



AGENDA
REGULAR MEETING OF TOWN COUNCIL
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
DECEMBER 13, 2016 – 7:00 P.M.

- I. CALL TO ORDER
 - A. Moment of Reflection
 - B. Pledge of Allegiance

- II. ADJUSTMENT OF THE AGENDA

- III. PUBLIC HEARINGS
 - A. The Consolidated Annual Performance and Evaluation Report (CAPER). The Town of Christiansburg, as a recipient of Community Development Block Grant (CDBG) funding, is required by the U.S. Department of Housing and Urban Development (HUD) to prepare the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is an evaluation and performance report detailing accomplishments toward meeting the goals outlined in the 2010-2015 Consolidated Plan. The CAPER compares the actual performance measures with those measures listed in the 2015 Annual Action Plan.

- IV. CONSENT AGENDA
 - A. Meeting Minutes of November 22, 2016

- V. CITIZEN COMMENTS

- VI. INTRODUCTIONS AND PRESENTATIONS
 - A. Recognition of Blacksburg Breakfast Lion's Club for Support of the 2nd Grader Swim Lesson Program at Christiansburg Aquatics Center.

- VII. OLD BUSINESS
 - A. Conveyance of a .069 acre portion of Stone Street to Kroger Limited Partnership I. The Public Hearing was held November 22, 2016.
 - B. Right of Way Vacation and Easement Relocation Plat from Records for Kroger Limited Partnership 1 hereby vacating a 0.069 Acre Portion of Stone Street and Portions of Public Utility Easements, 1 Lot, 555 North Franklin Street. This matter pertains to the land conveyance above.

VIII. NEW BUSINESS

A. Three reappointments to the Aquatic Advisory Board

B. North Franklin Street/Cambria Street Intersection Improvement Engineering Design Contract (subject to VDOT review)

C. Water/Sewer Rate Study Contract Approval

IX. COMMITTEE REPORTS

A. Street Committee:

1. Boundary Line Relocation Plat Revising the Boundaries of Tax Map Numbers 404-A-3H, 404-1-3C, and 404-1-3B, 3 Lots: 70, 75, and 80 Lynn Drive, N.W.
2. Plat of Subdivision of Tax Parcel 500-(A)-5M of the Christiansburg Industrial Park, Phase VIII, 2 Lots, situated along Industrial Drive, N.E. and Houchins Road, N.E.
3. Plat Showing Subdivision of Lot 3 and part of Lot 4, Hagan-Thompson Subdivision being Tax Parcel 527-(A)-179, 2 Lots, 211 Hagan Street, N.E.
4. Plat Showing Boundary Line Vacation and Relocation Between Lots 66, 67, 67A, 68, and 69 East Park Addition and Tax Parcel 528-(A)-3, 3 Lots, 235, 245, and 255 Economy Street, N.E.
5. Street Signage and Safety on Cherry Lane, Robin Road, and Carson Drive.
6. Other items

X. STAFF REPORTS

- A. Town Manager
- B. Town Attorney
- C. Other Staff

XI. COUNCIL REPORTS

XII. OTHER BUSINESS

- A.. Discussion regarding the regular Council meeting scheduled for December 27, 2016.
- B. Consideration of scheduling a joint meeting with Christiansburg Institute in January 2017.
- C. Closed Meeting:
 1. Request for a Closed Meeting under (1) Virginia Code Section 2.2-3711(A)(7), for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter. The Closed Meeting pertains to property located on Industrial Drive.

2. Reconvene in Open Meeting.
3. Certification.
4. Council action on the matters.

XIII. ADJOURNMENT

The next regular Town Council meeting will be held at Christiansburg Town Hall on Tuesday, December 27, 2016 at 7:00 P.M.



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
PUBLIC HEARINGS

MEETING DATE:
DECEMBER 13, 2016

ITEM TITLE:
Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER)

DESCRIPTION:
The CAPER is an evaluation and performance report detailing accomplishments toward meeting the goals outlined in the 2010-2015 Consolidated Plan. The CAPER compares the actual performance measures with those measures listed in the 2015 Annual Action Plan.

POTENTIAL ACTION:
Hold Public Hearing

DEPARTMENT:
Planning

PRESENTER:
Andrew Warren, Director of Planning

ATTACHMENT:
Memo providing draft 2015 CAPER document link



Town of Christiansburg, Virginia 24073

100 East Main Street ~ Telephone 540-382-6128 ~ Fax 540-382-7338

ESTABLISHED

NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR

D. MICHAEL BARBER

COUNCIL MEMBERS

SAMUEL M. BISHOP
HARRY COLLINS
R. CORD HALL
STEVE HUPPERT
HENRY SHOWALTER
BRADFORD J. "BRAD" STIPES

TOWN MANAGER

STEVE BIGGS

ASSISTANT TO THE TOWN MANAGER

ADAM CARPENETTI

DIRECTOR OF FINANCE/TOWN TREASURER

VALERIE L. TWEEDIE,
CPA, CFE, CGFM

CHIEF OF POLICE

MARK SISSON

CLERK OF COUNCIL

MICHELE M. STIPES

TOWN ATTORNEY

GUYNN & WADDELL, P.C.

Memorandum

Date: December 8, 2016

Re: Community Development Block Grant
2015 Consolidated Annual Performance and Evaluation Report
(CAPER)

From: Andrew Warren, Planning Director

Below is the link to the draft Community Development Block Grant 2015 Consolidated Annual Performance and Evaluation Report (CAPER). The link is to the CDBG page for the Planning Department. The public hearing is scheduled for Tuesday, December 13, 2016:

<http://www.christiansburg.org/index.aspx?nid=774>

Thank you.



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
CONSENT AGENDA

Meeting Date:
DECEMBER 13, 2016

ITEM TITLE:
Meeting Minutes of November 22, 2016

DESCRIPTION:
Meeting minutes of last Town Council meeting – November 22, 2016

POTENTIAL ACTION:

DEPARTMENT:
Administration

PRESENTER:
Michele Stipes, Town Clerk

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
REGULAR MEETING MINUTES
NOVEMBER 22, 2016 – 7:00 P.M.**

A REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON NOVEMBER 22, 2016 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Henry Showalter; Samuel M. Bishop; Harry Collins; Steve Huppert; Bradford J. Stipes. ABSENT: R. Cord Hall.

ADMINISTRATION PRESENT: Town Manager Steve Biggs; Assistant Town Manager Randy Wingfield; Clerk of Council Michele Stipes; Town Attorney Theresa Fontana; Planning Director Andrew Warren; Finance Director/Treasurer Valerie Tweedie; Planner Sara Morgan; Director of Engineering Wayne Nelson; Human Resources Director Melissa Powell; Building Official Jerry Heinline; Senior Building Inspector Bill Aldridge; Director of Aquatics Terry Caldwell; Director of Parks and Recreation Brad Epperley; Engineering Technician Travis Moles; Justin Shepherd; Fire Chief Billy Hanks; Farmer's Market Manager Sarah Belcher.

I. CALL TO ORDER

- A. Moment of Reflection
- B. Pledge of Allegiance

II. ADJUSTMENT OF THE AGENDA

- A. Add a Resolution in Support of Small Business Saturday as Item D under Consent Agenda.
- B. Add discussion regarding financial support for the annual Christmas parade from the tourism budget as Item E under New Business.

Councilman Showalter made a motion to approve the adjustment of the agenda, seconded by Councilman Huppert. Council voted as followed: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

III. PUBLIC HEARINGS

- A. Conveyance of a .069 acre portion of Stone Street to Kroger Limited Partnership I. Planning Director Andrew Warren explained that the conveyance to Kroger Limited Partnership was for property that had been vacated by Council during the November 8, 2016 Council meeting for the benefit of the Kroger store expansion. There were no public comments during the Public Hearing.

IV. CONSENT AGENDA

- A. Meeting Minutes of November 8, 2016
- B. Monthly Bills
- C. Resolution Supporting Application for Allocation from VDOT for Revenue Sharing Projects
- D. Resolution in Support of Small Business Saturday.

Councilman Stipes made a motion to approve the consent agenda, seconded by Councilman Collins. Council was polled on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

V. CITIZEN COMMENTS

A. Christine Carneal, 750 Starlight Drive, addressed Council with concerns regarding the potential rise in water rates due to refurbishment of the water plant. Ms. Carneal said she does not understand how maintenance fell so far behind as to require the amount of money proposed, and she stressed that many individuals on a fixed income would not be able to afford the increases that were recently published in the newspaper. Ms. Carneal said she works hard to conserve water and money on a daily basis at home, and she is frustrated to be hit with rising water rates. She questioned the decision to build the aquatic center before addressing the needs at the water facility, and she asked Council to consider other ways to fund the project than through water rate increases. Mayor Barber responded that the Town only became aware of the water facility concerns two years ago, noting that the water facility was operated as an authority, with several member localities involved in its maintenance and operations. Councilman Stipes assured Ms. Carneal that Council had grave concerns and reservations about passing the upgrade costs to citizens, and he noted that the rates she read about in the newspaper related only to the cost of whole water, and not to the entire water bill. The increase would only affect the whole water percentage, which is only one portion of the total bill. He further stated that Council chose the most financially conservative method of generating the necessary funds through a gradual increase over a long period of time, as opposed to a more significant increase over a shorter period of time. Councilman Stipes assured her that her water bill would not double as a result of the rate increase. Council noted the importance of supplying residents and businesses with a clean water supply, and that the upgrades were necessary to prevent an interruption in that resource. Town Manager Biggs reiterated that the rate percentages published in the newspaper pertained to raw water usage and would not apply to the entire water bill. According to Mr. Biggs, at this time the town did not know the rate increase at the retail level.

B. Jonathon Taylor, 685 School Lane, addressed Council regarding recent flooding on his street that resulted in water in the front of his house and in his basement. Mr. Taylor said he spoke with Town staff regarding his concerns but had not received any follow-up information. Town Manager Biggs said he would meet with Town staff and promptly get back with him regarding the issue.

VI. INTRODUCTIONS AND PRESENTATIONS

A. Introduction of New Town of Christiansburg Staff.

1. Finance/Treasurer's Department – Introduced by Valerie Tweedie:
 - Kimberly Cromer, Purchasing Coordinator
2. Public Works Department – Introduced by Travis Moles and Justin Shepherd:
 - Lucas Graham, Maintenance Worker
 - Jeffery Bishop, Truck Driver
 - Thomas Linesberry, Truck Driver
3. Building Inspection – Introduced by Jerry Heinline:
 - Will Yager, Building Inspector

VII. OLD BUSINESS

A. Amendment to the 2013 Comprehensive Plan to designate four (4) Urban Development Areas within the Town of Christiansburg. The Public Hearing was held November 8, 2016. Councilman Stipes made a motion to adopt the amendment to the 2013 Comprehensive Plan to designate four Urban Development Areas as presented during the Public Hearing. Councilman Collins seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

B. Preliminary discussion regarding the operating agreement for Kiwanis Park. Town Manager Biggs reported that a new simplified operating agreement for Kiwanis Park had been drawn up by Town Attorney Fontana in response to the Council work session in August. The modifications made pertained to

indemnification and insurance requirements. A copy of the modified document was provided to Council in the agenda packet. Councilman Stipes made a motion to adopt the modifications to the Kiwanis Park Lease, seconded by Councilman Huppert. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. Council expressed appreciation for the posted property sign noting the partnership between Kiwanis and the Town in operating the park. Mayor Barber noted that the document would go back to the Kiwanis Park Committee for review before finalization.

- C. Follow-up report on Starlight Drive-In Theater complaints. This matter was first brought to Council on October 25, 2016. Assistant Town Manager Wingfield provided Council with an overview of the complaints received regarding Starlight Drive-in Theater, and the involvement of the Police Department in investigating the complaints. In seeking resolution, Town Manager Biggs had requested that Police Chief Sisson seek interest in holding a joint meeting with the business owner and concerned neighbors, however, no support for a joint meeting was expressed by neighboring residents. Police Chief Sisson indicated that he would visit the theater prior to its reopening in the spring to listen to the sound adjustments and evaluate the impact on the surrounding neighborhood based on Town ordinance. Councilman Huppert suggested that the Town provide the neighbors with a mailing detailing the Town's plans to monitor the situation and ensure compliance with Town ordinance when the business reopens in 2017. However, Councilman Showalter pointed out that the citizens that attended the meeting where complaints had been voiced were informed of Town action regarding the situation, and a follow-up mailing was not necessary. Council also expressed that it was not interested in amending the noise ordinance in response to complaints at this time.

VIII. NEW BUSINESS

- A. Resolution in Support of Town of Blacksburg Smart Scale Application for Bus Stop Shelters and Improvements. Councilman Stipes made a motion to adopt the resolution as presented, seconded by Councilman Showalter. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- B. Christiansburg Aquatic Center Six-Month Lease Renewal with Radford City for use of the facility. Aquatics Director Terry Caldwell requested approval of a second renewal of the lease with Radford City for use of the aquatic center, further requesting that the lease be extended to one-year. She reported that during the previous six-month period, Radford City provided 6,000 visits, or approximately 200 visits per day, and Mrs. Caldwell said the agreement had been successful. Mayor Barber noted that Radford City Mayor, Bill Brown, had expressed to him an interest in extending the lease to one-year. Councilman Huppert made a motion to renew the lease with Radford City for use of the aquatic center for a period of one-year. Councilman Bishop seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- C. Appointment of Town of Christiansburg representative on the 911 Authority Board. Retired Town Manager Helms will serve as representative through December 2016. Town Manager Biggs recommended that Fire Chief Billy Hanks be appointed to the 911 Authority Board effective January 1, 2017. Mr. Hanks expressed a willingness to serve in that capacity. Councilman Collins made a motion to appoint Fire Chief Billy Hanks as representative on the 911 Authority Board, seconded by Councilman Showalter. Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- D. Appointment of Town of Christiansburg representative on the NRV Regional Solid Waste Authority. Town Manager Biggs reported that Public Works Director Ricky Bourne, who is leaving the Town for work in North Carolina, serves as representative on the NRV Regional Solid Waste Authority. Currently, the Town does not have a candidate to fill the Public Works Director position, therefore, Assistant Public Works Director Jim Lancianese, along with Wastewater Operations Superintendent Ryan Hendrix, would be covering the director's position during the interim, and neither would have the time necessary to effectively serve on the solid waste authority. Town Manager Biggs noted that eventually he would like to become involved on a regional level, but right now he wanted his focus to remain on the operations of the Town. He stated that he did not have a staff recommendation and requested Council evaluate the best selection for appointment. Noting that the meetings were typically held during the early afternoon on work days, Mayor Barber agreed to serve on the authority until a permanent appointment could be made.

Councilman Stipes said that a focus of the authority was on recycling, and Councilman Showalter suggested that he and Councilman Hall split participation on the authority until a new Director of Public Works was hired. Town Manager Biggs noted that after a director was hired, the Town could then determine the appropriate person from the Public Works Department to serve on the authority. Councilman Bishop made a motion to appoint Mayor Barber to temporarily serve as representative on the NRV Regional Solid Waste Authority, until an appropriate person was selected, seconded by Councilman Stipes. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

- E. Discussion regarding financial support for the annual Christmas parade from the tourism budget. Mayor Barber reported that the Town had not set a budget out of the tourism budget to help cover the operating costs of the annual Christmas parade. Mayor Barber recommended an operating budget of \$2,500, and noted that the Town had not used any funds from the tourism budget during the current fiscal year. Councilman Showalter made a motion to provide financial support for the annual Christmas parade in the amount of \$2,500 from the tourism budget. Councilman Collins seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

IX. COMMITTEE REPORTS

A. Street Committee

1. Plat Showing Subdivision of Tax Parcel 465-(A)-3A Hereby Creating Lots 1 Thru 5 of Cambria Crossing, Phase IV for SHAH Development, LLC" – 5 lots – eastern corner of Phoenix Boulevard, NW and Cambria Street, NW. Councilman Stipes reported that during the September 27, 2016 Council meeting, Council voted to approve the reconfiguration of the Cambria Crossing property from six lots to five. The request under consideration is the final action reflecting the approved Conditional Use Permit, the proffers submitted by the developer, and the access reconfiguration approved by Council and residents. The Street Committee reviewed the subdivision plat and found it to be in conformity with Town ordinances. Councilman Stipes made a motion to approve the plat, seconded by Councilman Collins. Council voted as follows: Bishop – Aye; Collins – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. Thom Rutledge of SHAH Development thanked Council and Town staff for working with him in developing the Cambria Crossing property.

X. STAFF REPORTS

A. Town Manager Steve Biggs:

B. Town Attorney

C. Other Staff

1. Director of Engineering Wayne Nelson – Report on Application for Allocation from VDOT for Revenue Sharing Projects covered in the Resolution of Support. Mr. Nelson presented Council with the VDOT Revenue Sharing Funding Application projects for the FY 2018 funding cycle. Those projects included the Depot Street trail improvement, and the West Main Street storm drain extension plan, and Mr. Nelson provided detailed information on each project, including costs and projected funding. Mr. Nelson announced that he had received confirmation from Norfolk Southern today to move forward with the Depot Street trail improvements and would pass the information along to VDOT tomorrow. Mr. Nelson also provided a summary of additional funding requests for various sidewalk, roadway, and drainage improvements, and reviewed the funding/costs of each project outlined in the application. Mr. Nelson offered to answer questions of Council. Councilman Showalter asked what type of sidewalks were planned for Roanoke Street. Mr. Nelson clarified the specific location of the future sidewalk project and noted that tradition sidewalks were planned for that area. Councilman Bishop asked for an update on the West Main Street paving. Mr. Nelson reported that the Town received primary road funding for that project, which would be bid next month for spring paving/construction. Councilman Stipes asked for an update on the Huckleberry Trail extension beyond Independence Boulevard. Mr. Nelson reported that a kick-off meeting was held today with VDOT to discuss plans to bring the trail up to Independence Boulevard. A trail study was currently underway that will include

probable costs to extend the trail down North Franklin Street, and Council will be informed when a draft of the study is received by the Town. Council thanked Mr. Nelson for his report.

XI. COUNCIL REPORTS

- A. Councilman Huppert reported that Virginia Tech hosted a swim meet at the aquatic center last week that was attended by eight college swim teams. As part of the meet, the teams held a swim clinic on Saturday morning to teach visitors how to swim and dive.
- B. Councilman Showalter reported on the recent NRV Regional Commission meeting attended by him, Harry Collins, and Hil Johnson. During the meeting, the group learned about the commission and its efforts to promote regional cooperation. The commission also discussed plans to join the Virginia Economic Development Partnership and what that would mean for member localities. He then noted the presence of CBAC member Mike Tom, noting that during the work session prior to tonight's council meeting, Council decided to accept an offer from Town Manager Biggs and staff to develop a plan in-house for promoting and enhancing the downtown area, rather than using funds to outsource the project.
- C. Councilman Stipes wished those present a Happy Thanksgiving, and expressed a debt of gratitude to the nation's veterans.
- D. Councilman Bishop reported that he and Councilman Collins attended a tourism development meeting last week, noting that the focus of the committee continued to be getting people to visit Montgomery County.
- E. Councilman Collins asked about the process for filling the vacancies on the Planning Commission. Planning Director Warren reported that four applications had been received in response to advertisement. He planned to meet with Town Manager Biggs to review the applications and proceed with the application process that included applicant interviews by Council.
- F. Mayor Barber said he had been honored to have been asked to speak during the finals of the recent swim meet hosted by Virginia Tech at the aquatic center. He reported that VT had produced eighty All-Americans since it began using the Christiansburg Aquatic Center. He then spoke about plans for the annual Christmas parade scheduled for December 9, including the tree lighting, farmers' market, and food trucks. Mayor Barber commended his wife Erlene for her efforts in leading out with organizing and expanding the parade into a downtown event. In closing, Mayor Barber thanked Town Manager Biggs for organizing the Council retreat, and he expressed his appreciation for Town staff and their dedication to the Town.

XII. OTHER BUSINESS

XIII. ADJOURNMENT

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 8:16 P.M.

Michele M. Stipes, Clerk of Council

D. Michael Barber, Mayor

405 Rainbow Street Drainage Concern

Background

The flooding of this property has been an ongoing concern by the resident for some time. Despite there not being a recorded drainage easement on this property or the adjacent property, the former Pepsi Plant, the Public Works Department at one point in the past did try to address the flooding concern by attempting to create a more defined swale thru the property to help direct the flow of stormwater. The Engineering Department believes one of the issues to be the relatively flat grade of the swale from the pipe discharging stormwater from the Hubble site to the ditch in Rainbow Street.

The Engineering Department has no knowledge of reported damage to this house or property due to flooding. The complaints have always focused on the water coming through the property and the fear it would get to the house. The Engineering Department has spoken to the property owner, Mr. Bob Poff, in the past about this concern by his renter. Mr. Poff has owned the property since 2002. He has stated he is not aware of any flooding of the house since he has owned it. Mr. Poff has spoken to his renter concerning this matter in the past.



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
INTRODUCTIONS AND PRESENTATIONS

Meeting Date:
DECEMBER 13, 2016

ITEM TITLE:
Recognition of support

DESCRIPTION:
Recognition of Blacksburg Breakfast Lion's Club for Support of the 2nd Grader Swim Lesson Program at Christiansburg Aquatics Center.

POTENTIAL ACTION:

DEPARTMENT:
Administration

PRESENTER:
Steve Biggs, Town Manager

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:



**TOWN OF CHRISTIANBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
OLD BUSINESS

Meeting Date:
DECEMBER 13, 2016

ITEM TITLE:
Conveyance of a .069 acre portion of Stone Street to Kroger Limited Partnership I

DESCRIPTION:
This item is connected to the Ordinance to vacate a .069 acre portion of Stone Street approved by Town Council on November 8, 2016. A separate public hearing and action on a deed to convey the land to Kroger Limited Partnership I was held on November 22, 2016

POTENTIAL ACTION:

DEPARTMENT:
Planning

PRESENTER:
Andrew Warren, Planning Director

ITEM HISTORY:
11-8-16 – Town Council approved an Ordinance to vacate a .069 acre of Stone Street by a vote of 6 to 0

Information Provided:



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
NEW BUSINESS

Meeting Date:
DECEMBER 13, 2016

ITEM TITLE:
Three reappointments to the Aquatic Advisory Board

DESCRIPTION:
Reappointments of Christiansburg Aquatic Board members whose terms will expire on December 31, 2016.

POTENTIAL ACTION:

DEPARTMENT:
Administration

PRESENTER:
Steve Biggs, Town Manager

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:

Memo



TO: Town Council

FROM: Steve Biggs

DATE: December 13, 2016

RE: Aquatic Board appointments

Reappointments of Christiansburg Aquatic Board members whose terms will expire on December 31, 2016:

Jeremy Williams, Karen Drake, and Shirley Hallock.

The reappointments are for a three year term.

Steve Biggs
Town Manager



**TOWN OF CHRISTIANSBURG
TOWN COUNCIL
AGENDA COVER SHEET**

AGENDA LOCATION:
NEW BUSINESS

Meeting Date:
DECEMBER 13, 2016

ITEM TITLE:
North Franklin Street/Cambria Street Intersection Improvement

DESCRIPTION:
North Franklin Street/Cambria Street Intersection Improvement Engineering Design Contract (subject to VDOT review)

POTENTIAL ACTION:

DEPARTMENT:
Engineering

PRESENTER:
Wayne Nelson, Director of Engineering

ITEM HISTORY:

Date:

Action Taken:

Information Provided:

Date:

Action Taken:

Information Provided:

TOWN OF CHRISTIANSBURG
Professional Services for
CAMBRIA INTERSECTION & N. FRANKLIN CORRIDOR IMPROVEMENTS
TOC PN 02035

VDOT Project No. 0460-154-203, P101, R201, C501; UPC 104387

This Project Contract ("Contract") is made this ___ day of December 2016, by and between the **TOWN OF CHRISTIANSBURG, VIRGINIA**, 100 East Main Street, Christiansburg, VA 24073 (hereinafter referred to as "Town"), and **MCCORMICK TAYLOR, INC**, 111 Mill Place Parkway Suite 105, Verona, VA 24482 (hereinafter referred to as "Engineer").

PROJECT COORDINATOR

As used herein the Project Coordinator shall mean the Town Project Coordinator, Mr. Wayne Nelson, who can be contacted at the addresses and phone number listed below.

As used herein the Engineer Project Coordinator shall mean Mr. Rick DeLong who can be contacted at the addresses and phone number listed below.

NOTICES

Town Project Coordinator:

Mr. Wayne Nelson, P.E.
Town of Christiansburg
100 East Main Street
Christiansburg, VA 24073
(540) 382-6120

Consultant Project Coordinator:

Mr. Rick DeLong, P.E.
McCormick Taylor Inc.
111 Mill Place Parkway, Suite 105
Verona, VA 24482
(540) 248-0382

SECTION 1: DESCRIPTION OF SERVICES

The Scope of Services for this Contract shall be as set forth in Section II, Scope of Services, of McCormick Taylor's Scope of Services & Fee Proposal, included herein as Exhibit B..

SECTION 2: TIME OF PERFORMANCE

The Contract period shall commence on _____ and terminate on _____.

The anticipated project schedule shall be as set forth in Section III, Anticipated Project Schedule, of the Scope of Services & Fee Proposal.

SECTION 3: COMPENSATION

The total amount to be paid to the Engineer by the Town for the work set forth in the Scope of Services & Fee Proposal for Preliminary Engineering (PE) phase services, including subconsultant fees, is a lump sum amount of \$570,326 as outlined in Appendix A, Fee Summary, of the Scope of Services & Fee Proposal. All reimbursable costs for printing, travel, presentation materials, etc. is an estimated amount of \$4,920 and are to be billed for time and materials at the rates set forth in the Direct Expense Summary of the Fee Summary.

The estimate for Construction Services which are to be billed hourly for time and materials at the rates set forth in the Fee Summary as Task 10 and is a Not to Exceed amount of \$115,400.

Invoices for services shall be submitted by the 5th of the month, and payments shall be made by the 5th day of the following month. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Town.

All work compensated for under this Contract, including partial payments, shall become the property of the Town without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plans, electronic files, and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Contract number and are to be sent to the attention of Valerie Tweedie, Finance Director, Town of Christiansburg.

SECTION 4: CONFORMANCE WITH RFP AND PROPOSAL

It is understood that the materials and/or work required herein shall be performed in accordance with the Request for Proposal titled Professional Services for Cambria Intersection & N. Franklin Corridor Improvements with all addendums and dated August 14, 2016 including the Town's General Terms and Conditions (attached hereto as Exhibit A), and the Engineer's Proposal (Exhibit B). All documents attached as Exhibits are by reference, made a part hereof as if set forth herein in full.

SECTION 5: ASSIGNMENT

Engineer shall not delegate, sublet, or subcontract any part of the services required under this Contract or assign any monies due it hereunder without first obtaining the written permission of the Town.

Engineer shall not furnish any services under this Contract by obtaining such services outside the Engineer's organization unless the Engineer shall first make written request to the Town and obtain Town's written approval of the proposed contract between the person(s) or firm and the Engineer which shall outline the services to be performed and the charges for the same. Such contracts shall be subject to approval by the Town. Two copies of the executed contract shall be submitted to the Town for approval prior to the services being performed. The Engineer shall be solely responsible for all costs and expenses in connection with any such contracts.

SECTION 6: TERMINATION

The Town, at any time, by written notice, may order Engineer to immediately vacate the premises and/or may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Engineer shall immediately discontinue all services (unless the notice directs otherwise).

- A. If the termination is due to the failure of the Engineer to fulfill any of its contractual obligations to the Town, the Town may take over the services and arrange to provide the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Town for any damages allowed by law, and upon demand of Town shall promptly pay the same to Town.
- B. Should the Contract be terminated not due in any way to the fault of the Engineer, the Engineer shall be entitled to a 60 day notice of the Town's intent to terminate this Contract. In the event of termination, the Town shall not be liable to the Engineer for lost profit, overhead, or any other losses or costs of any type after the date of such termination notice.
- C. The rights and remedies of the Town provided in this section are in addition to any other rights and remedies provided by law or under this Contract and Town may pursue any and all such rights and remedies against Engineer as it deems appropriate.
- D. Engineer agrees that no payment, final or otherwise, received by the Town shall be an acceptance of any services not in accordance with the Contract, nor shall the same relieve the Engineer of any responsibility for any errors or omissions in connection with the services contemplated under this Contract or operate to release the Engineer from any obligation under the Contract.
- E. Engineer shall be fully responsible to the Town for all acts and omissions of Engineer's agents, employee's, and independent contractors, if any, performing or furnishing any of the services herein just as the Engineer is responsible for its own acts and omissions.

SECTION 7: WORK CHANGES

The Town reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Town Manager or his designee representing the Town. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustments in the contract price resulting in a credit or charge to the Town shall be determined by mutual agreement of the parties.

SECTION 8: ENTIRE AGREEMENT

The written terms and provisions of this Contract between the Engineer and Town as referenced herein, shall supersede all prior verbal statement of any official or to the representatives of the Town. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents. This Contract for the Project awarded constitutes the entire agreement between the Engineer and the Town and may be amended only by written instrument signed by both the Engineer and the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed intending to be bound thereby.

ENGINEER:

TOWN OF CHRISTIANSBURG

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

TOWN OF CHRISTIANBURG GENERAL TERMS AND CONDITIONS

- A. **Acceptance of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/proposers certify to the Town of Christiansburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).
In every contract over \$10,000 the provisions in 1 and 2 below apply:
1. 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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Christiansburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Christiansburg under said contract.
- D. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- E. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Christiansburg.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that the Town of Christiansburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The Town will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
- H. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Town of Christiansburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of

Christiansburg a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town of Christiansburg's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Christiansburg with all vouchers and records of expenses incurred and savings realized. The Town of Christiansburg shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Christiansburg within thirty (30) days from the date of receipt of the written order from the Town of Christiansburg. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Christiansburg or with the performance of the contract generally.
- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Christiansburg Office of the Town Manager, 100 East Main Street, Christiansburg, VA 24073, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the Town to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the Town's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
 - J. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
 - K. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 - L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Christiansburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Christiansburg may have. In addition, the Town of Christiansburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
 - M. **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.

- N. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- O. **Facsimile and Email Proposals:** Facsimile or email unsealed proposals received in the Town of Christiansburg Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder’s/proposer’s responsibility to ensure these bids/proposals are received by the Town of Christiansburg Purchasing Office. Facsimile or email bids/proposals will not be accepted for sealed proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, the bidders/ proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg and the Commonwealth of Virginia and their 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 the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg or failure of the Town of Christiansburg to use the materials, good, or equipment in such manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- R. **Late Proposals:** To be considered for selection, bids/proposals must be received by the Town of Christiansburg Purchasing Office, 100 East Main Street, Christiansburg, VA 24073, by the designated date and hour. Bids/Proposals received in the Town of Christiansburg Purchasing Office after the date and hour designated are automatically disqualified and will not be considered. The Town of Christiansburg is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the Town of Christiansburg Purchasing Office by the designated time and hour.
- S. **Mandatory use of Town Form and Terms and Conditions:** Failure to submit a bid/proposal on the official Town of Christiansburg form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, the Town of Christiansburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the Town of Christiansburg may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- T. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the Town of Christiansburg reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.
- U. **Nondiscrimination of Contractors:** A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **Payment:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Christiansburg or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Christiansburg shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town of Christiansburg for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town of Christiansburg and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town of Christiansburg, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Christiansburg.

W. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

X. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Christiansburg will publicly post such notice on the Town of Christiansburg website (www.christiansburg.org) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

Y. **Qualification of Bidders/Proposers:** The Town of Christiansburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to the Town of Christiansburg all such information and data for this purpose as may be requested. The Town of Christiansburg reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. The Town of Christiansburg further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy the Town of Christiansburg that such bidder/proposer is

- properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- Z. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the Town of Christiansburg's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.
- AA. **Taxes:** Sales to the Town of Christiansburg are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- BB. **Transportation and Packaging:** By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- CC. **Testing and Inspection:** The Town of Christiansburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- DD. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

SPECIAL TERMS AND CONDITONS

1. **Award:** The Town of Christiansburg will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the Town of Christiansburg, and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. **Insurance:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
- d. Automobile Liability - \$1,000,000 per occurrence.
- e. Professional Liability - \$1,000,000 per occurrence.
- f. Umbrella Liability - \$1,000,000 per occurrence.

4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
5. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Christiansburg by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

EXHIBIT A
REQUEST FOR PROPOSAL

Town of Christiansburg

Request for Proposal:

Professional Services

Cambria Intersection & N. Franklin Corridor Improvements

Project # 0460-154-203, P101, R201, C501, UPC 104387

August 12, 2016

The Town of Christiansburg, Virginia is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for the intersection upgrade at N. Franklin Street/Cambria Street and access management and signal coordination improvements on North Franklin Street between Cambria Street & Independence Boulevard.

For a complete Request for Proposal visit the Town's website at www.christiansburg.org/bids. Please contact Ronda London, Purchasing Coordinator, at 540-382-9519 x1135 or the address listed below with any questions.

An optional Pre-Proposal Conference will be held on August 23, 2016 at 2:00 PM at the Christiansburg Town Hall.

Proposals shall be submitted to: Ronda London, Purchasing Coordinator, 100 East Main Street, Christiansburg, VA 24073, no later than 3:00 pm, local prevailing time, on September 6, 2016.

The Town of Christiansburg assures compliance with Title VI requirements of nondiscrimination in all activities pursuant to this advertisement.



**Town of Christiansburg
Engineering Department**

**Request for Proposal
Professional Services for Cambria Intersection & N.
Franklin Corridor Improvements**

**Project # 0460-154-203, P101, R201, C501 UPC
104387**

August 14, 2016

GENERAL

The Town of Christiansburg is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for:

Intersection upgrade at N. Franklin Street/Cambria Street, access management and signal improvements on N. Franklin Street between Cambria Street & Independence Boulevard.

The Total Project Budget is \$8,489,534

The Town of Christiansburg reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the Town of Christiansburg to do so. This Request does not commit the Town of Christiansburg to provide any payment for costs associated with the preparation of proposals submitted in response to this Request for Proposal.

The Town of Christiansburg reserves the right to alter the project delivery method at any time during the contract period. The Town of Christiansburg will notify the consultant of such decision, revise the scope of services and respective man-hours. The change will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

PROCUREMENT SCHEDULE

- Optional Pre-Proposal Conference – August 23, 2016 at 2:00 PM
- Expression of Interest Due Date and Time – September 6, 2016 at 3:00 PM
- Short List Posted on the Town of Christiansburg Website – NLT September 16, 2016
- Interviews/Technical Presentations – NLT September 30, 2016
- Final Consultant Selection – NLT October 14, 2016
- Selected Consultant Pre-Award Documents Due – NLT October 21, 2016
- Completed Negotiations Agreement Due – NLT October 28, 2016
- Consultant Contract Signed – NLT November 4, 2016

SCOPE

The scope of work shall consist of providing the following comprehensive services for a Tier 2 transportation system project:

- Surveying (including preparation of right of way and/or easement plats)
- Roadway Design Plans
- Interchange Modification Plan
- Geotechnical Borings and Analysis
- Materials Analysis
- Environmental Reviews & Permitting (including Permit Sketches)
- Hydrologic and Hydraulic Analysis (including Stormwater Management & Scour Analysis)
- Traffic Data Collection and Analysis
- Maintenance of Traffic (MOT) Plan

- Pavement Marking, Signage and Signal Plans
 - Street Lighting Plans
 - Utility Relocation and/or Adjustment Plans
 - Landscape Plans
 - Specifications (including Special Provisions)
 - Right of Way Acquisition for Donated Right of Way
 - Cost Estimation
- Construction Administration Support

This work is to be accomplished utilizing computerized design and drafting systems compatible with VDOT's automated design and drafting systems. VDOT's roadway design system is GEOPAK Civil Design Software and the drafting system is MicroStation. This project will be developed utilizing VDOT's policies and procedures and FHWA's guidelines. This Request for Proposal does not commit the **Town of Christiansburg** to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.

All surveys, designs, plans, reports, specifications, and cost estimates shall be prepared in accordance with all VDOT publications found at www.virginiadot.org/business/manuals-default.asp. These manuals include, but are not limited to, the Roadway Design Manual (RDM); Road and Bridge Standards/Specifications; VDOT Locally Administered Projects Manual; Instructional & Informational Memoranda (I&IM) including IIM-LD-249; Manual on Uniform Traffic Control Devices (MUTCD); Utility Relocation Manual; Virginia Work Area Protection Manual; VDOT Pavement Design Guide for Subdivisions and Secondary Roads, VDOT Drainage Manual; VDOT Construction Manual; and Environmental Requirements; and the latest revisions thereto.

All related questions or information should be directed to Ronda London at 540-382-9519 x1135 or email rlondon@christiansburg.org.

EXPRESSION OF INTEREST (EOI)

1. The Expression of Interest shall be organized in the following order:
 - Transmittal letter
 - Table of Contents
 - Understanding of Scope of Work
 - Response to RFP Expression of Interest Items 2-15
 - **Standard Form (SF) 330 Part I** – one combined for the project team
 - **Standard Form (SF) 330 Part II** – one for each firm
 - Team Organization Chart – Section D Standard Form (SF) 330 Part I
 - A table or matrix containing the requested information in item 15
 - Full size copies of Commonwealth of Virginia SCC and DPOR supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
 - Full size copies of Commonwealth of Virginia DPOR registration certificate for the Key Personnel
 - Firm Data Sheet
 - Certification Regarding Debarment form
 - DBE Commitment and Confirmation Letter (if applicable)
2. Furnish current SF 330 Part II for each firm involved, and one (1) combined SF 330 Part I for the project team. Please follow the instructions included on the form, unless indicated otherwise within this RFP.
3. As referenced in SF 330 Part I, Section D (Organizational Chart of Proposed Team), a one page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included.

4. Indicate **KEY PERSONNEL ONLY** resumes in SF 330 Part I, Section E (Resumes of Key Personnel Proposed for This Contract). Key personnel are defined as those to whom the contract will be assigned and who will be performing the actual management of the work and be responsible for inspection, administrative and design services. Each resume shall be limited to one page per person with a font no less than 10 point.

Furthermore, all individuals identified as Key Personnel in the EOI shall remain on the Consultant's Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the Town of Christiansburg's Project Manager for approval, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant's Team at any time during the procurement process may result in elimination of the Consultant's Team from further consideration.

5. In SF 330 Part I, Section F (Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract), limit example projects to no more than ten (10).
6. In SF 330 Part I, Section G (Key Personnel Participation in Example Projects), limit example projects to no more than ten (10). The example projects listed in Section G (#29) should match the example project list provided in Section F.
7. In SF 330 Part I, Section H (Additional Information), the consultant should detail the plan to assure the Town of Christiansburg that the staff submitted for evaluation will be available for the services requested by the RFP. Section H of SF 330 Part I is limited to a maximum of ten (10) pages with a font no less than 10 point. This section should describe the organization of the proposed project staff indicating the role of each by individual. If subconsultants are proposed, the role of each subconsultant should be discussed. It should also include statements that are responsive to the attached Consultant Short List Score Sheet that will be used to evaluate your submission. This is the **ONLY** section of the submission which may include pictures or graphics (included in the ten page limit). List any computer and CADD equipment and any specialized computer software packages that you will use on this Town of Christiansburg project.
8. It is the policy of the Virginia Department of Transportation and the Town of Christiansburg that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (<http://www.dmbv.virginia.gov/>) under the **DBE Vendor Directory of Virginia Unified Certification Program**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Department believes that these services support 10% DBE participation.

If portions of the services are to be subcontracted to a DBE, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

- Written documentation of the prime's commitment to the DBE firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.

- Written confirmation from the DBE or firm that it is participating, including a description of the services to be performed and the percent of participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subconsultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by them. When a DBE prime consultant subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE. A DBE prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE certification entitles consultants to participate in VDOT's DBE programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms.

The prime consultants are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved BOWD firms, please contact the BOWD Center for additional information, details, resources and support. The BOWD Center can be contacted at (804) 662-9555 or via email to BOWDCenter@vdot.virginia.gov.

9. In 2 page(s) or less, indicate all transportation projects, the division managing the projects, the amount of outstanding fee remaining, and the estimated date of completion.
10. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

Affiliate - Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

11. In 1 page, provide information that will indicate your firm's current workload and your firm's ability to meet the time schedule for this project.
12. In 2 pages or less, please emphasize your qualifications in the following areas:
 - Successful results from your firm's most recent FAR Audit
 - Experience with VDOT administered Tier 2 projects including compliance with project schedule and project budget.
13. A project approach discussion is required for this project and shall be limited to a maximum of 1 page.
14. In addition to the page restrictions listed above, a maximum of 2 additional pages may be included in the Expression of Interest. All pages are to be 8 1/2" X 11" and printed on one side with single-spaced type no smaller than 12 pitch.
15. Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, subconsultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
 - Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
 - Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
 - Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions.

16. If the prime consultant or subconsultant does not have the in-house capability to provide non-professional services, each with an estimated cost of \$5,000 or greater, such as diving services, soil drilling, sampling services or laboratory testing, these services must be subcontracted in accordance with State procurement procedures once a contract is executed, with no DBE credit in the selection of the most qualified firm or team. Clearly indicate these services in the EOI.
17. Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice

engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, should provide evidence including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing full size copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The EOI should convey the requested information for each regulant by the use of a concise table or matrix. (All full size copies of the Commonwealth of Virginia State Corporation Commission (SCC) and Department of Professional and Occupational Regulation (DPOR) supporting registration documentations should be included in the EOI and will not be counted towards page restriction):

.1 The Commonwealth of Virginia SCC registration detailing the name, registration number, type of corporation and status of the business entity.

.2 For this Project/Contract, the Commonwealth of Virginia DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.

.3 For this Project/Contract, the Commonwealth of Virginia DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.

.4 For this Project/Contract, the Commonwealth of Virginia DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (e.g. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

Failure to comply with the law with regard to those requirements in Virginia (whether federal or state) at the time of the EOI submittal regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your EOI submittal(s), in the sole and reasonable discretion of the Department, non-responsive and in that event your EOI submittal(s) may be returned without any consideration or evaluation.

ADMINISTRATIVE

1. Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the Town of Christiansburg. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

2. The Department will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
3. The method of payment will be lump sum/actual costs for each project assignment based on fixed billable rates. For purpose of determining the lump sum fee/fixed billable rates, an overhead rate shall be established in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm.
4. All firms submitting Expressions of Interest (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmmps.asp>. Should any firm on the consultant team fail to submit the required audit data and certification within the 10 work days, negotiations may be terminated by the Town of Christiansburg and the next most qualified team invited to submit a proposal.
5. Records Exclusion from Public Disclosure: Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Town of Christiansburg for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation:
 - invoking such exclusion upon submission of the data or other materials for which protection is sought;
 - identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Town of Christiansburg shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or Town of Christiansburg associated with such litigation. In no event shall the Town of Christiansburg or its officers, employees or agents be liable to the

contractor as a result of any disclosure of records or data collected by the Town of Christiansburg, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Town of Christiansburg, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

6. Electronic EOI submittals are encouraged for this EOI, with the entire submittal in a single cohesive PDF file. Submittals shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Please do not duplicate information furnished in the SF 330 Part I and Part II elsewhere in the submittal. All information may be submitted either electronically through the Town of Christiansburg's system or by mail (one hard copy) and received no later than 3:00 PM (local time prevailing) on September 6, 2016. Responses received after this time will not be considered. An offeror choosing to submit the EOI through hard copy delivery must include one CD-ROM containing the entire submittal in a single cohesive PDF file. All text in the PDF file shall be searchable using Adobe Acrobat software except within illustrations and scanned registration documents.

All hard-copy deliveries shall be made to the following Town of Christiansburg address:

**Town of Christiansburg
Attn: Ronda London, Purchasing Coordinator
100 East Main Street
Christiansburg, VA 24073**

7. The Town of Christiansburg assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
8. The Town of Christiansburg does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
9. Any offeror who desires to protest the award of a contract shall submit such protest in writing to the Department no later than ten days after the announcement of the award. Public announcement of the award shall be posted on the Department's Business Center Internet site.

FIRM DATA SHEET

Funding: F (S=State F=Federal)

Project Name: Cambria Intersection & N.
Franklin Corridor Improvements
Project No.: 0460-154-203, UPC 104387
EOI Due Date: _____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data may result in the Expression of Interest not being considered.

Firm's Name, Address and DBE Certification Number	Firm's DBE Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE Firm Not Certified by DMBE

NA = Firm Not Claiming DBE Status

DMBE is the Virginia Department of Small Business and Supplier Diversity

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

Cambria Intersection & N. Franklin Corridor Improvements
Project: 0460-154-203, UPC 104387

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

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

Signature

Date

Title

Name of Firm

CERTIFICATION REGARDING DEBARMENT

LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-consultant)

Cambria Intersection & N. Franklin Corridor Improvements

Project: 0460-154-203, UPC 104387

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature

Date

Title

Name of Firm

CONSULTANT ENGINEERING FIRMS SHORT LIST SCORE SHEET – FEDERALLY / STATE FUNDED PROJECT
 (FOR PROFESSIONAL SERVICES)

DIVISION: _____

EOI NO.: _____

PROJECT: _____

FIRM: _____

DESCRIPTION: _____

SUBS: _____

DATE: _____

	NUMERICAL VALUE				AVG.	WEIGHT	WEIGHTED EVALUATION
FIRM/TEAM'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most)	1-10					25%	
PERSONNEL'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most)	1-10					40%	
QUALIFICATIONS OF PROJECT MANAGER (Expertise, experience and qualifications in project management as related to the scope of services) (1=least, 10=most)	1-10					5%	
ORGANIZATIONAL CAPABILITY (Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants) (1=least, 10=most)	1-10					20%	
PRESENT WORKLOAD (Firm's capacity and availability)	1-10					10%	
						TOTAL	

In determining the final short list, the top ranked firms and their sub-consultants may have their VDOT Consultant Performance Reports reviewed and/or references checked.

GOOD FAITH EFFORT

(Federally Funded Project with DBE Goal: until further notice, DBE goals will not be assigned to consultant service contracts)

The Department will be accepting what consultants submit in their Expressions of Interest regarding good faith efforts. If a firm that has submitted good faith effort documentation makes the short list, the procuring Division Administrator (cannot be delegated unless he/she will be out of the office for more than 5 work days) along with a representative of the EO Division will determine if the good faith effort is acceptable.

When there is a contract goal, a consultant must make good faith efforts to meet it. The consultant can do so either through obtaining enough DBE participation to meet the goal or documenting the good faith efforts it made to do so. These means of meeting contract goal requirements are fully equivalent. 49 CFR Part 26 (the Rule) explicitly provides that the Department must not disregard showings of good faith efforts, and it gives consultants the right to have the Department reconsider a decision that their good faith efforts were insufficient. The Department is prohibited from denying a contract to a consultant simply because it did not obtain enough DBE participation to meet the goal. The Department must seriously consider consultants' documentation of good faith efforts. To make certain that consultants' showings are taken seriously, the Rule requires the Department to offer administrative reconsideration to consultants whose good faith efforts showings are initially rejected.

The Rule also ensures flexibility for consultants by requiring that any contract goal be waived entirely for a prime consultant that demonstrates that it made good faith efforts but was still unable to meet the goal.

When the Department sets a contract goal, the basic obligation of consultants is to make good faith efforts to meet it. They can demonstrate these efforts in either of two ways, which are equally valid. First, they can meet the goal, by documenting that they have obtained commitments for enough DBE participation to meet the goal. Second, even though they have not met the goal, they can document that they have made good faith efforts to do so. A refusal by the Department to accept valid showings of good faith is not acceptable under the Rule.

The Rule makes clear that the Department is not to use a "conclusive presumption" approach, in which the apparent successful consultant is summarily found to have failed to make good faith efforts simply because another consultant was able to meet the goal. However, the performance of other consultants in meeting the contract can be a relevant factor in a good faith effort determination, in more than one way. For example, when the apparent successful consultant fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant could have met the goal. It does not, by itself, prove that the apparent successful consultant did not make a good faith effort to get DBE participation, however. On the other hand, if the apparent successful consultant fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants, the Department may view this, in conjunction with other factors, as evidence of the apparent successful consultant having made good faith efforts.

The fact that some additional costs may be involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet a DBE contract goal, as long as such costs are reasonable.

If the Department determines that the apparent successful consultant has failed to meet the requirements of a good faith effort, the Department must, before awarding the contract, provide the consultant an opportunity for administrative reconsideration. The Department intends that the process be informal and timely. The Department will ensure that the process is completed within a brief period (e.g., 5-10 days) to minimize any potential delay in procurements. The consultant will have an opportunity to meet with the reconsideration official, but a formal hearing is not required. As part of this reconsideration, the consultant must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or

made adequate good faith efforts to do so. The Department's decision on reconsideration will be made by an official who did not take part in the original determination that the consultant failed to meet the goal or make adequate good faith efforts to do so. The consultant must have the opportunity to meet in person with the reconsideration official to discuss the issues of whether it met the goal or made adequate good faith efforts to do so. The Department will send the consultant a written decision on reconsideration, explaining the basis for finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so. The Department's reconsideration personnel consist of the Commissioner's DBE Review Panel.

It is up to the Department to make a fair and reasonable judgement whether a consultant that did not meet the goal made adequate good faith efforts. It is important for the Department to consider the quality, quantity, and intensity of the different kinds of efforts that the consultant has made. The efforts employed by the consultant should be those that one could reasonably expect a consultant to take if the consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The Department's determination concerning the sufficiency of the firm's good faith efforts is a judgement call: meeting quantitative formulas is not required.

If DBE is prime, they will be allowed to count toward goals the work they commit to performing with their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE consultants on prime contracts will be expected to make the same outreach efforts as other consultants.

When a DBE participates in a contract, the Department will count only the value of the work actually performed by the DBE toward DBE goals. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function. If a DBE firm loses certification, its work no longer counts toward the DBE goal.

All consultants will be required to submit the following information to the Department with the EOI:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The percentage amount of the participation of each DBE firm participating;
- Written documentation of the prime consultant's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

The Department has prepared a list based on Federal Regulations of some of the kinds of efforts that consultants may make in obtaining DBE participation. It is not intended to be a mandatory checklist. The Department does not require that a consultant do any one, or particular combination, of the things on the list, nor is the list intended to be exclusive or exhaustive; it merely offers examples. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a consultant has made good faith efforts, it will usually be important for the Department to look not only at the different kinds of efforts that the Consultant has made, but also of the timeliness, quantity, and intensity of these efforts.

The Department offers the following examples of efforts that may be considered:

A. Soliciting through all reasonable and available means (e.g., attendance at project showings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The consultant must solicit this interest within sufficient time to allow the DBEs to participate effectively. The consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

D. (1) Negotiating in good faith with interested DBEs. It is the consultant's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

D. (2) A consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's costs, qualifications and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the consultant of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations {for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority community organizations; minority contractors' groups; local, state, and Federal minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**VIRGINIA DEPARTMENT OF TRANSPORTATION
INSTRUCTIONS FOR
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

- 1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.
- 1b. **Quarter Ending**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.
- 2a. **Funding Source**
Indicate the primary funding source: Federally Funded, Federally Funded Local Government or State Funded.
- 2b. **Contractor/Subcontractor**
Enter your company's name
- 2c. **Contract I.D. No.**
Enter the contract identification number assigned to your project.
- 2d. **Date of Execution**
Enter the date the contract was executed.
- 2e. **District**
Enter the VDOT District where the project under contract is located.
3. **Vendor Name**
Enter all subcontractors utilized.
4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.
5. **Certification Type**
Specify the certification type of each Vendor:
DBE – Disadvantaged Business Enterprise
SWaM – Small, Woman, and Minority-Owned Business Enterprise
Non-DBE/SWaM – Subcontractor is not certified as a DBE or SWaM business in Virginia
6. **Payments to Vendors**
Dollar amount paid to Vendors during contract.
- 6a. **Payments to Vendors this Qtr.**
Dollar amount of payment made to Vendors in reporting quarter.

6b. **Payments to Vendors to Date**
Total dollar amount paid to Vendors since contract execution.

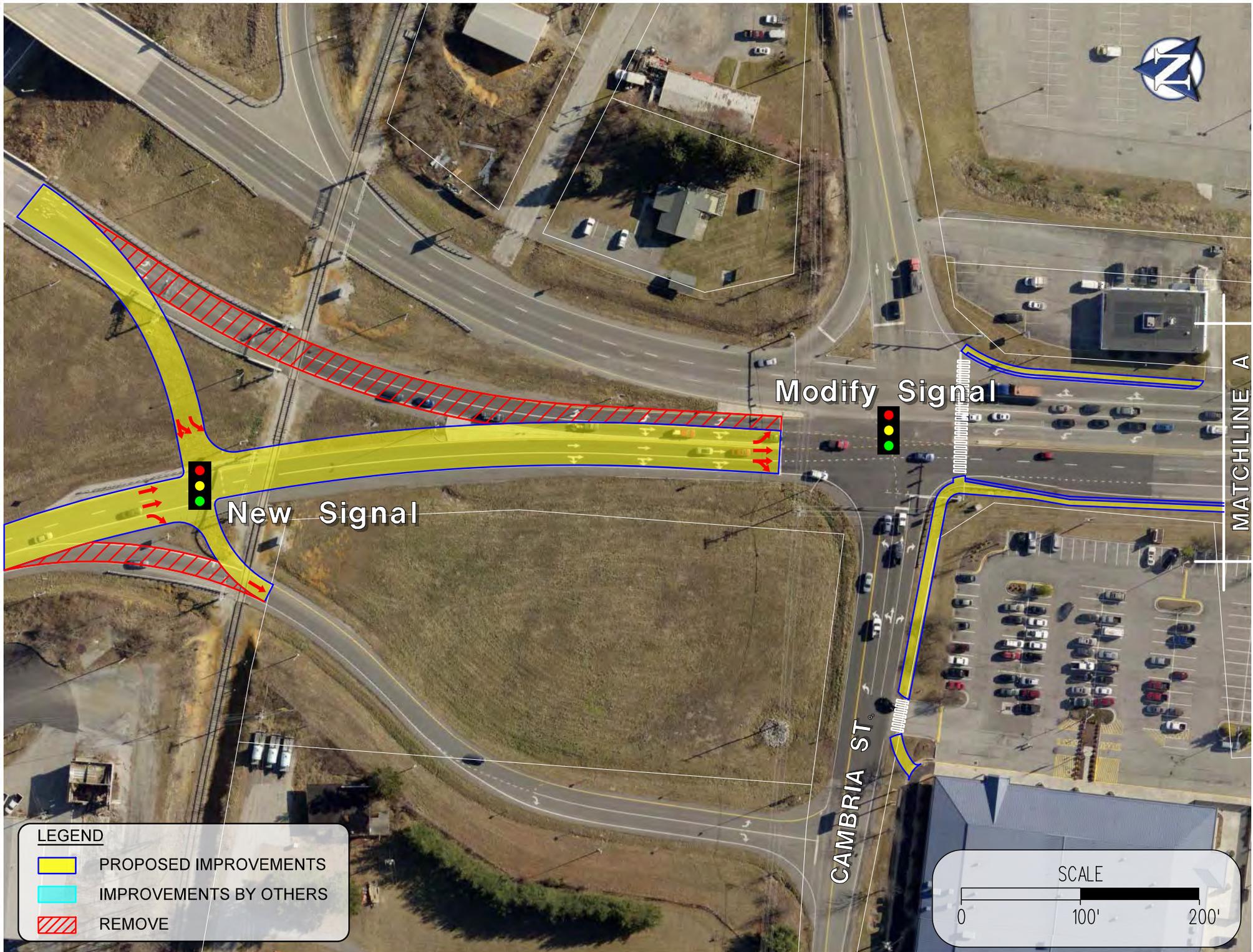
7. **Work Performed this Qtr.**
Describe specific reason for payment made to Vendor in reporting quarter.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Residency
July 1 – September 30	Five (5) working days after the reporting period
October 1 – December 31	Five (5) working days after the reporting period
January 1 – March 31	Five (5) working days after the reporting period
April 1 – June 30	Five (5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the District Civil Rights Office on the following business day.



Modify Signal

New Signal

CAMBRIA ST

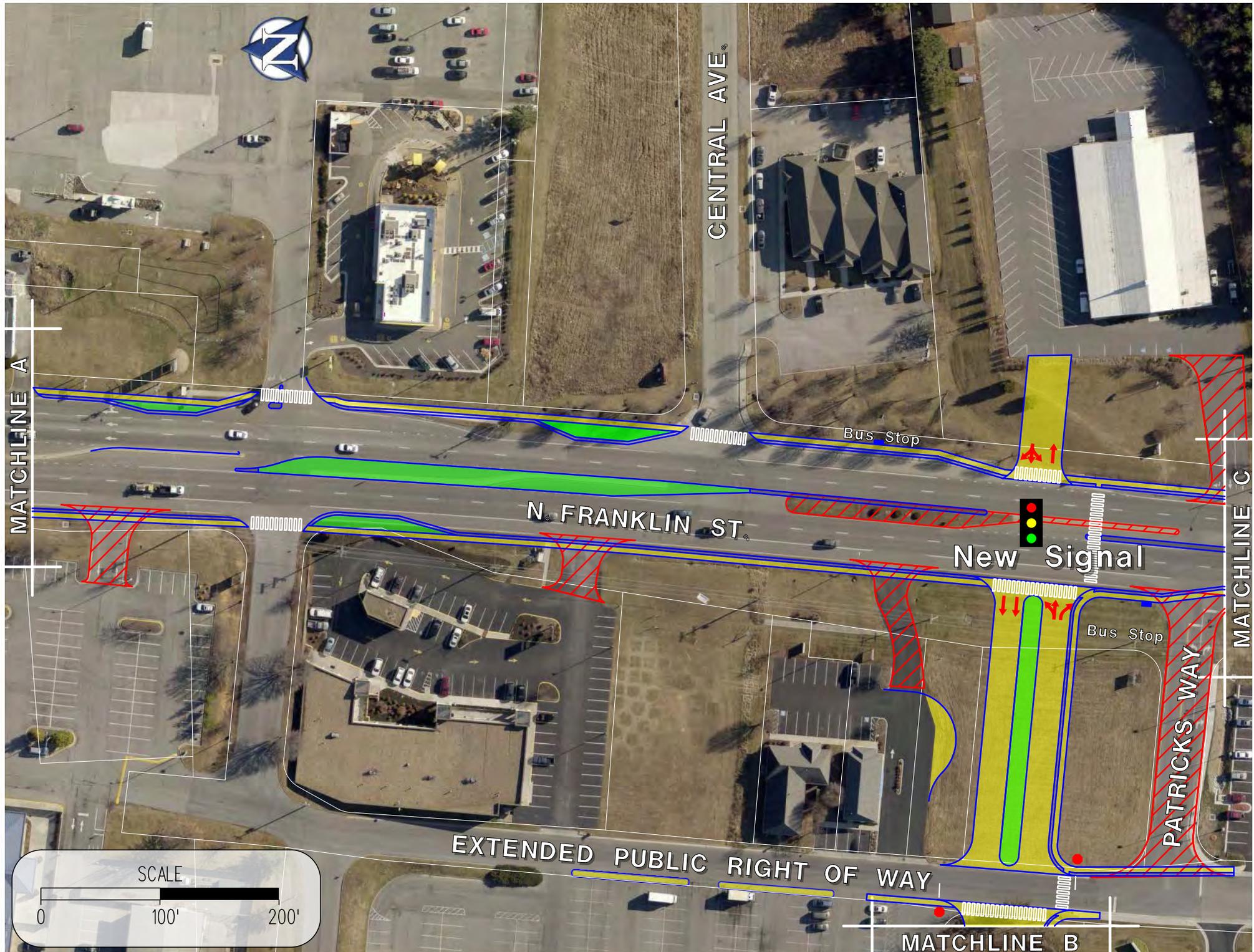
MATCHLINE A

LEGEND

-  PROPOSED IMPROVEMENTS
-  IMPROVEMENTS BY OTHERS
-  REMOVE

SCALE





MATCHLINE A

MATCHLINE C

MATCHLINE B

CENTRAL AVE.

PATRICKS WAY

N. FRANKLIN ST.

EXTENDED PUBLIC RIGHT OF WAY

New Signal

Bus Stop

Bus Stop



SCALE

0 100' 200'

LEGEND

-  PROPOSED IMPROVEMENTS
-  IMPROVEMENTS BY OTHERS
-  REMOVE

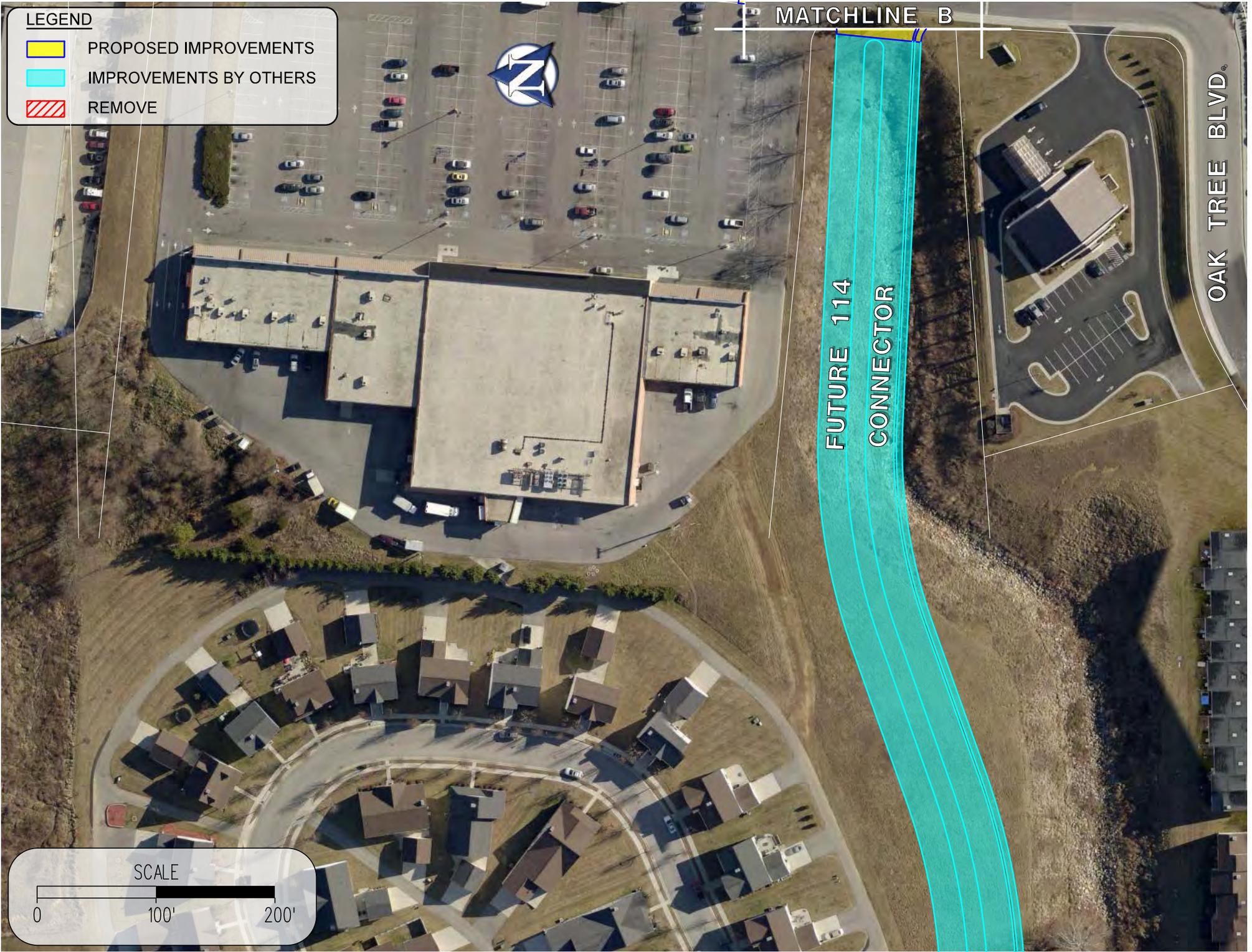


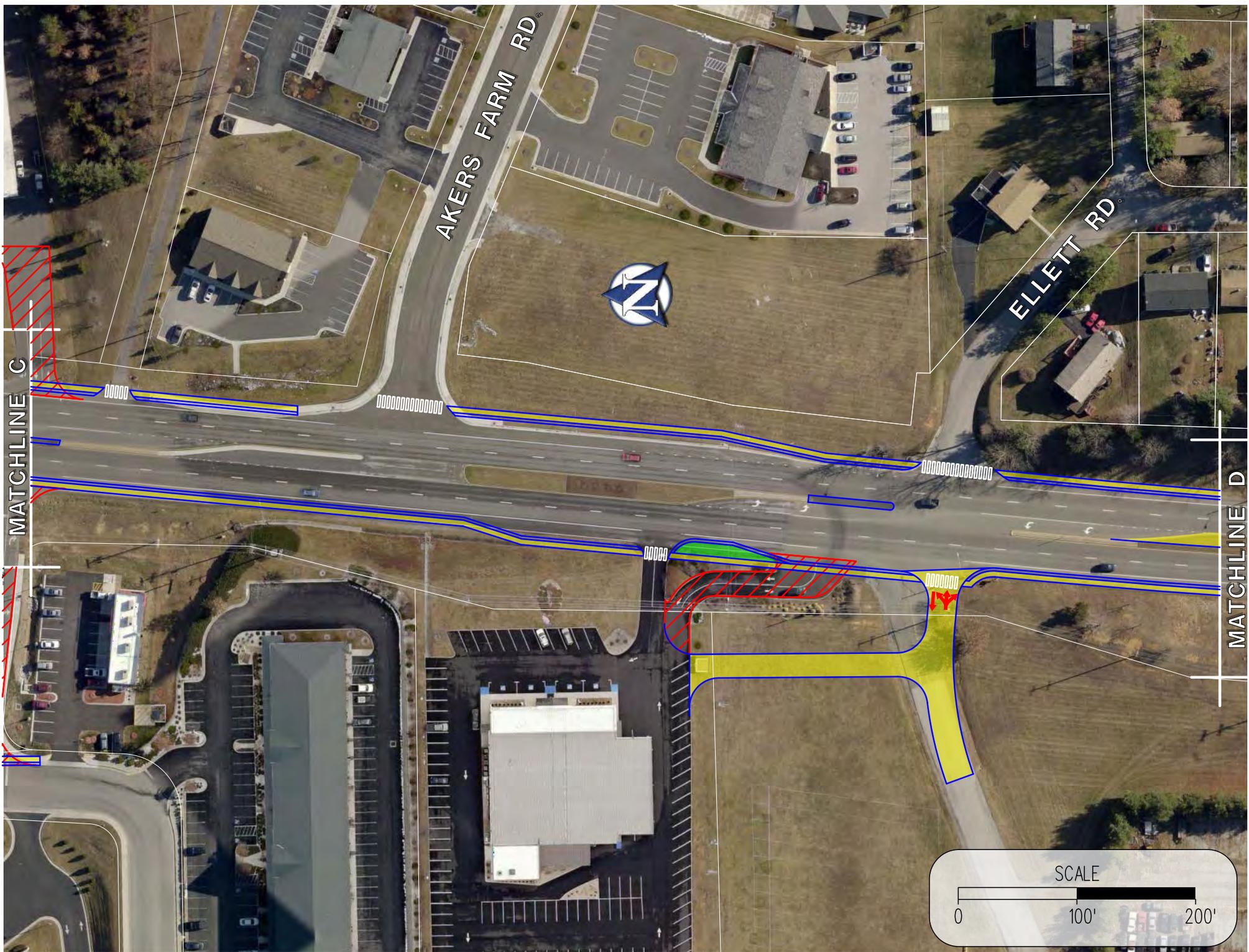
MATCHLINE B

FUTURE 114
CONNECTOR

OAK TREE BLVD[®]

SCALE





AKERS FARM RD

ELLETT RD

MATCHLINE C

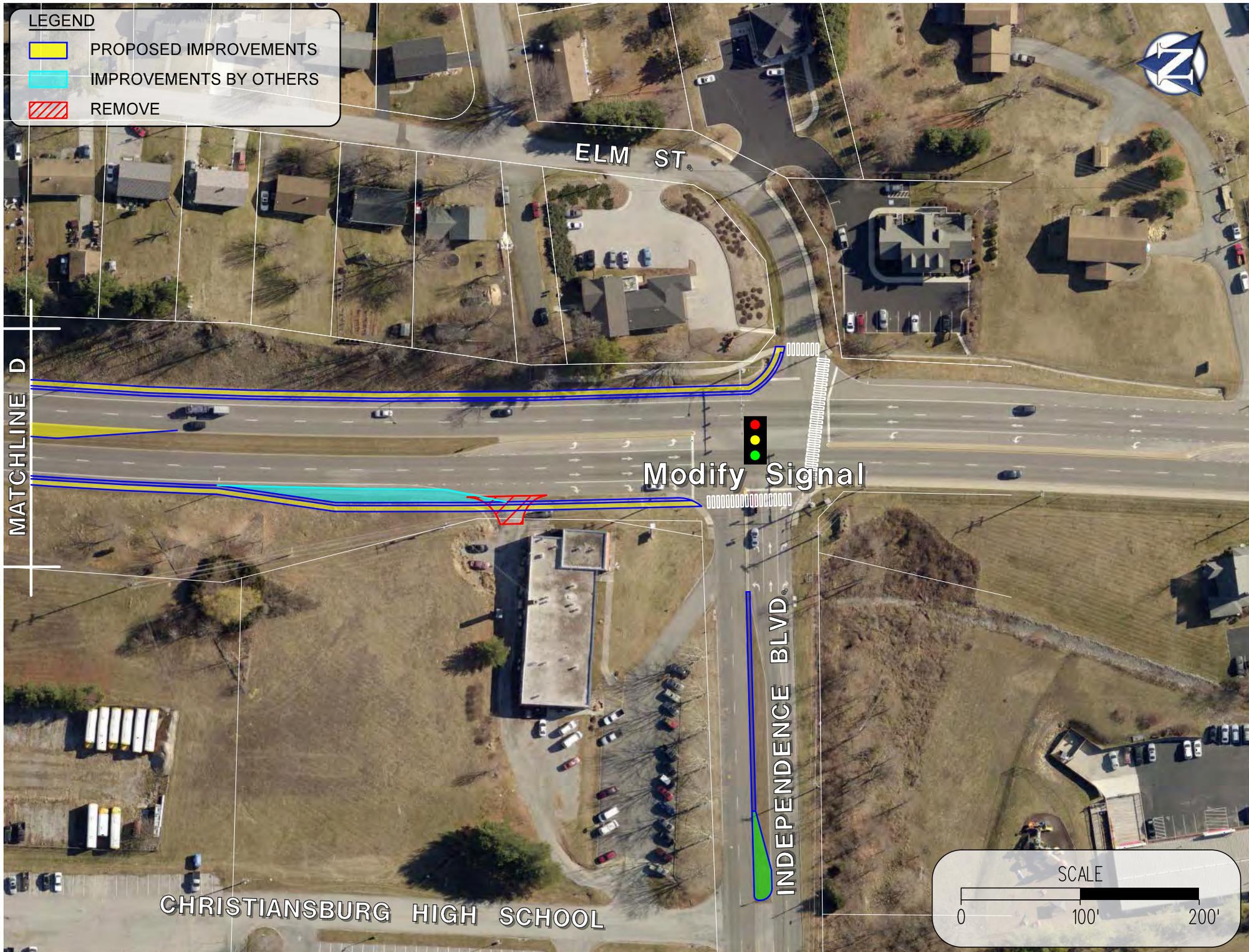
MATCHLINE D

SCALE

0 100' 200'

LEGEND

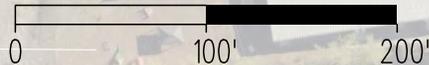
-  PROPOSED IMPROVEMENTS
-  IMPROVEMENTS BY OTHERS
-  REMOVE



Modify Signal



SCALE



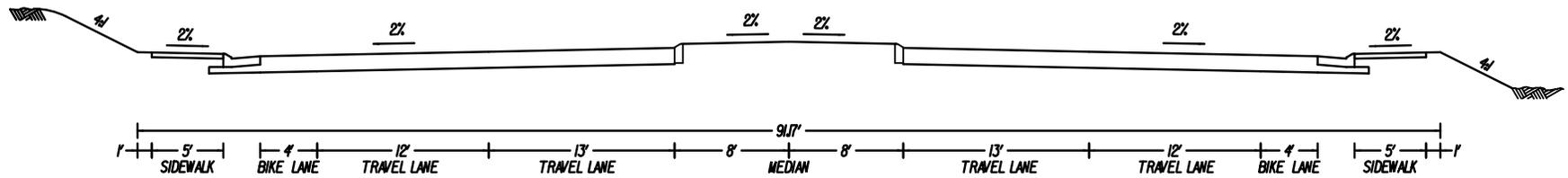
MATCHLINE D

ELM ST

INDEPENDENCE BLVD

CHRISTIANSBURG HIGH SCHOOL

NORTH FRANKLIN PROPOSED TYPICAL SECTION



APPENDIX A

Contractor/ Consultant/Supplier Agreements: U.S. DOT 1050.2 -- Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successor interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulation”), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of age or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the (Recipient) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, Orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor for the specific contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulation, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interest of the (Recipient), and in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer:	Preparer's Title:
-------------------	-------------------

Phone #:	Email Address:
----------	----------------

Name of Organization:	Address of Organization:
-----------------------	--------------------------

Address of Virginia location where project will be done:

Type of Contractor/Organization: <input type="checkbox"/> Private Organization <input type="checkbox"/> Governmental Agency	<input type="checkbox"/> Supplier <input type="checkbox"/> Other _____
---	---

Workforce for Virginia Location

Total	% Minority	% Female
-------	------------	----------

Business Ownership/Control Minority <input type="checkbox"/> Yes <input type="checkbox"/> No Female <input type="checkbox"/> Yes <input type="checkbox"/> No	DBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No SWAM Certified <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

Does your organization currently have contracts or subcontracts with VDOT? Yes No What is your organization's most recent date of Title VI approval?

Status of Project(s):	Value of current Contract(s):
-----------------------	-------------------------------

What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment – Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)															
	Race/Ethnicity															
	Hispanic or Latino		Not Hispanic or Latino													Total Col A-N
	Male	Female	Male							Female						
			White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
Executive/Sir. Level Officials & Managers (1.1)																
First/Mid-Level Officials & Managers (1.2)																
Professionals (2)																
Technicians (3)																
Sales Workers (4)																
Administrative Support Workers (5)																
Craft Workers (6)																
Operatives (7)																
Laborers & Helpers (8)																
Service Workers (9)																
TOTAL (10)																
PREVIOUS YEAR TOTAL (11)																

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?
2. Identify the person responsible for the administration of Title VI policies and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.
2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?
3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?
4. Are facilities and meeting areas fully accessible to persons with disabilities?
5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.
6. How are limited English proficient persons made aware that they can receive translation services for access to services?
7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:
 - The DBE's name and amount awarded
 - Total # of contracts awarded to DBEs
 - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

(Authorized Officer)

(Title)

(Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085 or at robin.underwood@vdot.virginia.gov.



TOWN OF CHRISTIANBURG
PROFESSIONAL SERVICES FOR CAMBRIA INTERSECTION & N. FRANKLIN CORRIDOR IMPROVEMENTS

ADDENDUM #01

VDOT Project # 0460-154-203, P101, R201, C501

UPC # 104387, TOC # 02035

CLARIFICATIONS

1. **Pre-Proposal Meeting Sign-In Sheet:** The sign-in sheet from the 8/23/16 Pre-Proposal Meeting is attached herein.
2. **Pre-Proposal Agenda:** The Pre-Bid Agenda from the 8/23/16 Pre-Bid Meeting is attached herein.
3. **Right of Way/Easement Acquisitions:** The Town will be issuing an RFP for these services in support of this project.
4. **Construction Administration:** The engineering firm will answer RFI's regarding the design and contract documents.
5. **DBE and Subconsultants:** The firm can receive credit for DBE work if they are certified as a DBE for the specific type of work they are performing. They can only get credit for that work. A firm cannot get credit for the portion of the work that the subconsultant is subbing out to a non-DBE company. However, ability to get DBE credit has no bearing on consultant selection since there is no set DBE Goal.

REVISIONS

1. **Administration, Item 6:**
 - a. All Expressions of Interest information shall be submitted by mail (one hard copy) along with a USB flash drive or CD-ROM.

ATTACHMENTS

- North Franklin sketches
- SmartScale (formerly HB2) Project Application
- Intersection Planning Study prepared by Parsons dated March 2010
- Corridor Improvement Study prepared by WRA dated June 9, 2016
- Funding details
- Construction Schedule
- Sample Contract
- General Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation for Bid # ENG-16-0012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgement: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

{ } Addendum No. 1

{ } Addendum No. 3

{ } Addendum No. 2

{ } Addendum No. 4

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives' and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name

Authorized Signature

Date



TOWN OF CHRISTIANSBURG
PROFESSIONAL SERVICES FOR CAMBRIA INTERSECTION & N. FRANKLIN CORRIDOR IMPROVEMENTS

ADDENDUM #02

VDOT Project # 0460-154-203, P101, R201, C501

UPC # 104387, TOC # 02035

REVISIONS

1. Expression of Interest, Item 7:

- a. The following sentence is deleted in its entirety: "This is the ONLY section of the submission which may include pictures or graphics (included in the ten page limit).

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation for Bid # ENG-16-0012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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Addendum Numbers Received:

(Check the box next to each addendum received)

{ } Addendum No. 1

{ } Addendum No. 3

{ } Addendum No. 2

{ } Addendum No. 4

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives' and any Town personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name

Authorized Signature

Date

EXHIBIT B
SCOPE OF SERVICES
AND
FEE PROPOSAL

**EXHIBIT B
SCOPE OF SERVICES
& FEE PROPOSAL**

**Cambria St. Intersection &
N. Franklin St. Corridor Improvements
Preliminary and Final Design**

Town of Christiansburg, Virginia

VDOT UPC#: 104837

December 8, 2016

McCormick Taylor, Inc.
111 Mill Place Parkway, Suite 105
Verona, VA 24482
Phone: (540) 248-0382
www.mccormicktaylor.com

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C. Kelly Consulting	
D. Gay and Neel	
E. ECS Limited	
F. InfraMap	
G. Gantt Chart Schedule	

I. PROJECT DESCRIPTION

This project consists of the preliminary and final design, preparation of construction plans and bid documents for intersection improvements at the intersection of Cambria St. with N. Franklin St. in the Town of Christiansburg, VA. Other improvements include ramp modifications to Route 460 adjacent to the intersection and access management & pedestrian improvements along the N. Franklin Corridor from Cambria St. to Independence Boulevard Northwest. Proposed improvements to the corridor will include the addition of turn lanes, raised median, curb and gutter, sidewalk, bike lanes, construction of ADA-compliant crosswalks, curb cuts, and pedestrian accommodations, signal additions and modifications and railroad crossing modifications.

Detailed descriptions of the services to be performed are described below in Section II – Scope of Services.

The design will be accomplished according to applicable Town, VDOT and FHWA standards and guidelines using VDOT's latest design and computer aided drafting software. The plans will be prepared at 1" = 25' scale per VDOT CADD standards using standard VDOT sheets.

This will be a lump sum contract, with a total cost not to exceed the dollar amount shown in **Appendix A**.

II. SCOPE OF SERVICES

DESIGN PHASE

Design Phase services will be limited to those described below and will be billed on a lump-sum basis. Please refer to **Appendix A** for a lump-sum fee for each of the tasks below.

TASK 1 SURVEY

Survey Design services will be performed by our subconsultant Gay and Neel, Inc. (GNI), with coordination and review by McCormick Taylor, Inc. Please refer to **Appendix D** for a description of services for this task.

TASK 2 GEOTECHNICAL INVESTIGATIONS

Geotechnical Investigation services will be performed by our subconsultant ECS Mid-Atlantic, LLC (ECS), with coordination and review by McCormick Taylor, Inc. Please refer to **Appendix E** for a description of services for this task.

TASK 3 UTILITY LOCATION & DESIGNATION

McCormick Taylor will coordinate with MISS UTILITY and GNI to have all underground utilities marked in the field, surveyed and included in the base mapping. In addition, McCormick Taylor has budgeted for up to five (5) utility test holes to be performed to verify existing utility locations. McCormick Taylor does not anticipate having any additional utility location or designation services performed as part of this contract. Please refer to **Appendix F** for a description of services for this task.

TASK 4 ENVIRONMENTAL DOCUMENTATION & PERMITTING

Environmental processes for the Project are outlined below based on the understanding that the Project is funded with Smart Scale Federal funds (formerly H2B). Based on our research, we anticipate that environmental requirements will include National Environmental Policy Act (NEPA) and permits or clearances for air, noise, stream and wetland impacts, threatened and/or endangered species, cultural resources (including architecture and archaeology) and hazardous materials/due diligence investigations.

McCormick Taylor will complete the necessary environmental forms and permits for the Project and will submit this information either directly to the agency or to the Town of Christiansburg, whichever is appropriate, to ensure the environmental clearances are obtained for this Project.

NEPA - Programmatic Categorical Exclusion

McCormick Taylor will complete the necessary documentation for VDOT to add the project into CEDAR, their project tracking database. This documentation will include VDOT Form EQ-429 and a project map. McCormick Taylor will coordinate with VDOT to determine the appropriate level of documentation and will complete the NEPA documentation for the Project in accordance with VDOT and FHWA guidelines. This scope of services is based on the assumption that VDOT/FHWA will require a Programmatic Categorical Exclusion (PCE) for the project, which means that there will be no adverse effect on historic properties, an individual permit from the Corps will not be required, and that no relocations will be necessary as a result of the enhancement project. Should VDOT/FHWA or any of the environmental studies determine that additional documentation beyond a PCE is required, this would be prepared under a separate scope of services (refer to Additional Services section).

Wetlands and Streams

McCormick Taylor will complete a desktop and a field review of the anticipated disturbance area associated with the proposed project, including 150 feet on each side of the centerline of North Franklin Street, as well as the frontage road to be reconstructed from the Food Lion/Recreation Center entrance to the Future 114 Connector (study area) to determine the presence of and potential impacts to Waters of the U.S., including streams and wetlands and Chesapeake Bay Preservation Act (CBPA) areas, including Resource Protection Areas (RPAs) and Resource Management Areas (RMAs), if applicable. If jurisdictional resources are identified within the study area, a jurisdictional determination will be requested from the USACE.

A desktop review of jurisdictional resources has identified the presence of an Unnamed Tributary to Crab Creek in the vicinity of the intersection of N. Franklin Street and the Future 114 Connector. Therefore, it is assumed at this time that Waters of the U.S. will be identified and therefore a jurisdictional determination and permit will be necessary for this project.

To obtain the jurisdictional determination, McCormick Taylor will conduct the required field work and prepare the required Wetland Delineation Report for submittal to the USACE. The field work will include a thorough investigation to determine presence of hydric soils and hydrologic features or indicators, the identification and classification of dominant plant species, and the assessment of stream systems located within the study area. The Wetland Delineation Report will include a description of the site conditions, the required jurisdictional waters mapping, photographs, and data forms to document the presence / absence of jurisdictional waters.

Following the USACE review of the report, McCormick Taylor will conduct a field review with the USACE to discuss the site and verify the Waters of the U.S. and wetland / stream delineations.

As part of the delineation and report preparation, the appropriate regional supplement will be used; however, Rapanos forms will not be required.

Our environmental staff will work with our engineers to avoid and minimize potential wetland and stream impacts. We will prepare a Joint Permit Application for the USACE, Virginia Department of Environmental Quality (VDEQ) and Virginia Marine Resource Commission (VMRC). These agencies will determine what type(s) of water quality permits will be required for the Project as well as any possible mitigation needs.

Wetland and/or stream mitigation cost is not included in this scope of services. Should wetland or stream mitigation be required, McCormick Taylor will provide this service as amendment to the Contract. Prior to the Final Design Phase, a *Water Quality Permits and Natural Resource Due Diligence Certification for Locally-Administered Projects Form* (EQ-555) will be prepared for submission to VDOT.

Threatened & Endangered Species

As part of the NEPA document requirements, we will request concurrence from the regulatory agencies regarding the potential for impacts to threatened and/or endangered species. Although impacts to threatened and/or endangered species are not anticipated at this time, an initial search of the Virginia Department of Game and Inland Fisheries' (VDGIF) online Virginia Fish and Wildlife Information Service database and the United States Fish and Wildlife Service (USFWS) online Information, Planning, and Conservation (IPaC) database, has identified several species with federal and/or state threatened and/or endangered listing status within or in the vicinity of the study area for the proposed project. An official clearance / confirmation letter will be requested from VDGIF, the Department of Conservation and Recreation (VDCR) and USFWS. As part of this coordination for VDCR and VDGIF, a description of the Project will be submitted to these two agencies in a letter format. McCormick Taylor will prepare each of these letters on Town of Christiansburg letterhead and coordinate with VDOT prior to contacting VDGIF and VDCR. As part of the USFWS coordination, McCormick Taylor will follow the steps outlined in the IPaC database and submit the appropriate information package to the agency for review after coordinating with the Town of Christiansburg and VDOT.

This scope of work assumes that no additional coordination beyond these letters / information submittals will be required. In addition, these database searches will be conducted only one time, at the onset of our coordination efforts. McCormick Taylor is not responsible for any changes to the database results which may occur from our initial coordination efforts to the initiation of the project. McCormick Taylor also assumes that USFWS will concur with the findings of our database search and analysis. McCormick Taylor cannot guarantee that an agency will respond to submitted letter / information package. All coordination materials will be provided to the Town of Christiansburg for their file.

Cultural Resources

In accordance with Section 106 of the National Historic Preservation Act of 1966, as amended through 1992 (NHPA), and the implementing federal regulations found at 36 CFR 800, federally funded or permitted projects must be coordinated with the State Historic Preservation Office (SHPO). In Virginia, the Virginia Department of Historic Resources (VDHR) serves as the SHPO. In order to obtain the required VDHR concurrence, coordination with the Department will be necessary.

McCormick Taylor will complete a cultural resource survey at a level of effort sufficient to identify architectural resources over 50 years in age and archaeological sites present within the project's Area of Potential Effect (APE). Cultural resources surveys will be conducted in accordance with

the National Historic Preservation Act of 1966, as amended and the Advisory Council on Historic Preservation's (ACHP) implementing regulations, 36 CFR Part 800, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (Federal Register 48:44716-44742), VDHR' Guidelines for Preparing Identification and Evaluation Reports, and VDHR's Guidelines for Conducting Cultural Resource Survey in Virginia.

Archaeological work will be conducted by or under the direct supervision of a person meeting the Secretary of the Interior's Professional Qualifications Standards for Archaeologists (48 FR 44738-9) and architectural work will be conducted by or under the direct supervision of a person meeting the Secretary of the Interior's Professional Qualification Standards for Architectural Historian (48 FR 44738-9).

It is assumed that VDHR will respond with a determination of 'No Historic Properties Affected' or 'No Adverse Effect' for the project and therefore no further survey or coordination will be necessary. Should VDHR request additional surveys or additional coordination, a separate scope of services will be prepared.

Architectural History

Background Research & Development of Area of Potential Effects. McCormick Taylor will conduct field investigations to delineate the appropriate Architectural Area of Potential Effects (APE) based upon the project description. The APE is defined as the geographic area or areas within which an undertaking may cause changes in the character or use of historic properties, if any such properties exist. Prior to any field investigations archival research will be undertaken at the Library of Virginia and the Virginia Department of Historic Resources (VDHR). The VDHR's Cultural Resources Information System (V-CRIS) will be reviewed to identify resources previously identified within the immediate vicinity of the project. Project staff will utilize available Town of Christiansburg and Montgomery County on-line GIS databases. As necessary, we will conduct additional background research using the following sources prior to any field investigations: Virginia Department of Historic Resources Site and Structure Inventories, Historic Maps and Aerial Photographs, Civil War Battlefield Studies, Tax Records, Federal Agency Records, and Established Historic Contexts.

Architectural Survey. McCormick Taylor will complete surveys for above-ground historic resources as part of the proposed Cambria Intersection and N. Franklin Corridor Improvements Project in coordination with the project sponsor. Any previously unidentified resources 50 years or older will be documented as part of the Phase I report with appropriate recommendations. McCormick Taylor staff will coordinate with VDOT Cultural Resource staff prior to beginning any project field work.

An initial search of the Virginia Cultural Resource Information System (V-CRIS) shows that there is one previously surveyed historic resource within the project area: a radio station (WJJJ) off Cambria Street (DHR ID: 154-5026). It is our understanding that the radio station is no longer there and no determination of eligibility for the National Register of Historic Places (NRHP) was made for this resource. An initial GIS search was also made of the Town of Christiansburg (I-GIS). The results show several properties 50 years or older within the potential project Area of Potential Effect (APE). These include: a mall (North Gate Village); a mid-twentieth century subdivision (Suburban Hills); a mid-twentieth century school (Christiansburg High School Technology Center); two commercial buildings; and about four individual mid-twentieth century houses.

A Phase I (Reconnaissance-Level) Architectural Survey, with supporting documentation (including report and survey forms), will be produced. The report will be prepared to describe survey

methods and summarize the survey results. The survey will include a copy of a USGS topographic map showing the project limits and the locations of surveyed structures identified by their inventory numbers. The report will include a table that lists the following for each resource identified during the architectural resources survey: (1) the VDHR inventory number, (2) the name of the resource, (3) a brief description, and (4) McCormick Taylor's recommendation regarding the National Register eligibility of the resource. The study will be submitted to VDHR for review and comment. Based upon the initial search of V-CRIS and GIS, it is expected there will be at least nine (9) above ground historic resources which would require survey documentation. Any survey forms will be incorporated into the Phase I Architectural Survey Report.

It is anticipated that follow-up Phase II (Intensive-Level) Architectural Survey will not be required for this project. Should a Phase II Survey be required, McCormick Taylor will provide this service as amendment to the Contract.

If any National Register listed or potentially eligible resources are identified within the project's APE, the application of the Definition of Effect and Criteria of Adverse Effect may be required. We will assist with public involvement, including identification of potential consulting parties.

Project deliverables for the Project will consist of a Phase I Architectural Survey report with project plans, project description, Area of Potential Effects (APE) mapping and justification, location mapping with representative photographs, and project findings. The report will be submitted to VDHR for their concurrence on the project finding.

Archaeology

Archaeological Area of Potential Effects delineation. The archaeological area of potential effects APE is defined as any area in which ground disturbing activities could occur, including temporary right-of-way and any activities associated with the project, such as storm water management facilities.

An initial search of the Virginia Cultural Resource Information System (V-CRIS) shows that there are no previously surveyed archaeological sites within the project area. The archaeological APE for the proposed project has been severely disturbed from modern development starting in the 1970s. All soils within the likely APE have been graded or filled due to transportation construction, commercial construction, and drainages for these changes in the landscape. The APE has no potential to contain intact archaeological resources. No subsurface archaeological testing is recommended for this project.

McCormick Taylor will develop an APE for archaeological resources based upon proposed project designs. The APE delineation, along with a written justification for no archaeological investigations, will be submitted to the VDHR for their review and comment.

Coordination. This task may include meetings, field views, or conference calls with the client or VDHR, including preparation for these tasks. Up to 2 coordination events are anticipated.

Air/Noise Analyses

McCormick Taylor will conduct a qualitative air quality analysis in accordance with procedures identified in VDOT's Resource Document – Project-Level Air Quality Analysis (April 2016), FHWA-VDOT Programmatic Agreement for Project-Level Analyses for Carbon Monoxide (April 2016), as well as other applicable state and federal guidelines. It is assumed for the purposes of this proposal that the Future 114 Connector improvement is not included in this study. These efforts will include the following:

Coordination. McCormick Taylor will coordinate with the Town of Christiansburg and VDOT personnel as needed to obtain information necessary to complete the air quality analysis. For the purposes of this scope of work and since a qualitative level of analysis is anticipated, an air quality modeling protocol will not be prepared for this project. Upon approval of the scope of work by the Department, we will initiate the air quality analysis.

Qualitative carbon monoxide (CO) analysis. In accordance with the Resource Guide, a programmatic agreement was signed between VDOT and FHWA (April 2016) which establishes the types of projects and project conditions that will not require project-specific modeling or a quantitative air quality analysis to document that they do not cause a violation of the National Ambient Air Quality Standards (NAAQS) for CO. Rather, these project types and conditions will require only a general qualitative statement to meet project-level air quality requirements that references the agreement and the associated technical support document (TSD), which presents worst-case modeling results for CO that would cover the specific project type and condition. As such, the appropriate qualitative statement will be prepared in support of the air quality technical memorandum and will meet the latest applicable guidance.

PM2.5 analysis. The project area is located in an area classified as attainment for PM2.5. Therefore, based on this attainment designation for PM2.5, no hot-spot analysis is necessary since the area has not been identified as nonattainment or maintenance and is in compliance with the National Ambient Air Quality Standards (NAAQS). A brief statement will be prepared for the air quality technical memorandum.

Mobile source air toxics (MSAT) analysis. Based on FHWA's Updated Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents, dated October 18, 2016, a MSAT analysis is required in NEPA documents. In accordance with the guidance and for the purposes of this proposal, it is assumed that this project is best characterized as a "Project with no meaningful potential MSAT effects" (Exempt) since it is not expected to have meaningful impacts on traffic volumes or vehicle mix. Therefore, prototype language from Appendix A of the guidance will be referenced in the air quality technical memorandum to satisfy all requirements.

Conformity determination. The project is located in an attainment area of all criteria pollutants. As such, transportation conformity does not apply.

Reporting. The results of the analysis will be documented in a stand-alone Air Quality Technical memorandum that will serve as a support document to the environmental document. A draft memorandum will first be submitted electronically to VDOT for review and comment. Upon making any necessary revisions, the final memorandum will be prepared and submitted to VDOT. The air quality technical memorandum will be prepared in accordance with current VDOT and FHWA guidance.

Noise

The noise analysis will be conducted in accordance with the Virginia State Noise Abatement Policy (Updated July 15, 2015, Version 7) and FHWA Highway Traffic Noise guidelines (including 23

CFR 772). Since the project is designated as a Type I project, a noise analysis and mitigation evaluation is required. However, upon preliminary review of the project area and project specifics, it is recommended that McCormick Taylor perform a qualitative noise assessment to satisfy the appropriate level of NEPA documentation for the highway noise analysis.

Following the development of the project alternative(s), a field view will be conducted to document all noise-sensitive land uses in the project area within 500 feet of the proposed improvements. At the completion of the project field view, the qualitative noise assessment will be performed. Included in this assessment will be a discussion of the existing noise environment and land use composition in the project area. MT will review all available project specific information, including alignment specifics, as well as all pertinent traffic information (existing and proposed). The qualitative analysis will focus on the differences between existing conditions versus each of the four intersection improvement alternatives in the northern portion of the project corridor. Furthermore, the majority of the project area is best categorized as Activity Category E and not noise-sensitive. It is assumed for the purposes of this scope of work that no monitoring and/or modeling of noise levels will be performed for this assessment. In addition, it is assumed that the Future 114 Connector improvement is not included in this study. Regardless of predicted noise levels, noise mitigation is not anticipated to be feasible due to the congested, urban nature of the project area with local street and pedestrian access issues.

The results of the noise analysis will be documented for inclusion in the NEPA document. The brief noise technical memorandum will be prepared in accordance with all applicable guidance. Copies of the final noise technical memorandum will be provided in an electronic medium and will include all applicable information.

Hazardous Materials/Due Diligence

In order to comply with VDOT requirements, the Town of Christiansburg must document inquiries regarding present and past uses of the property, agency coordination, and cost estimates in the *Hazardous Materials Due Diligence Certification for Locally-Administered Projects Form* (EQ-121), therefore assuming all responsibility for potential hazardous materials concerns within the project boundaries and right-of-way to be acquired. Therefore, McCormick Taylor will obtain a Radius Map or Corridor Map database search from EDR (Environmental Data Resources, Inc.) for the project area. We will review the information in the search and field review the Project site, as needed, to identify any potential hazardous materials-related issues, prepare a brief memorandum of any potential concerns, and then prepare this form EQ-121 for submission to VDOT. This scope of services assumes that a Phase I Environmental Site Assessment will not be prepared for this project.

Presentations/Meetings

It is assumed that on-site field reviews with any state or federal environmental agency will not be required as part of this project based on the limited scope of work.

McCormick Taylor's Environmental staff will be available to attend any public information meetings.

Deliverables

- VDOT Form EQ-429 will be prepared for the Town of Christiansburg to submit to VDOT.
- A NEPA Concurrence Form will be prepared for the Town to submit to VDOT.
- CE-level NEPA documentation will be prepared for the Town of Christiansburg to submit to VDOT.
- A Wetland Delineation report will be prepared for submittal to the USACE requesting a preliminary Jurisdictional Determination.

- A Jurisdictional Determination will be obtained from the US Army Corps of Engineers and submitted to the Town for inclusion in the Project file.
- Stream and wetland delineations will be surveyed and shown on the Project plans.
- A JPA will be prepared for submittal to the permitting agencies; permit(s) will be received and submitted to the Town.
- Coordination letters with the Virginia Marine Resource Commission, Virginia Department of Environmental Quality and the U.S. Army Corps of Engineers will be submitted to VDOT and included in the Project file.
- VDOT Form EQ-555 will be prepared for the Town to submit to VDOT.
- A threatened and/or endangered species coordination and request for clearance letters for the DCR, DGIF and USFWS for inclusion in the project file.
- Invitation letters to potential Consulting Parties will be mailed and responses received.
- Invitation letters to Tribal Organizations will be prepared for FHWA to mail.
- A draft and final Phase I Architectural Survey Report will be prepared for submission to VDHR (2 paper copies of the draft; 5 paper copies and 5 CDs with pdf versions of the final).
- A draft and final Phase I Archaeological Survey Report will be prepared for submission to VDHR (2 paper copies of the draft; 5 paper copies and 5 CDs with pdf versions of the final).
- A cultural resource concurrence letter with effect determination from VDHR will be received for inclusion in the project file.
- A draft and final air quality technical memorandum will be prepared for electronic submittal to VDOT.
- A draft and final noise analysis technical memorandum will be prepared for submittal to VDOT.
- A hazardous materials memorandum will be prepared for the Town of Christiansburg and the Project file.
- VDOT Form EQ-121 will be prepared for the Town of Christiansburg to submit to VDOT.
- An EDR Radius Map Report or Corridor Report database search will be obtained and included in the project file.
- A hazardous materials memorandum will be prepared for the Town of Christiansburg and the Project file.

Assumptions:

- Section 4(f) coordination will not be required.
- VDOT and FHWA will determine that a PCE is the appropriate level of NEPA documentation. Should a CE be required, a scope and cost for this effort has been included as an “Optional Service” that would need to be supplemented to this proposal.
- It is assumed that federal and state water quality general permits will be required for this project. If any individual permits are required, this will be addressed in a change to the contract.
- Environmental permit fees and permit/application public notice fees are not included.
- The cost for compensatory mitigation is not included. It is assumed that the compensation plan, if required, will consist of a letter of credit availability from an appropriate bank in the service area. No additional restoration/compensation plans will be required.
- No wildlife surveys, threatened/endangered species assessments or surveys will be required. Formal Section 7 Endangered Species Act consultation will not be required.
- This scope of work does not include Phase II archaeological evaluations, Phase III archaeological data recovery excavations, Phase II architectural surveys, archaeological effects determinations, or mitigation.
- It is assumed that VDHR will respond with a determination of ‘No Historic Properties Affected’ or ‘No Adverse Effect’ for the project and therefore no further survey or coordination will be

necessary. Should VDHR request surveys or additional coordination, a separate scope of services will be prepared.

- It is assumed that a qualitative CO hot-spot analysis will be completed in accordance with VDOT's *Resource Document – Project-Level Air Quality Analysis* (April 2016) and FHWA-VDOT's *Programmatic Agreement for Project-Level Analyses for Carbon Monoxide* (April 2016), which establishes the types of projects and project conditions that will not require project-specific modeling or a quantitative air quality analysis to document that they do not cause a violation of the National Ambient Air Quality Standards (NAAQS) for CO.
- The project area is located in an area classified as attainment for PM_{2.5}. Therefore, based on this attainment designation for PM_{2.5}, no hot-spot analysis is necessary.
- The project is located in an attainment area of all criteria pollutants. As such, transportation conformity does not apply.
- In accordance with the FHWA guidance, it is assumed that this project is best characterized as a "Project with no meaningful potential MSAT effects" (Exempt) since it is not expected to have meaningful impacts on traffic volumes or vehicle mix.
- It is assumed that the improvements associated with the Future 114 Connector are the limited to the stub connection between the service road and N. Franklin St, not the entire 114 corridor.
- It is assumed that a qualitative noise assessment to satisfy the appropriate level of NEPA documentation will be sufficient.
- It is assumed that noise monitoring and modeling activities are not included in this scope of work.
- A Phase 1 ESA will not be prepared.

Optional Services

NEPA - Categorical Exclusion

McCormick Taylor will complete the necessary documentation for VDOT to add the project into CEDAR, their project tracking database. This documentation will include VDOT Form EQ-429 (to initiate the environmental review) and a project map. McCormick Taylor will coordinate with VDOT to determine the appropriate level of documentation and will complete the NEPA document for the Project in accordance with VDOT and FHWA guidelines.

This scope of services is based on the assumption that VDOT/FHWA will require a Categorical Exclusion (CE) for the project. CEs are actions which meet the definition contained in 40 CFR 1508.4, and, based on past experience with similar actions, do not involve significant environmental impacts. They are actions which: do not induce significant impacts to planned growth or land use for the area, do not require the relocation of significant numbers of people; do not have a significant impact on any natural, cultural, recreational, historic or other resource; do not involve significant air, noise, or water quality impacts; do not have significant impacts on travel patterns; and do not otherwise, either individually or cumulatively, have any significant environmental impacts.

As part of the CE documentation effort, scoping letters will be sent to each of the federal, state and local agencies that may have jurisdiction over or information on resources within the project study area. Environmental research and reviews will be completed on various issues in order to complete VDOT's CE form (Form EQ-104), some of which are outlined below.

Should VDOT/FHWA or any of the environmental studies determine that additional documentation beyond a CE is required, this would be prepared under a separate scope of services.

TASK 5 TRAFFIC FORECASTING AND ANALYSIS

5.1 Traffic Analysis Scoping Document

Kimley-Horn will compile materials in preparation for the scoping meeting using available traffic data and alternatives from previous efforts, including the STARS alternative. Kimley-Horn will prepare a draft version traffic analysis scoping memorandum and send it to meeting attendees to bring to the meeting to be used as the agenda for the meeting (for more information on the scoping meeting, see Task 5.6). For this scoping meeting to be effective, both the Town of Christiansburg and VDOT must be in attendance.

The traffic analysis scoping memorandum will consist of the following information:

- Traffic analysis assumptions used in the study
- Proposed traffic analysis tools
- Peak periods for analysis
- Traffic data collection location
- Analysis years: opening and design years (opening year assumed to be the same as the existing year)
- Proposed traffic growth rate

Following the scoping meeting, Kimley-Horn will finalize and submit the memorandum based on comments received from the Town of Christiansburg and VDOT before, during, and after the meeting. Preliminary assumptions to be documented in the scoping document are as follows:

- Scope of the traffic analysis will be limited to the intersection of N. Franklin Street at Cambria Street and the two Route 460 ramps
- Traffic analysis will be conducted for opening year (assumed to be 2020) and design year (assumed to be 2038 based on estimated advertisement date plus 20 years)
- 48-hour traffic counts will be collected on both ramps
- Existing (March 2016) turning movement traffic counts at the N. Franklin Street at Cambria Street intersection will be obtained from the Traffic Operations Study – North Christiansburg Regional Park, September 2016 by Ramey Kemp & Associates
- SIDRA Intersection will be used for the analysis of roundabout intersections, if applicable
- Synchro/SimTraffic will be used for the traffic analysis of unsignalized and signalized intersections – this is a major assumption that must be approved by VDOT

If any of these assumptions change, then the proposed scope and fee will be revisited.

5.2 Data Collection and Review

McCormick Taylor/Kimley-Horn will obtain, review and evaluate existing traffic count information and crash history from VDOT/Town within the project area for use in evaluating traffic distribution, performing signal warrant study and evaluating turning lane lengths at the intersection of the N Franklin St. corridor with the proposed 114 connector. Growth rates agreed upon for the Cambria intersection will be used for this location also.

Kimley-Horn will coordinate with Peggy Malone prior to the scoping meeting with the Town and VDOT to schedule the following traffic counts on both Route 460 ramps before the second week of December.

- 48-hour video traffic counts (Route 460 and Route 460 Business)

Following the scoping meeting and approval of the traffic analysis assumptions, Kimley-Horn will conduct a site visit to observe peak period traffic conditions and document existing conditions.

5.3 Future Traffic Forecasts

Kimley-Horn will develop design year (2038) turning movement traffic volumes for the weekday peak hours using an approved growth rate obtained from previous studies conducted in the area. The design year (2038) traffic volumes will be used to evaluate the no-build traffic conditions and the improvement alternatives with redistribution of traffic volumes, as needed, based on the proposed configurations and movement restrictions.

5.4 Capacity Analysis: Existing and Design Years

A capacity analysis of the roadway will be conducted using the existing and projected AM and PM peak hour traffic volumes. This analyses will consist of unsignalized, signalized, and roundabout intersection analyses using Synchro/SimTraffic, Version 9 and SIDRA Intersection (roundabouts only) for the following analysis years:

- 2016 – existing year
- 2038 – design year (no-build and build traffic conditions)

Capacity analyses will be conducted at the following existing intersections:

- N. Franklin Street at Cambria Street (signalized)
- Cambria Street at Route 460 Business ramp (unsignalized)

Capacity analyses will also be conducted at up to two additional intersections under future conditions.

Kimley-Horn will analyze a subset of the alternatives identified in previous traffic analyses conducted in the corridor.

- STARS recommended alternative – traffic signals on both Route 460 ramps
- Route 460 Business relocated to intersect Route 460 at a traffic signal
- Roundabout at the intersection of N. Franklin Street and Cambria Street

The SimTraffic model will be calibrated to replicate the existing conditions. Recommendations for lane geometry and traffic signalization improvements will be determined based on the results of the capacity analysis. The capacity analysis will also be used to determine turn lane storage requirements based on SimTraffic maximum queuing results from the design year (2038) capacity analysis. Improvements on N. Franklin Street to the south of the Cambria Street intersection are outside the limits of this project.

Using results from the previous tasks, Kimley-Horn will qualitatively compare the alternatives using a matrix of pros and cons and quantitatively compare the alternatives using the operational analysis results.

The selected alternative will require support from the Town of Christiansburg, VDOT, residents, and businesses, so the results from SimTraffic will be used to show a comparison of the two alternatives without the roundabout.

5.5 Documentation

A draft Alternatives Analysis Technical Memorandum summarizing the findings and recommendations from the traffic analysis will be submitted to the Town of Christiansburg and

VDOT for review. This memorandum will document the existing conditions assessment and alternatives analysis results. Kimley-Horn will incorporate one round of comments into a final technical memorandum.

Consultant Deliverables – all deliverables to be submitted/posted electronically via e-mail and/or FTP to the McCormick Taylor Project Manager unless otherwise stated

- Traffic Analysis Scoping Memorandum
- Alternatives Analysis Technical Memorandum
- Copies of all analyses including simulation input and output files will be provided on a CD with the report
- SimTraffic simulations for display at public meetings
- Monthly progress reports

Items Specifically Not Incorporated in Task 5

- Interchange Modification Report for improvements to Route 460 ramps
- Crash analysis
- Travel demand modeling
- VISSIM analysis
- Access management exception request
- Traffic analysis to the south of the Cambria Street intersection

5.6 Meetings

The Project Team will attend up to two meetings at the Town of Christiansburg (assumed to be a meeting to discuss alternatives analysis results and the design public hearing) and will host up to three conference calls to discuss the scope of the project, results of the alternatives analysis, and other project results.

5.6.1 Face-to-Face Meetings

The Project Team will attend two meetings at the Town of Christiansburg for a Town Council meeting and the Design Public Hearing to answer questions about the traffic analysis results for the alternatives.

5.6.2 On-Line Meetings and/or Conference Calls

In the interest of the accelerated schedule, the project team will host an on-line scoping meeting with representatives from the team, the Town of Christiansburg, and VDOT to discuss and agree on the assumptions identified in the traffic analysis scoping memorandum. Another on-line meeting will be hosted with the team and the Town of Christiansburg to discuss preliminary results of the traffic analysis for the alternatives. Another conference call will be scheduled to discuss the draft technical memorandum. Each meeting is assumed to last no longer than two hours.

TASK 6 LIGHTING DESIGN

6.1 Utility Field Inspection and Right of Way (60%) Lighting Design

6.1.1 Preliminary Photometrics

Kimley-Horn will provide photometric modeling of the proposed intersection and corridor improvements using lighting design software AGI-32™. Kimley-Horn will perform photometric calculations supporting light pole locations in accordance with VDOT criteria for luminaire locations and minimum light levels when possible.

Photometric modeling and design of proposed luminaires will be based on the following requirements and lighting level guidelines:

- Proposed luminaires will be LED type, meeting VDOT standards. Luminaire brand and model will be chosen by the Engineer and approved by the Client.
- Luminaire poles and foundations shall be VDOT standard.
- The ground light level illuminance calculations will be measured in foot-candles (fc) and shown on a 10ft x 10ft grid.
- Luminance and veiling luminance calculations will be included in the calculation summary table, but not shown on the plans.
- Roadway lighting will be designed to IESNA RP-8-14 illumination standards, where possible.

Kimley-Horn will prepare and submit a preliminary photometric design which will include the following elements:

- Diagrammatic horizontal layout of lighting fixtures/poles for the proposed roadway improvements
- Luminaire summary schedule

6.1.2 Preliminary Electrical Design

This task includes providing electrical design services for the new lighting in the corridor. Kimley-Horn will design the proposed electrical system to meet National Electrical Code and Christiansburg Building Code standards.

Kimley-Horn will provide electrical design services for the proposed lights based on the following assumptions:

- It is understood that the design will incorporate light fixtures and control equipment that will be designed per VDOT standards.
- It is assumed all new lighting fixtures will be controlled via centrally located lighting contactors and photocells from a new electrical service location to be identified.

Kimley-Horn will coordinate with AEP to identify a new service location for the lighting system. Kimley-Horn will prepare and submit preliminary design drawings that will include the following elements:

- Preliminary horizontal layout/routing of electrical conduits, junction boxes, lighting distribution panels, lighting contactors and electrical service locations
- Preliminary installation details

6.2 Pre-Advertisement Conference and Final Submission (100%) Lighting Design

6.2.1 Final Photometrics

Kimley-Horn will address any comments made by VDOT and the Town of Christiansburg on the preliminary photometric plan and incorporate any changes into the final photometric plan to be submitted to VDOT for review and approval.

Kimley-Horn will prepare and submit a final photometric design that will include the following elements:

- Diagrammatic horizontal layout of lighting fixtures/poles for the corridor
- Luminaire summary schedule
- Photometric calculation schedule identifying lighting illuminance minimums, maximums, average, and average to minimum (uniformity ratio) values

Kimley-Horn will receive any comments on the final photometric design from VDOT and the Town of Christiansburg and will update the photometric design and re-submit the final design drawings up to one time for approval.

6.2.2 Final Electrical Design

Upon receiving consolidated comments from VDOT and the Town of Christianburg, Kimley-Horn will prepare and submit a final design. The final design and construction documents will include the following elements:

- Horizontal layout of conduits, junction boxes, lighting distribution panels, lighting contactors and electrical service locations to support electrical service connection to the proposed lighting fixtures
- Electrical plan notes
- Conductor and conduit sizing
- Circuit identification
- Installation details consisting of one-line diagram and panelboard schedules

Kimley-Horn will receive comments on the final electrical design from VDOT and the Town of Christiansburg and will update the design and re-submit the final design drawings up to one time for approval.

Items Specifically Not Incorporated in Task 6

The following services are not included in this scope but may be performed as additional services:

- Photometric modeling of existing or proposed accent or up lighting
- Electrical service to exterior or pole-mounted receptacles
- Pole foundation design
- Additional design submittals

TASK 7 PLAN DESIGN

7.1 Scoping Phase

The Consultant will perform the following tasks in conjunction with the Traffic Alternatives Analysis outlined in Task 4 in preparation for a Scoping Meeting with the Town and VDOT to recommend a preferred design to move forward with in Preliminary Design. The following key deliverables will be provided:

1. Plan Design

The conceptual roadway layout and typical section developed for the HB2 application of the Cambria North Franklin corridor will be the foundation for discussions with the Town and VDOT to fix the design criteria and to establish the roadway geometrics used to complete the Preliminary Field Inspection Plans.

Based on the acceptance of the conceptual roadway layout, MT will develop the design plans to the level of Preliminary Field Inspection Plans. These plans will include horizontal and vertical geometrics, typical section sheets, design features, title and layout sheets, cross sections and earthwork, proposed RW limits, concept level maintenance of traffic, and hydraulic analysis and design. MT will prepare and conduct the Preliminary Field Inspection meeting.

Design criteria and Design Memo

MT will finalize and confirm with VDOT the design criteria used in the development of the roadway plans. A Design Memo documenting design criteria, any waivers or exceptions necessary for the project, or existing on the corridor within the limits of the improvements, major design challenges & decisions will be prepared. Development of the memo will begin during the Scoping Phase and will be finalized and submitted for review and comment prior to Public Hearing. This memo is required for obtaining Design Approval.

Horizontal and vertical geometry

MT will develop preliminary horizontal and vertical geometry using the current VDOT CADD and design software package. The horizontal and vertical geometry will be checked and produced in plan sheets. MT will utilize VDOT's current CADD and design software versions of MicroStation and OpenRoads respectively. The horizontal and vertical geometry will be designed in accordance with AASHTO and VDOT geometric design standards. During this preliminary investigation, the designer will identify key issues of the design, such as roadway intersections, drainage impacts, utility impacts and structures that may be impacted due to the proposed roadway geometry improvements. In addition, the designer will identify any anticipated Design Exceptions/Design Waivers that may be required.

Typical sections

MT will finish developing preliminary typical sections for the roadway design conditions. The typical sections will be developed using AASHTO and VDOT design standards. The geometric criteria for each roadway will be determined from the assigned functional classification, design speed, projected traffic volumes and clear-zone requirements.

Cross sections

Cross sections will be developed utilizing the criteria set by the Departments CADD Manual and Geometric Standards. Cross sections will be cut at 25' intervals and plotted at a scale of 1" = 10' both vertically and horizontally.

Right-of-Way and construction limits

MT will finish developing a preliminary footprint of the projects disturbed areas. The designers will also determine the preliminary right of way needs for the project. A Draft RW data sheet will be provided during to show proposed take and easement information. Additionally, MT will begin reviewing the project for potential utility conflicts. MT will investigate plan design opportunities to avoid conflicts where feasible.

Cost Estimate

MT will develop a PCES level CN cost estimate.

2. Hydraulic plan design – including preliminary SWM basin locationsDrainage Design Criteria

MT will develop Drainage Design Criteria for the Project for review and acceptance by VDOT prior to initiating drainage design. This information will be summarized and included in the Design Memo.

Concept Drainage Design

MT will perform field visits to confirm drainage patterns and evaluate the existing drainage facilities. MT will obtain available mapping to delineate existing drainage and watershed areas and identify the development potential of offsite areas that drain through the roadway corridors. Peak discharges for the major offsite drainage areas will be determined in accordance with Chapter 6 of the Virginia Drainage Design Manual (VDM).

Preliminary SWM Locations

Per correspondence with the Town and VDOT, it is assumed that this project will be grandfathered under the old Stormwater Management Regulations. It is further assumed that if a SWM basin is needed for the project, the existing SWM basin adjacent to the Food Lion will be utilized for this. The Town will provide SWM calcs and as-built information for this basin. MT will develop a preliminary/conceptual drainage design that identifies the potential for major impacts to the project. The review of hydraulic design elements that may have an impact on project right-of-way will include but not necessarily be limited to storm water management, potential drainage easements and placement of erosion and sediment control facilities during construction.

3. Preliminary Soils Survey

Preliminary Soils investigations and analysis will be performed by our subconsultant ECS, Inc. Please see ECS's proposal for a detailed scope of services.

4. Scoping Meeting

Upon completion of the survey, MT will coordinate with the Town/VDOT for a scoping meeting. The meeting will be an in-person meeting. MT will prepare and submit the necessary plans and documentation seven days prior to the established meeting date for review. After the meeting, MT will develop meeting minutes for distribution and address any questions or comments generated from the meeting. Quantities and estimates will not be updated at this time. The purpose of this meeting will be to recommend a preferred design to move forward with in Preliminary Design.

7.2 Preliminary Design Phase / Public Hearing Plans

The Consultant will perform the following tasks during preparation for and completion of the Public Hearing. The following key deliverables will be provided:

- Scoping Meeting Comment Response
- Intersection Alternatives and Traffic Control Device Recommendations
- Draft Transportation Management Plan
- Utility Conflict Identification
- Public Hearing Plans
- Public Hearing Meeting Materials
 - Display Boards
 - Public Hearing Meeting Summary
 - Sim Traffic/Synchro Simulations of Existing & Proposed

1. Plan Design/Public Hearing

MT will further develop plan sheets based on the PFI plan drawings. Plan sheets will be 1"=25'. MT will submit three (3) full-size and six (6) half-size sets of Public Hearing plans to VDOT thirty (30) days in advance of the Public Hearing. MT will update the necessary projects on the VDOT TRNS-PORT estimating system and upload the final plans to the VDOT Falcon server.

Review and Incorporate PFI comments

MT will review the PFI comments and recommendations compiled by VDOT and incorporate any remaining or additional recommendations not already incorporated into the plans.

Horizontal and vertical geometry

MT will perform a detailed design of the horizontal and vertical alignments. The horizontal and vertical geometry will be checked and detailed into plan and profile sheets. The alignments will

be annotated with appropriate curve data details. All alignments will have defined begin, end and intersecting tie down notations where applicable. Super-elevation will be applied to horizontal curves in accordance with the latest Road and Bridge Standards.

Typical sections

MT will further develop detailed typical sections for all applicable situations. All slopes (pavement, shoulder, recoverable area, sidewalk space, side slopes, etc.) will be denoted per the geometric standards. Pavement courses will be shown in accordance with the latest pavement recommendations. If preliminary recommendations are used, this will be noted with the understanding that the pavement design will be updated accordingly once the soil survey and final pavement design recommendations have been received.

Develop cross sections

MT will develop cross sections utilizing the criteria set by the Departments CAD Manual and Geometric Standards. Cross sections will be cut at 25' intervals and plotted at a scale of 1" = 10' both vertically and horizontally.

2. Traffic control device recommendations

Signing/Pavement Marking Plan

McCormick Taylor will prepare signing/pavement marking plans. These plans will be prepared at 1"=25' scale and will clearly depict all existing signs within the project limits and whether they are to remain, be reset, or removed, as well as all new proposed signs. The design of these plans will follow all VDOT design standards as well as the recommendations of the 2009 Manual on Uniform Traffic Control Devices (MUTCD) and the 2011 Virginia Supplement to the MUTCD.

As a part of this task, we will carefully review the recommendations of the MUTCD and the Virginia Supplement to the MUTCD regarding the signing/markings of intersections.

Transportation Management Plan (TMP)/Maintenance of Traffic (MOT) Plans

This project is anticipated to be considered as a "Type B" project of moderate complexity, which will require the preparation of a Transportation Management Plan (TMP). This TMP will likely be brief, consisting primarily of the MOT plans and a Sequence of Construction narrative.

The MOT plans will be prepared in accordance with the MUTCD and all applicable VDOT standards, including the 2011 *Work Area Protection Manual* (WAPM). Pedestrian as well as vehicular mobility will be addressed. It is expected that the MOT plans will require multiple construction stages.

Traffic Signal Plan

Should traffic signals be warranted (between the Cambria intersection and US 460, and at the new proposed 114 connector intersection), or directed to be installed by the Town, MT will develop signal plans and timings using standard VDOT and ITE procedures for yellow plus all red and pedestrians timings.

The signal plans will be prepared in accordance with the MUTCD, VDOT's Traffic Engineering Design Manual, VDOT standard drawings and specifications, and VDOT Southwestern Regional Operations (SWRO) preferences.

The signal plan will be prepared at 1"=25' scale. Three plan sheets will be included in the plan set- a notes and quantities sheet, a condition diagram sheet, and a details sheet. These design plans will include the following information:

- Location of existing aerial and underground utilities
- Location of existing and proposed right-of-way
- Existing power source location
- Mast arms, signal supports, and controller cabinet
- Vehicular signal heads, pedestrian signal heads and push buttons
- Emergency preemption devices
- Layout of relevant signs and pavement markings
- Video detectors and/or loop detectors
- Junction box and conduit locations, plus details of conduit and cable sizes (final submission)
- Phasing and timing diagrams and charts
- Construction notes and summary notes

As part of this task, we will review the existing/proposed horizontal and vertical alignments to verify that there will be adequate visibility for all of the signal heads. Signal pole placement will be closely coordinated with roadway design efforts to ensure there are no utility conflicts, and that the placement of the crosswalks, curb cuts, and signal poles are all fully compliant with the latest ADA and VDOT regulations.

All quantities will be shown on the tabulation of quantities sheet within the final traffic signal plan set and will be individually included as separate pay items within the overall bid document.

We anticipate two signal plan submissions, one during this phase and a final submission at the PAC phase.

3. Hydraulic plan design/PH

MT will further the development of the drainage design to include specific design elements. Hydraulic design tasks will cover the design of culverts, evaluation of roadside ditches and channels, and ditch lining determination. The hydraulic plan design will be incorporated into the roadway plans and will be developed to a level commensurate with the roadway design plans, such that definite impacts to the project right-of-way are identified. Drainage description sheets will be prepared.

MT will advance the design of the erosion and siltation control measures initiated during Scoping and prepare two-phase erosion and sediment control plans.

MT will determine any environmental impacts from the proposed roadway and drainage design for permit evaluation and prepare applicable permit sketches. The stormwater management requirements for the project will be documented, along with verification of local requirements and/or watershed initiatives that may affect the project.

Hydraulic computations for the proposed drainage facilities and stormwater management facilities will be submitted to VDOT for review. One copy of the drainage design computations binder will be submitted along with one electronic copy of the computations.

MT will advance stormwater design documentation, individual BMPs, and channel designs during preparation of the Public Hearing Plans. The following tasks are included:

- Incorporate VDOT review comments
- Update preliminary hydrologic modeling

- Develop preliminary hydraulic model for on-site outfall channels. Offsite channel improvements will only extend a distance of 200 ft beyond the existing right of way.
- Develop the overall Project Stormwater Plan, identifying required compliance objectives for stormwater management, stormwater quality, and channel adequacy and the hydrologic and hydraulic computations for the proposed stormwater management facilities.
- Provide design drawings for each of the selected stormwater management practices needed to satisfy the project stormwater management requirements. Drawings will include initial sizing, footprints, layout, access, and drainage structures. The task does not include restoration or stabilization design for natural channels receiving project drainage.
- Coordinate the stormwater plan with VDOT environmental staff to support development of the environmental permit documents. MT will prepare permit sketches and supporting documentation required for environmental permitting. VDOT will compile the sketches and documentation, prepare the permit application, and submit the application to the necessary agencies.
-

4. Furnish RWU Data for Public Hearing Process

Based on the underground utility designation data provided, MT will perform an in-depth review to determine if there are potential utility conflicts with the proposed facilities. MT will investigate plan design opportunities to avoid conflicts where feasible.

Anticipated right of way needs and easements will be identified at this point.

5. Design Approval Constructability Review

An independent Constructability Review is not anticipated for this project.

6. Conduct Location/Design Public Hearing

Public involvement activities will be carried out in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects (January 2010). MT will continue to manage the public outreach effort through preparation for the Public Hearing.

Meetings with Stakeholders

MT will budget for up to two (2) coordination meetings with local residents, businesses or other interested parties. Attendees will be determined based on the meeting agenda.

Location/Design Public Hearing

MT will conduct the Location/Design Public Hearing process as outlined in CEQ Regulations (40 CFR 1500 - 1508), FHWA regulations (23 CFR 771), and VDOT's Policy Manual for Public Participation In Transportation Projects (January 2010).

MT will provide up to four (4) representatives to attend the Public Hearing and be available to respond to questions from the public and other parties. The Town will provide a court reporter to record the event and provide a transcript of the meeting in written and digital format. MT will prepare the necessary exhibits and project information that will be used for the public hearing. This information/exhibit package along with project record plans will be submitted to the

Town/Department thirty (30) days prior to the hearing. The materials will be provided in a format that can be placed on the Town/VDOT's website.

Materials for the Public Hearing will include:

Brochure

MT will prepare PH meeting brochure.

Design Displays

MT will develop display boards to illustrate the project's proposed improvements. The display boards will likely consist of large roll plots showing the proposed design on top of an existing aerial image and field survey. Two (2) sets of these plots will be produced for use at the Design Public Hearing. Two (2) sets of PH plans will be provided for viewing as well.

Public Hearing Transcript

MT will compile PH comments and responses and prepare a PH transcript for the meeting.

7.3 Detailed Design Phase / Combined Field Inspection/Right of Way Plans

The Consultant will perform the following tasks during preparation for and completion of combined Field Inspection/Right of Way Plans. The following key deliverables will be provided:

- Public Hearing Comment Response
- Draft Geotechnical Reports
- Stormwater Management Plan
- Combined Field Inspection/Right of Way Plans
- Utility Field Inspection Meeting
- Utility Field Inspection Meeting Minutes

1. Plan Design/FI/ROW

MT will prepare the Field Inspection roadway plans; assemble and check plans; incorporate traffic control device plans; and update the project estimate.

Address Public Hearing comments

MT will address in writing all Public Hearing recommendations and comments from VDOT and incorporate those recommendations into the plans.

Horizontal and vertical geometry

MT will refine the horizontal and vertical geometry based on Public Hearing comments.

Typical sections

MT will refine the typical sections based on Public Hearing comments, and incorporate the recommendations of the pavement design report.

Cross Sections

MT will update cross sections as necessary based on plan changes.

2. Transportation Management Plans

MT team will address comments on the Transportation Management Plan and will develop detailed Maintenance of Traffic plans.

3. Traffic Control Device Plans

MT Team will update traffic control device plans to include:

- Detailed temporary traffic control devices required for maintenance of traffic during construction
- Prepare preliminary plans for proposed sign and pavement marking layout
- Design any guide signs required using GuidSign
- Combined pavement marking and signing design plans at 1"=25' scale to include
 - General Notes Sheet
 - Signing and Marking Plan Sheets with callouts
 - Sign Detail Sheets
 - Sign Schedule Sheets
 - FI-level Quantities for Estimate and Transport Estimate
- Prepare responses to VDOT comments on FI submittal

4. Hydraulic plan design/FI/ROW

MT will review and incorporate all applicable Public Hearing comments related to drainage and storm water management recommendations, and will proceed with the design of the drainage systems and facilities for the project. The drainage plans will be developed to a level of detail such that any impacts to right-of-way, easements and utilities are identified.

Per correspondence with the Town and VDOT, it is assumed that this project will be grandfathered under the old Stormwater Management Regulations. It is further assumed that if a SWM basin is needed for the project, the existing SWM basin adjacent to the Food Lion will be utilized for this. The Town will provide SWM calcs and as-built information for this basin. The plans will be developed to a level of detail so that impacts to right-of-way, easements and utilities are finalized.

Hydraulic computations for the proposed drainage facilities and stormwater management facilities will be updated and submitted to VDOT for review. One copy of the drainage design computations binder will be submitted along with one electronic copy of the computations.

5. Furnish Approved ROW Plans

Eight (8) plats are assumed for this project for either right of way or easements as required. Right of way plans will be submitted to the Town/VDOT for Right of Way Authorization.

6. Utility Field Inspection (43X).

McCormick Taylor will coordinate the project design with public and private utility owners along the project corridor that are identified in the survey drawings. McCormick Taylor will administer a Utility Field Inspection meeting, if necessary, to initiate coordination relative to utility relocation and/or easement needs. We will then coordinate with the identified utility owners through the

remaining parts of the project, ultimately resulting in the review of a final Plan and Estimate (P&E) from each utility affected by the project.

McCormick Taylor will complete the design and preparation of final construction plans for the adjustment of existing water valves and meters and sanitary sewer manholes, and minor relocation of existing water and sanitary sewer service lines affected by the roadway improvements. Relocation design of water or sanitary sewer mains or manholes or Betterments to the existing water and sanitary sewer facilities are not included in this proposal.

7. Furnish Final Soils Survey

Final soils investigations and analysis will be performed by our subconsultant ECS Mid-Atlantic, LLC (ECS), with coordination and review by McCormick Taylor, Inc. Please refer to **Appendix E** for a description of services for this task.

8. Field Inspection Constructability Review

MT will coordinate with the Town/VDOT to conduct a Field Inspection Constructability review. The Consultant Team will review and address comments generated from the review.

7.4 Final Design Phase / ROW / Pre-Advertisement Conference

The Consultant Team will perform the following tasks during preparation for and completion of the Pre-Advertisement Conference. The following key deliverables will be provided:

- Field Inspection/Right of Way Comment Response
- Utility Test Hole Report
- Final Transportation Management Plan
- Final Geotechnical Reports
- Pre-Advertisement Conference Plans
- Pre-Advertisement Conference Meeting Minutes
- Pre-Advertisement Conference Comment Response

1. Furnish Approved Right-of-Way and Utility Plans

It is anticipated 8 plats will be provided for right of way or utility easements with this project.

Plan Design/PAC

MT will prepare and assemble the Pre-Advertisement/Final roadway plans and quantity summaries. MT and KCON will perform a final quality check of the plans along with updating the project estimate.

Quantity Summaries will be computed and incorporated into the plans. Insertable Sheets will be evaluated and the necessary sheets will be added to the plans. MT will identify, draft, and compile Special Provisions.

2. Transportation Management Plan

MT team will address comments on the Transportation Management Plan. The final TMP will be submitted with the PAC plans.

3. Hydraulic Review for Construction/PAC

MT will provide written responses to comments received during the Right-of-Way and Field Inspection Plan reviews. Drainage summary sheets will be reviewed and finalized. MT will complete the SWPPP General Information Sheets. MT will prepare the information for the Virginia Stormwater Management Program (VSMP) permit in accordance with IIM 242 and submit it to VDOT.

Hydraulic computations for the proposed drainage facilities and BMPs will be completed and submitted to the Town/VDOT for review. One copy of the drainage design computations binder will be submitted along with one electronic copy.

4. PAC Constructability Review

MT will coordinate with the Town/VDOT to conduct a Pre-Advertisement Constructability review. Pre-Advertisement/Final plans will be utilized for this review. The Consultant Team will review and address any constructability comments generated from the review.

5. Pre-Advertisement Conference (Construction Authorization)

MT will coordinate with the Town/VDOT in conducting the Pre-Advertisement Conference. MT will prepare and submit three (3) full-size and six (6) half-size sets of plans and other documentation for the review. MT will address review comments from Central Office Construction Division as well as Schedule and Contract Division; MT will also assist in providing answers to CABB questions during Advertisement.

Assumptions / Exclusions

1. No additional traffic data will be collected other than that specified in this document.
2. Signal and pedestrian improvements at Independence Blvd. are not included in this proposal.
3. Right of way acquisition services are not included.
4. Landscaping design plans are not included.
5. No utility coordination or relocation design services are included such as:
 - a) Survey stakeout of Utility Relocations and
 - b) Data entry into VDOT's RUMS database
 - c) Relocation plans preparation

TASK 8 RIGHT OF WAY SERVICES

8.1 Right of Way Plats

Right-of-way plats will be prepared by our survey subconsultant GNI. For purposes of this proposal, it is estimated that up to eight (8) parcels may require right-of-way plats.

8.2 Right of Way Acquisition

If required, Right-of-way acquisition services, including appraisals, negotiations and acquisition will be performed by the Town.

TASK 9 UTILITY COORDINATION & RELOCATION DESIGN

9.1 Utility Coordination

McCormick Taylor will coordinate the project design with public and private utility owners along the project corridor as shown in the survey drawings, including the necessary railroad coordination with Norfolk Southern (NS) to assist the Town in obtaining an agreement with NS for the proposed improvements. McCormick Taylor will prepare for, and attend a Utility Field Inspection meeting, if necessary, to coordinate utility relocation and/or easement needs.

9.2 Water/Sewer Plans

McCormick Taylor will complete the design and preparation of final construction plans for the relocation of existing water and sanitary sewer manholes, valves, meters, and service lines affected by the roadway improvements. Betterments to the water and sanitary sewer facilities are not included in this proposal.

TASK 10 CONSTRUCTION SERVICES

Construction Phase services will be limited to those described below and will be performed on an as-needed basis, as directed by the Town, and billed at the average hourly rates established in this proposal. Please refer to **Appendix A** for an estimated fee for each of the tasks below and the average hourly rates per classification.

10.1 Bid Assistance

In accordance with both Town and VDOT requirements for bidding, McCormick Taylor will assist the Town in the preparation and review of all materials necessary for the preparation of the bid documents. It is assumed that the Town will prepare its own bid documents and will distribute all bid documents as needed.

10.2 Signal Timing Coordination

As part of this effort, MT will coordinate with VDOT and the Town to include the two adjacent signals at the Cambria and Independence intersections into the operational analysis for future conditions to identify possible impacts to these signals. VDOT will provide McCormick Taylor with the traffic counts and signal timings for the signals.

10.3 Construction Administration

During construction, McCormick Taylor will address any requests for information (RFI's) during construction on an as-needed basis. Construction Inspection services are not included with this scope and fee. If the Town requests it, McCormick Taylor will prepare a supplemental scope and fee at a later date to provide these services.

Presentations/Meetings

We will attend and participate in one (1) Pre-Bid Conference and one (1) Pre-Construction meeting. McCormick Taylor will also attend on-site progress meetings during construction. For the

purposes of this proposal, it is assumed that ten (10) construction progress meetings will be attended. McCormick Taylor will prepare meeting minutes for all meetings attended.

Task 10 Deliverables

We will provide necessary plan and document addenda to the appropriate locations. Following the bid opening, we will provide a summary of the bids and our recommendation for award.

II. ANTICIPATED PROJECT SCHEDULE

The anticipated project schedule outlined below is based on an assumed NTP of 12/15/16.

Activity	Estimated Start Date	Estimated Completion Date
Preliminary Engineering (PE)		
Survey	12/15/16	1/30/17
Traffic Analysis & Alternatives Evaluation	12/15/16	1/9/17
Scoping Meeting (Town/VDOT)	1/9/17	1/9/17
Preliminary Field Inspection	N/A	N/A
Preliminary Design	1/9/17	3/4/17
Environmental NEPA	1/9/17	5/4/17
Design Public Hearing	5/4/17	5/4/17
Design Approval	5/5/17	6/1/17
Field Inspection	N/A	N/A
Utility Field Inspection	5/11/17	5/11/17
Pre-Advertisement Plans	6/30/17	3/13/18
Right of Way (RW)		
RW Plans	6/1/17	6/29/17
RW Authorization	6/30/17	8/30/17
RW Acquisition & Utility Reloc	9/14/17	3/13/18
Pre-Advertisement (PAC)		
Final PAC Plans & Bid Documents	6/30/17	3/13/18
CN Authorization	3/13/18	5/12/18
Construction (CN)		
CN Advertisement/Award/NTP	5/12/18	6/26/18
CN	6/26/18	5/1/19

IV. PROJECT DELIVERABLES

We will provide all Project deliverables described above for each phase of the work according to the Project schedule. Hard copies of the project drawings will be provided as well as electronic MicroStation files compatible with the Town's current MicroStation version and PDF files of the plans. In addition, McCormick Taylor will submit with each monthly invoice to the Town a progress report and updated project schedule. McCormick Taylor will prepare meeting minutes for all meetings we attend.

V. ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions apply to this Proposal:

1. Survey, utility, environmental, traffic, design, hydraulic, and public involvement services are limited to tasks as described above.
2. Drainfield locations to be provided by Health Department or Town official.
3. Environmental and construction permit fees are not included in this scope of services.
4. Wetland and/or stream compensatory mitigation is not included in this scope of services.
5. Landscaping plans are not included.
6. Phase 1 or 2 Environmental Site Assessment services are not included.
7. Traffic analyses will be based on the latest VDOT procedures and AASHTO guidelines for determining turn lane requirements.
8. Right of way acquisition services are not included.
9. Water and sewer betterments are not anticipated.

APPENDIX A – FEE SUMMARY

Cambria Intersection & N. Franklin Corridor Improvements
McCormick Taylor, Inc.
 Distribution of Manhours and Total
 Dollars for Surveys and Road Design
 12/8/2016

McCORMICK TAYLOR TASK	Project Manager		Engineer / Planner I		Engineer / Planner II		Engineer / Planner III		Technician		TOTAL	
	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
		\$285.88		\$181.90		\$153.06		\$140.39		\$93.02		
PRELIMINARY ENGINEERING (PE)												
TASK 1 - SURVEY												
TASK 2 - GEOTECHNICAL INVESTIGATIONS												
TASK 3 - UTILITY LOCATION & DESIGNATION												
TASK 4 - ENVIRONMENTAL DOCUMENTATION AND PERMITTING	0	\$0.00	104	\$18,917.45	96	\$14,693.89	46	\$6,458.15	4	\$372.07	250	\$40,441.57
TASK 5 - TRAFFIC FORECASTING & ANALYSIS												
TASK 6 - LIGHTING DESIGN												
TASK 7 - PLAN DESIGN	90	\$25,728.39	340	\$61,845.52	580	\$88,775.60	432	\$60,650.48	454	\$42,229.87	1896	\$279,230.86
TASK 8 - RIGHT OF WAY SERVICES	8	\$2,287.06	60	\$10,913.92	32	\$4,897.96	0	\$0.00	24	\$2,232.42	124	\$20,331.35
TASK 9 - UTILITY COORDINATION & RELOCATION DESIGN	4	\$1,143.53	40	\$7,275.94	24	\$3,673.47	0	\$0.00	12	\$1,116.21	80	\$13,209.15
Sub-total PE (Lump Sum)	102	\$29,159.97	544	\$98,952.84	732	\$112,040.93	478	\$67,108.63	494	\$45,950.56	2350	\$353,212.93
CONSTRUCTION SERVICES (CN)												
TASK 10 - CONSTRUCTION SERVICES	39	\$11,149.40	193	\$35,106.43	223	\$34,132.69	150	\$21,059.19	150	\$13,952.60	755	\$115,400.31
Sub-total CN (Hourly Rate/Not to Exceed)	39	\$11,149.40	193	\$35,106.43	223	\$34,132.69	150	\$21,059.19	150	\$13,952.60	755	\$115,400.31
TOTAL (PE & CN)	141	\$40,309.37	737	\$134,059.27	955	\$146,173.62	628	\$88,167.82	644	\$59,903.16	3105	\$468,613.25

COST SUMMARY		
ITEM / PHASE		COST
A. PRELIMINARY ENGINEERING (PE)		
MT Labor Costs (Task 4, 7, 8 & 9)		\$353,213
Subconsultants		
Kimley Horn & Associates (Traffic Engineering & Analysis; Lighting Design)		\$69,164
Kelly Consulting (MOT Plans)		\$58,580
Gay & Neel, Inc. (Survey; Right of Way Plans)		\$69,307
ECS (Geotechnical)		\$16,862
InfraMap (Utility Test Holes)		\$3,200
A. Sub-total: Preliminary Engineering (Lump Sum)		\$570,326
B. Sub-total: Non-Salary Direct Costs		\$4,920
C. Sub-total: CONSTRUCTION SERVICES (Hourly Rate / Not to Exceed)		\$115,400
GRAND TOTAL		\$690,646

Cambria Intersection & N. Franklin Corridor Improvements

McCormick Taylor, Inc.

Direct Expense Summary

12/08/16

Expense Type	Estimated Quantity	Units	Unit Price	Estimated Cost
Travel				
Lodging	4	night	\$101.00	\$404
Meals	4	each	\$59.00	\$236
Mileage	3500	miles	\$0.540	\$1,890
Printing				
Copying		LS	\$100.00	\$100
Plan Reproduction		LS	\$500.00	\$500
Presentation Materials				
- Design Public Hearing				
Display boards	6	ea	\$150.00	\$900
Handouts	200	ea	\$0.45	\$90
Misc (traffic counts)				\$800
Expense Total				\$4,920

Note 1: Travel Expenses to be billed per VDOT's Current Travel Manual.

Note 2: Direct Expenses will be billed at cost. Supporting documentation and standard fee schedule has been provided.

APPENDIX B – Kimley-Horn (Traffic Analysis & Lighting Design)

Pre-Award Evaluation Project Data - Home Office

Cost Plus Net Fee Contract

Effective Date:	November 14, 2016
Project Title:	Cambria Intersection & N. Franklin Corridor Improvements
Project / UPC Number:	UPC #: 104387
Consultant:	Kimley-Horn and Associates, Inc.

	Rate	Amount	Formula for Column "C"
A. Direct Labor, Estimated		\$ 20,390	Actual Amount
Est. Man-hrs X Current Hourly Rates			
B. Escalation		\$ 612	=C11*B15
Approved Escalation Rate X A	3.0%		
C. Total Direct Labor		\$ 21,002	=C11+C14
(A + B)			
D. Overhead (Payroll Burden + Overhead, G&A)		\$ 40,917	=C17*B21
Audited Overhead Rate (R) X C	194.83%		
E. Total Direct Labor Plus Overhead		\$ 61,919	=C17+C20
(C + D)			
F. Direct Labor Plus Overhead Contingency **		\$ -	=C23*B27
Contingency Rate X E			
G. Negotiated Net Fee ***		\$ 5,914	=IF(B21>=156%, (C17*2.56*(1+B27))
Based on (E + F) with Overhead Limit of 156%	11.0%		*B30,(C17*(1+B21)+C26)*B30)
Fixed Net Fee		\$ -	Actual Fixed Net Fee Amount
For Net Fee that is fixed and not calculated, enter the Net Fee			
H. Cost of Facilities Capital		\$ 120	=C17*B33
Audited Rate X C	0.57%		
I. Nonsalary Direct Cost, Estimated		\$ 1,212	Actual Amount
J. Nonsalary Contingency **		\$ -	=(C32+C35)*B27
Contingency Rate X (H + I)			
K. Sub-consultant Cost, Estimated			Actual Amount
L. Maximum Total Compensation Payable		\$ 69,164	=C23+C26+C29+C31+C34+C37+C39+C42
(E + F + G + H + I + J + K)			
M. Amount Not To Exceed Without Written VDOT Approval		\$ 69,164	=C44-C26-C39
(L-F-J)			

* - Round dollars to the nearest dollar with no cents.

** - Contingency is generally 5%, but may vary depending on the difficulty of determining the exact scope of the services. Contingency provides for minor work elements which could not be precisely determined when the contract was written. The contingency may not be used without written permission from the Department.

*** - Overhead rate is limited to 156% in determining net fee.

The net fee amount must be negotiated based on the factors described in the manual and not to be considered on the percentage basis.

Pre-Award Evaluation Project Data

Non-Salary Direct Costs

Effective Date:

November 14, 2016

Project Title:

Cambria Intersection & N. Franklin Corridor I

Project / UPC Number:

UPC #: 104387

Consultant:

Kimley-Horn and Associates, Inc.

	Unit		Units	Total
Lodging	6	nights	\$91.00	\$546.00
M&IE	8	days	\$51.00	\$408.00
Rental car	6	days	\$43.00	\$258.00
Total				\$1,212.00

APPENDIX C – Kelly Consulting (Maintenance of Traffic Plans)



230 CHARWOOD DR., SUITE H
ABINGDON, VA 24210
WWW.KCONLLC.COM

OFFICE / 276-525-4797
CELL / 804-840-4269
LKELLY@KCONLLC.COM

November 21, 2016

Rick DeLong, PE
McCormick Taylor
111 Mill Place Parkway, Suite 105
Verona, VA 24482

RE: **Town of Christiansburg – Cambria Intersection & N. Franklin Corridor Improvements
Scope of Services Proposal**

Dear Mr. DeLong,

Please find enclosed our Scope of Services and Fee Proposal for the Town of Christiansburg Cambria Intersection & N. Franklin Corridor Improvements project.

We appreciate this opportunity and look forward to working with you.

Sincerely,
Kelly Consulting, LLC

A handwritten signature in blue ink that reads 'Lynda H. Kelly'.

Lynda H. Kelly, PE
President

I. PROJECT DESCRIPTION

The Project includes improvements to the Cambria Street/N. Franklin Street intersection and the N. Franklin Street corridor between Cambria Street and Independence Boulevard in the Town of Christiansburg, Virginia. Kelly Consulting, LLC will provide design and preparation of Maintenance of Traffic & Sequence of Construction Plans. Kelly Consulting will also perform a Peer Review of preliminary and final plan submittals prepared by McCormick Taylor.

All work will be done according to Virginia Department of Transportation (VDOT) standards and FHWA guidelines. The project will be designed in English units and the plans will be drafted using Microstation V8. AutoCAD DWG files can be provided upon request. The plans will be prepared at 1" = 25' scale.

II. SCOPE OF SERVICES

Task 1 Transportation Management Plan/Maintenance of Traffic Plans

Kelly Consulting will develop the Transportation Management Plan (TMP), including maintenance of traffic (MOT) & sequence of construction (SOC), and will prepare plans for submittal at the preliminary (50%) and final (100%) stages. Plans will be provided to McCormick Taylor in PDF format along with Microstation DGN files. We will also provide estimated quantities for TMP/MOT items with the preliminary and final plan submittals.

This project is anticipated to be a "Type C" project for the Cambria St./N. Franklin intersection reconstruction, and a "Type A" project for the N. Franklin improvements. The TMP will include the following:

- 1) Temporary Traffic Control Plan consisting of general notes, typical sections, sequence of construction plan and narrative, and traffic control details. Construction stage profiles and cross sections are not anticipated to be needed.
- 2) Public Communications Plan consisting of notes defining the process for communicating with VDOT, the Town, and the public.
- 3) Transportation Operations Plan consisting of a narrative and notes defining the process for coordinating with the VDOT Transportation Operations Center (TOC) and emergency services, and the process for handling incidents in the work zone.

The TMP/MOT plans will be prepared in accordance with VDOT IIM-LD 241.6, the MUTCD, the 2011 VDOT Work Area Protection Manual, and all applicable VDOT standards.

Task 2 Peer Review of Preliminary and Final Plan Submittals

Kelly Consulting will perform a peer review of the preliminary and final design and plans prepared by McCormick Taylor. We will provide written comments and/or PDF plan sheets with marked comments to McCormick Taylor. The peer review will be based on VDOT standards, FHWA guidelines, the Town of Christiansburg standards and procedures, and the VDOT LD-436 quality control checklist.

III. SCHEDULE

The MOT/SOC plan submittals and the peer review will be completed in accordance with the overall project schedule to be provided by McCormick Taylor.

IV. ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions apply to this Proposal:

1. Temporary traffic signal plans are not included.
2. Preparation of construction specifications and special provisions is not included.
3. Construction scheduling is not included.
4. Paper copies of the plans are not included.
5. We will attend and participate in project meetings with the McCormick Taylor team, VDOT, and the Town of Christiansburg as necessary to complete the project at no additional cost.

Kelly Consulting, LLC

Town of Christiansburg - Cambria Intersection & N. Franklin Corridor Improvements

November 21, 2016

Man Hour Summary

TASK			
	Sr Eng	Eng	Total
Subtotal Task 1.0 MOT/SOC Plans	130	356	486
Subtotal Task 2.0 Peer Review	24	24	48
TOTAL	154	380	534

Pre-Award Evaluation Project Data - Home Office

Cost Plus Net Fee Contract

Effective Date:	November 21, 2016
Project Title:	Cambria Intersection & N. Franklin Corridor Improv
Project / UPC Number:	0460-154-203, P101, R201, C501 UPC 104387
Consultant:	Kelly Consulting, LLC

	Rate	Amount	Formula for Column "C"
A. Direct Labor, Estimated		\$ 27,895	Actual Amount
Est. Man-hrs X Current Hourly Rates			
B. Escalation		\$ -	=C11*B15
Approved Escalation Rate X A			
C. Total Direct Labor		\$ 27,895	=C11+C14
(A + B)			
D. Overhead (Payroll Burden + Overhead, G&A)		\$ 30,685	=C17*B21
Audited Overhead Rate (R) X C	110.00%		
E. Total Direct Labor Plus Overhead		\$ 58,580	=C17+C20
(C + D)			
F. Direct Labor Plus Overhead Contingency **		\$ -	=C23*B27
Contingency Rate X E			
G. Negotiated Net Fee ***		\$ -	=IF(B21>=156%, (C17*2.56*(1+B27))
Based on (E + F) with Overhead Limit of 156%			*B30,(C17*(1+B21)+C26)*B30)
Fixed Net Fee			Actual Fixed Net Fee Amount
For Net Fee that is fixed and not calculated, enter the Net Fee			
H. Cost of Facilities Capital		\$ -	=C17*B33
Audited Rate X C			
I. Nonsalary Direct Cost, Estimated			Actual Amount
J. Nonsalary Contingency **		\$ -	=(C32+C35)*B27
Contingency Rate X (H + I)			
K. Sub-consultant Cost, Estimated			Actual Amount
L. Maximum Total Compensation Payable		\$ 58,580	=C23+C26+C29+C31+C34+C37+C39+C42
(E + F + G + H + I + J + K)			
M. Amount Not To Exceed Without Written VDOT Approval		\$ 58,580	=C44-C26-C39
(L-F-J)			

* - Round dollars to the nearest dollar with no cents.

** - Contingency is generally 5%, but may vary depending on the difficulty of determining the exact scope of the services. Contingency provides for minor work elements which could not be precisely determined when the contract was written. The contingency may not be used without written permission from the Department.

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APPENDIX D – Gay and Neel, Inc. (Survey and Right of Way Plats)

Scope of Services

McCormick Taylor Team Project

Topographic Survey Quote

For

**North Franklin Street Corridor (U.S. Rte. 460 Business)/Cambria Street
(State Rte. 111)
Town of Christiansburg, VA**

Submitted by:
Gay and Neel, Inc.
(GNI)

Submitted to:
McCormick Taylor, Inc.

November 14, 2016
Revised: November 22, 2016

Scope of Services

1. Existing Conditions Survey (GNI)
 - 1.1 Property/Plan Research: GNI will perform research at the County and VDOT offices to obtain copies of Right-of-way plans and published horizontal and vertical control data. Also, adjoining landowners' names and deed references will be obtained from the County tax ownership list. Additionally, copies of deeds and plats of record for abutting properties will be obtained and supplied in a 3-ring binder to VDOT.
 - 1.2 Notification of Owners: GNI will prepare notification letters for the direct adjoining landowners to the project area. The notification letters will be provided to VDOT and/or the Town of Christiansburg for mailing.
 - 1.3 Reconnaissance: GNI will recover right-of way and property line monuments and other evidence of ownership.
 - 1.4 Recover H & V Control: GNI will recover horizontal and vertical control points in the project area sufficient to tie project into VDOT Project Datum.
 - 1.5 Reference H & V Control Traverse: GNI will reference tie (by swing ties to physical features) all traverse control points for depiction on the control sheet.
 - 1.6 GPS Survey: GNI will utilize GPS to establish and tie survey traverse into horizontal control network.
 - 1.7 Horizontal Control Traverse: GNI will establish a reproducible horizontal control traverse for the length of the project suitable for performing the locations required for supplemental topographic survey.
 - 1.8 Vertical Control Points: GNI will perform a conventional level loop to establish elevations on traverse points and to set a minimum of eight (8) benchmarks within or immediately adjacent to the project limits. Benchmarks will be placed in durable and protected locations to the extent possible.
 - 1.9 Utility Location: Underground utilities shall be located in accordance with American Society of Civil Engineers "Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (ASCE 38-02), Levels "C" or "D", which are defined therein as:
 - (C) Information obtained through surveying of visible above ground structures, professional observational judgment and correlated with available record information.
 - (D) If no visible surface evidence is observed, but other evidence exists such as recollections of knowledgeable parties and available records, these sources will be used to plot utilities on the survey.GNI will utilize the services of Virginia's VA811 ("Miss Utility") One-Call Service to provide markings for the determination of existence and approximate horizontal locations of underground utilities. Additionally, GNI will coordinate directly with the Town of Christiansburg and other utility owners as needed to secure available mapping and record drawings that will also be utilized in the preparation survey.
 - 1.10 Property Ties: GNI will perform field location survey of right-of-way and property monuments found during reconnaissance effort listed above. Calculations will be performed to establish boundary solution for the existing right-of-way lines within project limits
 - 1.11 Easement and/or Right-of-way Acquisition plats: GNI will prepared plats for new utility, temporary construction and/or right-of-way acquisitions as needed for the project. It is estimated at his time that 8 plats will be needed.
 - 1.12 Aerial Targets/Photo Control: GNI will obtain, by survey methods horizontal and vertical values for picture points and or targets (estimated to require nine (9) control points) along the project corridor for controlling aerial mapping. Locations of points required will be coordinated with the Surveyor Photogrammetrist providing the project aerial mapping.
 - 1.13 Aerial Coordination: GNI will provide northing, easting and elevation values for control points and the project mapping limits to the aerial subcontractor.
 - 1.14 Annotation of Aerial: GNI will field annotate aerial mapping product to label and identify improvements such as surface types/materials, tree sizes/types, buildings, signs, etc. for incorporation into final base mapping product.

McCormick Taylor - Team Contract
North Franklin Street Corridor (U.S. Rte. 460 Business)/Cambria Street (State Rte. 111)
Town of Christiansburg, VA

Page 3 of 4

- 1.15 Roadway Cross-sections: GNI will obtain cross-sections of the paved roadway at a 50' interval throughout the project limits which will extend 50' in either direction from the roadway centerline.
- 1.16 Topography: GNI will conduct a topographic/existing conditions survey of the project corridor utilizing aerial mapping supplemented with field annotation and ground based survey methods in obscured areas. The survey will include the field locations of buildings, structures, guard rails, fences, signs, curbing, concrete pads, asphalt edges, utility poles (with numbers), fire hydrants, water gate valves, gas gate valves and other surface appurtenances of underground utility lines, walls and ditches.
- 1.17 Drainage Survey: GNI will obtain locations of ditches and/or drainage structures within the project limits including rim elevations, pipe sizes and depths to inverts of drainage structures where accessible. In addition an area (to be determined) for a Storm water Management (SWM/BMP) pond will be included in the topographic survey limits.
- 1.18 Geotechnical Survey Support: GNI will coordinate with design team to determine the location of, and provide staking for geotechnical work related to the project. It is assumed approximately 20 soil boring and/or test pit locations will be located for inclusion on the survey base map. The locations will include designation number (if available) and surface elevation and coordinate value.
- 1.19 Field check QA/QC: GNI will perform field verifications of the final survey mapping product. Field verifications will consist of a site walk to assure accuracy and completeness of the field survey.
- 1.20 Acknowledge Receipt of Survey Data: GNI will coordinate with design team and VDOT to obtain existing data and record copies of pre-existing surveys and drawings.
- 1.21 Survey Base Map: GNI will compile the aerial mapping and supplemental field survey into a VDOT base map. The sheets will be broken up into a Site Location Sheet showing the physical features within the project limits and a dtm file showing the elevations, contours and drainage systems as per VDOT requirement.
- 1.22 Survey Control Sheet: GNI will produce the Survey Control Sheet to VDOT specifications with LD 200 cards and baseline alignment information.
- 1.23 Check Survey Data for Completeness: GNI will perform our standardized QA/QC process for all deliverable mapping products. GNI will respond to comments from the design team and VDOT related to the survey product.

Project Limits

The project limits are shown on the attached sketch titled "Town of Christiansburg, Virginia North Franklin Street Corridor/Cambria Street Intersection Improvements" and extends along North Franklin Street/Rte. 460 business, from its intersection with Independence Boulevard approximately 2,900 feet north (Route west) to the intersection of Cambria street, State Route 111 and along the U.S. Route 460 east and west bound ramps to the Route 460 By-Pass East Bound Lane at the bridges over the By-Pass East Bound Lane and to the intersection of the By-Pass East Bound lane and the East Bound Business ramp leading to the Cambria Street Intersection. The survey area also includes the existing ramp connecting Route 460 East bound Business ramp to Cambria Street immediately north of the Christiansburg Recreation Center, and portions of adjoining lands along North Franklin Street that include portions of the Recreation Center and various commercial properties, and connections to Trinity Church, Akers Farm Road, Central Avenue and Patrick's Way. **Total area within the survey limits is +/-43 acres.**

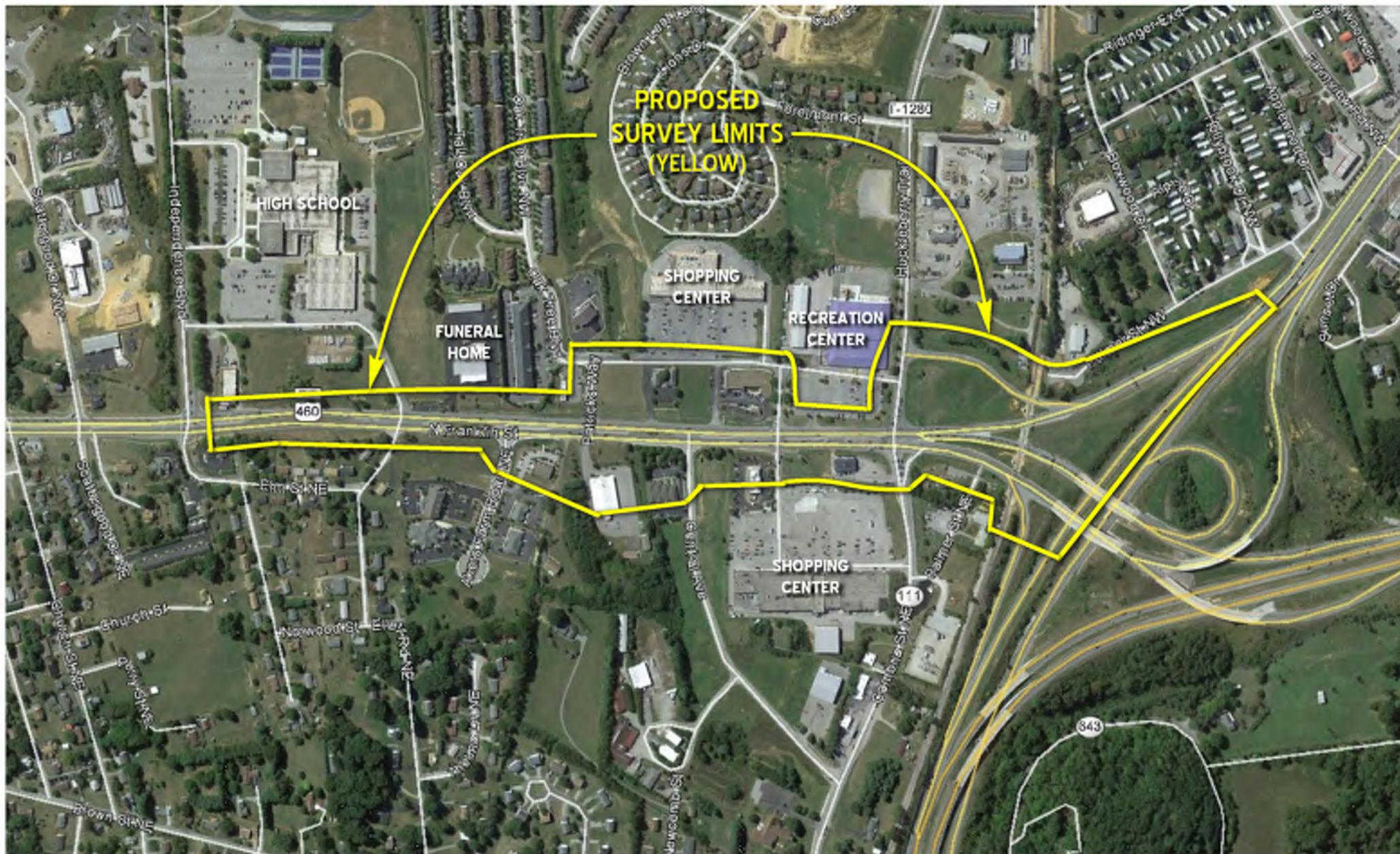
Schedule

Our projected completion date for the tasks described above is 16 weeks from receipt of Notice to Proceed.

Items Specifically Not Included

Specifically not included in the Survey Scope listed above are the following:

1. Survey Support of environmental sub-consultants
2. Hydraulic/river/stream survey
3. Survey Support of subsurface Utility Engineering beyond the services described above in item 1.18.
4. Other items not described above.



SKETCH SHOWING PROPOSED SURVEY LIMITS

PREPARED FOR McCORMICK TAYLOR, INC.

NOV. 14, 2016

(NOT TO SCALE)



GAY AND NEEL, INC.

ENGINEERING ♦ LANDSCAPE ARCHITECTURE ♦ SURVEYING

Pre-Award Evaluation Project Data - Home Office

Cost Plus Net Fee Contract

Effective Date:	November 14, 2016
Project Title:	Cambria Intersection & N. Franklin Corridor Improvemen
Project / UPC Number:	0460-154-203, P101, R201, C501 UPC 104387
Consultant:	Gay and Neel, Inc.

	Rate	Amount	Formula for Column "C"
A. Direct Labor, Estimated		\$ 26,436	Actual Amount
Est. Man-hrs X Current Hourly Rates			
B. Escalation		\$ -	=C11*B15
Approved Escalation Rate X A	0.0%		
C. Total Direct Labor		\$ 26,436	=C11+C14
(A + B)			
D. Overhead (Payroll Burden + Overhead, G&A)		\$ 29,079	=C17*B21
Audited Overhead Rate (R) X C	110.00%		
E. Total Direct Labor Plus Overhead		\$ 55,515	=C17+C20
(C + D)			
F. Direct Labor Plus Overhead Contingency **		\$ -	=C23*B27
Contingency Rate X E	0.0%		
G. Negotiated Net Fee ***		\$ 5,552	=IF(B21>=156%, (C17*2.56*(1+B27))
Based on (E + F) with Overhead Limit of 156%	10.0%		*B30,(C17*(1+B21)+C26)*B30)
Fixed Net Fee			Actual Fixed Net Fee Amount
For Net Fee that is fixed and not calculated, enter the Net Fee			
H. Cost of Facilities Capital		\$ -	=C17*B33
Audited Rate X C	0.00%		
I. Nonsalary Direct Cost, Estimated		\$ -	Actual Amount
J. Nonsalary Contingency **		\$ -	=(C32+C35)*B27
Contingency Rate X (H + I)			
K. Sub-consultant Cost, Estimated		\$ 8,240	Actual Amount
L. Maximum Total Compensation Payable		\$ 69,307	=C23+C26+C29+C31+C34+C37+C39+C42
(E + F + G + H + I + J + K)			
M. Amount Not To Exceed Without Written VDOT Approval		\$ 69,307	=C44-C26-C39
(L-F-J)			

* - Round dollars to the nearest dollar with no cents.

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GAY AND NEEL, INC.

ENGINEERING ♦ LANDSCAPE ARCHITECTURE ♦ SURVEYING

Detailed Task Outline - Direct Wage Rates for Use with FAR Overhead Rate

Cambria Intersection & N. Franklin Corridor Improvements - Christiansburg, VA

11/14/2016

1.10 = Provisional 'Safe Harbor' Overhead Rate

	Tasks	Totals
1	Research	
1.01	Research Subject Property	\$ 238.71
1.02	Research Property & R/W	\$ 1,455.87
1.03	Landowner notification	\$ 636.55
1.04	Research Existing Control	\$ -
1.05	Miscellaneous Contingencies	\$ -
	Subtotal Cost	\$ 2,331.13
2	Reconnaissance	
2.01	Recon Boundary	\$ 2,983.18
2.02	Recon Existing Control	\$ 815.07
2.03	Miscellaneous Contingencies	\$ -
	Subtotal Cost	\$ 3,798.25
3	Control Survey	
3.01	Set Panel Points/control for aerial	\$ 2,485.98
3.02	Tie to Existing Control	\$ 1,988.78
3.03	Reduce/Analyze/Adjust Field Data	\$ 586.66
3.04	Create Control Drawings	\$ 439.99
3.05	Q. A. Check	\$ 1,034.40
3.06	Miscellaneous Contingencies	\$ -
	Subtotal Cost	\$ 6,535.81
4	Boundary Survey	
4.01	Traverse/Tie Property Monumentation	\$ 3,294.46
4.02	Measure/Sketch Buildings and Utilities	\$ -
4.03	Set Corners	\$ -
4.04	Reduce/Analyze/Adjust Field Data	\$ 3,127.82
4.05	Input Record Boundary Info.	\$ -
4.06	Input Adjoiners Boundary Info.	\$ -
4.07	Analyze/Solve Boundary	\$ -
4.08	Drafting - Plannimetrics	\$ -
4.09	Calc. & Check Acreage & Closures	\$ -
4.10	Flood Zone Info.	\$ -
4.11	Overall Q.A. Check	\$ -
4.12	Calc/Draft Stakeout Sheet	\$ -
4.13	Stake/Mark Lines	\$ -
4.14	Miscellaneous Contingencies	\$ -
4.15	R/W plats- 8 assumed, \$790 each	\$ 3,614.27
	Subtotal Cost	\$ 10,036.55

Detailed Task Outline - Survey

5	Subdivisions	Subtotal Cost	\$ -
6	Topographic Survey		
6.01	Survey Topography	\$	-
6.02	Locate Utilities/whiteline/va811/field	\$	13,002.76
6.03	Stake borings (assumed 20 points)	\$	2,316.95
6.04	Photography	\$	-
6.05	Invert Data	\$	2,983.18
6.06	Research Vertical Control	\$	-
6.07	Recover Vertical Control	\$	-
6.08	Extend Vertical Control to Site	\$	-
6.09	Annotation of Aerial Mapping	\$	4,216.28
6.10	Reduce/Analyze/Adjust Field Data	\$	1,368.36
6.11	Draft Planimetrics	\$	1,466.64
6.12	Draft Utilities	\$	1,466.64
6.13	Compute Topography	\$	1,173.31
6.14	Calc/Draft Boundary Info.	\$	1,521.45
6.15	Flood Zone Info.	\$	-
6.16	Overall Q.A. Check	\$	3,299.94
6.17	R/W plats	\$	-
		Subtotal Cost	\$ 32,815.50
7.00	Construction Staking		
		Subtotal Cost	\$ -
8.00	ALTA/ACSM Surveys		
		Subtotal Cost	\$ -
9.00	Floodplain Determination		
		Subtotal Cost	\$ -
10.00	Flood Elevation Certification		
11.10	Research Vertical Control	\$	-
11.20	Extend Vertical Control to Site	\$	-
11.30	Building Sketch/Measurements	\$	-
11.40	Calculate Opening Areas	\$	-
11.50	Prepare Certification	\$	-
11.60	Miscellaneous Contingencies	\$	-
		Subtotal Cost	\$ -
		GNI Total Fee (Based upon Provisional Far and Wages) =	\$ 55,517.24
		Subconsultant for Aerial mapping (MRG/geo) - No Markup =	\$ 8,240.00
		Grand Total Survey Fee =	\$ 63,757.24

APPENDIX E – ECS (Geotechnical Investigations)



SCOPE AND FEE PROPOSAL – GEOTECHNICAL SERVICES

CAMBRIA STREET AND N. FRANKLIN STREET CORRIDOR IMPROVEMENTS TOWN OF CHRISTIANSBURG, VIRGINIA

ECS PROPOSAL NO. 12:12581-PR

November 16, 2016
Revised November 17, 2016





November 17, 2016

Mr. Don DeBerry
McCormick Taylor
2426 Lee Highway, Suite 208
Bristol, Virginia 24202

ECS Proposal No. 12:12581-PR

Reference: Scope and Fee Proposal – Geotechnical Services
Cambria Street & N. Franklin Street Corridor Improvements
Town of Christiansburg, Virginia

Dear Mr. DeBerry:

ECS Mid-Atlantic, LLC (ECS) is pleased to submit the following revised scope and fee proposal for the geotechnical exploration of the roadway improvements for the above-referenced project. The initial project information was provided during a telephone conversation and email communications with McCormick Taylor on November 11, 14, and 17, 2016.

ECS will perform services for this project as a subconsultant to McCormick.

If you have questions regarding any of the information provided herein, please do not hesitate to contact us. We forward to working with you on this project.

Sincerely,

ECS MID-ATLANTIC, LLC

Brandon M. Quinn, EIT
Staff Engineer

Brian S. Wyatt, P.E.
Principal Engineer
Vice President

PROJECT UNDERSTANDING

We understand that the project will consist of the improvement of the Cambria Street and North Franklin Street Corridor in the Town of Christiansburg. Based on aerial plans of the area with approximate limits for the project, we understand that the improvements will include multiple short connectors along North Franklin Street south of its intersection with Cambria Street, as well as reconfiguration of the traffic off-ramp of U.S. 460 to travel south on North Franklin Street north of Cambria Street. There are also three retaining walls proposed on the order of 150 feet in length and 6 feet in height. The locations of the retaining walls are unknown at this time.

We understand that our scope of work is not intended to include exploration beyond soil survey requirements for pavement design and subsurface information for retaining walls. No other minor structures or major structures are included in our scope of services. The required cut and fill depths for the project are unknown; however, based on necessary tie-in to the surrounding areas, grading is anticipated to generally be minor, on the order of 5 feet or less.

SCOPE OF SERVICES

Based on your request, ECS' scope of services will be limited to sufficient sampling and laboratory testing to provide soils data for the roadway improvements associated with the subject improvements, as well as pavement design and associated recommendations.

We will perform nine soil survey borings and six retaining wall borings. Rock coring is not within our scope of services. Borings are not anticipated within existing pavement areas. The preliminary boring schedule with anticipated planned boring depths is provided in Table 1 attached to this proposal. Preliminary boring locations are depicted on the attached concept plans provided to us.

Drilling will be performed by a subcontractor to ECS. ECS will coordinate and oversee field activities related to the proposed subsurface exploration. These services will be provided in general accordance with the requirements outlined in the current version of Chapter III of the VDOT Manual of Instructions (MOI), with the exception that frequency of sampling will be reduced from MOI recommendations, based on our previous experience with McCormick and the Town.

Environmental Permitting: We anticipate that environmental permitting will not be required for our exploration.

Erosion and Sediment Control Measures: Significant land disturbance is not anticipated to be required for exploration purposes at this time. Installation of erosion control measures is not anticipated to be required within our scope of services.

Site Access: The geotechnical exploration is anticipated to be performed within the right-of-way and adjacent properties.

We anticipate that others will provide Notice of Intent letters to be mailed via certified mail to the property owner not less than 15 days prior to the first date of the proposed entry in order to be compliant with Section 33.1-94 of the Code of Virginia. If ECS is required to provide these notifications, additional costs will be required. ECS will minimize property disturbance when accessing boring locations, as reasonable as possible.

Utility Clearance: ECS will maintain utility clearances during the field exploration phase by contacting Miss Utility of Virginia. We do not expect the need for private utility location services; however, these services can be provided upon request.

Clearing and Access Construction: We anticipated that all soil test borings will be performed on the existing roadway shoulders, pavements, medians, or adjacent grassed areas, and that no clearing or benching will be required to accommodate access. We anticipate that soil test borings can be performed with truck- or ATV-mounted drilling equipment.

Re-grading, seeding or other restoration of areas disturbed by drilling activities is not anticipated to be required for significant areas. Borings drilled in paved areas will be backfilled with cuttings and concreted in the upper two feet.

We do not anticipate the need for removal of existing guardrails or other obstructions to access desired boring locations.

Work Zone Safety: We anticipate that drilling of the borings will require work within the existing travel lanes and/or shoulders. Therefore, up to two days of lane and/or shoulder closures will be required.

Surveying: ECS will layout the borings by visual reference to site features noted on plans provided to us. We assume that the as-drilled boring locations will be surveyed by others. The boring elevations and latitude/longitude measurements will be included on the test boring records. We will also include station and offset information as provided. If alternate identification of boring locations and elevations is requested, such as location by GPS equipment, we can accommodate this request. The locations and elevations performed by this method would be considered approximate.

Field Services: All field operations for the geotechnical exploration will be coordinated by ECS personnel. This will include field logging of soil test borings by a trained engineer or geologist and assignment of laboratory tests for engineering properties.

Drilling and Sampling: All drilling and sampling activities will be performed by a subcontractor driller to ECS. Soils shall be sampled by means of split-spoon sampling in general accordance with ASTM D 1586 and MOI requirements. The samples shall be sealed in glass jars and labeled appropriately. Bulk samples will be collected for additional classification testing, Proctor testing, and CBR testing, as appropriate.

Laboratory Testing: Natural moisture content tests will be performed on all SPT split-spoon samples collected. Representative samples will be tested for Atterberg limits and particle size. Additionally, representative bulk sample will be subjected to Standard Proctor testing and California Bearing Ratio (CBR), as appropriate.

Reporting: ECS will prepare boring logs in gINT format using the VDOT template. ECS will prepare a Soil Survey report including pavement design.

SCHEDULE

The starting schedule for our exploration will be contingent upon McCormick's approval of the selection of borings locations. Once approved, ECS will mobilize to the project site for preliminary layout, utility clearance, and property owner access within about one week. We anticipate that drilling will commence within one week of preliminary set-up and will take approximately two to three days to complete. Following field exploration, we anticipate that completion of boring logs, laboratory testing, and preparation of the report will require three weeks. Therefore, from final selection of boring locations to completion of reporting will require approximately four weeks. Interim progress emails can be provided at your request in advance of the final report.

BUDGET ESTIMATE

The budget estimate is summarized below. Details regarding non-salary costs and manhour effort and costs are provided in the attached Table 2 and the VDOT Pre-Award Cost Plus Net Fee Contract spreadsheet provided, respectively.

Direct Non-Salary Cost Estimate	\$ 10,163
Manhour Cost Estimate	<u>\$ 6,699</u>
Total Estimate	\$ 16,862

Attachments:

- Summary of Proposed Borings and Laboratory Testing (Table 1)
- Direct Non-Salary Cost Estimate (Table 2)
- VDOT Pre-Award Cost Plus Net Fee Spreadsheet
- Proposed Boring Location Plans (two)

Table 1
Summary of Proposed Borings and Laboratory Testing
Cambria St. & N. Franklin St. Corridor Improvements

Venue	No. Borings	Soil Drilling (ft)	Rock Coring (ft)	Auger Probe (ft)	Total Footage 0-50'	Total Footage >50'	Total Rock Coring (ft)	SPT Sampling	Bulk Sample	Shelby Tube	Description	Laboratory Testing					
												Moisture Content	Atterberg Limits	Sieve w/ 200	Sieve w/ Hydrometer	Passing #200 Sieve	CBR with Proctor
Soil Survey - Ramp Improvements	2	15	--	--	30	--	--	12	2	--		12	2	2	--	--	1
Soil Survey - Other Connectors	3	10	--	--	30	--	--	15	2	--		15	2	2	--	--	1
Soil Survey - Right Turn Lanes	4	10	--	--	40	--	--	20	2	--		20	2	2	--	--	1
Retaining Wall Borings	6	15	--	--	90	--	--	36	3	--		36	2	2	--	--	2
Subtotal	15	190		--	190	0	0	83	9	0		83	8	8	0	0	5
Contingency (%)																	
Total	15	190	0	--	190	0	0	83	9	0		83	8	8	0	0	5

Table 2
Direct Non-Salary Cost Estimate
Cambria St. & N. Franklin St. Corridor Improvements

ECS Proposal No. 12:12581-P
11/17/2016

Drilling Fee Estimate

Service Item	Units	Unit Rate	Quantity	Total
Drill Rig Mobilization	each	\$ 500.00	1	\$ 500.00
Drilling Boring (0' - 40')	foot	\$ 12.00	190	\$ 2,280.00
Standby/Moving Time	hour	\$ 175.00	3	\$ 525.00
Pavement Coring	linear inch	\$ 13.00	0	\$ -
Patching of Borings	each	\$ 40.00	4	\$ 160.00
Bag Samples of Auger Cuttings	each	\$ 30.00	0	\$ -
Mileage (Field Personnel)	mile	\$ 0.54	220	\$ 118.80

Drilling Total \$ 3,583.80

Traffic Control

Service Item	Units	Unit Rate	Quantity	Total
Traffic Control Services	rig days	\$ 1,300	2	\$ 2,600.00

Traffic Control Total \$ 2,600.00

Laboratory Fee Estimate

Service Item	Units	Unit Rate	Quantity	Total
Water Content (ASTM D 2216)	per test	\$ 10.00	83	\$ 830.00
Atterberg Limits (VTM-7)	per test	\$ 65.00	8	\$ 520.00
Gradation (VTM-25 w/o hydrometer)	per test	\$ 65.00	8	\$ 520.00
CBR w/ Standard Proctor (VTM-008)	per test	\$ 325.00	5	\$ 1,625.00

Laboratory Total \$ 3,495.00

Estimated Field and Lab Total \$ 9,678.80

Pre-Award Evaluation Project Data - Home Office

Cost Plus Net Fee Contract

Effective Date:	November 17, 2016
Project Title:	Cambria Intersection & N. Franklin Corridor Improvemen
Project / UPC Number:	UPC #: 104387
Consultant:	ECS Mid-Atlantic, LLC

	Rate	Amount	Formula for Column "C"
A. Direct Labor, Estimated		\$ 2,043	Actual Amount
Est. Man-hrs X Current Hourly Rates			
B. Escalation		\$ -	=C11*B15
Approved Escalation Rate X A	0.0%		
C. Total Direct Labor		\$ 2,043	=C11+C14
(A + B)			
D. Overhead (Payroll Burden + Overhead, G&A)		\$ 4,582	=C17*B21
Audited Overhead Rate (R) X C	224.24%		
E. Total Direct Labor Plus Overhead		\$ 6,626	=C17+C20
(C + D)			
F. Direct Labor Plus Overhead Contingency **		\$ 331	=C23*B27
Contingency Rate X E	5.0%		
G. Negotiated Net Fee ***		\$ 549	=IF(B21>=156%, (C17*2.56*(1+B27))
Based on (E + F) with Overhead Limit of 156%	10.0%		*B30,(C17*(1+B21)+C26)*B30)
Fixed Net Fee			Actual Fixed Net Fee Amount
For Net Fee that is fixed and not calculated, enter the Net Fee			
H. Cost of Facilities Capital		\$ 8	=C17*B33
Audited Rate X C	0.39%		
I. Nonsalary Direct Cost, Estimated		\$9,679	Actual Amount
J. Nonsalary Contingency **		\$ 484	=(C32+C35)*B27
Contingency Rate X (H + I)			
K. Sub-consultant Cost, Estimated			Actual Amount
L. Maximum Total Compensation Payable		\$ 17,678	=C23+C26+C29+C31+C34+C37+C39+C42
(E + F + G + H + I + J + K)			
M. Amount Not To Exceed Without Written VDOT Approval		\$ 16,862	=C44-C26-C39
(L-F-J)			

* - Round dollars to the nearest dollar with no cents.

** - Contingency is generally 5%, but may vary depending on the difficulty of determining the exact scope of the services. Contingency provides for minor work elements which could not be precisely determined when the contract was written. The contingency may not be used without written permission from the Department.

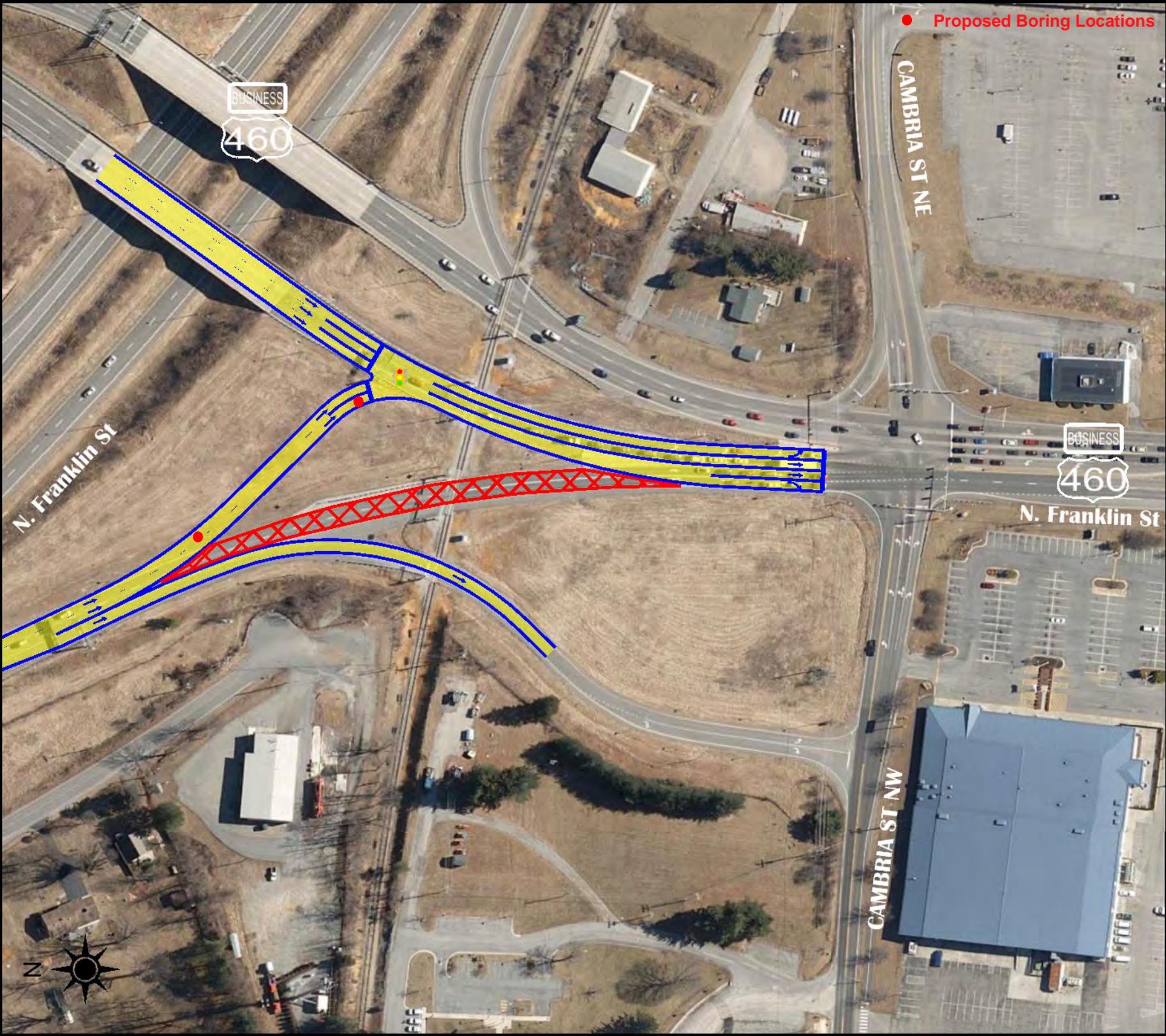
*** - Overhead rate is limited to 156% in determining net fee.

The net fee amount must be negotiated based on the factors described in the manual and not to be considered on the percentage basis.



- ❖ 4 right-turn lane borings with locations to be determined
- ❖ 6 retaining wall borings with locations to be determined

● Proposed Boring Locations



BUSINESS
460

N. Franklin St

CAMBRIA ST NE

BUSINESS
460

N. Franklin St

CAMBRIA ST NW



APPENDIX F – InfraMAP (Utility Test Holes)

Pre-Award Evaluation Project Data

Non-Salary Direct Costs

Effective Date:

November 14, 2016

Project Title:

Cambria Intersection & N. Franklin Corridor I

Project / UPC Number:

UPC #: XXXXX

Consultant:

InfraMap Corp

Utility Test Hole 0'-6':\$639.89/ea 5 = 3,199.45

Contingency feet: \$107.00/ft (For holes deeper than 6')

Lodging 2 day x3 \$101 per day \$606

Per Deim 2 day x3 \$59 per day \$354

Permits Actural cost

Fllaggers Will be Technical Locator cost If needed

Crash Truck 2 \$375 per day \$750 If needed

Arrow Board 2 \$75 per day \$150 If needed

APPENDIX G – Anticipated Project Schedule



Town of Christiansburg, Virginia 24073

100 East Main Street ~ Telephone 540-382-9519 ~ Fax 540-382-3762

ESTABLISHED

NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR

D. MICHAEL BARBER

COUNCIL MEMBERS

SAMUEL M. BISHOP
R. CORD HALL
STEVE HUPPERT
HENRY SHOWALTER
BRADFORD J. "BRAD" STIPES
JAMES W. "JIM" VANHOOZIER

TOWN MANAGER

STEVE BIGGS

**DIRECTOR OF
FINANCE/TOWN TREASURER**

VALERIE L. TWEEDIE

CLERK OF COUNCIL

MICHELE M. STIPES

TOWN ATTORNEY

GUYNN, &
DILLON, P.C.

CONTRACT FOR Water and Wastewater Rate Study

Contract Number: Eng17-0008

This contract entered into this ___ day of December 2016, by Draper Aden Associates hereinafter called the "Contractor" and the Town of Christiansburg, hereinafter called the "Town".

WITNESSETH that the Contractor and the Town, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Town as set forth in the Contractor's proposal dated December 8, 2016 (revised) for the Water and Wastewater Rate Study attached as Exhibit B.

CONTRACT PERIOD: The initial contract period is December 13, 2016 through March 1, 2017 (or upon Final Acceptance which shall occur at distribution of final report).

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid a lump sum of \$33,700 based on progress billings not to exceed 75% of the total contract until final report is delivered. Balance will be paid within 30 days of final report.

TERMINATION: a. The Town may terminate this Agreement for any reason or no reason by giving written notice of termination at least thirty (30) days before the date of termination. The notice shall specify the date upon which such termination becomes effective and the Town shall pay the Contractor for Services rendered prior to the effective date of termination.

b. In addition to the right of termination for convenience given to the Town as set out herein, such right being a separate right on behalf of the Town, either party by giving written notice may terminate this Agreement if the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party. Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the Town's General Terms and Conditions, Exhibit A and Contractor's proposal dated December 8, 2016 (revised), Exhibit B.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

TOWN OF CHRISTIANSBURG:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
TERMS AND CONDITIONS

EXHIBIT A

TOWN OF CHRISTIANBURG GENERAL TERMS AND CONDITIONS

- A. **Acceptance of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/proposers certify to the Town of Christiansburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).
In every contract over \$10,000 the provisions in 1 and 2 below apply:
1. 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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Christiansburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Christiansburg under said contract.
- D. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- E. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Christiansburg.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that the Town of Christiansburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The Town will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
- H. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Town of Christiansburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of

Christiansburg a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town of Christiansburg's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Christiansburg with all vouchers and records of expenses incurred and savings realized. The Town of Christiansburg shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Christiansburg within thirty (30) days from the date of receipt of the written order from the Town of Christiansburg. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Christiansburg or with the performance of the contract generally.
- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Christiansburg Office of the Town Manager, 100 East Main Street, Christiansburg, VA 24073, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the Town to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the Town's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
 - J. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
 - K. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 - L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Christiansburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Christiansburg may have. In addition, the Town of Christiansburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
 - M. **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.

- N. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- O. **Facsimile and Email Proposals:** Facsimile or email **unsealed** proposals received in the Town of Christiansburg Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder’s/proposer’s responsibility to ensure these bids/proposals are received by the Town of Christiansburg Purchasing Office. Facsimile or email bids/proposals will not be accepted for **sealed** proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, the bidders/ proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg and the Commonwealth of Virginia and their 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 the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg or failure of the Town of Christiansburg to use the materials, good, or equipment in such manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- R. **Late Proposals:** To be considered for selection, bids/proposals must be received by the Town of Christiansburg Purchasing Office, 100 East Main Street, Christiansburg, VA 24073, by the designated date and hour. Bids/Proposals received in the Town of Christiansburg Purchasing Office after the date and hour designated are automatically disqualified and will not be considered. The Town of Christiansburg is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the Town of Christiansburg Purchasing Office by the designated time and hour.
- S. **Mandatory use of Town Form and Terms and Conditions:** Failure to submit a bid/proposal on the official Town of Christiansburg form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, the Town of Christiansburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the Town of Christiansburg may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- T. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the Town of Christiansburg reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.
- U. **Nondiscrimination of Contractors:** A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **Payment:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Christiansburg or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Christiansburg shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town of Christiansburg for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town of Christiansburg and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town of Christiansburg, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Christiansburg.

W. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

X. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Christiansburg will publicly post such notice on the Town of Christiansburg website (www.christiansburg.org) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

Y. **Qualification of Bidders/Proposers:** The Town of Christiansburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to the Town of Christiansburg all such information and data for this purpose as may be requested. The Town of Christiansburg reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. The Town of Christiansburg further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy the Town of Christiansburg that such bidder/proposer is

properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- Z. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the Town of Christiansburg's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.
- AA. **Taxes:** Sales to the Town of Christiansburg are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- BB. **Transportation and Packaging:** By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- CC. **Testing and Inspection:** The Town of Christiansburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- DD. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

SPECIAL TERMS AND CONDITONS

1. **Award:** The Town of Christiansburg will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the Town of Christiansburg, and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. **Insurance:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
- d. Automobile Liability - \$1,000,000 per occurrence.
- e. Professional Liability - \$1,000,000 per occurrence.
- f. Umbrella Liability - \$1,000,000 per occurrence.

4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
5. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Christiansburg by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

EXHIBIT B
PROPOSAL

December 8, 2016 (revised)

Wayne O. Nelson, P.E.
Town of Christiansburg
100 E. Main Street
Christiansburg, VA 24073

**RE: Proposal for Services
Water and Wastewater Rate Study
Draper Aden Associates Proposal #: 16020109-010602**

Dear Mr. Nelson:

On behalf of Draper Aden Associates, thank you for allowing us the opportunity to present our proposal for a water and wastewater rate study.

I. PROJECT DESCRIPTION

The purpose of the study is to review the current and projected revenues and expenses of the Town's water and wastewater systems and to recommend rates and fees that are adequate to recover the projected expenses over the upcoming 5 to 10-year timeframe (or, from FY17-18 through FY27-28). As discussed, the first 5 years (as opposed to the later years) will be more relevant to rate-setting for the immediate future.

II. SCOPE OF SERVICES

1) Review Data

2) Projected Expenses and Revenues

a. Projected Expenses:

Develop a 10-year projection of water and wastewater expenses. Projection will be based on the FY17 budget and will include:

- annual adjustments to operating expenses, including projected wholesale water costs,
- existing and any proposed future debt,
- capital projects funded with operating revenue,
- capital projects funded with debt,
- determination of an annual set-aside for long-term capital project needs, and
- debt service coverage requirements, if any.

The projected expenses will be developed separately for the water and wastewater systems.

b. Projected Revenues from Water and Wastewater Rates:

Develop a 10-year projection of revenues (including an analysis of potential increase in revenues due to growth, or decrease in revenues due to decreasing water consumption, or other salient factors.) *assuming no rate changes.* Include:

- anticipated retail water sales and wastewater sales,
- projected revenue, based on current water and wastewater rates,
- projected wheeling fees,
- revenue from other fees and charges including the revenue potential from implementation and assessment of an availability fee.

The projected revenues will be developed separately for the water and wastewater systems.

The comparison of projected revenues and expenses will provide an indication of the increase in revenues needed to balance the projected budget each year.

3) Calculation of Proposed User Charges

Based on the projections of revenue and expenses three (3) options for water and wastewater rates will be modeled:

- Model “across the board” increases in the existing rates and fees. For example, if a 3% increase is needed; the minimum charge (for 2,000 gallons) is increased by 3% and the usage charges are increased by 3%.
- Discuss two other options with the Town – including increases to the minimum charge or the usage charges in percentages that are not the same. Another option is to change the gallons included in the minimum charge; adjustments to the usage tiers or other options that appear reasonable after review of the usage and billing data.
- Provide a series of tables that illustrate the impacts to a variety of customer types/classes under each modeled scenario. For example: residential users who use very little water, average residential usage, usage that might represent larger families, larger residential developments that are master metered (apartments and manufactured home parks), small non-residential users, average non-residential users, and businesses that are significantly large users of water and/or wastewater.
- Evaluate the “out-of-Town” differential; make recommendations for any adjustments.
- Provide comparisons to similarly-sized communities and/or neighboring utilities.

4) Miscellaneous Fees

The following charges and fees will be evaluated and recommendations will be made regarding changes, if warranted.

- security deposits,
- water and wastewater connection fees,
- penalties,
- charges for restoring service, and

- turn on fees.
- Other fees, if any.

Any projected changes in the revenues as a result of changes to these fees will be included in the modeling.

5) Wastewater Availability Fees

Evaluate wastewater availability fees based on capital investment in system and current capacity in the wastewater treatment facility. Recommend a series of fees based on water meter size. Provide comparisons to utilities of a similar size, near the Town of Christiansburg, or both. Projected revenue from recommended fees will be included in the projections discussed above.

6) Meetings

The scope of work and fee assumes three (3) meetings – two (2) with staff and a presentation to Council. The meetings are anticipated to be as follows:

- Meeting with Town personnel following DAA's preliminary review of data;
- Meeting with Town personnel in Mid-January to discuss findings and recommendations.
- Council meeting at a date to be determined; anticipated to be in February 2017, or later.
- Assumed phone conferences as needed during the course of the study.

III. SCHEDULE

The following provides an outline of the proposed work and related timeframe:

Activity	Weeks	Approximate Date for Completion of Each Task		Fast-Track - with data received around (12/16/16)
Notice to Proceed	1	Week of	12/13/2016	12/13/2016
Receive Data	2 - 3	By	1/12/2017	12/27/2016
Review Data, Prepare Revenue and Expense Projections, Preliminary Rate Options	3 - 5	Complete by	1/26/2017	1/10/2017
Prepare Calculation of Sewer Availability Fee	3 - 5	Complete by	1/26/2017	1/10/2017
Review Miscellaneous Fees , Make Recommendations	3 - 5	Complete by	1/26/2017	1/10/2017
Meeting to Discuss Preliminary Rates	6	Week of	2/2/2017	1/17/2017
Make Revisions as Needed and Prepare Report, Submit Draft Report	7 - 9	Week of	2/16/2017	1/31/2017
Meet to Discuss	10	Week of	2/23/2017	2/7/2017
Make Revisions	11 - 12	Week of	Within 10 days of previous meeting	
Prepare Presentation Materials, Presentation to Council	TBD			

IV. DELIVERABLES

1) Preliminary Rates and Wastewater Availability Fee

The initial deliverable will be a series of worksheets that will be reviewed with Town staff to provide an opportunity for input regarding assumptions and preliminary conclusions. The worksheets will be shared with staff at the first working meeting.

2) Revised Rates and Wastewater Availability Fees

The revised rates and fees will be presented to Town staff in a meeting. The revised projections, rates and fees will be presented in a series of spreadsheets and tables for discussion, suggested revisions and concurrence.

3) Draft Report

A draft report that includes a summary of the data used for the rate analysis, assumptions and recommendations will be prepared for review by the Town. The report will include detailed tables. A draft will be submitted to the Town and revisions will be made to incorporate staff comments. The draft report will be provided as a word or PDF document.

4) Powerpoint for Council Meeting

A Powerpoint presentation will be developed for the Council meeting.

5) Final Report

Following the Council meeting, the report will be finalized to incorporate staff comments and any changes as a result of Council's review of the recommendations. The final report will be provided as a PDF document. Up to five (5) paper copies of the final report can also be provided.

V. FEES

The proposed scope of work will be completed for a lump sum fee of \$33,700 and the water and wastewater components of the work are divided as follows:

Task	Water	Wastewater
Projection of Revenues and Expenses, Includes one Meeting with Staff	\$ 2,650	\$ 2,650
Review of Revenues from Rates/Fees	2,900	2,200
Model Three Options for User Charges, Include charts showing impacts to various customer groups	5,900	5,900
Wastewater Availability Fee	-	3,400
Staff Meeting, Council Meeting, Report	3,550	3,550
Mileage/Reimbursables	500	500
Subtotal	\$15,500	\$18,200
Total Project		\$33,700

VI. ASSUMPTIONS / LIMITATIONS

Attached, and incorporated by reference, are the Draper Aden Associates' terms and conditions.

This proposal was developed based on the following:

- Billing and financial data will be readily available from the Town;
- Appropriate Town staff or managers will be available at reasonable times to meet as outlined in the proposed schedule;

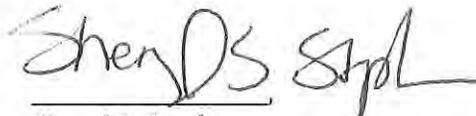
VII. ADDITIONAL SERVICES

Any additional services requested can be undertaken on a time and material basis or negotiated lump sum fee based on your requirements in addition to the fees outlined herein. If any additional services should become necessary or desirable, a Request for Additional Services will be submitted.

On behalf of Draper Aden Associates, thank you for giving us the opportunity to provide our proposal for engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records.

We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,
DRAPER ADEN ASSOCIATES



Sheryl S. Stephens
Sr. Community Resource Specialist



Kenneth M. Piazza, Jr. P.E.
Principal / Vice President

Attachments: Standard Terms and Conditions

cc: K. Tayman, Draper Aden Associates

AUTHORIZATION TO PROCEED

I/We agree and accept Draper Aden Associates' proposal to provide the above described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that Draper Aden Associates will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Signature

Date

STANDARD TERMS AND CONDITIONS

The Client and Draper Aden Associates (DAA) agree that the following provisions shall be incorporated into this agreement:

A. SERVICES OF ENGINEER

1. The standard of care for all professional engineering and related services performed or furnished by DAA under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. DAA makes no warranties, express or implied, under this Agreement in connection with DAA's services.
2. For specific project requirements, reference Scope of Services attached.

B. CLIENT'S RESPONSIBILITIES

1. Provide DAA with all criteria and full information as to the Client's requirements for the Project.
2. Furnish to DAA all available information pertinent to the project upon which DAA can explicitly rely.
3. Provide written approvals of work completed.
4. Designate project representative capable of making binding decisions.
5. Pay all permitting fees.
6. Clearly identify role of the Client during bidding and construction phases.

C. TERMS OF PAYMENT

1. Fees and all other charges will be billed at least monthly as the work progresses, and the net amount shall be due upon receipt.
2. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Client agrees to pay such finance charges.
3. The client shall reimburse DAA for all expenses necessary for performing the professional services outlined within the proposal, plus fifteen percent (15%). Such expenses would include, but are not limited to, subdivision fees, assessment fees, and fees for governmental checking and inspection, soils engineering, soils testing, aerial topography, permits, bond premiums, title company charges, blueprints and reproduction, travel expenses, meals and lodging, long distance phone calls, photographic services, shipping/courier expenses, extra insurance coverage specifically requested by the Client, subcontractor services, and all other charges not specifically covered by the terms of this agreement.
4. In the event all or any portion of the work prepared or partially prepared by DAA is suspended, abandoned, or terminated, the client shall pay DAA for the work performed on an hourly basis or percent complete (if lump sum), not to exceed any maximum contract amount specified herein.
5. In the event of any litigation, client agrees to pay to DAA interest on all past due balances at the rate of 18 percent per annum.

6. In the event that the plans, specifications, and/or field work covered by this contract are reviewed and subject to approval by various governmental agencies; and, in the event that, due to change of policy and/or unwritten policies and/or design changes requested by said governmental agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by client as extra work.
7. In the event the client fails to pay DAA promptly or within thirty (30) days after invoices are rendered, then client agrees that DAA shall have the right to consider said default a total breach of the Agreement and the duties of DAA under this Agreement terminated. In such event, Client shall then promptly pay DAA for all of the fees, charges and services performed by DAA on an agreed hourly basis. Also, in such event, Client agrees to indemnify and hold harmless DAA from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by DAA, or claims against DAA related to work stoppage.
8. DAA has the right to withhold from the Client any work prepared under this Agreement until all delinquent invoices are paid in full.
9. In the event of a disputed invoice, only that portion so disputed may be withheld from payment.

D. TIME OF COMPLETION

1. DAA's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

E. USE OF DOCUMENTS (Hard Copies and Electronic Transmittals)

1. All documents for this project are instruments of service and shall remain the property of DAA (including the right of reuse at the discretion of the Engineer) whether or not the project is completed and except where by law or precedent these documents become public property
2. Any reuse or modification of any documents (whether hard copies or electronic transmittals) prepared by DAA without written verification or adaptation by DAA will be at the sole risk of the individual or entity utilizing said documents and such use is without the authorization of DAA. DAA shall have no legal liability resulting from any and all claims, damages, losses, and expenses, including attorney's fees arising out of the unauthorized reuse or modification of these documents. Client shall indemnify DAA from any claims arising out of unauthorized use or modification of the documents whether hard copy or electronic.
3. Copies of documents that may be relied on by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DAA. Electronic transmittals of any type are for convenience of the Client. Any conclusion or information obtained or derived from such electronic transmittals will be at the Client's sole risk. If there is a discrepancy between the electronic transmittals and the hard copies, the hard copies govern
4. When transferring documents in electronic format, DAA makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by DAA. Transferring electronic documents does not transfer any license for use of the underlying software.

5. DAA makes no representations as to the durability of the electronic information or the medium in or on which it was transferred. DAA shall not be responsible to maintain documents in electronic format after the project is terminated whether completed or not.

F. OPINION OF COST

1. DAA's opinions of probable cost provided under this Agreement are made on the basis of DAA's experience and qualifications and represent DAA's best judgement as an experienced and qualified professional generally familiar with the industry. However, since DAA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices or over competitive bidding or market conditions, DAA cannot and does not guarantee that proposals, bids or actual costs will not vary from their opinions and the Client agrees to hold DAA harmless relative to deviations between the opinion of cost and actual, final costs.

G. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

1. Client acknowledges that it is customary for DAA, which is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents, to be employed to provide professional services during the Bidding and Construction Phases of the project. Such services are provided (a) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (b) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and Contractor(s), (c) in connection with approval of shop drawings and sample submittals, and (d) as a result of and in response to DAA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation.
2. Client agrees that if DAA is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, DAA will not be responsible for, and Client shall indemnify and hold DAA harmless from, all claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Client or others.
3. Nothing contained in this paragraph shall be construed to release Engineer from its responsibilities for performance in accordance with the professional standards that DAA has undertaken or assumed under this Agreement.

H. SUBSURFACE CONDITIONS AND DESIGN

1. The actual conditions and characteristics encountered in soils, groundwater, bedrock, weathered rock, colluvium, karst terrain, and other subsurface investigations may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated subsurface conditions may occur that could affect total project costs and / or execution. Additional activities and expenses related to changed subsurface conditions are not the responsibility of the ENGINEER unless they are a result of the ENGINEER'S failure to exercise the standard of care set forth herein. Design shall reflect those subsurface conditions reasonably anticipated from data obtained from the subsurface investigations performed for this project.

I. ALLOCATION OF RISKS

1. DAA's liability, hereunder, shall be limited to amounts due DAA for services actually rendered, or reimbursable expenses actually incurred. In case of termination, DAA will not be liable for lost profits or other direct or indirect damages.

J. DISPUTE RESOLUTION

1. The Client and DAA agree to negotiate all disputes between them in good faith for a period of 30 days from the date of written notice of a potential dispute prior to exercising their rights under law.
2. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid by the Client.
3. In the event that Client institutes legal action against DAA because of an alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered in favor of DAA, Client agrees to pay DAA any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needed, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of DAA.
4. If court of competent jurisdiction finds in favor of the client, DAA's liability shall in no case exceed the compensation paid or payable to DAA under this contract.
5. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the Commonwealth of Virginia.

K. SUCCESSORS, ASSIGNS, BENEFICIARIES

1. The Client and DAA each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the Client and DAA are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns of such other party), in respect of all covenants, agreements and obligations of this Agreement.
2. Neither the Client nor DAA shall assign his interest in this agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
4. Services provided within this agreement are for the exclusive use of the Client.
5. There are no understandings or agreements except as herein expressly stated.
6. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien rights, which DAA may have for the performance of services under this agreement.
7. One or more waivers of any term, condition or covenant by DAA shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant

8. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.

L. OTHER CONDITIONS

1. In the event that any staking is destroyed by an act of God or parties other than DAA, the cost of restaking shall be paid for by client as extra work.
2. DAA makes no warranty to the title to property surveyed nor does DAA assume any liability for errors or for information not provided DAA, which would normally be disclosed in a title search by an attorney.
3. DAA does not guarantee the completion or quality of performance of contract or the completion or quality of performances of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts, omissions, or construction methods.
4. This Agreement is valid for 90 days from the date of the Agreement. Should DAA choose to cancel the Agreement, it is DAA's right to do so prior to the expiration date. The Agreement signed by DAA and the Client in conjunction with any attachments will serve as the entire Agreement between the parties. If verbal authorization to begin work is given DAA, then all the conditions and terms of the Agreement are construed as acceptable to the Client whether or not the Agreement is signed and returned by the Client to DAA.

Prepared by:
Theresa J. Fontana, Esq. (VSB#79597)
Guynn & Waddell, P.C.
415 S. College Avenue
Salem, Virginia 24153
Phone: (540) 387-2320
Fax: (540) 389-2350

Tax Map: # 500-((A))-5T

**AGREEMENT TO EXTEND TIME FOR
DEEDED CONDITION**

THIS AGREEMENT TO EXTEND TIME FOR DEEDED CONDITION (“Agreement”) is entered into this ___ day of December, 2016, by and between the **TOWN OF CHRISTIANSBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (“Grantor”), and **SHAH DEVELOPMENT, LLC**, a Virginia limited liability company (“Grantee”) with an address of PO Box 1499, Christiansburg, VA 24068.

RECITALS

WHEREAS, Grantor conveyed Lot 12, containing approximately 8.000 acres, located in the Christiansburg Industrial Park to Grantee, pursuant to that certain deed dated February 19, 2008, and recorded in the Clerk’s Office of the Circuit Court of Montgomery County, Virginia, as Instrument Number 2008001627 (“Deed”); and

WHEREAS, the terms of the Deed included a condition whereby if Grantee failed to construct an industrial building and obtain a certificate of occupancy within a five year period commencing on February 19, 2008 (“Time Period”), Grantor has the option to repurchase the Property for ten dollars (\$10.00); and

WHEREAS, the Property was subsequently subdivided into lots 12A-1A containing 1.500 acres and Lot 12A-1B containing 6.5 acres; and

WHEREAS, Grantee retained ownership of Lot 12A-1B, said property being a portion of Lot 12 and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (“Property”); and

WHEREAS, the condition in the deed requiring construction of an industrial building on Lot 12 has not been met; and

WHEREAS, the original five-year period set forth in the Deed has passed and Grantee failed to construct an industrial building and obtain a certificate of occupancy on the Property; and

WHEREAS, pursuant to a letter dated September 8, 2014, Grantee requested an additional 24 months to construct the industrial building; and

WHEREAS, Grantor extended the Time Period for Grantee to comply with the condition of the Deed until November 1, 2016, pursuant to the Agreement recorded as Instrument 20160009270 in said Clerk's Office; and

WHEREAS, Grantee has now requested additional time to develop a plan for the property and construct an industrial building; and

WHEREAS, Grantor desires to allow Grantee additional time to comply with the deeded condition;

NOW, THEREFORE, in consideration of the following terms and conditions, Grantor hereby agrees to extend the Time Period as follows:

1. Grantee acknowledges that it has not constructed an industrial building and obtained a certificate of occupancy on the Property within the Time Period set forth in the Deed.

2. Grantee acknowledges that Grantor extended the time period to comply until November 1, 2016.

3. Grantee hereby requests that Grantor extend the Time Period for construction of the industrial building until June 30, 2018.

4. In consideration for Grantor's extension of the Time Period, Grantee agrees to the following:

(a) Grantee shall have a full site plan for the Property prepared, submitted, and approved by Grantor by February 1, 2018.

(b) Upon approval of the site plan, Grantee shall apply for a building permit within 30 days.

(c) Upon approval of the building permit, Grantee shall commence construction within 30 days.

(d) Grantee shall complete construction and obtain a certificate of occupancy by June 30, 2018.

(e) In the event Grantee fails to comply with any one or all of its obligations set forth in subsections (a)-(d) above, upon written request by the Grantor and within ten days thereafter, Grantee will deliver to Grantor an executed General Warranty Deed conveying the Property to the Grantor, free of all liens and encumbrances.

5. Notices to the parties shall be sent to the following:

If to Grantor:

Town of Christiansburg, Virginia

c/o Town Manager
100 East Main Street
Christiansburg, Virginia 24073

If to Grantee:
SHAH Development, LLC
PO Box 1499
Christiansburg, VA 24068
Attn: Thom Rutledge

6. In the event of any litigation relating to and/or arising out of the enforcement of this Agreement, should Grantor prevail in such litigation, Grantor shall be entitled to recovery of all costs, including, but not limited to, reasonable attorneys' fees.
7. This Agreement is governed and shall be interpreted according to the laws of the Commonwealth of Virginia. All legal matters arising out of, or in connection with the agreement shall be subject to a court of competent jurisdiction within Montgomery County, Virginia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF CHRISTIANBURG, VIRGINIA

By: _____
Its:

COMMONWEALTH OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

This day personally appeared before me _____, _____,
of the Town of Christiansburg, Virginia, a political subdivision of the Commonwealth of Virginia, and acknowledged his signature to the foregoing document.

Given under my hand this ____ day of March, 2016.

My Commission expires: _____.

Registration No. _____.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SHAH DEVELOPMENT, LLC

By: _____

Its: _____

COMMONWEALTH OF _____,
CITY/COUNTY OF _____ to-wit:

This day personally appeared before me _____,
_____, of SHAH Development, LLC, a Virginia limited liability company, and
acknowledged his/her signature to the foregoing document.

Given under my hand this ___ day of December, 2016.

My Commission expires: _____.

Registration No. _____.

Notary Public

Exhibit A

All of that certain lot or parcel of land known as Lot 12A-1B containing 6.500 acres pursuant to a plat of survey entitled, "Subdivision of Lot 12 A-1 Phase XII Christiansburg Industrial Park for SHAH Development, LLC," prepared by Highland Surveys P.C., dated September 21, 2010, Plan No. S-8277C, and recorded in the Clerk's Office of the Circuit Court for the County of Montgomery, Virginia, with Instrument Number 2010008528;

AND BEING a portion of the same property conveyed to SHAH Development, LLC, by Deed dated February 19, 2008, from the Town of Christiansburg, Virginia, and recorded in said Clerk's Office as Instrument 2008001627.

Randy Wingfield

From: Bradford Stipes
Sent: Wednesday, December 07, 2016 12:00 PM
To: Steve Biggs; Michele Stipes
Cc: Harry Collins; Randy Wingfield
Subject: FW: Request for street sign review

Steve & Michele -

Would you please add "Street Signage and Safety - Robin Road/Carson Drive Intersection" to our Street Committee discussions next Tuesday (13 Dec 2016)?

Thank you very much,

Brad

From: Jill Colby [jillcolby@gmail.com]
Sent: Thursday, November 17, 2016 5:04 PM
To: Bradford Stipes
Subject: Request for street sign review

Dear Councilman Stipes,

I'm writing to request your assistance with a matter in my neighborhood in the Town of Christiansburg. I reside at 55 Cherry Lane with my husband, Dennis Reece. I frequently walk my dog in the neighborhood, and there are many others in the neighborhood who walk in this area.

The intersection of Robin Road and Carson Drive is a blind curve, as you drive up Robin to turn left on Carson. I walk my dog facing traffic, and often, there are motorists taking this curve at a high rate of speed coming toward us, and unable to see us until they have already whipped around the curve. It is simply not safe for motorists to take this curve at the normal speed of 25 mph, nor do I feel safe as a pedestrian at this intersection.

Below is a photo of the current signage at this curve. In my opinion, the placement of the Speed Limit 25 sign at this curve is not appropriate. I would like to request your help in recommending that this sign be replaced with a caution sign, warning of the curve and advising motorists to take this curve at a lower rate of speed.

If it is advisable that I attend a Street Committee or Town Council meeting to voice this concern, please let me know. Otherwise I would appreciate the Street Committee's review of this request.

Thank you for your consideration.

Best,

Jill Colby
540-339-6540

