of electronic version of documents following its acceptance of such documents. Engineer shall be responsible for the accuracy of sealed drawings and printed materials, only, that accompany the electronic submittal.
- C. The electronic version of documents will be submitted to the BOARD for a 30-day acceptance period. During this period, the BOARD may review and examine the documents and any errors detected will be corrected as a part of the professional services provided to the BOARD.
- D. Engineer makes no warranty as to the compatibility of the electronic version of documents to any operating systems, software, or software versions other than those initially acceptable to the BOARD in accordance with IV.A above.
- E. The BOARD may re-use the electronic version of documents provided by the Engineer as part of this Agreement, for its specific use, and BOARD is authorized to use said documents outside the intended scope of this Agreement, but BOARD does so at its own risk.
- F. Due to the potential for modification of the electronic version of the documents, the BOARD agrees that it shall not modify or change any of said documents for its use without removing all company names, logos, or any other identifying information of Engineer.
- G. For documentation and reference purposes only, Engineer will be responsible for retaining copies of the accepted electronic version of documents for a period not to exceed three years from the date of delivery to the BOARD.

SECTION V – SERVICES TO BE FURNISHED BY THE BOARD

- A. It is understood that Engineer may require information and assistance from the BOARD to complete assignments. Assistance provided by the BOARD may include, but will not be limited to, the following:
 - 1. Providing available information including existing engineering reports; soil borings and related reports; correspondence; plans and specifications; topographic maps; boundary surveys; plats and legal descriptions; tax maps; and shop drawings insofar as they are applicable to a project assignment and are available or may be secured by the BOARD's officers, employees and agents.
 - 2. Legal services, land title research, and other services necessary to assure title as required for all property, land and water rights, easements and rights-of-way, and assume

responsibility for the adequacy of such titles.

3. Sewer cleaning and televising (CCTV), including an electronic version of the results of the CCTV efforts.
4. Assisting Engineer during the performance of smoke and/or dye testing.
5. Providing flow monitors and rainfall gauges.
6. Providing for Engineer's access to public and private properties, as required to perform professional services requested by the BOARD.

SECTION VI – PAYMENT FOR PROFESSIONAL SERVICES

- A. Engineer shall submit invoices monthly for the professional services provided in accordance with this Agreement. Invoices will be due and payable upon receipt by the BOARD. Invoices remaining unpaid for a period exceeding 60 calendar days from the date of receipt shall accrue interest at a rate of one percent per month, beginning on the date of the invoice.
- B. The BOARD agrees to pay Engineer as compensation for professional services performed for the BOARD pursuant to assignments authorized in accordance with **SECTION III** of this Agreement. The amounts to be paid for monthly invoices shall be made in accordance with the following terms:
 1. For payment made on a lump sum basis, the amount of each monthly invoice will be based on the Engineer's estimate of the percentage of professional services completed to-date less the amounts previously paid.
 2. For payment made on an hourly rate basis, the amount of each monthly invoice will be based on the hours charged per staff category multiplied by the applicable hourly rate plus reimbursable expenses.
 - a. If the Engineer utilizes the professional services of a subconsultant, the amount charged the BOARD will equal the amount charged the Engineer by the subconsultant multiplied by a factor of 1.10.
 - b. It is understood that the hourly rates and reimbursable expenses are subject to annual adjustment effective on January 1 of each calendar year.
 - c. Reimbursable expenses shall include the actual out-of-pocket expenses associated with the performance of the professional services, including transportation to and from the Engineer's and the BOARD's offices. In addition, the BOARD shall reimburse Engineer for costs associated with temporary personnel, equipment rental and reasonable travel expenses. Attachment B identifies the costs allocable to reimbursable expense categories.

SECTION VII – NO ASSIGNMENT WITHOUT CONSENT

- A. The BOARD and Engineer have bound themselves, their members, successors, executors, administrators, and assigns to this Agreement and to all covenants in this Agreement. Neither the BOARD nor Engineer shall assign or transfer its rights and/or obligations under this Agreement without the written consent of the other party hereto.

SECTION VIII – TERMINATION CLAUSE

- A. This Agreement may be terminated by either party upon 90 days' prior written notice for cause or for no cause.
- B. Nothing in this Agreement shall commit or require the BOARD to request that Engineer perform any professional engineering or related services pursuant to this Agreement. Any and all work or services requested from Engineer shall be at the BOARD's sole judgment and discretion.
- C. Notwithstanding the termination of this Agreement, Engineer shall be entitled to payment for all work or services authorized by the BOARD and performed prior to the effective date of the termination, together with reimbursable expenses.

SECTION IX - STANDARD OF PERFORMANCE

- A. Engineer shall perform its services in accordance with the standards for such professional services which prevail in the area in which, and at the time that, those services are rendered. No warranty, guarantee, or representation, either expressed or implied, is included or intended in any materials, plans, specifications, designs, reports, or other services provided by Engineer.

SECTION X – PERIOD OF AGREEMENT

- A. It is understood that this Agreement shall remain valid for a period of one (1) year, with an option to renew at the end of each successive year for a total of five (5) years from the date first above written. Each renewal period is for a period of one year and renews automatically at the end of the preceding year unless communicated otherwise in writing by either party.

SECTION XI – OTHER PROVISIONS OF THE AGREEMENT

- A. This Agreement is made subject to all applicable provisions of the West Virginia Code and its application and interpretation shall be governed by West Virginia law. The parties hereto consent to the jurisdiction of the courts located in the State of West Virginia and agree that any and all actions or lawsuits shall be brought and maintained before a court located in Wood County, West Virginia.
- B. Engineer will carry and maintain liability and property damage insurance, including professional errors and omissions insurance, in the amounts shown on the attached certificates of insurance. Engineer will carry and maintain workers compensation and other employment related insurance in accordance with the requirements of the West Virginia law. It is further understood that insurances coverages shall be provided for Comprehensive General Liability, Automobile

Liability/Bodily Injury, Excess/Umbrella Liability, Workers Compensation, and Employer Liability comporting with the minimum requirements as set out by pertinent statutory minimums with Comprehensive Liability being no less than \$2,000,000 and the remainder being no less than \$1,000,000 save for Workers' Compensation which must comport with statutory requirements and at the levels set by West Virginia law.

SECTION XII – BANKRUPTCY

- A. In the event that the Engineer files for bankruptcy protection, this Agreement is automatically null and void, and is terminated without further order.

SECTION XIII - SIGNATURES

IN WITNESS WHEREOF, the BOARD and Engineer hereby approve and accept the terms and conditions of this Agreement. To demonstrate said acceptance and approval, the parties hereto by their duly authorized representatives have executed this Agreement as of the day and year first above mentioned.

VIENNA UTILITY BOARD
a municipal utility

By: _____
Randall C. Rapp

Its: _____
Chairman

BURGESS & NIPLE, INC.

By: _____
Craig D. Richards, PE

Its: _____
Vice President

By: _____
Michael P. Davis, PE

Its: _____
Project Manager
CDR:jkm

**ATTACHMENT A
TO
2021 HOURLY RATES**

	<u>Minimum</u>	<u>Maximum</u>
Principals/Associates	\$ 166.00	\$ 210.00
Project Director	\$ 156.00	\$ 210.00
Staff Consultant	\$ 156.00	\$ 210.00
Senior Staff		
Architect	\$ 130.00	\$ 202.00
Chemical Engineer	\$ 130.00	\$ 202.00
Civil Engineer	\$ 130.00	\$ 202.00
Electrical Engineer	\$ 130.00	\$ 223.00
Environmental Engineer	\$ 130.00	\$ 202.00
Environmental Scientist	\$ 130.00	\$ 202.00
Geotechnical Engineer	\$ 130.00	\$ 223.00
Hydrogeologist	\$ 130.00	\$ 202.00
Geologist	\$ 130.00	\$ 202.00
Instrumentation Engineer	\$ 130.00	\$ 202.00
Mechanical Engineer	\$ 130.00	\$ 202.00
Sanitary Engineer	\$ 130.00	\$ 202.00
Structural Engineer	\$ 130.00	\$ 202.00
Staff Categories		
Administrative Aide	\$ 62.00	\$ 109.00
Architect	\$ 93.00	\$ 145.00
CADD Operator	\$ 71.00	\$ 123.00
Chemical Engineer	\$104.00	\$ 145.00
Civil Engineer	\$ 97.00	\$ 145.00
Designer	\$ 88.00	\$ 164.00
Drafter	\$ 62.00	\$ 109.00
Electrical Engineer	\$ 99.00	\$ 156.00
Engineering Aide	\$ 62.00	\$ 125.00
Environmental Scientist	\$ 80.00	\$ 140.00
Estimator	\$ 88.00	\$ 145.00
Geologist	\$ 83.00	\$ 156.00
Geotechnical Engineer	\$ 97.00	\$ 156.00
Hydrogeologist	\$ 97.00	\$ 156.00
Instrumentation Engineer	\$ 97.00	\$ 156.00
Mechanical Engineer	\$ 97.00	\$ 156.00
Project Representative	\$ 73.00	\$ 150.00
Sanitary Engineer	\$ 97.00	\$ 156.00
Structural Engineer	\$ 97.00	\$ 156.00
Surveyor	\$ 83.00	\$ 160.00
Surveyor Crewman	\$ 68.00	\$ 108.00
Technician	\$ 62.00	\$ 140.00

ATTACHMENT B

**BURGESS & NIPLE, INC.
2021 REIMBURSABLE COSTS**

- | | |
|--------------------------------------------------------------|--------------------------------------------------------|
| 1. Local travel (auto) | At the current rate accepted by the Federal Government |
| 2. Other BOARD-authorized travel including meals and lodging | At cost |
| 3. BOARD-authorized subconsultant services | Subconsultant invoice amount plus 10% markup |
| 4. Other reimbursable expenses | At cost |

Description of Form and Limits, if Any, of Compensation to be Paid for Services Described Above

Description of scope of professional services and form of compensation respectfully submitted by:

BURGESS & NIPLE, INC.

By: Craig D. Richards, PE
Its: Vice President

By: Michael P. Davis, PE
Its: Project Manager

In accordance with the terms of the Agreement, the professional services and form of compensation as described above are hereby authorized by:

VIENNA UTILITY BOARD

By:
Its: Chairman

Dated: _____

ATTACHMENT C
REQUEST FOR ENGINEERING AND RELATED SERVICES
BY THE VIENNA UTILITY BOARD
TO
BURGESS & NIPLE, INC.

Task Order No. 1
Miscellaneous Professional Services

In accordance with Section III of the Agreement dated and effective as of _____, 2021, the BOARD submitted a request to the Engineer for professional services. The following is the Engineer's submitted response.

General Description of Professional Services Requested

The BOARD requires the professional services of the Engineer to complete various assignments, at its convenience, on an as-needed and as-requested basis. These assignments may vary in size, scope, complexity or duration and may involve the BOARD's potable water, wastewater or storm water system.

Response of Engineer Describing, in detail, the Scope of Professional Services to be Provided

It is understood that assignments identified by the BOARD to be completed in accordance with this Task Order may vary in size, scope, complexity and duration. The professional services provided in accordance with this Task Order may include, but may not be limited to, the following:

1. Monitoring or evaluating portions of the storm water, wastewater, or potable water systems.
2. Preparing reports, plans, specifications, permit applications or cost estimates for projects.
3. Preparing bidding forms, specifications or other relevant documents associated with the BOARD's purchase of equipment or materials.
4. Reviewing plans, specifications, calculation, reports or costs estimates of improvements proposed by developers.
5. Assisting with the review or development of codes, ordinances, resolutions or policies.
6. Attending meetings with the BOARD or its designated representatives.
7. Participating in meetings and evaluations with regulatory agencies.
8. Assisting with preparing mapping, including field surveying and data collection associated with populating the Geographic Information System (GIS).
9. Preparing forms, reports or correspondence related to compliance with the requirements of State or Federal regulatory agencies.
10. Assisting with preparing and updating the Five-Year Plan.
11. Performing tasks associated with "Sanitary Sewer Evaluation Surveys" (SSES) and Infiltration and Inflow (I/I) investigations. These services may include, among others, smoke testing, dye testing, flow monitoring, reviewing videos of sewer CCTV, evaluating sewer conditions, rainfall monitoring and computer modeling.

The following is further understood:

- This Task Order does not preclude the BOARD from requesting and requiring a separate Task Order for any assignment it deems appropriate.
- The BOARD may request the Engineer to provide an estimate of the fee associated with any assignment authorized in accordance with this Task Order.

Description of Form and Limits, if Any, of the Compensation to be Paid for the Services Described Above

The BOARD agrees to pay the Engineer's hourly rates and reimbursable expenses as compensation for the professional services performed for the BOARD pursuant to services requested and authorized in accordance with this Task Order. The hourly rates and reimbursable expenses are set forth in Attachments A and B of the Agreement, respectively. A fee limit is not applicable for this Task Order. However, a fee limit may be applicable to individual assignments issued by the BOARD.

Description of scope of work and form of compensation respectfully submitted by:

BURGESS & NIPLE, INC.

By: Craig D. Richards, PE
Its: Vice President

By: Michael P. Davis, PE
Its: Project Manager

In accordance with the terms of the Agreement, the professional services and form of compensation as described above are hereby authorized by:

VIENNA UTILITY BOARD

By: Randall C. Rapp
Its: Chairman

Dated: _____

Program: OM&R Funding
City/County Vienna/Wood
Agreement #

**City of Vienna Flood Control
Operation, Maintenance Funding Agreement**

THIS AGREEMENT made this _____ day of _____, 2021, by and between the City of Vienna, Little Kanawha Conservation District, and the West Virginia Conservation Agency.

AUTHORITY: WVCA: W.Va. Code 19-21A-4
 City of Vienna: W. Va. Code 8-12-5(9)

THE PURPOSE of this agreement is to recognize the need for ongoing operation, maintenance and inspection for critical infrastructure and to provide annual funding to operate and maintain the flood control structures in Wood County.

It is Mutually agreed that:

This agreement shall run on a 12-month fiscal year, July 1 to June 30. This agreement may be extended for up to five years by mutual consent of each party.

All sponsors agree to provide funding to the Little Kanawha Conservation District on an annual fiscal year basis to address the operation and maintenance of the structures covered under this agreement.

Unless otherwise noted, the annual contributions will be:

City of Vienna	\$7,500.00
West Virginia Conservation Agency ...	\$7,500.00

The Little Kanawha Conservation District shall send a letter in January of each year requesting these funds in accordance with the list above.

As part of the request, the Little Kanawha Conservation District, in collaboration with the West Virginia Conservation Agency, shall make a report to the City of Vienna on prior fiscal year's operation and maintenance work, and provide a projection of work that will be performed during the upcoming fiscal year.

All parties listed above shall attend the scheduled operation and maintenance inspections on an annual basis at a time mutually agreed to by the parties.

Any costs outside of the regular operation and maintain will be negotiated and become part of a separate agreement between the parties.

Page 2
OM&R Funding Agreement
City of Vienna
Agreement #

West Virginia Conservation Agency funding is subject to annual appropriations from the WV Legislature.

City of Vienna's funding is subject to annual appropriations.

This agreement reflects the entire understanding between the parties. Any changes to this agreement shall be in writing and signed by all parties.

This agreement is governed by West Virginia law. If any part of this agreement is declared to be invalid by a body having competent jurisdiction, the remaining terms and conditions of the agreement survive in their entirety.

CITY OF Vienna

By: _____

Title: _____

Date: _____

This action authorized at an
Official meeting of the
City of Vienna on
the ____ day of _____, 2021,
in the State of West Virginia.

Attest:

(Signature)

(Title)

LITTLE KANAWHA CONSERVATION DISTRICT

By: _____

Title: _____

Date: _____

This action authorized at an
Official meeting of the
Little Kanawha Conservation District on
the ____ day of _____, 2021,
in the State of West Virginia.

Attest:

(Signature)

(Title)

Page 3
OM&R Funding Agreement
City of Parkersburg
Agreement #

WEST VIRGINIA CONSERVATION AGENCY

By: _____

Title: _____

Date: _____