



**TOWN OF LEESBURG, VIRGINIA
REQUEST FOR QUOTATION**

**INDEPENDENT FEE ESTIMATE (IFE)
AIRPORT AIR TRAFFIC CONTROL TOWER SITING STUDY (24002)**

September 25, 2023

The Town of Leesburg is requesting written price quotations from qualified firms to perform an independent fee estimate related to modeling and siting study services for a new air traffic control tower at the Leesburg Executive Airport. Quotes are to be emailed to: Town of Leesburg, Attn: Karin Franklin at kfranklin@leesburgva.gov, by 12:00 PM on October 4, 2023 with an expected award within 2 weeks of submittal. Interested offerors must be able to complete the work quoted and have it emailed to Karin Franklin within four weeks of receiving Notice to Proceed (earlier is greatly appreciated).

The awarded firm is required to have knowledge and experience in performing similar type services within the last five (5) years. Quotes from firms without such experience may be removed from consideration as non-responsive.

Scope of Work

Perform an independent fee estimate for the scope of services as described below in accordance with the Federal Aviation Administration (FAA) guidelines and based on the attached scope of work, "*Air Traffic Control Tower Siting Study Special Assistance*". The scope of work provided is a draft and may change slightly. Final scope will be provided to the low bidder with Notice to Proceed. The scope of work includes preparation of an Air Traffic Control Tower (ATCT) siting study for approval by the Federal Aviation Administration (FAA) in conjunction with the FAA Contract Tower (FCT) Program requirements. Included in the scope of work is the development of a 3D interactive airport simulation for the siting of the tower. Three sites will be evaluated which will include line of sight assessments, Phase 1 environmental for each site, preparation of preliminary layout exhibits, research of available utilities, potential development impacts, and local zoning review. Professional site assessment services for the tower include preparation of a siting report to determine the location of the proposed tower and preparation of a 3D model. The fee reviewer should be familiar with FAA Contract Tower Program requirements, FAA Order 6480.4C, Chapter 9, Airport Traffic Control Tower Alternative Siting Process and the VISTA Siting Process, Chapter 9 for FCTs.

Submission of Quotes

Offerors are to submit:

- A written price quote for the independent fee estimate.

Acceptance of Quotes

Quoted prices shall be good for a period of four (4) weeks. The Town reserves the right to accept or reject any or all quotes in whole or in part, to make multiple awards, or to waive informalities in the process of awarding a Purchase Order.

Purchase Order

The quote submitted by the successful firm will become part of any Purchase Order awarded as a result of this Request for Quotation. A Purchase Order will be issued to the successful firm. Refer to the attached Purchase Order Terms and Conditions.

Questions

Questions should be emailed to kfranklin@leesburgva.gov

QUOTE FORM – Company Information

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Email _____
Organized under the laws of the State of _____
Federal Id Number _____ Registered Agent _____
VA State Corp. Comm. Registration No. _____ (or attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

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

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. **The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.**

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

**REQUEST FOR QUOTATION
TOWN OF LEESBURG**

FIRM MUST RETURN THIS FORM WITH QUOTE

*25 W. Market Street
Leesburg, VA 20176*

QUOTE FORM - PRICING PAGE

Date:	Subject: Independent Fee Estimates – Airport Air Traffic Control Tower Siting Study	Due Date: October 4, 2023 at 12:00 p.m.	
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Firm Name/Address:

Instructions to Quoters: Quotes must be emailed to kfranklin@leesburgva.gov . Quote lowest possible price and best delivery on services listed below. Complete all items.

Item and Description	Total Price
Independent fee estimate to review the Proposal for Air Traffic Control Tower Siting Study.	\$ _____.

Acknowledge Receipt of Addendum:

Addendum # ___ Received: _____
Addendum # ___ Received: _____

Firm Guarantees services offered will meet or exceed specifications identified in this Request for Quotation, subject to all conditions stated herein and that services will be delivered by 12:00 PM on October 4, 2023.

By _____ Title _____ . Date _____ .

TOWN OF LEESBURG, VIRGINIA

PURCHASE ORDER TERMS AND CONDITIONS

1. **Applicable Laws:** This Purchase Order (PO) shall be governed by and is subject in all respects, whether as to validity, construction, capacity, performance, or otherwise to the laws of the Commonwealth of Virginia and the Town of Leesburg, Virginia, Procurement Policy adopted August 8, 2000, as amended. This PO is subject to, and the Contractor shall at all times observe and comply with, all applicable federal, state, or local laws, ordinances, and regulations which in any manner affect the conduct of the work or those engaged or employed on the work, including but not limited to: the Civil Rights Act of 1964; the Virginia Fair Employment Contracting Act of 1975; the Federal Immigration Reform and Control Act of 1986; the Rehabilitation Act of 1973 Section 504; the Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

2. **Definitions:** As used herein, the following terms shall have the following meanings:

Town: Any entity for whom the Procurement Office, Town of Leesburg, Virginia has served as the Purchasing Agent, including, without limitation, the Town of Leesburg, Virginia, its officers, agents and employees.

Contractor: The individual or organization named on the front of a PO issued by the Town, whether identified on the PO as "Contractor", "Vendor", or any similar term.

3. **Precedence of Terms:** To the extent that Contractor has entered into a separate written agreement with the Town for the equipment, goods or services provided pursuant to this PO and this PO is issued in accordance with such agreement, the Terms and Conditions of that agreement shall control in the event of any conflict with the terms and conditions stated in this PO.

4. **Acceptance:** This PO constitutes the Town's offer and shall be accepted by the Contractor only in accordance with the terms hereof. Any acceptance of an offer of Contractor, or any confirmation herein of a prior agreement between the Town and the Contractor, is expressly made conditional on Contractor's assent to the additional or different terms contained herein. This PO may be accepted by Contractor by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Contractor's acknowledgement form or other written document will also act as acceptance if the terms of such document agree with this PO. Notwithstanding (a) any oral communications or instructions, (b) terms and conditions contained in any quotation, acknowledgement, invoice or other written document of Contractor, or (c) previous waiver in any instance, no addition to, waiver for the future, or modification of any of the provisions herein contained shall be of any force or effect unless made in writing and executed by the Town. The Town will not be bound in any manner for goods delivered or services rendered except on the basis of this PO and all conditions contained herein. By accepting this PO the Contractor understands and agrees that any and all terms and conditions contained on Contractor's acknowledgement or other Contractor forms that are in conflict with those contained herein are null and void.

5. **Right to Inspection and Rejection:** By accepting this order, Contractor warrants that goods or services delivered must be strictly in accordance with the referenced bid, proposal or quote, and shall not deviate in any way from terms, conditions or specifications of such bid, proposal or quote. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the Contractor. Contractor will bear the cost of Town's inspection of rejected merchandise and the cost of return thereof.

6. **Changes and Modifications:** No substitution, change or deviation shall be made without approval from the Town in writing. The Town shall have the right at any time to make changes in this PO by written notice to Contractor, and Contractor agrees to comply with such changes. If such changes cause a material increase or decrease in Contractor's costs or time of performance of this PO, Contractor shall notify the Town immediately and negotiate an adjustment.

7. **Sales Tax:** As a political subdivision of the Commonwealth of Virginia, the Town is exempt from local, state and federal taxes. Such taxes must not be charged or included in the price. If tax is included, the amount thereof will be deducted from the invoice amount.

8. **Delivery and Title:** Unless agreed to otherwise by the Town in writing, delivery shall be F.O.B. Destination and the title shall pass to the Town upon acceptance. Risk of damages or loss following shipment and prior to acceptance by the Town shall be the responsibility of the Contractor. All freight and transportation charges are to be pre-paid by the Contractor to the carrier without further liability to the Town. Delays in shipment shall be reported immediately to the Town. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. Charges for boxing, packaging or cartage will not be allowed or paid by the Town unless otherwise expressly stated on this PO.

9. **Invoices:** All invoices shall be mailed to the Town location indicated on the Town's PO and the Town's PO number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence. An invoice shall be rendered for each order or for each shipment if more than one is made on an order. If delivery is made by carrier, an itemized delivery ticket must be attached to the package or other shipping unit.

10. **Payment Terms:** Payment will be authorized by the Town following receipt of a valid invoice and delivery of goods or completion of services, whichever is later. Payment terms shall be "Net 45 Days" unless otherwise agreed by the Town in writing. The payment terms stated herein must appear on the Contractor's invoice, and failure to comply with this requirement may result in the invoice being returned to the Contractor for correction. Unless otherwise agreed by the Town in writing, late payment charges shall not exceed one percent (1%) per month of the invoice amount due. If offered by the Contractor, a payment discount shall begin from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods or services, which occurs later.

11. **Time of the Essence:** Time of shipment and of other aspects of performance hereunder is of the essence of this agreement.

12. **Insurance:** Unless otherwise agreed by the Town in writing, Contractors performing work on Town property shall maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance, with limits no less than \$1,000,000 per occurrence; (b) Commercial Automobile Liability (including all owned, hired and non-owned vehicles), with limits no less than \$1,000,000.00; and (c) Worker's Compensation with statutory limits. Evidence of such coverage, in the form of a Certificate of Insurance endorsed to name the Town as an additional insured, shall be provided to the Town prior to the commencement of work.

13. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by Contractor's performance of this PO and the referenced bid, proposal or quote.

14. **Termination at Option of Town:** The Town, by written notice, may terminate this PO in whole or in part for any reason (including but not limited to non-appropriation or reductions in appropriations). If this PO is terminated for convenience of the Town, the Contractor will be compensated to the extent that the goods or services have been accepted by the Town prior to the effective date of the termination. Other than such compensation, the Town shall not be liable to the Contractor for any damages on account of the Town's failure to accept all of the items or services ordered.

15. **Cancellation for Default:** In the event this PO is cancelled by the Town as a result of default by the Contractor, including failure to deliver the goods or services ordered by the time specified, the Contractor shall be liable for all damages available to the Town in law or in equity, including the excess cost to re-procure similar items from other sources. The Contractor shall reimburse the Town for all costs in excess of the price stated in this PO when re-procurement is made from an alternative source; or, in the event that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from such balance as payment.

16. **Force Majeure:** No delay in, or failure of, performance by either the Town or the Contractor will constitute default or give rise to any claim for damages if and to the extent caused by the occurrence of an event beyond the control of the affected party, including but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workmen, fire, flood, riots, war, rebellion, terrorism, or sabotage.

17. **Authorization to Conduct Business in Virginia:** Contractor, if 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 Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor is a business entity as described in this paragraph, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia (if applicable) to be revoked or cancelled at any time during the term of the contract. The Town may void this PO if Contractor fails to remain in compliance with the provisions of this paragraph.

THE FOLLOWING PROVISIONS APPLY TO ALL PURCHASE ORDERS OVER \$10,000.00:

18. **Non-discrimination in Employment:** During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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 nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts of over \$10,000.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that such Contractor is an equal opportunity employer. However, 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 provision.

The Contractor shall include the provisions of the subdivisions A and B in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

19. **Drug-free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

SCOPE OF SERVICES

Client: Town of Leesburg

Project Title: Air Traffic Control Tower Siting Study

Project Location: Leesburg Executive Airport (JYO)

TBI Project Number: 3108-2301

Date: September 6, 2023

Project Description:

The Leesburg Executive Airport is looking to replace their remote air traffic control tower with a standalone structure on airport property. The first phase of this development is to select a recommended site and total height of the proposed tower for approval by the Federal Aviation Administration (FAA) in conjunction with the FAA Contract Tower (FCT) Program requirements.

Included with this scope of work is the development of a 3D interactive airport simulation for siting of the tower. Three sites will be evaluated which will include line of sight assessments, Phase 1 environmental for each site, preparation of preliminary layout exhibits, research of available utilities, potential development impacts, and local zoning review. Talbert & Bright will assist the owner with FAA coordination to navigate the virtual reality and siting process. All reports will be generated by the siting consultant, reviewed by Talbert & Bright and submitted to the owner and appropriate agencies for review and ultimate approval.

Services Offered:

Preliminary (Phase 01) - includes project scoping, start-up services, and correspondence with the owner. This phase also includes the development and coordination of the work authorization package.

Special Assistance (Phase 13) - includes coordination with both the Air Traffic Control Tower Siting and Phase 1 Environmental Site Assessment (ESA) subconsultants, review of documents and reports, development of preliminary site exhibits, preliminary utility review, owner coordination and project administrative coordination.

Subcontracted Services (Phases 71 and 72) will be procured for this project.

Air Traffic Control Tower Siting (Phase 71) – A tower siting expert will be included in the contract to provide professional site assessment services including preparing a siting report to determine the location of the proposed tower and preparation of a 3D model. All work will meet FAA Contract Tower Program requirements, FAA Order 6480.4C, Chapter 9, Airport Traffic Control Tower Alternative Siting Process and the VISTA Siting Process, Chapter 9 for FCTs. See attached subcontractors’ proposal for detailed scoping.

Phase 1 Environmental (Phase 72) A Phase 1 ESA will be prepared in accordance with ASTM Standard E1527-21, Standard Practice for Phase 1 Environmental Site

SCOPE OF SERVICES

Assessments. The assessment will also include a Business Environmental Risk Review for Option 1. See attached subcontractors' proposal for detailed scoping.

Anticipated Schedule – the approximate schedule / deliverable milestones are noted below:

Scope of Work Approval	September 2023
Project Start	October 2023
Draft Siting Report Submission	December 2023
Final Draft Siting Report to FAA	February 2024
3D Model Validation & Safety Assessment	April 2024
Final Report to Owner and FAA	April 2024

Note: Review times by government agencies that differ from the project schedule will allow the A/E to modify the schedule as appropriate.

Invoicing - Invoicing will be completed based on estimated percentage complete for Fixed Fee phases and time spent/costs incurred for Cost Plus phases. See Attachment 1 for project fees.

Exclusions:

- Construction document preparation/ design services
- ALP Revisions
- Architectural services
- NEPA environmental services
- Construction oversight
- Utility surveys
- Property boundary and ground surveys



3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

T: 678.336.7740
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August 25, 2023

Mr. Steven T. Peterson, P.E.
Talbert & Bright, Inc.
10105 Krause Road, Suite 100
Chesterfield, VA 23832
M 804.768.6878

RE: Scope of Work & Fee Proposal for Virtual Reality (VR) and Siting Study for Leesburg Executive Airport (JYO)

CTBX / A Pond Brand (CTBX + Pond) is pleased to submit this proposal to CTBX for providing Virtual Reality (VR) technology as a part of the Control Tower Siting Process at Leesburg Executive Airport (JYO).

Project Description:

The Leesburg Executive Airport (JYO) is embarking on a Site Selection Study to Replace the Existing Airport Traffic Control Tower (ATCT) and has selected CTBX / A Pond Brand (via Talbert & Bright) to provide these Professional Services. This professional services proposal addresses the first phase of the scope of work for the tower replacement program. Other Professional Services by CTBX / A Pond Brand for subsequent phases can follow as may be requested to include an Environmental Assessment of the site selected, Design Plans & Specifications for Permitting & Bidding and Construction Administration.

The purpose of this Study is to select a recommended site and height of a new Airport Traffic Control Tower (ATCT), as will be approved by the FAA, to satisfy the FAA Contract Tower (FCT) Program requirements. This will be accomplished by preparing a Siting Report Document for a new ATCT and to acquire FAA signature approvals for the Recommended ATCT Site and Height. The preparation of the Siting Report will follow the guidance and requirements set forth in the working draft of FAA Order 6480.4C, Chapter 9, *Airport Traffic Control Tower Alternative Siting Process* (issued for review July 2021), and the *VISTA Siting Process*, Chapter 9 for FCTs (authorized November 5, 2021).

CTBX / A Pond Brand will provide its services as a Subconsultant to Talbert & Bright.

Scope of Services:

Task 1: Project Management and Coordination

- 1.1 The CTBX/Pond Project Manager and Siting Analyst will conduct and attend a project Kick-off meeting for JYO with appropriate airport staff, FAA and other invited stakeholders. The objectives of this meeting will include an overview of the FAA Siting Process and a review of potential ATCT sites that will result in a consensus for three (3) preferred sites to continue further with in-depth analysis.
- 1.2 The CTBX/Pond Project Manager and Siting Analyst will coordinate regularly with the FAA National Coordinator and his Team regarding adherence to criteria.

- 1.3 All transmittals will be made electronically. No printing and mailing by CTBX/Pond is required unless agreed to and authorized in writing.
- 1.4 The Project Manager for will maintain monthly coordination with Talbert & Bright and the JYO Airport Management on project progress/milestone dates.
- 1.5 CTBX/Pond will coordinate with the FAA ADO, as directed by Talbert & Bright or the JYO Airport Management. CTBX/Pond will coordinate with the FAA Contract Tower Program Implementation Manager (FCT PIM) as needed with the prior knowledge of Talbert & Bright and the JYO Airport Management.
- 1.6 CTBX/Pond will research, verify and document FAA Orders, Advisory Circulars and standards applicable to the project. Talbert & Bright will assist in identifying local utilities and access requirements and provide them to CTBX.
- 1.7 A Phase 1 Environmental Site Assessment (ESA) is required to be part of the Siting Reports will be provided by Talbert & Bright.
- 1.8 Verify that scope meets JYO budget and schedule.
- 1.9 Coordinate Subconsultants – CTBX/Pond will employ the services of two (2) FAA subject matter experts, John Mogul and Nelson Spohnheimer (former FAA subject matter experts who have provided airspace determinations and comm/navigation aid impacts for CTBX on previous Siting Reports) for those discrete tasks at JYO. The Project Manager will direct and coordinate the activities of these firms regarding the scope, timing and content of their respective contributions to the ATCT SITING REPORT.

Task 2: Siting Report

The Siting Report will adhere to the criteria in Chapter 9 and related appendices of FAA Order 6480.4C and the VISTA document.

2.1 Survey and Data Collection

CTBX / A Pond Brand will utilize available data provided by Talbert & Bright and JYO from on-site reconnaissance and on-line sources including:

- a) Airport Layout Plan (ALP), airport mapping, and aerial photographs, as available.
- b) Topographic mapping (photogrammetry) available from Leesburg Executive Airport and/or Talbert & Bright. Elevations in NAVD88.
- c) Building heights and candidate ATCT sites data.
- d) Latitude/longitude of runway ends and other key points on the airport (NAD 83).
- e) USDA Soils Survey and/or soils information from past projects in the vicinity of candidate sites (in lieu of new geotechnical investigations (borings)).
- f) Access plans and utility locations on the airport property.
- g) Existing and planned instrument approaches.
- h) NAVAIDS and Landing Aids on the airfield.
- i) Airport weather information related to visibility and VFR vs. IFR conditions.
- j) Reports from airport management and recent controller observations related to sunrise/sunset, percent runway end utilization, traffic patterns, and aircraft types.

The Siting Report will be limited to full analysis of three (3) sites as will be determined below. These sites will be selected from an overview of candidate sites that may be proposed by the Consultant and the JYO Management. Three (3) sites are the minimum number required by FAA to be fully analyzed and included in the Siting Report. No other sites will be considered for the detailed analysis prescribed in the FAA VISTA Siting Process for FCTs. If FAA or JYO has more sites to be

considered, then their investigation and analysis will be considered additional to this scope of work. CTBX will make one (1) site visit to JYO related to data gathering and verification of Sites 1, 2 and 3.

The site visit will involve the CTBX / A Pond Brand Project Siting Analyst to:

- a) Review the airport facilities in general and the sites to be considered in this study and visit other airport points of interest.
- b) The site visit may be combined with a review meeting with Airport Management and others as determined by the management.
- c) CTBX / A Pond Brand will take day and nighttime drone photos, including 360 degree photos of the surrounding area at all (3) proposed tower and eye heights.

2.2 – Draft Siting Report

CTBX / A Pond Brand will prepare and provide a Draft Siting Report for review and comment, first to JYO and, after addressing and incorporating JYO comments, then to the FAA National Coordinator and FCT PIM and their team of subject matter experts for review and comment. The report will address sites eliminated and the characteristics of each of the three (3) preferred candidate sites for full consideration of potential hazards and risk management. A narrative report with supporting graphics and appendices will address and include:

- a) Visibility Performance – Application of the FAA’s Visibility Tool (ATCTVAT) to each candidate site to determine allowable minimum cab height and distance to aircraft operational areas.
- b) Acceptance Criteria – Provide 3D Interactive Computer Simulations and Screen Shots, in lieu of Shadow Studies, of each candidate site utilizing a color aerial base mapping and available terrain modeling of JYO together with existing and future information from the ALP. This tool will be used to address Look Down / Look Up Angles, Look Across, Line-of-Sight, and Cab Orientation with columns or mullions to satisfy the FAA VISTA criteria.
- c) Provide panoramic screen shots (same as to those done at the FAA’s AFTIL) for enhanced validation and documentation of the results produced by the 3D Interactive Computer Simulations. Evaluate and document all other siting criteria including but not limited to TERPS; FAR Part 77; Sunlight; Artificial Lighting; Atmospheric Conditions; Site Access; Communications, Navigation and Surveillance Equipment. CTBX will coordinate with and provide site data to the FAA National Coordinator to be used in acquiring preliminary FAA Airspace Determinations.
- d) Rough Order of Magnitude (ROM) of Probable Construction Cost will be developed for each of three (3) candidate sites. Recently constructed contract towers in the United States will be referred to for the rough order of magnitude (ROM) cost estimates. Local site infrastructure and access information, as provided by Talbert & Bright, will be applied.
- e) Locations of Rotating Beacon, ILS, AWOS and Airfield Lighting Vault
- f) Preliminary Hazard Assessment (PHA)
- g) Site Comparison Chart of the three (3) candidate sites

2.3 – Review Meeting and 3D Simulation

A review meeting will be held with the JYO Management, authorized Stakeholders, and FAA as desired, virtually at JYO to discuss review comments and necessary revisions to the report. The 3D Interactive Computer Simulation will be available to review and virtually shared with the ability to view adjustments to the heights and/or sites, as needed. Consensus from JYO regarding the three (3) candidate site locations and heights is required at that time.

CTBX / A Pond Brand will then take and include 360-degree panoramic screenshots of the 3D Simulation from the proposed eye height of the control cab from each of the three (3) candidate sites receiving the JYO consensus acquired at the meeting above.

2.4 – Final Draft Siting Report

CTBX / A Pond Brand will incorporate all applicable review comments from the Task 2.3 review meeting and results of the panoramic photos into the Siting Report. Data for preliminary airspace determinations (i.e., FAA 7460) will be filed with the FAA National Coordinator for all three (3) sites. The FAA VISTA Siting Panel Meeting can be confirmed at this time. The airspace determination response from FAA will be needed for that Meeting.

2.5 – Siting Report Submittal

The reviewed Siting Report will then be formally submitted to JYO, the FAA National Coordinator and FCT PIM. CTBX will address subsequent review comments after the FAA Safety Assessment Panel finalizes the Siting Report.

Task 3: 3D Model Validation & Safety Assessment Panel

3.1 – 3D Model Validation

CTBX / A Pond Brand will prepare the Virtual Reality (VR) component of the 3D Model for use in a Validation Session with the FAA VISTA Team. This session will evaluate the accuracy of the 3D Model and its ability to identify controller line-of-sight and evaluate potential hazards to air traffic control (ATC). A preliminary determination of each potential risk will be made with respect to frequency and severity. These will be summarized for further consideration by JYO and FAA subject matter experts during the Safety Assessment Panel.

3.2 – FAA Safety Assessment Panel

The purpose of this session will be to review all the data in the Siting Report and apply it to a controller in a JYO VR environment from each of the three (3) preferred sites. The Safety Assessment Panel will be conducted virtually except that a local air traffic controller will be present wearing a VR headset in the virtual JYO environment. It will be attended by CTBX / A Pond Brand with representatives from the JYO Management, an ATC controller, FAA ADO, Talbert & Bright, and several FAA lines of business (FAA Panel). CTBX / A Pond Brand will run various scenarios, in real time, as requested by the panel to evaluate the preferred sites. A second session is (sometimes but) not usually requested by the FAA and is therefore not included in this scope of services. It may be added as additional services, if required. A Final Determination will be requested of the FAA ADO for the Recommended Site at the completion of the Safety Assessment Panel.

3.3 – Comparative Safety Assessment (CSA) and Update Siting Report

CTBX / A Pond Brand will assist FAA with preparing the FAA CSA. The CSA is prepared by the FAA VISTA Team and added as an appendix to the Siting Report. It presents the progression of the siting analysis with respect to how the hazards of each site were evaluated together with any mitigation procedures recommended by the safety panel and identification of who is responsible for implementing each. CTBX will review and comment on the CSA and also make modifications to the Siting Report as required to apply comments and results received at the Safety Assessment Panel.

Task 4: Final Siting Report

4.1 Final Siting Report

CTBX / A Pond Brand will combine final documentation of the Siting Report and CSA for final review by JYO Management before submitting it to the FAA for final approval and signatures. The Siting Report is the combination of the updated Siting Report and the CSA. The Siting Report will be submitted to the FAA National Coordinator and the FCT PIM who will coordinate with the FAA ATO Planning Account Manager for circulation to obtain FAA approval signatures. CTBX / A Pond Brand will provide technical and administrative support, as required, until the Siting Report has received all required signatures. Electronic files will be provided. Printing and mailing requirements and costs are unknown at this time and therefore are not included in this proposal.

Task 5: Quality Assurance and Quality Control

5.1 CTBX / A Pond Brand will complete a quality review of all documentation prior to all submittals.

Qualifications and Assumptions:

- JYO will provide available documents in support of the data gathering task by CTBX.
- JYO will provide access for the Siting Report team to the airfield along with a security escort from JYO Airport Operations. It is assumed that this will maintain airfield safety and avoid or significantly reduce delays in accomplishing survey and other field reconnaissance on the JYO AOA and hangar areas.
- The reuse of text, graphics and analysis (with appropriate source acknowledgements) of prior relevant reports such as but not limited to the Airport Master Plan and environmental documents.
- The preferred VR environment is Unreal Engine. Should the FAA revise this platform, Pond reserves the right to renegotiate its fee to evaluate this new platform.
- The duration of the project may vary based on the actual times required for agency reviews.
- Talbert & Bright as a General Consultant to JYO and prime consultant for this study will provide the following elements to CTBX / A Pond Brand for inclusion in the study.
 1. Talbert & Bright will hire a field surveyor to provide latitude, longitude and elevation data of the minimum three preferred sites and elevations of the buildings within expected lines-of-sight certified to an accuracy of 6 inches vertical and 12" horizontal.
 2. Access and Utilities Infrastructure (Brief Report & Concept Plans) and a ROM site development cost opinion for each of the three (3) preferred sites.
 3. Assistance with gathering data/mapping from the airport staff and controllers
 4. Schedule and Attend Meetings
 5. Printing as needed for client or agency review requests
 6. Provide an Environmental Phase 1 Site Assessment (ESA) for each of the three (3) preferred sites.
 7. Relevant Soils Data from previous design projects and/or USDA Soils Survey or other soils info readily available.
 8. A Final Determination will be requested of the FAA ADO for the Recommended Site at the completion of the Study.

Submissions:

There can be up to four (4) formal submittals for this study.

1. Draft Siting Report including appendices to JYO
2. Final Draft Siting Report including appendices to FAA
3. 3D Model Validation & Safety Assessment Panel
4. Final Siting Report to JYO & FAA

Schedule:

It is anticipated that the entire process to complete all consultant tasks will take six (6) months. An estimate of the timing is shown below subject to the terms of the FAA Reimbursable Agreement when that is available. This allows two-week review periods for JYO Management and the FAA. The study milestones are described below starting from the date of the completed and funded FAA Reimbursable Agreement for the FAA and VISTA involvement.

- Draft Siting Report including appendices to JYO – 2 months
- Final Draft Siting Report including appendices to FAA – 2 months
- 3D Model Validation & Safety Assessment Panel – 1 month
- Final Siting Report to JYO & FAA – 1 month

Professional Fees:

We propose to accomplish the above work under a lump sum contract for the amount of A breakdown of the proposed fee is attached.

Alternate Scope Options:**Option A:**

Talbert & Bright has requested an alternative scope which deletes the 3D/VR Model and related VISTA services for the FAA Validation Session and Siting Assessment Panel. CTBX / A Pond Brand will still attend those sessions as an observer and to answer questions but only as relates to the data and findings in its preparation of the Siting Report. The fee for this option will be the previous total minus the 3D Modeler and VR component which is \$85,420.

Option B:

If it is desired to have CTBX / A Pond Brand provide just the 3D/VR, then that fee will be comprised of the 3D Modeler and the VR Component plus technical and management tasks to accomplish the related coordination with the Siting Report plus Quality Control (QC). The fee for this option will be \$67,800.

Thank you for the opportunity to present this proposal. Should you have any questions related to this proposal, please do not hesitate to contact me.

Respectfully submitted,

CTBX / A Pond Brand

A handwritten signature in blue ink, appearing to read "R. Chris Jenkins". The signature is fluid and cursive, with a prominent initial "R." and a long, sweeping underline.

R. Chris Jenkins, P.E., S.E., LEED® AP BD+C
Principal | Program Manager – Aviation

cc: Jared Reynolds - POND
Brian Lally – CTBX



August 23, 2023

Mr. Steven Peterson
Talbert & Bright
10105 Krause Road
Suite 100
Chesterfield, Virginia 23832

ECS Proposal No. 47:29989-EP

Reference: Proposal for Phase I Environmental Site Assessment, Leesburg Executive Airport, 1001 Sycolin Road, Leesburg, Loudoun County, Virginia 20175

Dear Mr. Peterson:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide Talbert & Bright with this proposal for performing a Phase I Environmental Site Assessment (ESA) for the Leesburg Executive Airport property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 1001 Sycolin Road in Leesburg, Loudoun County, Virginia 20175. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Mid-Atlantic, LLC

Joseph Saldaña
Environmental Scientist
jsaldana@ecslimited.com
703-471-8400

Christopher M. Elliott, CHMM
Environmental Principal
celliott@ecslimited.com
703-471-8400

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

We understand the subject property is located at 1001 Sycolin Road in Leesburg, Loudoun County, Virginia 20175. According to the Loudoun County Online Geographic Information Systems (GIS) website, the subject property is identified as portions of Parcel Identification Number (PIN) 234205774000 and 235406397000 and is owned by Town of Leesburg. There are three proposed locations for the new air traffic control tower. An image of each location is provided here in Appendix I. Per your request, a separate Phase I ESA report will be prepared for each of the three sites.

Location	Area in acres
Terminal	1.2
North of existing apron	0.25
West side of runway	2.6

Scope of Services

ECS proposes the following scope of services, and optional services, that may be selected by the client on the enclosed Proposal Acceptance Form.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. A completed User Questionnaire (blank form for your use is attached).

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. *As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (assuming owner contact information is provided).* We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Optional Services:

Environmental Lien and Activity and Use Limitation Search

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$ _____ per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

Business Environmental Risk Review

As an optional service, ECS can include review of Business Environmental Risk (BER) items that are excluded from the scope of a standard ASTM 1527-21 Phase I ESA. These ASTM non-scope items include a review of the potential for the following items to impact or be present at the subject property based on readily available information: asbestos, lead paint, lead in drinking water (municipal report review), mold, wetlands/streams, endangered species, and radon. The Business Risk Review will be based on information obtained during the Phase I ESA and readily accessible local, state, and federal databases and does not include site specific sampling or testing, but rather a narrative opinion concerning the potential for these issues to be present based on available information and visual observations. This narrative will be included within the body of the Phase I ESA, unless a separate standalone letter is requested.

Reliance Letter

A reliance letter will be addressed to a single entity and subject to ECS's standard terms and conditions, and scope of services as the report and associated proposal. A sample reliance letter can be provided upon request. (Note: Additional fees may apply for client-requested

reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

Separate Recommendation Letter

In addition to the Phase I ESA report, ECS will prepare a separate standalone letter discussing recommendations based on the findings of the Phase I ESA, and estimated costs associated with addressing those recommendations. The standalone recommendation letter should provide the User with planning and budgetary information associated with the identified concerns in a separate deliverable from the Phase I ESA document.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS may contact Talbert & Bright to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the proposed scope of services for the lump sum fees indicated on the attached Proposal Acceptance Form and based upon the service level selected by the Client. Our fees are based on the chain of title, third party AUL search and property owner/contact information being provided by you or your agents, unless otherwise indicated.

Meetings and Conference Calls

Meetings and conference calls requested by Talbert & Bright beyond the Scope of Services proposed will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

We anticipate that a standard Phase I ESA can be completed within 15 business days from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Expedited (10 business day) delivery is also provided as an option on the attached Proposal Acceptance Form.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increased our fee, you would be informed of our intentions for both your review and authorization.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report(s) will be provided upon completion of the project. Bound reports can be provided for an additional fee.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject property or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the subject property and/or adjacent properties are identified on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.

- If requested, ECS can provide reliance letters for our reports for an additional fee of \$ per letter/entity. Future reliance offered by ECS would be bound to ECS's standard Terms and Conditions. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

PROPOSAL ACCEPTANCE FORM

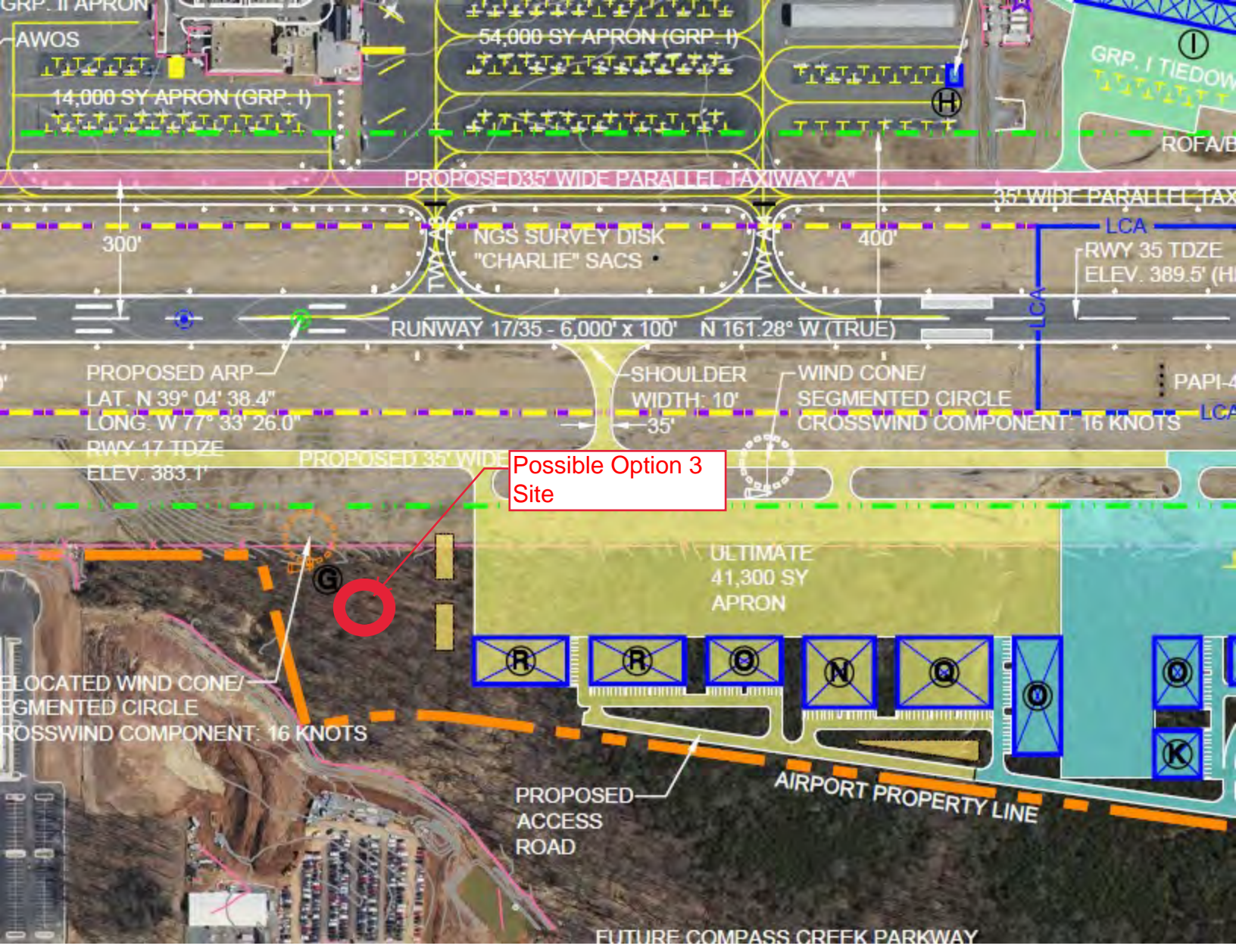
Select your Service Level	Initial
<p>Phase I ESA Reports: \$ per report (Total \$)</p> <ul style="list-style-type: none"> Phase I ESA Reports - 15 business days turnaround time from notice to proceed (NTP) 	STP - 3 Sites
<p>Expedited Turnaround Time: (\$ per report additional to the Phase I ESA fee above)</p> <ul style="list-style-type: none"> 10 Business days from NTP 	N/A
<p>Optional Environmental Lien/AUL Search: (\$ per parcel)</p>	
<p>Business Environmental Risk Reviews: (\$ additional per report)</p> <ul style="list-style-type: none"> Includes comments on Non-ASTM scope issues (asbestos, lead paint, municipal report review of lead in drinking water, mold, wetlands/streams, endangered species, and radon) 	STP 1 Site
<p>ECS Reliance Letter: (\$ per letter/entity)</p>	N/A
<p>Separate Recommendation Letter: (\$ additional per report)</p> <ul style="list-style-type: none"> Separate letter detailing recommendations based on identified conditions, including approximate time and cost estimates for additional assessment, if appropriate. 	N/A

PROPOSAL INFORMATION	
ECS Proposal Number	47:29989-EP
Location	1001 Sycolin Road, Leesburg, Virginia 20175
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Steven Peterson
Proposal Addressee - Company	Talbert & Bright









Possible Option 3 Site

RELOCATED WIND CONE/ SEGMENTED CIRCLE CROSSWIND COMPONENT: 16 KNOTS