



AGENDA  
REGULAR MEETING OF TOWN COUNCIL  
CHRISTIANSBURG TOWN HALL  
100 EAST MAIN STREET  
FEBRUARY 28, 2017

REGULAR MEETING

I. CALL TO ORDER

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

II. ADJUSTMENT OF THE AGENDA

III. PUBLIC HEARINGS

IV. CONSENT AGENDA

- A. Meeting Minutes of February 14, 2017
- B. Schedule a Public Hearing for April 11, 2017 for a Conditional Use Permit request for a public amusement center (trampoline park and fun center) in the B-3 General Business zoning district at 200 Midway Plaza Drive NW.
- C. Monthly Bills

V. CITIZEN COMMENTS

VI. INTRODUCTIONS AND PRESENTATIONS

- A. Introduction of New Town Employees
- B. David Franusich to present on Downtown Christiansburg, Inc.
- C. Karen Blair, Co-Director of External Relations at Virginia Tech, to present on The Big Event 2017.
- D. Ashley Briggs to report on the Bikeway Walkway Committee 2016 Annual Report.
- E. Kevin Byrd, Executive Director of the NRV Regional Commission, to present on the results of the NRV Regional Broadband Survey.
- F. Ernie Wade, Kiwanis Club of Christiansburg, to address Council regarding the Wilderness Trail Festival.
- G. Paula Alston, Director of the Montgomery - Floyd Regional Library, to provide an update on the library.

## VII. OLD BUSINESS

## VIII. NEW BUSINESS

### A. Council action on:

1. New River Valley Regional Water Authority Mutual Aid Agreement.
2. College Street Basin Sanitary Sewer Rehabilitation Engineering Contract.
3. Hans Meadow Drainage Improvement Preliminary Engineering Contract.
4. Amendment to the Small Purchases Procedures Policy (Tweedie).
5. Proposed ordinance regarding interference by pedestrians on public roadways and highways (Fontana, Sisson).

B. Discussion of appointments to the New River Valley Solid Waste Authority Board of Directors.

C. Discussion of appointments to the Regional Water Authority Board of Directors.

D. Discussion regarding Christiansburg High School involvement in local government (Barber).

## IX. COMMITTEE REPORTS

## X. STAFF REPORTS

A. Town Manager

B. Town Attorney

C. Other Staff

## XI. COUNCIL REPORTS

## XII. OTHER BUSINESS

### A. Closed Meeting:

1. Request for a Closed Meeting under Virginia Code Section 2.2-3711(A)(5), for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. The Closed Meeting is being held to discuss economic development.
2. Reconvene in Open Meeting
3. Certification
4. Council Action on the Matter

## XIII. ADJOURNMENT

*The next regular Town Council meeting will be held at Christiansburg Town Hall on Tuesday, March 14, 2017 at 7:00 P.M.*



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

**AGENDA LOCATION:**  
CONSENT AGENDA

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Meeting Minutes of February 14, 2017

**DESCRIPTION:**  
Meeting minutes of last Town Council meeting – February 14, 2017

**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  
FEBRUARY 14, 2017 – 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 FEBRUARY 14, 2017 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Samuel M. Bishop; Harry Collins; R. Cord Hall; Steve Huppert; Henry Showalter; Bradford J. Stipes. ABSENT: None.

ADMINISTRATION PRESENT: Town Manager Steve Biggs; Assistant Town Manager Randy Wingfield; Clerk of Council Michele Stipes; Town Attorney Susan Waddell; Planning Director Andrew Warren; Finance Director/Treasurer Valerie Tweedie; Director of Aquatics Terry Caldwell; Director of Engineering Wayne Nelson; Public Relations Director Melissa Powell; Director of Parks and Recreation Brad Epperley; Farmers' Market Manager Sarah Belcher.

I. CALL TO ORDER

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

II. ADJUSTMENT OF THE AGENDA

- A. Request by Ann Carter for a temporary medical leave of absence from the Planning Commission. The item was placed as item E under New Business.

Councilman Showalter made a motion to adjust the agenda, seconded by Councilman Hall. Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

*Mayor Barber welcomed Attorney Susan Waddell to the meeting.*

III. PUBLIC HEARINGS

IV. CONSENT AGENDA

- A. Meeting minutes of January 24, 2017

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

V. CITIZEN COMMENTS

- A. No comments.

VI. INTRODUCTIONS AND PRESENTATIONS

- A. Citizen Engagement:
  - 1. Recognition of Mountain View Humane.



Melissa Powell, Public Relations Director, presented Mark Freeman, Executive Director of Mountain View Humane, with a certificate recognizing the organization's milestone of 50,000 spay/neuter surgeries in Southwest Virginia. Mr. Freeman thanked the Town for the recognition and provided Council with a copy of the 2016 Annual Report for Mountain View Humane. Mr. Freeman reported that the organization, supported through community contributions and grant-funding, provides affordable spay/neuter services throughout Roanoke, Southwest Virginia, and West Virginia. Services are provided in partnership with Virginia-Maryland College of Veterinary Medicine, and with Montgomery County through its cat pilot program. The organization is an advocate of adoption and assists in reducing euthanasia by providing reduced fees for a large percentage of the cats and dogs served. Mr. Freeman reported that the Christiansburg clinic performs approximately thirty-five surgeries each day and he offered to give Council a tour of the facility.

B. Audit Presentation by Valerie Tweedie, Finance Director/Treasurer.

Finance Director/Treasurer Valerie Tweedie provided Council with a copy of the Comprehensive Annual Financial Report for the fiscal year ended June 30, 2016, and highlighted key points including a revenue/expenditure comparison, a budget comparison, review of the fund balance and policy, and the Town's economic outlook. Ms. Tweedie talked about the audit opinion and auditor reports included in the financial report, pointing out the differences in perspective from prior years due to the Town using new auditors. Ms. Tweedie noted that the fund balance was slightly over target and she explained that the overage was due to rollover capital improvements, which was expected to change during the current budget process. Council thanked Ms. Tweedie for the presentation.

VII. OLD BUSINESS

A. Funding modifications for Chrisman Mill Road realignment project.

Town Manager Biggs reported that the VDOT Standard Project Administration Agreement has been amended to reflect a \$93,000 increase in the total amount of funds to be reimbursed to the Town for the Chrisman Mill Road realignment project. Council action was not required in this matter, but Mr. Biggs requested action from Council acknowledging the amendment to the existing agreement since it was a monetary matter. Councilman Stipes made a motion to acknowledge the agreement amendment as reported by Mr. Biggs, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

B. Review and approval of operating agreement for Kiwanis Park.

Council was provided a copy of the proposed operating agreement for Kiwanis Park in the agenda packet for review. Town Manager Biggs reviewed with Council revisions to the document proposed by Kiwanis that pertained to facility usage, existing signage, and insurance matters. It was noted that provisions for maintenance of existing scoreboards were not included in the operating agreement, however, that would not impede the ability to enter into the agreement with Kiwanis, and was something that could be discussed outside of the agreement, according to Town Manager Biggs. Director of Parks and Recreation Brad Epperley was present during the discussion and voiced his support for the agreement. He informed Council that Kiwanis had retained sponsorship for the existing scoreboards, and he was working with the club to address maintenance responsibilities for the boards. Councilman Hall asked if the provisions in the agreement concerning a park access and use policy could create difficulties for the Town and athletic organizers when planning for events and tournaments by requiring preapproval for each event. Town Manager Biggs said he did not anticipate that being the case, and expected that the Town would work closely with the Kiwanis selected liaison member during event planning stages. Mayor Barber noted that Kiwanis had purchased approximately five additional acres of land for expansion of the park. Councilman Hall stated that the proposed operating agreement had been reviewed by the Recreation Advisory Commission and he made a motion to approve the operating agreement with the revisions as explained by Town Manager Biggs, and contingent upon the approval of Kiwanis. The motion was seconded by Councilman Bishop and voted upon as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

## VIII. NEW BUSINESS

- A. Report from the Christiansburg Aquatic Center regarding a recommendation by the Aquatic Center Advisory Board to reduce admittance fees for members of the Christiansburg High School swim/dive teams and their families. Director of Aquatics Terry Caldwell presented Council with a recommendation from the Aquatic Center Advisory Board to allow members of the Christiansburg High School swim and dive teams, and their families, free admittance to the aquatic center from October through February. Ms. Caldwell said the recommendation was encouraged by Councilman Showalter who felt it would be a great way to grow the high school swim/dive teams, and she spoke about the aquatic center involvements of high school swim coach Amy Brehl, and the Piemonte family who coach high school diving. The Christiansburg High School swim/dive teams currently have approximately twenty members. Ms. Caldwell asked for Council support of the recommendation. Councilman Huppert noted that the recommendation by the Recreation Advisory Commission was unanimous. Councilman Stipes expressed support for the recommendation, but questioned why it was limited to the high school team and not extended to the Bluefins or H2okies swim teams, especially if the goal was to get individuals interested and participating at the aquatic center. Councilman Showalter said the decision was to help create a swim culture at the high school by eliminating hurdles for the athletes. Councilman Hall questioned the recommended time frame of October through February and recommended free admittance year-round. However, Councilman Huppert said that the Aquatic Advisory Board discussed offering the incentive year-round, but determined it would be too difficult to get a current membership roster during summer months. Ms. Caldwell said she was an advocate for initiating the incentive through the high school team and eventually extending it to all swim/dive athletes associated with Christiansburg. Councilman Hall made a motion to accept the recommendation of the Aquatic Advisory Board as presented by Ms. Caldwell, seconded by Councilman Bishop. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- B. Agreement for preliminary engineering services for Chrisman Mill Road Railroad Crossing for Norfolk Southern. Councilman Stipes made a motion to approve the agreement for preliminary engineering services for Chrisman Mill Road Railroad Crossing for Norfolk Southern, seconded by Councilman Showalter. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- C. Capital reallocation of Rescue Squad funds (Tweedie).  
Finance Director/Treasurer Val Tweedie reported that Rescue Chief Joe Coyle has requested reallocation of \$17,000 for motorized swift water boat to \$6,000 for the AED program, \$2,000 for member attendance at NCEMSF, and \$9,000 to fund training for Technical Rescue and Advanced Life Support. A memo from Mr. Coyle detailing the request was provided in the agenda packet for Council review. Councilman Stipes made a motion to approve the request as presented, seconded by Councilman Hall. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
- D. Planning Commission 2016 Annual Report (Collins).  
Councilman Collins provided Council with copy of the Planning Commission 2016 Annual Report prepared by Planning Director Andrew Warren and planning staff. The report is intended for informational purposes only and a copy is attached to these minutes.
- E. Request by Ann Carter for a leave of absence from the Planning Commission for medical purposes. Councilman Showalter made a motion to grant the leave of absence from the Planning Commission, as requested, up to 6 months. Councilman Hall seconded the motion and Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

## IX. COMMITTEE REPORTS

- A. Street Committee report/recommendation on:
1. Update on a citizen request regarding improvements at the intersection of Robin Road and Carson Drive.

Councilman Stipes reported that the Street Committee had met in December to discuss a citizen concern regarding the intersection of Robin Road and Carson Drive. Councilman Stipes explained the layout of the street and noted that it had been determined that improvements were needed to address traffic hazards in that area. Since the meeting in December, Engineering and Public Works have made successful improvements to the street and intersection, and are in the process of determining an advisory speed for the blind curve at the intersection.

#### X. STAFF REPORTS

##### A. Town Manager Steve Biggs:

1. At the recommendation of Town Manager Biggs, Council scheduled a work session for March 7, 2017 at 5:30 p.m. to discuss proposed changes to the employee handbook.

##### B. Town Attorney

##### C. Other Staff

#### XI. COUNCIL REPORTS

##### A. Councilman Huppert reported on upcoming swim meets at the aquatic center.

##### B. Councilman Showalter reported on the recent Blacksburg Transit meeting, which was also attended by Andrew Warren, Director of Planning. Focus of the meeting was to discuss the ridership needs within Christiansburg, and how to best meet those needs, along with ideas for promoting public transportation within the community. Councilman Showalter provided BT with a map of Christiansburg and requested that BT develop ridership and marketing plans that will benefit citizens in need of transportation services prior to the 2018 budget cycle. Blacksburg Transit will begin to meet once per month and will include Montgomery County in its operations planning.

##### C. Councilman Stipes reported on the recent Bikeway Walkway Committee meeting and Huckleberry Trail ribbon cutting. He then requested that Andrew Warren designate a member of the Planning Commission to serve as liaison to the Bikeway Walkway Committee, a position previously held by Joe Powers.

##### D. Councilman Hall referred to an item on the follow-up master task list to engage the Christiansburg High School community through a student representative to Council, and he requested permission to work with Principal Deibler to develop a plan to engage students in local government. Mayor Barber said he planned to discuss this matter with Council during the February 28, 2017 council meeting.

##### E. Councilman Bishop reported that he and Councilman Showalter recently met with Town Manager Biggs regarding goals for the downtown and Cambria areas of Town, noting that a priority was to get business owners on board working with the Town in developing an improvement plan. Councilman Showalter commented that the Town would handle developing a plan for those areas internally, and he challenged journalist Marty Gordon to distribute information regarding revitalization plans into the community through the newspaper. Councilman Showalter said the goal of revitalization was to create a culture that was business friendly through various incentive programs.

##### F. Councilman Collins expressed his appreciation to the Town for paving and striping Roanoke Street.

##### G. Mayor Barber reported on the Regional NCAA diving meet scheduled for this month at the aquatic center.

#### XII. OTHER BUSINESS

##### A. Discussion of appointments to the Metropolitan Planning Organization (MPO) Policy Board and Technical Advisory Committee. Town Manager Biggs recommended that Assistant Town Manager Wingfield be appointed to serve on the MPO Policy Board due to his experience in transportation matters, and Planning Director Warren be appointed to serve on the MPO Technical Advisory Board. Adam Carpenetti currently serves on the policy board and Randy Wingfield currently serves on the MPO Technical Advisory Committee. Councilman Stipes made a motion to accept the recommendation of Town Manager Biggs to appoint Randy Wingfield to the MPO Policy Board and Andrew Warren to the MPO Technical Advisory Committee. Councilman Hall seconded the motion and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

B. Closed Meeting:

1. Councilman Bishop made a motion to enter into a Closed Meeting under Virginia Code Section 2.2-3711(A)(5), for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. The Closed Meeting is being held to discuss economic development. The motion was seconded by Councilman Showalter and Council was polled as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
2. Reconvene in Open Meeting
3. Certification. Councilman Bishop moved to certify that the Town Council of the Town of Christiansburg, meeting in Closed Meeting, to the best of each member's knowledge, discussed only the matters lawfully exempt from open meeting requirements by Virginia Law and only such matters as are identified in the Resolution to enter into Closed Meeting, seconded by Councilman Showalter. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
4. Council Action on the Matter. No action was taken by Council.

XIII. ADJOURNMENT

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 9:53 P.M.

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Michele M. Stipes, Clerk of Council

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D. Michael Barber, Mayor



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

**AGENDA LOCATION:**  
CONSENT AGENDA

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Public Hearing for Conditional Use Permit request for a public amusement center

**DESCRIPTION:**  
To schedule a Public Hearing for 4/11/17 for a Conditional Use Permit request for a public amusement center (trampoline park and fun center) in the B-3 General Business zoning district at 200 Midway Plaza Drive NW.

**POTENTIAL ACTION:**  
Scheduling of a PH for 4/11/17

**DEPARTMENT:**  
Planning

**PRESENTER:**  
Andrew Warren, Planning Director

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**



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

**AGENDA LOCATION:**  
CONSENT AGENDA

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Monthly bills

**DESCRIPTION:**  
Bills to be paid for the months of January & February 2017

**POTENTIAL ACTION:**

**DEPARTMENT:**  
Finance

**PRESENTER:**  
Valerie Tweedie, Finance Director

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**

<b>TOWN OF CHRISTIANBURG</b>		
<b>BILLS TO BE PAID FOR THE MONTHS OF</b>	<b>JANUARY AND FEBRUARY</b>	
A-1 HEATING & COOLING	360.00	
ALGONQUIN PRODUCTS COMPANY	1,581.99	EQUIPMENT MAINTENANCE
AMERICAN RED CROSS-HEALTH & SAFETY SERVICES	486.00	
ANCHOR TRUCK ACCESSORIES	1,421.98	
ANDERSON & ASSOCIATES INC	6,251.07	ENGINEERING PARK STREET DRAINAGE 3292.27 BAL TRAIL STUDY AND CHRISMAN MILL CROSSING
ANGLE FLORIST	80.00	
AQUALAW PLC	2,703.00	LEGAL REVIEW DEQ TMDL WWTP
ARC3 GASES	508.91	
ARROWHEAD SCIENTIFIC, INC	1,093.75	
ATCO INTERNATIONAL	298.60	
ATLANTIC EMERGENCY SOLUTIONS, INC	2,455.30	REPAIR OF 2 FIRE ENGINES
ATLANTIC UTILITY SOLUTIONS, INC	3,948.75	WATER METER PROJECT
AUTO EXPERTS, LLC	90.00	
AUTO ZONE, INC	158.42	
AUTOMATIC CONTROLS OF VA, INC	21.42	
AUTOMATION CREATIONS, INC.	52.99	
AYERS DISTRIBUTING COMPANY	1,270.00	
B & K TRUCK ACCESSORIES	1,040.00	
B & S CONTRACTING, INC.	3,745.50	ASPHALT ROAD REPAIR
B & T LAWN CARE LLC	1,870.00	
BANE OIL COMPANY, INC	3,878.20	OFF ROAD DIESEL
BASHAM OIL COMPANY	465.40	
BKT UNIFORMS	99.20	
BLACKSBURG POWER EQUIPMENT	1,213.95	
BOB'S REFUSE SERVICE, INC.	330.00	
BOUND TREE MEDICAL, LLC	1,317.54	
BRAME SPECIALTY COMPANY INC.	1,595.53	
BSN SPORTS COLLEGIATE PACIFIC	2,900.03	BASKETBALL AND ADULT LEAGUE SOFTBALL AND SUPPLIES
CARDINAL BLUEPRINTERS, INC.	994.00	
CARDINAL RUBBER & SEAL INC.	332.48	
CARGILL, INC.	54,622.87	DEICER SALT FOR ROAD WAY
CAROLINA INDUSTRIAL EQUIPMENT	463.17	
CARROT-TOP INDUSTRIES, INC.	765.72	
CARTER MACHINERY	156,033.07	BACKHOE LOADER
CDW LLC	2,500.00	
CHA CONSULTING INC	20,879.90	WWTP ASSISTANCE BIOSOLID MGT AND ROUTE 8 WATER AND SEWER EXTENSION
CHRISTIANSBURG INTERNAL MEDICINE	2,056.00	DRUG TESTING AND HEP VACINES
CIVIC PLUS	10,201.50	NEW HIRING SOFTWARE FOR HR
CMC SUPPLY, INC.	2,606.17	
COGSDALE SYSTEMS INC.	7,020.00	SOFTWARE UPGRADES WATER AND SEWER BILLING
COLE TRUCK PARTS, INC	59.64	
COMMERCIAL ATHLETIC INSTALLATIONS, INC	2,900.00	CURTAIN REPAIR IN GYM
CRAIG'S FIREARM SUPPLY, INC	13,024.86	PD BODY ARMOR
CUMMINS ATLANTIC LLC	3,132.19	PARTS AND TRUCK REPAIR
D J R ENTERPRISES	3,797.61	YOUTH BASKETBALL
DALE'S GARAGE	145.46	
DCI/SHIRES, INC	2,859.51	REPAIR MAN HOLE COLLEGE STREET BASIN
DIANE C FENTON	75.00	
DORIS OLIVER	25.00	
DRAPER ADEN ASSOCIATES	4,347.30	WATER SEWER RATE STUDY
DUNCAN FORD MAZDA	4,555.24	VEHICLE AND TRUCK REPAIRS
DYNAMIC DATA SYSTEMS, LLC	420.00	
EAST COAST EMERGENCY VEHICLES, LLC	1,426.00	
EEE CONSULTING, INC	3,053.17	ENGINEERING FOR BROWN CHURCH LUCAS
E-FINITY DISTRIBUTED GENERATION, LLC	2,550.00	PARTS FOR GAS COMPRESSOR AT WWTP
ELECTRICAL SUPPLY CO	2,601.08	2098. PARKS AND REC LIGHT REPLACEMENT AND VARIOUS PARTS AND SUPPLIES
ELEVATING EQUIPMENT INSPECTION SERVICE	200.00	
EMS MANAGEMENT & CONSULTANTS, INC	988.18	
EMS TECHNOLOGY SOLUTIONS, LLC	315.00	
EMS, INC	2,230.00	SUPPLIES FOR WWTP
ENVIRONMENTAL EXPRESS, INC	147.38	
ENVIRONMENTAL LAND WASTE MANAGEMENT SERVICE	15,000.00	BIOSOLID REMOVAL
ENVIRONMENTAL RESOURCE ASSOC.	440.73	

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	JANUARY AND FEBRUARY	
ERIC D RORRER	2,000.00	TOP SOIL FOR WATER AND SEWER
EXCEL TRUCK GROUP	152.40	
FAMILY MEDICINE OF BLACKSBURG LLC	120.00	
FASTENAL COMPANY	39.99	
FERGUSON ENTERPRISES, INC.#75	14,899.73	PIPE VALVES, CONNECTORS AND SUPPLIES FOR WATER AND SEWER
FINISH LINE CONSTRUCTION, INC	8,984.19	BLUE LEAF STREAM RESTORATION
FIRE RESCUE AND TACTICAL, INC	58.96	
FIRST DUE GEAR LLC	4,337.40	UNIFORMS RESCUE
FISHER SCIENTIFIC CO.	3,032.82	INCUBATOR WWTP
FITNESS CONCEPTS, INC.	185.00	
FLEET ONE, LLC	22,385.10	VEHICLE FUEL TOWN VEHICLES
FLEET PRIDE, INC	2,125.41	PARTS FOR VEHICLE AND EQUIPMENT REPAIR
G/A SAFETY SUPPLY, INC	1,489.96	
GALLS, AN ARAMARK COMPANY	2,237.33	UNIFORMS AND SUPPLIES PD
GATES FLOWERS AND GIFTS, LLC	285.80	
GAY AND NEEL, INC.	22,095.75	ENGINEERING INDEPENDENCE AND BLUE LEAF AND ROANOKE ST PROP SURVEY
GEMPLER'S INC.	315.33	
GILDAY ENTERPRISES, INC	48,456.65	PARK STREET DRAINAGE
GODWIN MANUFACTURING CO.,INC.	767.32	
GRAINGER	530.59	
GRANTURK EQUIPMENT CO., INC	181.89	
GUYNN & WADDELL, P.C.	6,805.92	LEGAL SERVICES
HACH COMPANY	138.79	
HAJOCA CORPORATION	440.60	
HANDY RENTALS, INC	280.00	
HARPER AND COMPANY INC.	920.43	
HARVEY CHEVROLET CORP.	1,091.57	
HAWKINS-GRAVES, INC	810.00	
HDH TECHNICAL, INC	660.00	
HENDERSON PRODUCTS, INC	89,687.83	TANDEM AXLE DUMP TRUCK FOR SNOW REMOVAL
HIGHWAY MOTORS, INC.	26.02	
HOSE HOUSE, INC.	46.48	
HURT & PROFFITT, INC	2,459.21	WEST MAIN WATER LINE
IES COMMERCIAL, INC	967.05	
IMAGE TREND, INC	4,375.00	SOFTWARE LICENSING FOR RESCUE
INNOVATIVE SYSTEMS & SOLUTIONS, INC	10,190.68	SOFTWARE LICENSE RENEWAL FOR CISCO SYSTEMEMS
INSTRULOGIC LLC	1,192.00	
INTERNATIONAL CODE COUNCIL	139.95	
INTERSTATE BATTERY SYSTEM OF ROANOKE VALLEY, I	614.94	
J & J ASPHALT COMPANY	1,473.50	
J J KELLER & ASSOCIATES, INC	1,697.35	
JAMES RIVER EQUIPMENT-SALEM	1,297.93	
JAMES RIVER LASER & EQUIPMENT, LLC	72.00	
JAMES ROBERT WILLIAMSON, JR.	75.00	
JOHN T. NEEL	25.00	
JOHNSON TRUCK CENTER, LLC	115,277.00	TANDEM AXLE FREIGHTLINER CAB AND CHASIS
JORDAN OIL CO., INC.	2,034.80	FUEL AT FIRE STATION
K & N TOOLS, LLC	61.23	
KIMBALL MIDWEST	1,042.60	
KING-MOORE, INC	2,517.50	
KINGS TIRE SERVICE, INC	891.43	
KORMAN SIGNS, INC.	4,594.82	SIGN MATERIALS FOR PW
LANDSCAPE SUPPLY INC.	3,083.57	PARKS, FIELD SUPPLIES
LITTLE RIVER POOL AND SPA, INC	100.50	
LOWES HOME CENTERS, INC.	3,385.78	SUPPLIES FOR VARIOUS BUILDING MAINTENACE AND REPAIRS
M S FOSTER & ASSOCIATES, INC.	66.88	
MARKETING ON MAIN STREET LLC	2,150.52	UNIFORMS PD, RESCUE, FIRE
MATTHEW STEWART DAVIDSON	75.00	
MCCORMICK TAYLOR, INC	1,247.88	FALLING BRANCH ENGINEERING
MCGRADY-PERDUE HEATING & COOLING, INC	79.00	
MCNEIL ROOFING, INC	461.70	
MEADE TRACTOR	166.69	
METRO HEAVY-DUTY,INC.	649.23	
MICHAEL L. SAYLORS	25.00	



<b>TOWN OF CHRISTIANBURG</b>		
<b>BILLS TO BE PAID FOR THE MONTHS OF</b>	<b>JANUARY AND FEBRUARY</b>	
MID ATLANTIC WASTE SYSTEMS	4,375.73	EQUIPMENT LIFT FOR EQUIPMENT AND VEHICLE MAINTENANCE
MONTGOMERY DISTRIBUTORS	14.25	
MOORE MEDICAL CORP.	52.90	
MOORE'S BODY & MECHANICAL SHOP, INC	1,748.40	
MOTION INDUSTRIES, INC.	131.21	
MUNICIPAL CODE CORP.	1,824.91	
NATIONAL POOLS OF ROANOKE, INC.	3,829.44	SUPPLIES FOR SEWER PUMP STATIONS
NETWORKFLEET INC	496.18	
NEW RIVER ENGRAVING	358.62	
NEW RIVER FIRE EXTINGUISHERS	661.00	
NEW RIVER STRENGTH AND CONDITIONING, LLC	947.27	
NICHOLE MARIE DIOIA	75.00	
NORTH CAROLINA LEAGUE	165.00	
NORTHERN TOOL & EQUIPMENT	2,186.68	SMALL TOOLS VARIOUS DEPTS
NORTHWEST HARDWARE CO INC	35.96	
OFFICE OF THE UNIVERSITY BURSAR	200.92	
OLD TOWN PRINTING & COPYING	1,233.18	
O'REILLY AUTO PARTS	867.64	
P B ELECTRONICS	146.00	
PETERS AQUATICS	30.00	
PILOT FASTENERS LTD	203.08	
PLAYNETWORK, INC.	587.28	
POWER ZONE	1,138.35	
PRESSURE WASHING SUPPLIES & SERV	650.00	
PRICES BODY SHOP, INC	574.60	
PRINTECH INC.	659.20	
PROFESSIONAL COMMUNICATIONS	19,342.75	VINCEN MAINTENANCE, NEW REPEATER 2 RADIO VOTERS.
QUALITY TIRE & BRAKE SERVICE	2,789.19	
R. J. MERKEL, INC.	7,011.36	PAVEMENT MARKINGS
R.M.C. EVENTS, INC	1,209.00	
RAILROAD MANAGEMENT COMPANY IV, LLC	485.00	
RICHARD POLIKOFF	25.00	
RICHLAND RESEARCH CORPORATION	609.00	
ROBERTS OXYGEN COMPANY, INC	473.56	
ROBIN L. BOYD	25.00	
ROCAN INDUSTRIAL PRODUCTS, INC	2,113.25	DEGREASER WWTP
ROPHO SALES INC	7.89	
SAFE HAVEN CHILD VISITATION CENTER OF NEW RIVER	1,500.00	
SAFETY & COMPLIANCE SERVICES, INC.	392.00	
SANICO, INC	5,869.28	
SERVICE COMMUNICATION	101.00	
SERVICEMASTER COMMERCIAL CLEANING	2,829.00	AQUATICS CONTRACT CLEANING SERVICES
SHEEHY AUTO STORES	328.27	
SHELOR MOTOR MILE	618.92	
SHERWIN-WILLIAMS	197.88	
SHI INTERNATIONAL CORP	8,124.88	MICROSOFT LICENSE RENEWALS
SHRED-IT US JV LLC	921.26	
SIGN-A-RAMA	506.74	
SIGNSPOT	48.00	
SIMPLEXGRINNELL LP	1,146.00	
SKYLINE DOOR & HARDWARE, INC	175.50	
SMITH TURF & IRRIGATION, LLC	25,344.80	TRACTOR FOR FIELD MAINTENANCE REC DEPT
SNAP-ON TOOLS	72.75	
SOUTHERN STATES	476.41	
SPECTRA ENERGY PARTNERS, LP	21,583.74	MOVE GAS LINE AT TRUMAN WILSON PROPERTY
STATE ELECTRIC SUPPLY CO., INC.	98.03	
STONER, INC	81.74	
SUBURBAN PROPANE, L.P.	4,289.53	PROPANE FOR GENERATORS AT WWTP
SURE-FLO, INC.	898.20	
SWIM AND TRI, LLC	614.60	
SYMBOL ARTS	1,510.00	
TAYLOR OFFICE & ART SUPPLY, INC	7,695.24	OFFICE SUPPLIES AND SMALL FURNITURE VARIOUS DEPTS TOWN WIDE
TEMPLETON-VEST	817.50	
TENCARVA MACHINERY CO.	825.47	

<b>TOWN OF CHRISTIANBURG</b>		
<b>BILLS TO BE PAID FOR THE MONTHS OF</b>	<b>JANUARY AND FEBRUARY</b>	
TESSCO	191.81	
THOMPSON TIRE & MUFFLER	1,856.33	
TIDY SERVICES	70.90	
TIME TECHNOLOGIES INC	275.00	
TNT TRAFFIC SAFETY	100.00	
TONIA DENISE WINN	50.00	
TRANE	712.89	
TREASURER OF MONTGOMERY COUNTY	196,353.50	QUARTERLY PAYMENT FOR 911 REGIONAL AUTHORITY
TREASURER OF VIRGINIA	2,452.00	
TRITECH SOFTWARE SYSTEMS	1,200.00	
UNIFIRST CORPORATION	1,142.75	
USA BLUE BOOK	2,480.31	
VA PUBLIC WORKS EQUIPMENT CO	433.42	
VALEAC	100.00	
VALLEY EQUIPMENT CENTER	159.59	
VALLEY PRINTERS, INC	625.00	
VILTER MANUFACTURING, LLC	1,255.66	
VIRGINIA BUSINESS SYSTEMS	988.92	
VIRGINIA MUNICIPAL LEAGUE	25.00	
VIRGINIA UTILITY PROTECTION SERVICE, INC	572.25	
WADES FOODS INC.	73.98	
WELLS CONSTRUCTION CO., INC.	162,729.30	BROWN CHURCH LUCAS STORM DRAIN PROJECT
WESTERN BRANCH DIESEL, INC.	422.53	
WETLAND STUDIES AND SOLUTIONS, INC	10,372.01	TOWNE BRANCH STREAM RESTORATION ENGINEERING FEES
WILLIAMS SUPPLY INC.	587.10	
WILSON BROTHERS INCORPORATED	2,629.13	
WIN-911 SOFTWARE	495.00	
WITMER PUBLIC SAFETY GROUP, INC	154.99	
WORDSPRINT	633.81	
<b>TOTAL BILLS TO BE PAID March 2, 2017</b>	<b>1,295,579.48</b>	

**TOWN OF CHRISTIANSBURG  
BILLS PAID DURING THE MONTH OF  
SPECIAL REVENUE FUNDS**

**JANUARY AND FEBRUARY**

<b>VENDOR</b>	<b>AMOUNT PAID</b>	<b>DESCRIPTION</b>
ADVANCE AUTO PARTS	348.98	
ATLANTIC EMERGENCY SOLUTIONS	1,910.52	TRUCK REPAIR
COUNTY OF PULASKI	962.50	NRVCIT 1/19, 1/27 & 1/29
DIRECTV	203.67	
FLOYD COUNTY SHERIFF'S OFFICE	787.50	NRVCIT
GATES FLOWERS AND GIFTS	23.00	
GILES COUNTY ADMINISTRATION	1,325.00	NRVCIT 1/3, 1/4 & 1/20
MONTGOMERY COUNTY SHERIFF'S OFFICE	700.00	NRVCIT 1/27 & 1/31
MUNICIPAL EMERGENCY SERVICES	232.98	
NAFECO	3,304.00	YELLOW DJ HOSE
PEARISBURG POLICE DEPARTMENT	600.00	NRVCIT GRANT
TOWN OF BLACKSBURG	937.50	NRVCIT
TOWN OF CHRISTIANSBURG	1,538.27	NRVCIT (500 + 625) 1/11, 18 & 19 & gas/diesel (413.27)
UNITED STATES POSTAL SERVICE	470.00	
VERIZON	315.20	
VIRGINIA BUSINESS SYSTEM	234.52	
<b>TOTAL PAID BILLS</b>	<b>13,893.64</b>	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	JANUARY AND FEBRUARY	
VENDOR	AMOUNT PAID	DESCRIPTION
ANTHEM BLUE CROSS BLUE SHIELD	135,550.56	EMPLOYEE HEALTH INSURANCE
ANTHEM LIFE INSURANCE COMPANY	3,191.75	EMPLOYEE LIFE INSURANCE
APPALACHIAN POWER	91,671.21	UTILITY BILLS
AT & T	352.67	
ATMOS ENERGY	18,348.64	ENERGY BILLS
BB&T INSURANCE	26,883.00	FIRE AND RESCUE UMBRELLA AND AUTO COVERAGE
BALL PARK SIGNS	287.50	
BMS DIRECT	6,986.91	NEWSLETTER INSERT UTILITY BILLLS POSTAGE FOR MONTHLY UTILITY BILLS
BOSTON MUTUAL LIFE INS	1,640.54	EMPLOYEE WITHHELD INSURANCE
BRIDGE KALDRO MUSIC LLC	23.97	
CAPITAL LIGHTING & SUPPLY LLC	66.18	
CARDMEMBER SERVICES	43,084.91	SUPPLIES 29138.96 DUES 1065 SCHOOLS 5231.73 TRAVEL 2510.18 SOFTWARE 29.98 UNIFORMS 1074.77 RECRUITING FIRE AND RESCUE 4034.29 (2MTHS)
CHANDLER CONCRETE	1,857.38	CONCRETE FOR PW PROJECTS
CITIZENS	2,665.00	INTERNET SERVICES
CLARK GAS & OIL	1,200.49	GASOLINE AT FIRE DEPT
COLD STONE CREAMERY	96.00	
THE COMMUNITY GROUP	500.00	SUPPORT
COLONIAL LIFE & ACCIDENT INSURANCE	1,068.08	EMPLOYEE WITHHELD INSURANCE
CUMULUS MEDIA INC	1,500.00	NEW YEARS EVE ADS, AQUATICS
DE LAGE LANDEN	768.00	
DELL MARKETING	89.99	
DELTA DENTAL	16,749.53	EMPLOYEE DENTAL INSURANCE 2 MONTHS
DEVORE, ANGELA MONIQUE	310.00	INTERPRETER PD
DONS AUTO CLINIC	894.07	VEHICLE REPAIRS AND MAINTENANCE
DUES AND MEMBERSHIPS	985.00	PW 910 FIRE 75
EDIBLE ARRANGEMENTS	41.64	AQ BDAY PARTIES
ELITE K-9	681.43	
EXPRESS SERVICES	1,887.88	PW TEMP STAFFING
FEDERAL EXPRESS	147.35	
FITNESS CONCEPTS	4,940.00	EXERCISE EQUIPMENT RECREATION CENTER
GENWORTH LIFE INSURANCE COMPANY	346.35	EMPLOYEE WITHHELD INSURANCE
GLOBAL TRAFFIC TECHNOLOGIES	995.00	
HOME DEPOT CREDIT SERVICES	412.79	MISC SUPPLIES FOR REPAIRS AND MAINTENANCE OF FACILITIES
IWORQ SYSTEMS	3,220.00	SOFTWARE FOR PERMIT TRACKING ETC BUILDING AND PLANNING
KEY RISK INSURANCE	72,323.94	WORKERS COMP INSURANCE 2 MONTHS
KM INTERNATIONAL	182.49	
LINKOUS, CHELISTA	240.00	
LUCK STONE CORPORATION	1,160.90	FOR HARKRADER FIELDS
LUMOS NETWORKS INC	975.27	
MEADE TRACTOR	80.00	
MONTGOMERY REGIONAL SOLID WASTE AUTHORITY	64,423.89	SOLID WASTE DISPOSAL TIPPING FEES DEC AND JANUARY
MONTION PICTURE LICENSING CORP	595.24	
NEW RIVER VALLEY PIZZA LLC	367.43	AQUATICS BDAY PARTIES
NORTHERN TOOL &EQUIPMENT	179.99	
NRV REGIONAL WATER AUTHORITY	445,440.52	OCT- DEC WATER USAGE FROM AUTHORITY
OTIS ELEVATOR	996.06	
PITNEY BOWES	220.94	
PETTY CASH	67.53	
PICTOMETRY	8,223.94	GIS IMAGERY SOFTWARE
PREFERRED COMMUNICATIONS	7,644.44	
POST MASTER	450.00	MAIL PERMITS FOR PRESORT
PYROTECNICO	5,500.00	DEPOSIT 4TH OF JULY CELEBRATION
R.E. MICHAEL	55.35	
REFUND CONSTRUCTION BOND	12,095.88	
REFUND BUSINESS LICENSE	31,896.52	
REFUND EMS THIRD PARTY	1,095.29	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	JANUARY AND FEBRUARY	
VENDOR	AMOUNT PAID	DESCRIPTION
REFUND FEES REC DEPT	3,680.00	
REFUND SEWER COST	458.00	
REFUND TAXES	2,577.59	
REFUND WATER	887.01	
REIMBURSEMENTS EMPLOYEES	1,507.74	WORK BOOT ALLOWANCE 1441.64 AQ 66.10
RUBY TUESDAY	845.77	RESCUE DONATION FUNDS
ROANOKE TIMES	1,485.74	
SALEM STONE	1,287.98	STONE & GRAVEL JAN
SAMS CLUB	322.93	
SCHOOLS	5,515.00	REC 40 ENGINEERING 1650.fin 225 rescue 3600
SCHNEIDER ELECTRIC	296.00	
SELECTIVE INSURANCE	56,508.00	INSURANCE TOWN 2 MONTHS
SHELOR MOTOR MILE	432.05	
SHENANDOAH VALLEY WATER	156.05	
SHENTEL	531.93	
SISSON & RYAN LLC	13,871.96	SAND GRAVEL FOR STREET/WATER PROJECTS
SOUTH EASTERN SECURITY CONSULTANTS	405.00	
SOUTHERN REFRIDGERATION CORP	419.06	
SPIRIT SERVICES INC	198.80	
SPRINT	238.16	
STAND ENERGY	12,992.66	NATURAL GAS AQUATIC CENTER 2 MONTHS
SUPER SHOES	309.97	
T&J TACTICAL	545.00	
TRACTOR SUPPLY	423.82	
TRAVEL	2,197.13	PW 76.80 PD 496 FINANCE 222.56 ENG 557.47 BLD 38.30 AQ 309.67 FIRE 437.58 HR 58.75
TREASURER MONTGOMERY COUNTY	4.55	
TREASURER OF VIRGINIA	1,638.77	1358.99 FEE LEVY BLDING 45 NOTARY RENEWAL 220 DMV STOPS 14.78 sales tax
US CELLULAR	965.54	
US BANK	363,608.23	LOAN PAYMENT WWTP
VIRGINIA ASSOCIATION OF VOLUNTEER RESCUE SQUADS	225.00	
VERIZON	5,810.40	PHONE BILLS
VERIZON WIRELESS	5,545.94	
VIRGINIA ASSOCIATION OF COUNTIES	699.93	
VIRGINIA MEDIA INC	312.00	NOTICES OF PUBLIC HEARINGS, BIDS, JOB POSTINGS
VIRGINIA RETIREMENT SYSTEM	139,629.79	EMPLOYEE RETIREMENT
VOLSAP	1,710.00	FIRE DEPT RETIREMENT
WEST PUBLISHING CORP	224.40	
<b>TOTAL SPECIAL REVENUE BILLS PAID</b>	<b>13,893.64</b>	
<b>TOTAL PAID BILLS</b>	<b>1,655,469.42</b>	
<b>BILLS TO BE PAID</b>	<b>1,295,579.48</b>	
<b>GRAND TOTAL</b>	<b>2,964,942.54</b>	



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

**AGENDA LOCATION:**  
INTRODUCTIONS & PRESENTATIONS

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Presentation on Downtown Christiansburg, Inc.

**DESCRIPTION:**  
David Franusich will be presenting on Downtown Christiansburg, Inc.

**POTENTIAL ACTION:**

**PRESENTER:**  
David Franusich, Representative of Downtown Christiansburg, Inc.

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**



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

**AGENDA LOCATION:**

INTRODUCTIONS & PRESENTATIONS

**Meeting Date:**

FEBRUARY 28, 2017

**ITEM TITLE:**

Presentation on The Big Event 2017

**DESCRIPTION:**

Karen Blair will be presenting on The Big Event 2017.

**POTENTIAL ACTION:**

**PRESENTER:**

Karen Blair, Co-Director of External Relations, VT

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**



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

**AGENDA LOCATION:**  
INTRODUCTIONS & PRESENTATIONS

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Bikeway/Walkway Committee 2016 Annual Report

**DESCRIPTION:**  
Attached is the annual report provided by the Bikeway Walkway Committee. The purpose of the report is to brief Town Council and the public on relevant Town projects over the past year that improve opportunities for safe and enjoyable walking and biking experiences throughout Town. As you may recall from last year, Dr. Pamela Ray presented the annual report. This year, Ashley Briggs--Bikeway/Walkway Committee Member--will present on behalf of the committee.

**POTENTIAL ACTION:**  
For Review only. No Action Required.

**PRESENTER:**  
Ashley Briggs, Member, Bikeway/Walkway Committee

**ITEM HISTORY:**  
Reviewed by the Bikeway/Walkway Committee on December 2, 2016 and finalized on February 3, 2017.

**ATTACHMENT:** 2016 Bikeway/Walkway Committee Annual Report



**Bikeway/Walkway Committee**  
**2016 Annual Report**

## **Town Officials**

D. Michael Barber, Mayor  
Henry D. Showalter, Vice-Mayor  
Samuel M. Bishop, Councilmember  
Harry Collins, Councilmember  
R. Cordell Hall, Councilmember  
Steve H. Huppert, Councilmember  
Bradford J. “Brad” Stipes, Councilmember

## **Committee Members**

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Town Councilman representative	Brad Stipes
Committee Chairperson, citizen representative	Dr. Susan Willis
Planning Commissioner representative (January – October)	Joe Powers
NRV Health District representative	Dr. Pamela Ray
Citizen representative	Ashley Briggs
Citizen representative	Dan Maderic
Citizen representative	Logan Wallace

## **Administrative Personnel**

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Town Manager (January – June)	Barry D. Helms
Director of Parks and Recreation	Brad Epperley
Director of Planning	Andrew Warren
Director of Public Relations	Melissa Powell
Assistant Director of Engineering	Todd Walters
Director of Public Works	James Lancianese
Senior Planner	Sara Morgan

The Christiansburg Bikeway/Walkway Committee is made up of a combination of staff, citizen representatives, Planning Commission members and Town Council members. The committee looks at potential connections to existing bike and pedestrian facilities, as well as improvements to existing facilities. The following table details projects completed in the past year as well as in progress, ongoing, and future projects developed by the committee.

COMPLETED PROJECTS		
Title	Location	Funding Source
Trail Study	Multiple locations	Bikeway Walkway Budget
Wayfinding Signage	Huckleberry Trail	General Funds
Updating Cyclist Information signs	Mud Pike and Ellett Road	General Funds
Cyclist Information flyer boxes added to signage	Mud Pike and Ellett Road	General Funds
Bike Rodeo	Farmers Market	NRV Health District
Sidewalk Replacement	Depot Street NW from North Franklin Street to West Main Street	VDOT Revenue Sharing
Comprehensive Plan Amendments	Create Urban Development Areas (UDAs)	UDA Technical Assistance Grant Program

PROJECTS IN PROGRESS		
Title	Location	Funding Source
Google Mapping	Huckleberry Trail (regional effort)	Pursuing application at no cost
Downtown Enhancement Project	Main Street and Pepper Street	Transportation Alternatives
Creation of John Lemley Park	John Lemley Lane	Sweepstakes through Play Design and Play World
Recreation Amenity Sponsorship Outreach	Huckleberry Trail and Town parks	No cost
Tree plantings	Huckleberry Trail	NRCC, Corning, Friend of the Huckleberry and TOC
Mile Markers	Huckleberry Trail from Christiansburg Recreation Center to Blacksburg Library	Friends of the Huckleberry
Huckleberry Trail logo signage	Christiansburg portion of the Huckleberry Trail	Friends of the Huckleberry
Pedestrian Connection	Circle Drive to the NRV Health District	General Funds
Natural Trail	Diamond Hills Park	Associated with stream restoration project
Sidewalks	Park Street	HUD Community Development Block Grant and VDOT Revenue Sharing

ONGOING PROJECTS		
Title	Location	Funding Source
Snow Removal	Huckleberry Trail	General Funds
Huckleberry Trail Extension	Continuation to Food Lion and Christiansburg High School	VDOT Revenue Sharing and Transportation Alternatives

FUTURE PROJECTS		
Title	Location	Funding Source
Bike Share program with Virginia Tech	To be determined	To be determined
Sidewalks	Along Roanoke from Gateway Plaza Shopping Center to east of the 460 By-pass. This project is being studied as part of the Falling Branch Intersection project and the ramp traffic signal study.	To be determined
Sidewalk Infill	Ponderosa Drive	To be determined
Repaving and maintenance	Existing trails	General Funds
Implementation of the 8 Trail Study projects	Multiple locations - See details below	To be determined
(1) Trail Connection for the Crab Creek Greenway	Connecting the Recreation Center to Roanoke Street along Cambria Street NE and Depot Street NE	To be determined
(2) Trail Connection to Huckleberry Trail	Connecting the existing Huckleberry Trail to Sleepy Hollow Road via Cambria Street NW	To be determined
(3) Huckleberry Trail Extension	Connecting Christiansburg High School to Aquatic Center along both sides of North Franklin Street	To be determined
(4) Trail Connection to Huckleberry Trail	Connecting North Franklin Street to Gold Leaf Drive via Independence Boulevard NW	To be determined
(5) Huckleberry Trail Extension	Connecting Aquatic Center to Depot Street Park	Transportation Alternatives
(6) Trail Connection	Connecting Aquatic Center to Cambria Depot via Mill Lane NE and Depot Street NE	To be determined
(7) Sidewalk Infill	South side of Roanoke Street from Robert Street to Reading Road	VDOT Revenue Sharing
(8) Sidewalk Infill	Arbor Drive NE	VDOT Revenue Sharing



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

**AGENDA LOCATION:**  
INTRODUCTIONS & PRESENTATIONS

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Presentation on the results of the NRV Regional Broadband Survey

**DESCRIPTION:**  
Kevin Byrd to present on the results of the NRV Regional Broadband Survey.

**POTENTIAL ACTION:**

**PRESENTER:**  
Kevin Byrd, Executive Director of NRV Regional Commission

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**



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

**AGENDA LOCATION:**

**Meeting Date:**  
February 28, 2017

**ITEM TITLE:**

NRV Regional Water Authority Mutual Aid Agreement

**DESCRIPTION:**

This Agreement establishes the procedure by which the Water Authority Members and the Montgomery County Public Service Authority (MCPSA) provide assistance to the Water Authority when repairs and maintenance of the Authority's infrastructure is needed. The attached map identifies the responsibilities assigned to each Water Authority water main and water meter. The Members and the MCPSA can be reimbursed for costs incurred as a result of providing assistance.

**POTENTIAL ACTION:**

**DEPARTMENT:**

Engineering

**PRESENTER:**

Wayne Nelson

**ITEM HISTORY:**

Historically Water Authority Members have always provided assistance to the Water Authority when needed. This was done without question and rarely, if ever, was reimbursement requested for the costs incurred. After the Joiner Agreement became effective, the Water Authority Director, Caleb Taylor, brought this situation to the Board's attention and requested a Mutual Aid Agreement be established. Previously, Water Authority water mains located within the County were maintained by the two towns. Now that Montgomery County is part of the Authority, Mr. Taylor felt this agreement was needed to establish maintenance assistance responsibilities in order to be fair to all Members. This Agreement also serves to more accurately document the operational and maintenance costs associated with the Authority's infrastructure.

**Date:**

**Action Taken:**

**Information Provided:**

Mutual Aid Agreement

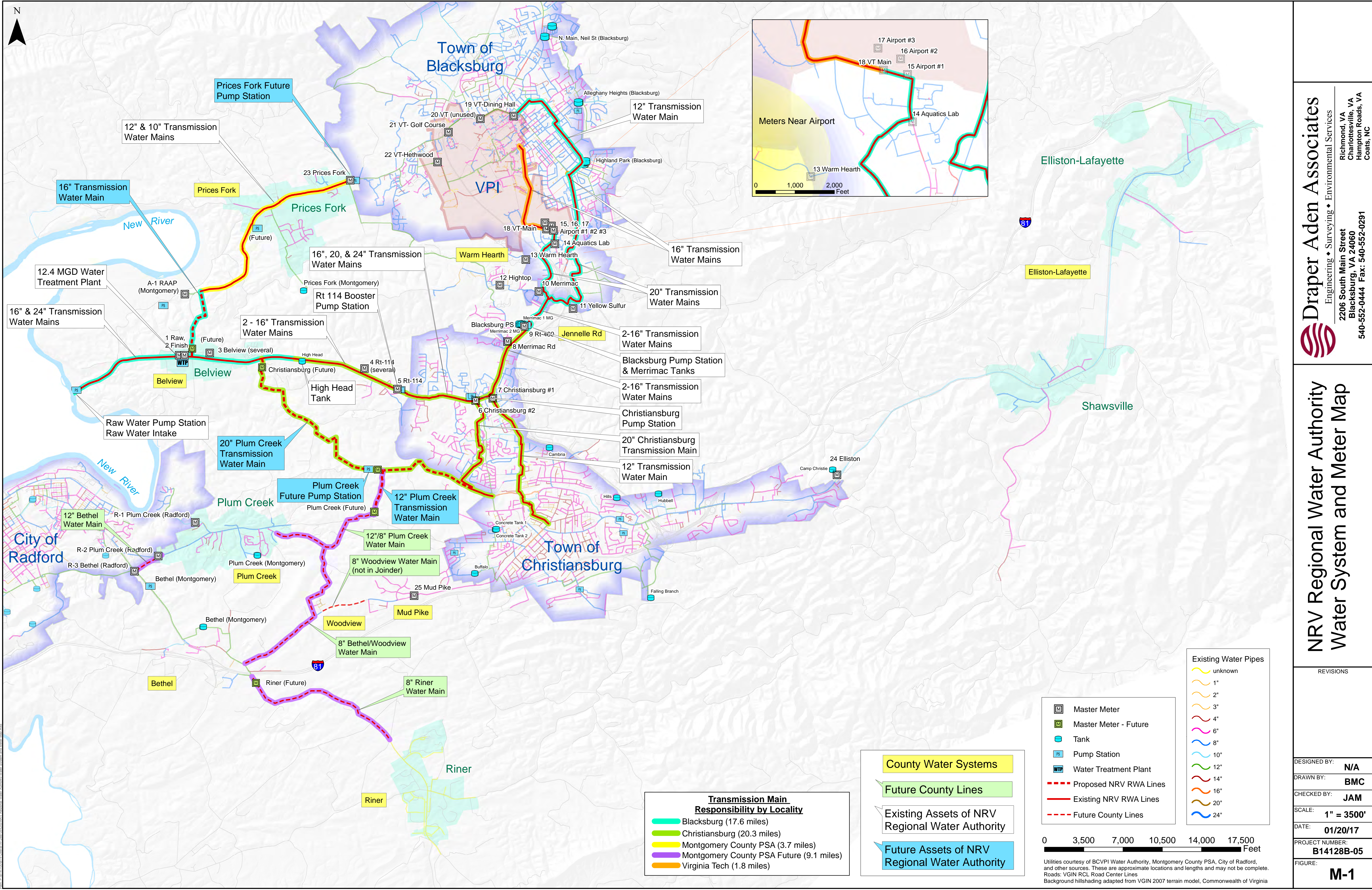
Map of Water Authority Infrastructure Maintenance Responsibilities

**Date:**

**Action Taken:**

**Information Provided:**









**NRV REGIONAL WATER AUTHORITY  
MUTUAL AID AGREEMENT**

**THIS MUTUAL AID AGREEMENT** (this "Agreement") is made and entered into by and among the Town of Blacksburg, Virginia, Town of Christiansburg, Virginia, Montgomery County, Virginia, and Virginia Polytechnic Institute and State University, all Members of the NRV Regional Water Authority ("Members"), the Montgomery County Public Service Authority ("MCPSA"), and the NRV Regional Water Authority ("Authority").

**WITNESSETH**

**WHEREAS**, Members, the MCPSA, and the Authority are public entities and each has certain equipment and personnel under its management and control; and

**WHEREAS**, each Member and the MCPSA desire to make its equipment and personnel available to assist the Authority in the event of a disruption ("Utility Event") in the Authority's water supply infrastructure ("Infrastructure") that would impair the Authority's ability to provide water service to one or more Members or the MCPSA; and

**WHEREAS**, Members and the MCPSA acknowledge and agree that assisting with the repair and/or maintenance of the Infrastructure is in the public interest; and

**WHEREAS**, Members and the MCPSA have historically maintained certain portions of the Infrastructure and desire to memorialize their agreement and responsibilities for identified segments of the Infrastructure as set forth on the map titled, "NRV Regional Water Authority, Water System and Meter Map," dated January 20, 2017 ("Map"), attached hereto as "Exhibit A" and incorporated by reference herein;

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, the parties agree as follows:

**SECTION 1 – AUTHORITY INFRASTRUCTURE MAINTENANCE**

a. In the event of a Utility Event affecting the Infrastructure which impairs the

Authority's ability to serve one or more Members, the MCPSA, or the public with water service, each Member and the MCPSA agree to repair and/or maintain the Infrastructure designated as its responsibility as set forth on the Map. If any permits are required for the repair work or maintenance then it shall be the responsibility of the responding Member or the MCPSA to obtain the permits.

- b. Each Member's or MCPSA's obligation hereunder shall be expressly contingent upon the manpower and equipment available, as determined by the Member or the MCPSA in its absolute and sole discretion. In the event that the Member or the MCPSA is unable to respond to the Utility Event, the Member or MCPSA shall immediately notify the Authority so that the Authority may seek assistance from another Member or the MCPSA as appropriate.
- c. It is agreed by the parties hereto that protection, maintenance, and repair of each Member's or the MCPSA's systems and facilities will receive priority in responding to any request for mutual aid assistance. However, Members and the MCPSA agree to the maximum extent possible to cooperate with each other and the Authority to repair/maintain the Infrastructure in order to restore water service as quickly as possible.
- d. Each Member and the MCPSA also acknowledges and agrees that the Authority is not responsible for maintenance or repair of each Member's or the MCPSA's system. Each Member's and the MCPSA's system includes, but is not necessarily limited to, its water distribution lines connected to the Authority's transmission lines and the individual service lines located within the Member's or the MCPSA's easements that are connected to the Authority's transmission lines.

## **SECTION 2 – REIMBURSEMENT FOR MAINTENANCE BY AUTHORITY**

Members and the MCPSA may seek reimbursement from the Authority for all actual costs incurred by the affected Member or the MCPSA for labor, equipment, and materials related to repair and maintenance of the Infrastructure, including any permit fees. If in an emergency, a Member or the MCPSA has to use materials from its inventory for the work, the Authority agrees to replace or reimburse the Member or the MCPSA for the materials. The request for reimbursement shall be set forth in a detailed invoice provided to the Authority

which includes the identification of personnel assigned, dates and hours worked, hourly billing rate, and the cost of materials and equipment used in responding to the Utility Event. The Authority shall not be responsible for the direct payment of salary or wages to any officer or employee of the responding Member or the MCPSA.

### **SECTION 3 - ASSISTANCE REQUEST**

When the Authority is affected by a Utility Event, it may request assistance by telephone call to the Member's or the MCPSA's Authorized Representative and then following up with an email request for documentation purposes. The Authority shall first request assistance from the Member or the MCPSA identified on the Map as responsible for the affected Infrastructure. If that Member or the MCPSA does not have the resources available to respond to the Utility Event in a timely manner, the Authority may seek assistance from other Members.

### **SECTION 4 - RESPONSE**

After a Member or the MCPSA receives a request for assistance from the Authority, its Authorized Representative shall confirm as soon as practicable whether resources are available to assist. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member or the MCPSA shall retain absolute discretion in making the determination whether it has the ability to respond. If the Member or the MCPSA is able to provide assistance, the Member's or MCPSA's Authorized Representative shall respond to the Authority via email with the type of available resources and the approximate arrival time for the assistance provided.

### **SECTION 5 - AUTHORIZED REPRESENTATIVES**

Upon execution of this Agreement, each Member and the MCPSA shall designate one or more Authorized Representatives authorized to act on its behalf in responding to a request for assistance from the Authority. Members and the MCPSA shall provide to the Authority the name(s), title(s), email address(es), and telephone number(s) for each Authorized Representative. Each Member and the MCPSA shall notify the Authority whenever an Authorized Representative(s) is no longer authorized to act on its behalf and

whenever it designates a new or additional Authorized Representative. If a Member or the MCPSA designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member or the MCPSA in agreeing to provide assistance under this Agreement.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

### **6.1 INSURANCE AND INDEMNIFICATION**

The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes, and when acting hereunder, the parties and their officers, agents, and employees shall be entitled to all of the immunities from liability provided by statutory and common law and personnel shall have all of the same pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their regular job duties. Each party to this Agreement shall maintain in full force and effect its usual workers' compensation insurance, automobile, and general liability insurance without cost to the other parties, which covers the party and personnel involved in a response to a Utility Event. Without waiving any defenses it may have, a party responding to a Utility Event shall hold the Authority harmless for the negligent acts or omissions of its employees and agents that occur during or as a result of the party's response to the Utility Event.

### **6.2 STATUS OF PERSONNEL WHILE RESPONDING TO UTILITY EVENT**

No provision of this Agreement and no action taken or personnel, equipment, or material furnished pursuant to this Agreement shall be construed in a manner that would make the employees or agents of any Member or the MCPSA, the employees or agents of the Authority. Employees and Agents of Members or the MCPSA shall not be deemed employees of the Authority for any purpose. Members and the MCPSA shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services provided under this Agreement.

### **6.3 EFFECTIVE DATE**

This Agreement shall be effective as of the date all parties have executed this Agreement and shall continue in force until terminated by consent of all the parties. Notwithstanding the foregoing, any party may terminate its participation in the Agreement upon sixty (60) days written notice of termination to the remaining parties. Termination by a

party shall not affect the rights and obligations of any of the remaining parties under this Agreement.

#### **6.4 MODIFICATION OF THIS AGREEMENT**

This Agreement may be modified upon agreement of the parties in writing.

#### **6.5 INTERPRETATION**

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

#### **6.6 SEVERABILITY**

Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

#### **6.7 ASSIGNMENT**

This Agreement shall not be assigned or transferred by any party.

#### **6.8 NO THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties hereto and shall not confer any rights or benefits on any other person or entity.

#### **6.9 COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that a copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

#### **6.10 AUTHORIZATION OF SIGNATURE**

The parties hereto represent and warrant that the execution of this Agreement is made by an individual authorized to do so by its governing body.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed on their behalf.

[SIGNATURE PAGES TO FOLLOW]

**I HEREBY CERTIFY** that the foregoing Agreement was duly executed pursuant to the authorization of the Board of Directors of the NRV Regional Water Authority, at a regular meeting thereof, held on the 25<sup>th</sup> day of January, 2017.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sherwood G. Wilson, Chairman

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory D. Boardman, Secretary

**I HEREBY CERTIFY** that the foregoing Agreement was duly executed pursuant to the authorization of the Town Council of the Town of Blacksburg, Virginia, at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ron Rordam, Mayor

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Lawrence S. Spencer, Town Attorney

**I HEREBY CERTIFY** that the foregoing Agreement was duly executed pursuant to the authorization of the Town Council of the Town of Christiansburg, Virginia, at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_ Date: \_\_\_\_\_

D. Michael Barber, Mayor

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Theresa J. Fontana, Town Attorney



**I HEREBY CERTIFY** that the foregoing Agreement was duly executed pursuant to the authorization of the Board of Supervisors of Montgomery County, Virginia, at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chris A. Tuck, Chairman

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Martin M. McMahon, County Attorney

**I HEREBY CERTIFY** that the foregoing Agreement was duly executed pursuant to the authorization of the Virginia Polytechnic Institute and State University.

By: \_\_\_\_\_ Date: \_\_\_\_\_

M. Dwight Shelton, Vice President for Finance and Chief Financial Officer

Attest:

**I HEREBY CERTIFY** that the foregoing Agreement was duly executed pursuant to the authorization of the Board of the Montgomery County Public Service Authority, at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Todd King, Chair

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mary W. Biggs, Secretary



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

**AGENDA LOCATION:**

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**

College Street Basin Sanitary Sewer Rehabilitation Engineering Contract

**DESCRIPTION:**

The proposed Contract is between the Town and CHA Consulting for Professional Services for the College Street Sanitary Sewer Rehabilitation and Replacement Project. This Contract includes four phases that were identified in a Technical Memorandum prepared by CHA Consulting and an additional phase that will replace the sanitary sewer along Montague Street that is prone to blockages.

**POTENTIAL ACTION:**

**DEPARTMENT:**

Engineering

**PRESENTER:**

**ITEM HISTORY:**

The Town entered into a Letter of Agreement with the Virginia Department of Environmental Quality committing the Town to completing the design work identified in the Technical Memorandum by the end of June 2017. CHA Consulting has demonstrated that they are capable of meeting this deadline. Design Phase Services are fully funded in the Town's FY17 Budget.

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**

## **TOWN OF CHRISTIANSEBURG**

This Contract ("Contract") is made this 7<sup>th</sup> day of February 2017, by and between the **TOWN OF CHRISTIANSEBURG, VIRGINIA**, 100 East Main Street, Christiansburg, VA 24073 (hereinafter referred to as "Town"), and CHA Consulting, Inc. (hereinafter referred to as "Engineer").

### **RECITALS**

For and in consideration of the agreements and covenants set forth herein, the parties agree as follows:

### **PROJECT COORDINATOR**

As used herein the Town Project Coordinator shall mean Jessie Nester, P.E., who can be contacted at the addresses and phone number listed below.

As used herein the Engineer Project Coordinator shall mean Douglas Hudgins, P.E., who can be contacted at the addresses and phone number listed below.

### **NOTICES**

Town Project Coordinator:

Jessie Nester, P.E.  
Assistant Director of Engineering  
Town of Christiansburg  
100 East Main Street  
Christiansburg, VA 24073

Consultant Project Coordinator:

Douglas Hudgins, P.E.  
Vice President  
CHA Consulting, Inc.  
1901 Innovation Drive, Suite 2100  
Blacksburg, VA 24060

## **SECTION 1: DESCRIPTION OF SERVICES**

The Scope of Services for this Contract shall be as set forth in CHA Consulting, Inc.'s proposal, included herein as Exhibit A, further described in Exhibit B.

## **SECTION 2: TIME OF PERFORMANCE**

The Contract period shall commence on February 7, 2017 and terminate on June 30, 2021. The anticipated project schedule is included as Exhibit B.

### **SECTION 3: COMPENSATION**

The total amount to be paid by the Town to the Engineer for the work set forth in the Scope of Services is \$345,000.00 as further outlined in the Schedule, included herein as Exhibit B, and the Fee Breakdown Summary, included herein as Exhibit B. All reimbursable costs for printing, travel, mailings, etc. are included in the lump sum costs.

Invoices for services shall be submitted by the 5<sup>th</sup> 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 the 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 as listed above.

### **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 Sanitary Sewer Rehabilitation and Replacement Project – College Street Basin TOC #02086 and dated September 22, 2016 including the Town's General Terms and Conditions (attached hereto as Exhibit C) and the Engineer's Proposal (Exhibit A) and specifications for the Project (Exhibits A through C). 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.

CHA CONSULTING, INC.:

TOWN OF CHRISTIANBURG:

By: Richard D. Lawrence

By: \_\_\_\_\_

Title: SENIOR VICE PRESIDENT

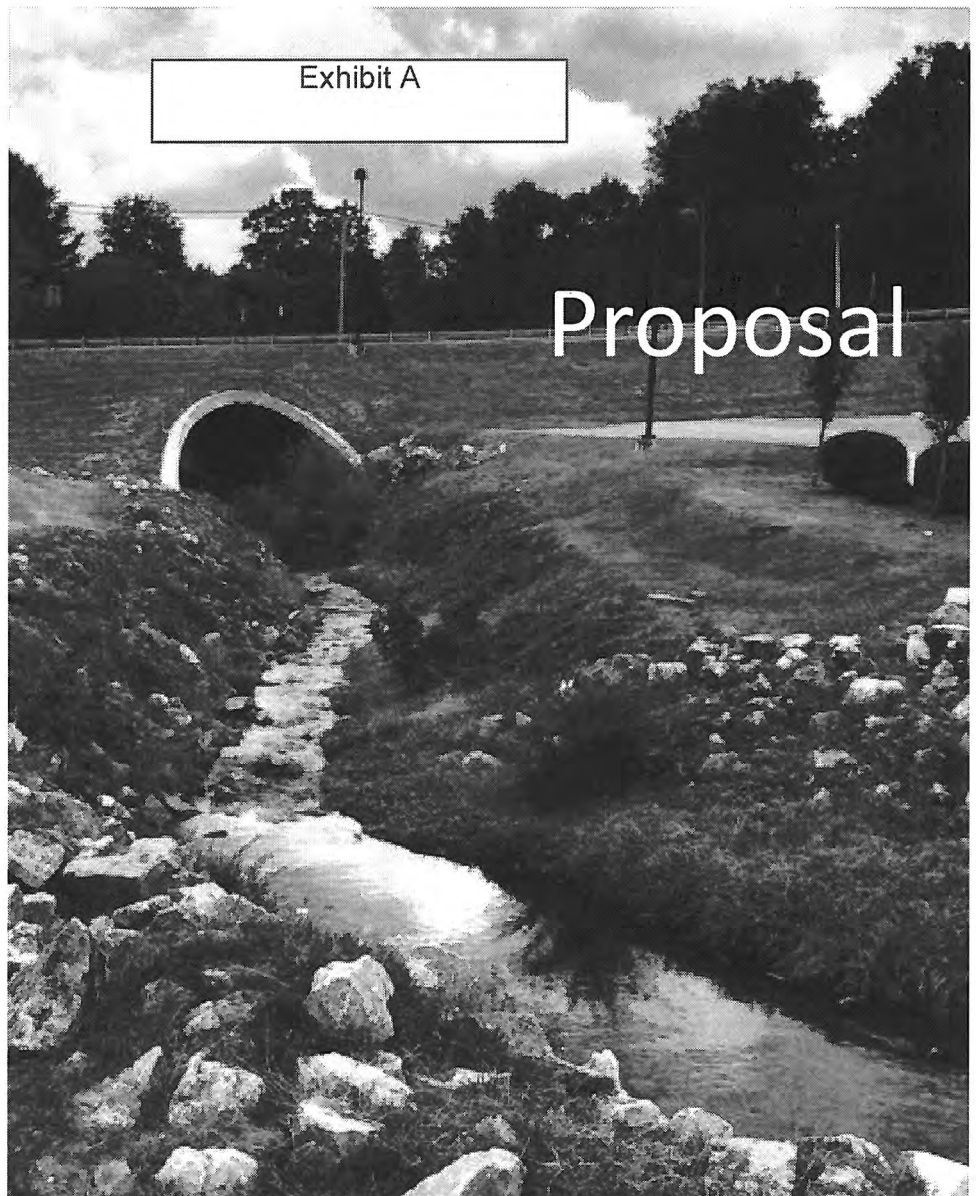
Title: \_\_\_\_\_

Date: 2/16/17

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney



**Sanitary Sewer and Rehabilitation and  
Replacement Project**

**College Street Basin TOC # 02086**

**RFP # ENG-17-0003**

**Town of Christiansburg, VA**

September 22, 2016





September 22, 2016

Ronda London, Purchasing Coordinator  
Town of Christiansburg, Finance Department  
100 East Main Street  
Christiansburg, VA 24073

Re: **Proposal for Professional Services - Sanitary Sewer and Rehabilitation and Replacement Project**  
**College Street Basin TOC # 02086, RFP # ENG-17-0003**  
**CHA Proposal No. X48763-P1**

Dear Ms. London:

CHA Consulting, Inc. (CHA) is pleased to submit this proposal to provide comprehensive engineering services for the Sanitary Sewer and Rehabilitation and Replacement Project - College Street Basin TOC# 02086 for the Town of Christiansburg. Our proposal provides a summary of our knowledge of the proposed projects, our extensive sanitary sewer replacement and rehabilitation design experience, our firm's background, and demonstrates our qualifications and our commitment to providing these services in a timely manner. CHA has a dedicated sanitary sewer design team and has successfully delivered proven I&I reduction results and sanitary sewer overflow (SSO) reduction over the past three decades and will provide timely and cost-effective service from our Blacksburg, VA office.

Our team, under the direction of Mr. Douglas B. Hudgins, PE as the project manager, will provide both quality engineering and timely service. In reviewing our proposal, we invite your attention to the following key aspects of our proposal:

**Experienced Project Manager:** Mr. Hudgins has over 22 years of experience in planning, designing, and implementing wastewater collection and treatment systems. Mr. Hudgins was the project manager for the technical memorandum that recommended the proposed projects. He has also managed almost identical sanitary sewer replacement projects for the WVWA, City of Salem, City of Galax, Town of Purcellville, Town of Abingdon, and the Town of Rich Creek.

**Knowledgeable:** The staff assigned to this project are true leaders in their field. Our team has worked together on similar projects and understand the complexities of sanitary sewer design and construction in developed areas. More specifically, we also have developed the sanitary sewer model and will utilize it to assist with the design to save money.

**Responsive:** CHA takes our responsibility very seriously to quickly and fully respond to your needs and understands it is the cornerstone of a relationship. This project will be managed and staffed by our Blacksburg office. Our staff in Blacksburg have been responsible for implementing all of our wastewater projects in Virginia including past Town projects. We also understand and assisted in the negotiations of the Letter of Agreement (LOA) with the VDEQ and will meet the deadlines required by the LOA.

**Cost-efficient:** Our past experience on sanitary sewer improvements, replacements and I&I abatement projects, our determination to provide value-added services and our understanding of your project all mean we will be able to manage and control project costs.

We appreciate the opportunity to submit our proposal for the Town's consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "T B Hudgins", with a stylized flourish at the end.

Douglas B. Hudgins  
Associate Vice President

# Table of Contents

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**Part 2: Project Team and Current Workload**

**Part 3: Scope of Work and Schedule**

**Part 4: Project Examples and References**

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- a. Registration/Licensing Documentation**
- b. Resumes**
- c. Exception to the General Terms and Conditions**
- d. General Information Form**

# 1. About CHA

CHA has been working for the Town of Christiansburg since the 1980's and has developed a strong working relationship with the Town. Our Blacksburg office provides water and wastewater engineering serving the region's Towns, Cities and Authorities.

CHA is one of the leading collection system and wet weather flow engineering firms in the Virginia and North Carolina area. CHA has assisted many clients in the design and implementation of sanitary sewer replacements and rehabilitation projects to reduce infiltration and inflow (I/I) as well as reduce sanitary sewer overflows (SSOs).

## Quality Control

CHA will develop a project specific QA/QC Plan to maintain the highest possible standards for technical performance and the accuracy of all design drawings and specifications developed for the project.

As the Project Manager, Doug Hudgins, will be responsible for scheduling the completion of required QA/QC reviews by the QA/QC staff defined in the QA/QC Plan. Our multi-level review process typically works as follows:

- Each team member will be carefully chosen to make sure that all work is initially completed by individuals with the appropriate expertise, and these individuals will be required to review their own work
- Mr. Hudgins, will provide a second review for each work task or deliverable
- Mr. Hudgins will subsequently forward his initial review and the project documents to the QA/QC Manager, Stevie Steele, for an independent technical review including project constructability
- Following independent review, the documents (with all comments) will be returned to the design team and corrected prior to a second review by Mr. Steele to ensure compliance.

Only documents that have been fully reviewed in accordance with these procedures will be issued to the Town for final review and approval. Our quality control procedures for these sanitary sewer replacements have resulted in a deduct final change order in all of our projects managed by Doug Hudgins.

## Financial Responsibility

CHA has provided high quality professional services for its clients for more than 60 years. The firm has throughout its history enjoyed steady growth in revenues and has expanded its business operations throughout the United States -- CHA is now among the 100 largest design engineering firms in the nation and is well-positioned to thrive as an industry leader for many years to come. CHA takes financial responsibility very seriously and understands the importance of maintaining adequate professional liability insurance for the protection of CHA and our clients. CHA currently maintains professional liability insurance with limits of \$10,000,000 per claim/\$20,000,000 annual aggregate.

## Commitment to Handling Errors and Omissions

CHA is a large professional engineering firm that performs thousands of projects each year. For a firm of its size and diversity, CHA involvement in claims of errors or omissions is remarkably infrequent, due chiefly to its competent and well-trained staff and its rigorous and comprehensive Technical Excellence program. To date, our proposed CHA project team has not had a claim on any project and we intend to keep it that way. Inevitably, project issues can and sometimes do arise, and on those occasions CHA's project manager and, where appropriate, senior management, work with the client to find an acceptable resolution. Furthermore, for the protection of CHA and its clients, CHA always maintains a comprehensive insurance program which includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against CHA.



## 2. Proposed Project Team and Workload



**Douglas B. Hudgins, PE, Project Manager:** Mr. Hudgins is a licensed Professional Engineer with over 22 years of experience in planning, designing, and implementing wastewater collection and treatment systems. He has been the project manager on all of the sanitary sewer replacement and rehabilitation projects for our clients in Virginia since 2004.



**Stephen Steele, PE, QA/QC:** Mr. Steele will provide QA/QC for this project. Mr. Steele is a highly skilled professional with 19 years of experience in the design and construction of waterline and sanitary sewer replacement projects.



**Bradley Rowe, Project Engineer:** Brad will serve as our sanitary sewer replacement & rehabilitation project engineer. Mr. Rowe has over 14 years of experience in survey, engineering design, project coordination, and CADD management in the civil engineering field. He has designed similar projects for the WVWA, the Town of Abingdon, and Bland County.



**Doug Urquhart, PE, Sanitary Sewer Modeling:** Doug will serve as the sanitary sewer modeler and will work with Brad Rowe to ensure that the final design is the most cost effective final layout and will convey the required two-year recurrence interval flow.



**Eric Price, Field Manager:** Eric will serve as the Field Manager for all condition assessments and field investigations. He will review any CCTV inspections provided by the Town along the proposed existing sewer alignment. Eric is PACP and MACP certified.



**Lawrence Hoffman, Permitting Support:** Lawrence assists our engineering team in securing any permits required for the project including any stream crossing permits.



**Ron Sutphin, Inspection:** Mr. Sutphin has over 24 years of construction inspection experience for utility projects. He has provided project inspection at the Town's WWTP and for a waterline project near the proposed lower end of this project.



**Dale Byer, PLS, Survey:** Mr. Byer from Byer, Bennet and Associates will perform the required field survey. Dale has over 30 years of land surveying experience. He is a licensed surveyor in both Virginia and West Virginia, and has provided similar survey and easement services for numerous utility projects for CHA.

### Workload

CHA has the ability to complete the work on this project simultaneously with other client commitments. Our proposed project team has the availability to complete the proposed design project in accordance with the schedule outlined in our proposal. By submitting this proposal CHA commits to meet the milestones identified in our project schedule.



Byer, Bennett & Associates P.L.C.

### 3. Scope of Work and Schedule

#### Project Understanding

Our firm has a thorough and comprehensive understanding of the scope of work because we developed the technical memorandum that proposed the four projects for the Town. We have assisted the Town with the sanitary sewer overflow issues in the College Street sewer basin since 2011 with the initial sewer system evaluation survey that was performed primarily with Town staff with training from CHA. We assisted with meeting the requirements of the initial Letter of Agreement (LOA) with the VDEQ and the initial work with watertight manhole frame/covers and manhole rehabilitation. This work reduced the peak flows by approximately 17% with minimal expense. We also have developed the dynamic hydraulic model that proposed these four projects and are the only firm that can utilize this model without significant man hour effort during the design process to maximize the hydraulic capacity and minimize the capital cost.

We understand that we will need a comprehensive field survey of the proposed alignment with great detail given to understanding the location of existing utilities. We will focus on trenchless pipe replacement via bursting at those locations where practical to minimize the surface restoration and decrease construction times. We also understand that to stay on schedule, we would propose to quickly finalize the pipe size and alignment in order to submit any required railroad permits or stream crossing permits since these are long lead time items (typically 3 months) and could delay the advertisement of the project. Since this area is through a developed corridor, we will also pay particular attention to the traffic control plan to ensure that impacts to vehicular traffic are minimized while at the same time being conscientious to the potential cost impacts. At each phase of the design, we plan to utilize the hydraulic model to minimize cost while ensuring that we comply with the sanitary sewer reduction goals of the project.

Upon advertisement and ultimate construction, our team will keep the Town staff involved in the project as it progresses but our approach will minimize the time commitment from Town staff. Our inspection services, led by Ron Sutphin, will ensure that resident complaints are kept to a minimum and the contractor builds the Town a quality project that will last decades if not longer. We also stand ready to assist the Town with future infiltration and inflow reduction measures in the College Street basin to reduce the peak wet weather flows to the downstream infrastructure and wastewater treatment plant.

## Project Schedule

Our proposed project schedule is listed in the table below and is based on a November 1, 2016 notice to proceed. We understand that time is of the essence with respect to this project and the LOA commitment to complete the design of the four projects by June 30, 2017. With that in mind and to aid in potential budgeting for next fiscal year, we plan to target having bids in hand by April 15, 2017. The time critical piece will be securing any required railroad right of entry permit for the work below the Aquatic Center.

Task	Date
Project Kickoff Meeting	November 1, 2016
Field Survey Completed	November 15, 2016
Plan Alignment Layout (50% Drawings)	December 1, 2016
Review 50% Alignment Drawings with the Town	December 8, 2016
Submit Railroad Permit and Stream Crossing Permit	December 9, 2016
Complete 90% Review Plans and Specifications	February 8, 2017
Review 90% Plans and Specifications with the Town	February 22, 2017
Plans and Specifications Ready to Bid	March 1, 2017
Secure Railroad and Stream Crossing Permits	March 10, 2017
Advertise for Bid	March 12, 2017
Open Bids	April 12, 2017



## 4. Project Examples and References

The Project Team in our Blacksburg office is the region's sanitary sewer replacement expert. Our primary design focus has been replacing/rehabilitating sanitary sewer systems to address capacity issues in developed areas. This type of design work is significantly different than designing new sewers in undeveloped areas. A listing of our recent projects that incorporated significant sanitary sewer replacement with both open trench and pipe bursting are listed below.

Sanitary Sewer Replacement Design - Open Cut (OC) and Bursting (B)				
Client/Project	Method	Pipe Size	Pipe Material	LP Length
WVWA, Mudlick Creek Interceptor	OC/B	8"/36"	HPDE/DIP	11,000 LF
WVWA, Shaffer's Crossing Sewer Replacement	OC	18"	PVC/DIP	1,400 LF
WVWA, Interceptor Improvements at Wasena Park	OC	24"/36"/42"	DIP	1,500 LF
WVWA, Albermarle Avenue Sewer Replacement	OC/B	15"	PVC/HDPE	16,000 LF
WVWA, Lower Murray Run Sewer Replacement	OC	8"/24"	PVC	1,800 LF
WVWA, Mill Mountain Sewer Replacement	OC	8"	PVC	5,000 LF
WVWA, Peters Creek Road Rehabilitation	B	15"	HDPE	2,500 LF
BVPISA, Webb Street Interceptor	OC	24"/30"	DIP	4,400 LF
BVPISA, Campus Interceptor	OC	30"	DIP	1,800 LF
Town of Purcellville, Sewer Rehabilitation	B	8"	HDPE	800 LF
Town of Purcellville, Grid Capacity Improvements	OC	12"	PVC	1,200 LF
City of Covington, Phase I Sanitary Sewer Separation	OC/B	10"/12"/18"	PVC/DIP	5,000 LF
City of Covington, Phase II Sanitary Sewer Separation	OC/B	8"-24"	PVC/DIP	13,000 LF
City of Galax, Mill Creek Interceptor	OC	8"	PVC	5,000 LF
City of Galax, Shaw Street Sanitary Sewer Replacements	OC	8"/12"	PVC/DIP	5,400 LF
Town of Abingdon, West Interceptor Replacement	OC	18"	DIP	5,400 LF
Town of Rich Creek, Sanitary Sewer Improvements	OC/B	8"/10"	PVC/DIP	2,400 LF
Town of Blacksburg, Cedar Run Sewer Rehabilitation	B	8"/10"	HDPE	4,600 LF
Town of Blacksburg, Hospital Sewer Rehabilitation	B	8"	HDPE	1,100 LF
City of Salem, 2011 Sanitary Sewer Rehabilitation	B	8"/10"	HDPE	11,500 LF

The following projects highlight some of our recent sanitary sewer experience in Virginia. More details and references for these projects are included on the following pages.

## Western Virginia Water Authority

CHA has designed numerous sanitary sewer replacement projects for the Authority. A few of these projects are summarized below.

Albemarle Avenue Sewer Replacement – rehabilitation and/or replacement of approximately 1,570 LF of 10", 15" and 18" VCP and 24" conc. sewer main. (base bid – replacement, bid alternate to line 200 LF 15" and rehabilitation of 6 manholes in lieu of replacement).

Lower Murray Run Sewer Replacement – replacement of approximately 1,350 LF of 12", 15" and 18" VCP and AC sewer interceptor with new 24" PVC and abandoning approximately 715 LF of 18" VCP sewer (parallel) along the creek. Also included was the construction of a new service lateral collector line consisting of 470 LF of 8" PVC and the reconnection of 15 sewer service laterals.

Mill Mountain Sewer Relocation – construction of approximately 3,800 LF of 8" PVC sewer main and 1,200 LF of 6" PVC sewer service laterals in order to replace an aging 4" sewerline running inside an existing 6" waterline through an inaccessible easement area located within very steep terrain.

Peters Creek Rd. Sewer Rehabilitation – trenchless rehabilitation was utilized to mediate an excessive root and infiltration problem of approximately 2,540 LF of existing 15" HDPE sewer. Approximately 2,310 LF was burst to an 18" pipe and one 230 LF segment of existing 18" sewer was CIPP lined.

FY2013 Sewer Lining Project - CHA was selected to prepare bidding documents for the FY13 Sewer Lining Project. The work generally consisted of 6,600 LF of CIPP lining for 8" and 12" sanitary sewer, inspection with rehabilitation method to be determined for 2,300 LF of 8" sanitary sewer, pipe bursting of approximately 1,300 LF of 8" and 12" sanitary sewer, rehabilitation of approximately 150 sewer manholes, various sewer lateral rehabilitations or replacements, and associated appurtenances.

Shaffers Crossing Sewer Replacement - CHA was hired to provide design and bidding phase services for the replacement of 1,400 linear feet of 12- and 15-inch sewer interceptor that was located in Horton's Branch underneath an active Norfolk Southern rail yard. The design upsized the sewer to 18-inch ductile iron and PVC sewer and located the work in the City of Roanoke's 24th Street. Close coordination during design was required with the Authority, the City of Roanoke, and Norfolk Southern. A detailed maintenance of traffic and control plan was developed to provide consistent bids for traffic control. The project was implemented to reduce I&I as well as eliminate sanitary sewer overflows based upon a two-year recurrence interval.

Mudlick Creek Interceptor - As part of the Western Virginia Water Authority's Special Order by Consent with the VDEQ, CHA was selected to evaluate the Mudlick Creek sewer shed for the Authority. The existing sewer shed suffers from sanitary sewer overflows during periods of heavy rainfall due to infiltration and inflow. The sewer shed encompasses approximately 12 square miles and includes approximately 15,000 residents. This project included the following:



- Field Survey and Condition Assessment of over 500 Manholes
- Flow Monitoring
- GIS Geodatabase Development
- Design Storm Development
- Hydraulic Model
- Existing System Assessment
- Alternatives Evaluation
- Preliminary Engineering Report
- Design of 9,600 LF of 36-Inch Sanitary Sewer
- Design of 2,000 LF of 12-inch sanitary sewer by bursting
- Design Plans and Specifications
- Environmental Permitting including Stream Crossings
- Bidding Services
- Construction Phase Services
- Resident Project Representation



Results of the evaluation recommended construction of new a 2-mile, 36-inch diameter interceptor along Mudlick Creek to remedy the sanitary overflow sewers based upon a 2-year design storm. The Authority has also committed to upstream infiltration and inflow abatement to potentially enable the proposed system to handle greater storm events. CHA completed the design of the new interceptor with a total construction cost of \$7.6 million

**Contact:** Earl Smith, PE, CIP Administrator  
601 S. Jefferson Street, Suite 3000  
Roanoke, VA 24011  
(540) 283-2938  
Earl.smith@westernvawater.org

## I & I Study and Sewer Rehabilitation

### Purcellville, Virginia

In 2004 CHA was selected by the Town of Purcellville, in Loudoun County, VA to develop a Sanitary Sewer Evaluation Survey (SSES) and Infiltration and Inflow (I&I) Study. The Town was under a VDEQ Special Order by Consent for VPDES permit violations due to wet weather flows and had five (5) recurring wet weather sanitary sewer overflow (SSO) locations in their collection system. In addition to the SSES and I&I Study, CHA developed a comprehensive model of the sanitary sewer system which included over 700 manholes and 33 miles of sewers. The model was originally developed using Mike Urban/MOUSE but was upgraded in 2007 to InfoWorks™ CS. The model included the Town's eight (8) pump stations.



One of the most successful projects in eliminating overflow was the sanitary sewer replacement of 1,200 LF of 8-inch sewer to 12-inch sewer. This project was in a highly developed area with significant utilities throughout.

**Contact:** Alex Vanegas, Public Works Director  
221 South Nursery Ave  
Purcellville, VA 20132  
(540) 751-2313  
avanegas@purcellvilleva.gov

## Shaw Street Sanitary Sewer Replacement

### Galax, Virginia

The City of Galax is a rural city in southwest Virginia. Like many communities in southwest Virginia, their sanitary sewer system experiences sanitary sewer overflows during periods of heavy rainfall. For many years, wet weather overflows occurred on the interceptor downstream of Shaw Street. City staff identified the Shaw Street sanitary sewer as a major contributor to these overflows. The existing sewer system was constructed of vitrified clay pipe and was constructed in the 1930s. CHA planned, designed, and provided construction contract administration for the replacement of over 6,000 linear feet of 8- and 12-inch sanitary sewer. The design of this project was extremely challenging due to numerous utility conflicts including storm sewer, water lines, gas lines, and its location below the streets and sidewalks.



**Contact:** Edwin Ward, PE  
City Engineer  
111 East Grayson Street  
Galax, VA 24333  
(276) 236-2422  
eward@galaxva.com

## Phase I Sanitary Sewer Separation

### City of Covington, VA

CHA was retained to replace and/or rehabilitate approximately 4,000 linear feet of wastewater and stormwater lines to separate combined system and reduce I&I. The project was in the downtown district and included not only mainline replacement, but laterals, re-paving of city streets, repair/replacement of curb and gutter, and traffic control. The project included an I&I study including flow monitoring, CCTV inspections, smoke and dye testing, mapping, modeling, GIS development, survey, design, construction contract administration, and resident inspection services.



## Phase II Sanitary Sewer Separation

### City of Covington, VA

CHA planned and designed an upgrade for one of the city's collection system pump stations, replacement of approximately 12,000 feet of wastewater and stormwater lines and rehabilitation of approximately 9,000 feet of wastewater and stormwater lines to separate a combined sewer system and reduce both infiltration and inflow (I&I) and sanitary sewer systems overflows. The project includes three bores under the CSX railroad totaling about 700 feet as well as a directionally drilled force main crossing of the Jackson River. Work includes not only mainline replacement or rehabilitation, but also laterals, re-paving of city streets, replacement of curb and gutter, and traffic control.

**Contact:** Michael Kimberlin  
Director of Public Works  
333 W. Locust Avenue  
Covington, VA 24426  
(540) 965-6321  
mkimberlin@covington.va.us



## **Webb Street Commuter Lot Sewer Main Relocation**

### **Blacksburg VPI Sanitation Authority, Blacksburg, VA**

The Town of Blacksburg, together with the BVPISA and Virginia Tech contracted with CHA to evaluate a one-mile section of sanitary sewer. This was a joint project with the BVPISA, the Town of Blacksburg, and Virginia Tech to eliminate sanitary sewer overflows that occurred during periods of heavy rainfall. The scope of the project consisted of a hydraulic sewer model, and a Preliminary Engineering Report, followed by construction plans and specifications. The recommended improvements consisted of approximately 4,400 linear feet of 24- and 30- diameter sanitary sewer. These improvements were designed to convey the existing and future flow for a 50-year planning period. CHA provided planning, design, permitting, bidding, contract administration, and resident inspection services for the BVPISA.

**Contact:** Michael Vaught, Executive Director  
5277 Prices Fork Rd.  
Blacksburg, VA 24063  
540.552.6940  
vaughtbvpisa@aol.com

## **West Interceptor Sanitary Sewer Replacement Project**

### **Abingdon, VA**


In 2009, the Town contracted with CHA to develop a sanitary sewer hydraulic model that would help the Town assess flows throughout the collection system. A chief focus of the model was the West Interceptor, one of two main interceptors into the WCWRF. The modeling work indicated that the main line was adequately sized, but long portions of the interceptor had been laid at a shallow slope, resulting in a lower capacity than required by both current and projected peak flows.

The project originally involved replacing approximately 5,000 feet of 20-inch sewer, but field investigations of existing pipe material, slope and condition resulted in the CHA recommending a reduction in the length and size of the replacement sewer, down to 4,400 feet of 18-inch sewer. The remaining 1,300 linear feet of sewer was scheduled for cured-in-place pipe sewer rehabilitation.

Permitting on the project was a significant challenge, as permits were required from the Department of Historical Resources, Virginia Department of Transportation, Virginia Marine Resources Commission and others. The project involves construction activities across Wolf Creek, the Overmountain Victory National Historic Trail, roads operated by the Virginia Department of Transportation and the Town of Abingdon, as well as sites of interest to the Virginia Department of Historical Resources. The design portion of the project was completed on schedule, and construction is commencing. The bid for construction was \$1.49 million.


**Contact:** John Dew, PE  
Director of Public Service & Construction  
133 West Main Street  
Abingdon, VA 24212  
276.628.3167  
jdew@abingdon-va.gov

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**CHA Consulting, Inc.**

**General**

SCC ID: F1861410  
Entity Type: Foreign Corporation  
Jurisdiction of Formation: NY  
Date of Formation/Registration: 5/17/2011  
Status: Active  
Shares Authorized: 1000

**Select an action**

[File a registered agent change](#)  
[File a registered office address change](#)  
[Resign as registered agent](#)  
[File an annual report](#)  
[Pay annual registration fee](#)  
[Order a certificate of good standing](#)  
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[Manage email notifications](#)

**Principal Office**

3 WINNERS CIR  
ALBANY NY12205





**Registered Agent/Registered Office**

CORPORATION SERVICE COMPANY  
BANK OF AMERICA CENTER, 16TH FLOOR  
1111 EAST MAIN STREET  
RICHMOND VA 23219  
RICHMOND CITY 216  
Status: Active  
Effective Date: 5/31/2011

**Business Entities**  
**UCC or Tax Liens**  
**Court Services**  
**Additional Services**

Screen ID: e1000

Need additional information? Contact [sccinfo@scc.virginia.gov](mailto:sccinfo@scc.virginia.gov) Website questions? Contact: [webmaster@scc.virginia.gov](mailto:webmaster@scc.virginia.gov)  
We provide external links throughout our site.

 PDF (.pdf) Reader  Excel (.xls) Viewer  PowerPoint (.ppt) Viewer  Word (.doc) Viewer  
Build #: 1.0.0.30644

# DPOR License Lookup License Number 0411000742

## License Details

<b>Name</b>	CHA CONSULTING INC
<b>License Number</b>	0411000742
<b>License Description</b>	Business Entity Branch Office Registration
<b>Rank</b>	Business Entity Branch Office
<b>Address</b>	1901 INNOVATION DR STE1200, BLACKSBURG, VA 24060
<b>Initial Certification Date</b>	2010-05-10
<b>Expiration Date</b>	2018-02-28

## Related Licenses <sup>1</sup>

License Number	License Holder Name	License Type	Relation Type	License Expiry
0402034694	HUDGINS, DOUGLAS BLAND	Professional Engineer License	Engineering	2018-05-31

Showing 1 to 1 of 1 entries

- 1 The data located on this website are not the public records of the Department of Professional and Occupational Regulation (DPOR). All public records are physically located at DPOR's Public Records Section: 9960 Mayland Drive, Suite 400, Richmond, VA 23233. While DPOR works to ensure the accuracy of the data provided online, the data available on these pages are updated routinely but may not be up to date at all times (due to document processing delays, technical maintenance, etc.).

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9/20/2016

License Lookup: License Search Results

DPOR License Lookup build 1,192 (built 2016-06-23 09:13:05).



## 6.0 VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The offeror shall check one of the following. The offeror is:

☒ A corporation or other business entity with the following SCC identification number:  
F186141-0 -OR

☐ Not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR

☐ An out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Proposer in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Proposer's out-of-state location) -OR

☐ An out-of-state business entity that is including with this Proposal an opinion of legal counsel which accurately and completely discloses the undersigned Proposer's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to a Proposer who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the Town reserves the right to determine in its sole discretion whether to allow such waivers): \_\_\_\_\_

## 7.0 Exhibits

Exhibit A – Town of Christiansburg Sample Contract

Exhibit B – Town of Christiansburg General Terms and Conditions

Exhibit C – College Street Sanitary Sewer Evaluation, 2016 Update, Technical Memorandum



## Douglas B. Hudgins, PE

### Project Manager

Mr. Hudgins has over 22 years of experience in planning, designing, and implementing wastewater collection, water supply, and treatment systems. Mr. Hudgins has dedicated the majority of his time assisting our clients with water and wastewater treatment upgrades and wet weather flow issues including the Town of Christiansburg, the Town of Purcellville, the BVPISA, the Town of Abingdon, and the WVWA to name a few. Specific engineering responsibilities include water and wastewater treatment process, pump station, water distribution, and coordination of collection & assimilation of water GIS data.

#### Education:

Virginia Polytechnic Institute and State University, VA, BS in Mechanical Engineering, 1992

Virginia Polytechnic Institute and State University, VA, MS in Mechanical Engineering, 1994

Virginia Polytechnic Institute and State University, VA, MS in Environmental Engineering, 1996

#### Professional Registration:

Professional Engineer (PE) in VA, GA and WV

#### Activities:

American Water Works Association

Water Environment Federation

#### **Western Virginia Water Authority, VA, 2011 Collection System Improvements**

Project Manager for CHA's work component as part of an overall \$7 million sanitary sewer system project. The project included planning, design and bidding phase services for both conventional sewer replacement, pipe bursting, CIPP lining, and manhole rehabilitation.

#### **City of Galax, VA, Shaw Street Sanitary Sewer Improvements**

Project Manager responsible for the replacement of 6,000 linear feet of 8- and 12-inch vitrified clay pipe with new sanitary sewer. This project was implemented to reduce infiltration and inflow and eliminate sanitary sewer overflow.

#### **Western Virginia Water Authority, VA, Shaffer's Crossing Sanitary Sewer Replacement**

Project Manager. This project included the replacement of 1,400 feet of 12-inch sanitary sewer with 18-inch sanitary sewer through a congested Norfolk-Southern rail yard and in City of Roanoke streets. The project was implemented to reduce I&I as well as eliminate sanitary sewer overflows based upon a 2-year recurrence interval.

#### **Blacksburg-VPI Sanitation Authority, VA – Webb Street/Commuter Lot Sewer Main Replacement**

Project Manager responsible for sewer modeling, planning, design, and construction contract administration of 4,400 linear feet of 24- and 30-inch diameter sanitary sewer to eliminate sanitary sewer overflows and assist the Town in its ongoing infiltration and inflow reduction. The project was a joint project with BVPISA, the Town of Blacksburg, and Virginia Tech.

#### **Blacksburg-VPI Sanitation Authority, VA, Campus Interceptor Relocation**

Project Manager. This project relocated approximately 1,700 linear feet of sanitary sewer to eliminate sanitary sewer overflows on the Virginia Tech campus and in the Town of Blacksburg. The 30-inch diameter sewer was constructed through a highly developed area on the Virginia Tech campus and crossed multiple utilities that included electric duct banks, water mains, storm and sanitary sewer, gas lines, and steam tunnels.



## Stephen Steele, PE

QA/QC

Mr. Steele is a highly skilled professional with more than 19 years of experience in both the technical and managerial aspects of the civil engineering consulting business. His focus of expertise is developing and implementing the project from preliminary planning and funding through the design and project closeout processes.

### Education:

Bluefield State College, BS in Civil Engineering, 2001

Emory and Henry College, BS in Math/Business/Mgmt, 1997

### Professional Registration:

Professional Engineer (PE) in VA, NC, and WV

### Activities:

Virginia Society of Professional Engineers

### Town of Strasburg, VA, Sanitary Sewer System Evaluation

Project Engineer responsible for investigating and evaluating existing and future demands on the Town's sanitary sewer system along the Route 11 corridor. The work involved data collection of existing sanitary sewer information and growth forecasting, an Environmental Impact Report, interceptor model development, system evaluation, Preliminary Engineering Report, and assistance preparing a Virginia Clean Water Revolving Loan Fund (VCWRLF) funding application.

### Skyview Subdivision & Fairgrounds, Pulaski County, VA, Sewer Improvements

Prepared construction plans and provide contract administration for 3,300 feet of 8-inch gravity sewer and associated manholes to serve the Skyview Subdivision and Fairgrounds areas of Pulaski County. This project was funded by Rural Development and made use of remaining funds from other projects. Phase 1 was completed with this effort and future phases were studied for additional improvements.

### Town of Pearisburg, VA, Manhole Rehabilitation

Project Engineer responsible for the rehabilitation of a portion of manholes described in the Wastewater Inflow & Infiltration Preliminary Engineering Report (PER) previously prepared by Mr. Steele on August 1, 2008. Our work on this project included the development of mapping showing the location of the manholes to rehabilitated, visual inspections, preparing contract documents and technical specifications, and providing bidding assistance and inspection services. The Town obtained funding for this project through a grant from the Southeast Rural Community Assistance Project (SERCAP). Assisted the Town with the funding application process.

### Bastian, VA, Wastewater System Improvements

Principal Engineer responsible for a Preliminary design for a regional wastewater project encompassing the US Route 52/I-77 corridor in central Bland County. Included over 100,000 lf of sewer line and wastewater treatment. VDHCD-CDBG/ARC/RD/VDOT funding.

### City of Covington, VA, Phase II Sewer Interceptor

Principal Engineer responsible for developing the Phase II inflow and infiltration (I&I) Improvements plan. This plan included the rehabilitation of several thousand feet of sanitary sewer lines. The planned rehabilitation included replacement of lines that crossed small streams using open cut trenching techniques and the installation of a new force main across the Jackson River using directional drilling.

Sanitary Sewer Rehabilitation and Replacement | Town of Christiansburg, VA





# Bradley Rowe

## Project Engineer

Mr. Rowe has over 15 years of combined experience in civil/infrastructure design, discipline management, and overall project coordination. Brad has been involved in the design of over 500,000 linear feet of water distribution and sewage collection systems, multiple site design projects including residential, commercial, industrial, and facilities sites, and the evaluation of over 800,000 linear feet of existing sewage collection systems along the east coast in Virginia, North Carolina, Maryland, Pennsylvania, Massachusetts, and Connecticut. Typical responsibilities include overall project coordination, discipline management, condition assessment and pipeline design, site layout/design and permitting coordination.

### Education:

Old Dominion University, BS in  
Civil Engineering

New River Community College,  
AAS in Civil Engineering

### **Western Virginia Water Authority, VA, Y2011 VCWRLF Replacement Projects**

Consisted of four sanitary sewer replacement projects in the City and County of Roanoke, Virginia for the purpose of increasing capacity and reduction of infiltration and inflow. Responsibilities included evaluation of alignment alternatives, survey coordination, and preparation of design plans and specifications.

### **Town of Christiansburg, VA, Infiltration and Inflow Study**

Assisted with the evaluation of the College Street sanitary sewer basin to reduce infiltration and inflow as part of a Letter of Agreement with the VDEQ.

### **City of Salem, VA, I&I Consent Order Program Management**

Assisted with the requirements of meeting the I&I related consent order with the VDEQ. Project components included CSES Report, Corrective Action Plan, I&I abatement design, pump station design, construction management, and VDEQ negotiations. Sewer replacement, sewer lining, and manhole rehabilitation design projects were developed and implemented. The project was funded by the VDEQ through the VCWRLF program.

### **Basye, VA, Stoney Creek Sanitary District**

Evaluated over 300,000 linear feet of sanitary sewer infrastructure for the purpose of preparing an SSES/I&I report and ultimately an action plan that was approved by the VA DEQ for the purpose of reducing wet weather SSOs at the wastewater treatment plant. Responsibilities included building a hydraulic model utilizing SewerGems modeling software, field investigations, CCTV review, coordinating with staff to identify needs and problem areas, flow data analysis and hydraulic model calibration and provided PACP training to the District's operations staff.

### **Town of Front Royal, VA, Sanitary Sewer Infrastructure**

Evaluated over 500,000 linear feet of sanitary sewer infrastructure in the Town for infiltration and inflow. Responsibilities included building a hydraulic model utilizing SewerGems modeling software, field investigations, CCTV review, coordinating with staff to identify needs and problem areas, flow data analysis and hydraulic model calibration.





# Douglas Urquhart, PE

## Sanitary Sewer Modeling

Doug Urquhart has 10 years of experience providing water and wastewater modeling and design for municipal clients. He has provided these services for the Town of Purcellville, Western Virginia Water Authority, City of Salem, Town of Blacksburg, Town of Christiansburg and the City of Covington. In addition to his rehabilitation and design team responsibilities, Mr. Urquhart also performs construction administration services on municipal water and wastewater projects.

### Education:

University of Michigan, MI, BS in Chemical Engineering, 2003

University Of Michigan, MI, MS in Environmental Engineering, 2004

### Professional Registration:

Professional Engineer (PE) in VA, OR

PACP/MACP Certification #:  
U-1111-13829

### Activities:

VWEA Industrial Waste and Pretreatment Committee

Water Environmental Federation

OSHA 40 Hour Hazardous Waste Health & Safety Training and

8-Hour Hazwoper Refresher  
Confined Space E/A/S Certified

### Town of Purcellville, VA, Sewer System Evaluation Survey and Infiltration/Inflow Study

As part of a Special Order by Consent with the VDEQ, planned and implemented a comprehensive evaluation of the Town's sanitary sewer system. Project Engineer for the field investigation of over 700 manholes, flow monitoring, smoke testing, closed-circuit television inspection, and dye testing of the Town's sanitary sewer system. The results of the field work were compiled, and three phases of rehabilitation were recommended over a six-year period.

### Town of Christiansburg, VA, College Street Sewer Evaluation

Project Engineer for the evaluation of this sewer system that was experiencing sanitary sewer overflows. A hydraulic model was developed under existing conditions, future conditions for the 30-year planning period and approximately \$3 million of improvements were proposed to convey the 2-year recurrence interval flow without overflows.

### Western Virginia Water Authority, VA, Epperley Avenue Sanitary Sewer Evaluation

Project Engineer for the development of a hydraulic model to identify the improvements required to convey the 2-year recurrence interval flow through the sanitary sewer system. The recommendations included a combination of sewer upsizing to 12-inch diameter via pipe bursting and CIPP lining

### City of Covington, I&I Improvements - Phase 2

Sanitary and storm sewer design for final design including estimating flow capacities for sewer separation design, preparing design drawings, and conducting field visits.

### Town of Blacksburg, VA, Monitoring Program

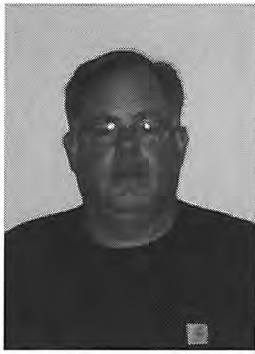
Project Engineer for data analysis of water and wastewater flow monitors, level transducers, and pump on/off records.

### Town of Abingdon, VA, West Interceptor Replacement and Term Contract

Project Engineer for the development of a system wide sanitary sewer model that recommended the replacement of over 5,500 linear feet of interceptor along the west interceptor to eliminate overflow. Conduct infiltration and inflow assessment of existing flow monitoring data. Prepare plan I&I management and detail flow monitoring.

Sanitary Sewer Rehabilitation and Replacement | Town of Christiansburg, VA





# Eric Price

## Field Technician

Mr. Price is CHA's I&I field technical specialist. In the past ten years, he has worked at finding I&I sources in the field utilizing a variety of field investigative techniques. He is responsible for coordinating all field-related activities.

### Education:

New River Community College,  
Business Administration

### Professional Registration:

PACP/MACP Certification #:  
U-1214-06023028

International Air Transport  
Associations

### Purcellville, VA, SSES and Infiltration and Inflow Study

Performed MACP inspections of the manholes and their physical locations as well as to supervise the smoke testing study of portions of the sewer lines. Coordinated areas that were to be viewed using the television inspection camera. Also installed flow monitors in sewer system.

### Salem, VA, SSES and Infiltration and Inflow Study

Performed MACP inspections of the manholes and their physical locations as well as to supervise the smoke testing study of portions of the sewer lines. Coordinated areas that were to be viewed using the television inspection camera. Also installed flow monitors in sewer system.

### Western Virginia Water Authority, Mudlick Creek Evaluation

Performed field inspections of the manholes and their physical locations. Coordinated areas that were to be viewed using the television inspection camera.

### City of Covington, VA, Sewer Interceptor & Environmental Permitting

As part of an on-going sanitary sewer system improvement program designed to eliminate excessive flows at the City WTF and SSOs in the system, CHA developed the Phase II inflow and infiltration (I&I) Improvements plan. This plan included the rehabilitation of several thousand feet of sanitary sewer lines.

### South Boston, VA, Infiltration and Inflow Study

Performed field inspections of the manholes and their physical locations as well as to supervise the smoke testing study of portions of the sewer lines. Coordinated areas that were to be viewed using the television inspection camera.

### Town of Glasgow, VA, SSES and I&I Study

Development of a comprehensive SSES and I&I study that included over 200 MACP manhole inspections, 53,000 LF of smoke testing, and 15,000 LF of CCTV inspections.

### Town of Christiansburg, VA, College Street SSES

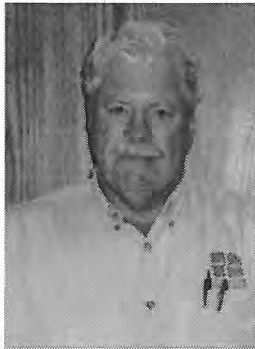
Provided training to Town staff in performing CCTV inspections, MACP manhole inspections, smoke testing, and wet weather inspections in the College Street basin.

### Town of Christiansburg, VA Interceptor Model Study

Performed over 500 MACP manhole inspections along the Crab Creek Interceptor and all major sewer mains including those along the project area.

Sanitary Sewer Rehabilitation and Replacement | Town of Christiansburg, VA





## Ron Sutphin

### Inspector

Mr. Sutphin is a highly skilled and versatile resident construction inspector. He has over 24 years of experience ranging from materials testing to field inspection of major equipment and utility installations. Mr. Sutphin has been involved in pump station and treatment facility construction projects and treatment facility upgrades, as well as pipeline and interceptor construction. In addition to his vast construction inspection experience, he is skilled in communicating with clients and property owners during the installation of utility projects.

#### Education:

Liberty University, VA, Theology,  
1997

New River Community College,  
VA, AAS in Business Management,  
1977

#### Professional Registration:

Certified by the Virginia Dept. of  
Transportation, Federal Aviation  
Administration and other agencies  
in the following areas:

- Marshall Mix Design
- Asphaltic Concrete Paving Tech  
(combination)
- Hydraulic Cement Concrete Tech
- Soils/Aggregate Tech
- Eastern Region Laboratories  
Procedures
- Troxler Nuclear Gauges
- Hazardous Materials Handling

#### City of Galax, Mill Creek Interceptor Overflow Reduction Project

Construction Inspector providing daily construction inspection services for a 750,000 gallon remote equalization facility that included a 2,600 gpm pump station, diversion structure, and storage tank as well as the replacement of approximately 5,000 linear feet of sanitary sewer to reduce infiltration and inflow.

#### Western Virginia Water Authority, Mudlick Creek Interceptor

As part of a Special Order by Consent with the VDEQ, sanitary sewer overflows in the Garst Mill Park were required to be limited. Collection system improvements included the construction of approximately 10,000 linear feet of 36-inch sanitary sewer to eliminate overflows based upon a two-year storm.

#### City of Galax, VA, Shaw Street Sanitary Sewer

Construction Inspector for the replacement of 6,000 linear feet of 8- and 12-inch vitrified clay pipe with new sanitary sewer. This project was implemented to reduce infiltration and inflow and eliminate sanitary sewer overflow.

#### Town of Abingdon, VA, West Interceptor Replacement

CHA was retained by the Town of Abingdon to design improvement to the aging West Interceptor sanitary sewer system. The improvements included the replacement of more than 5,400 feet of pipe and several manholes. Since the interceptor runs along and crosses Wolf Creek at multiple locations, the project included work in this stream. In addition the improvements included work in and around the Overmountain Victory National Historic Trail, a national Revolutionary War historic resource.



# Lawrence Hoffman

## Environmental Permitting

Mr. Hoffman coordinates CHA's Environmental Services Program including permitting and regulatory compliance. He has over 30 years of experience. He conducts/participates in negotiations with regulatory agencies, manages the design, regulatory approval, and performance of advanced or specialized environmental studies, and negotiates permits and enforcement actions

### Education:

University of Louisville, MS in Biology, 1987

Virginia Polytechnic Institute and State University, BS in Biology, Chemistry Minor, 1984

### Activities:

Member, Clean Metals Implementation Subcommittee, VDEQ

Member, Toxics Management Program Technical Advisory Committee, VDEQ

Member, PCB Monitoring Workgroup, VAMWA

### Town of Abingdon, VA, West Interceptor Replacement

Prepared a Joint Permit Application (JPA) for rehabilitation of an existing sewer interceptor. Project included evaluation of endangered species, identification of archaeological and historic resources, preparation of the joint permit application, and acquisition of Corps of Engineers, Department of Environmental Quality and Virginia Marine Resources Commission permits for multiple stream crossings and work in Wolfe Creek.

### Western Virginia Water Authority, VA, Mudlick Creek Interceptor Improvements

Prepared a categorical exclusion request and obtained the requested categorical exclusion for NEPA compliance. Prepared a Joint Permit Application (JPA) for rehabilitation of an existing sewer interceptor to correct chronic overflow problems. Project included the evaluation of endangered and threatened species, identification of archaeological and historic resources, preparation of the joint permit application and acquisition of Corps of Engineers, Department of Environmental Quality, and Virginia Marine Resources permits for multiple stream crossings and work in Mudlick Creek.

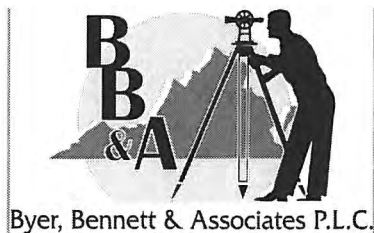
### Western Virginia Water Authority, VA, Wasena Park Interceptor Improvements

Prepared a Joint Permit Application (JPA) for removal of a low water dam and installation of sewer interceptor across the Roanoke River. Project included evaluation of endangered and threatened species, evaluation of wetlands and historic resources, coordination with the U.S. Fish and Wildlife Service, preparation of the JPA and acquisition of the Corps of Engineers, Department of Environmental Quality, and Virginia Marine Resources Commission permits.

### Western Virginia Water Authority, VA, Shaffer's Crossing Interceptor Improvements

Prepared a Joint Permit Application (JPA) for the removal of an existing sewer line in a creek channel and the installation of new sewer interceptor in an adjacent right of way. Project included evaluation of endangered and threatened species, evaluation of wetlands and historic resources, coordination with the U.S. Fish and Wildlife Service, preparation of the JPA and acquisition of the Corps of Engineers, Department of Environmental Quality, and Virginia Marine Resources Commission permits.





Byer, Bennett & Associates P.L.C.

**Education:**

Defense Mapping School, Ft.  
Belvoir, VA, 1987

**Registration**

Land Surveyor in VA and WV

## Dale Byer, PLS

### Surveying

Mr. Byer, has over 30 years of land surveying experience. Dale is a licensed surveyor in both Virginia and West Virginia, and also proudly served our country as a construction and geodetic surveyor in the United States Marine Corps.

**Town of Rich Creek, VA, Sanitary Sewer Improvements Project**

Responsible for surveying and mapping a large portion of the town's gravity sewer system where he acted as survey party chief, project manager and surveyor in professional charge.

**City of War, WV, Water System Upgrade Project**

Responsible for surveying and mapping the existing as well as the proposed water line corridors for much of the City where he acted as survey party chief, project manager and surveyor in professional charge

**City of Covington, VA, WWTP Upgrade Project**

Responsible for surveying and mapping the City's Wastewater Treatment Plant for an expansion project where he acted as survey party chief, project manager and surveyor in professional charge.

**Town of Glen Lyn, VA, WWTP Upgrade Project**

Responsible for surveying and mapping the Town's Wastewater Treatment Plant for an expansion project where he acted as survey party chief, project manager and surveyor in professional charge.

**Blacksburg VPI Sanitation Authority, Ultraviolet Disinfection System & Capital Improvements, Blacksburg, VA**

Responsible for surveying and mapping the Ultraviolet Disinfection System & Capital Improvement project where he acted as survey party chief, project manager and surveyor in professional charge.

**Town of Christiansburg, VA, Interceptor Model Study**

Responsible for field survey of over 500 manholes to aid in the development of a system-wide model for the Town.

**Town of Blacksburg, VA, Sanitary Sewer Replacement**

Responsible for survey and mapping of a sanitary sewer replacement project downstream of the Shenandoah pump station to eliminate sanitary sewer overflows.

**Western Virginia Water Authority, Roanoke, VA, Shaffers Crossing Sanitary Sewer Replacement**

Responsible for the survey and mapping through a railroad corridor, box culvert and multiple utilities to replace the existing sanitary sewer to 18-inch diameter to reduce sanitary sewer overflows.

## Exception to the General Terms and Conditions

The indemnification provision set forth in Section Q of the RFP terms and conditions is broader than is customary for professional services and is uninsurable. The Contractor's indemnification obligation should be limited to third party claims to the extent caused by the Contractor's negligence.

**TOWN OF CHRISTIANSBURG, VIRGINIA**

**RFP # ENG-17-0003**

**ISSUE DATE: August 28, 2016**

**Professional Services**

(This page must be returned with the sealed Proposal)

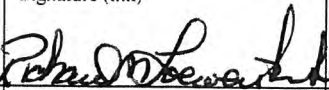
**GENERAL INFORMATION FORM**

**TECHNICAL QUESTIONS:** ALL inquiries for information regarding this solicitation should be submitted by 4:00PM EDT on Friday, September 9, 2016 and directed to: Ronda London, Purchasing Coordinator, Phone: (540) 382-9519 ext. 1135; faxed to (540) 382-3762, or email [rlondon@christiansburg.org](mailto:rlondon@christiansburg.org). For a question to be considered, the subject line of the e-mail must state the following: "RFP No. ENG-17-0003 Questions". Questions should be succinct and much include the submitter's name, title, company name, company address, and telephone number. Offerors are cautioned that any written, electronic, or oral representations made by any Town representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Department. Addendum, if any, will be issued by 4:00PM EDT on Tuesday, September 13, 2016.

**DUE DATE:** Sealed proposals will be received until September 22, 2016, up to and including 4:00PM EDT. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. As this is a Request for Proposal, all responses shall be opened in private with no information being released until after the negotiation process.

**ADDRESS:** Proposals should be mailed or hand delivered to: Town of Christiansburg, Purchasing Department, Attention: Ronda London, 100 East Main Street, Christiansburg, VA 24073. Reference the Due Date, the Hour and the RFP number in the lower left corner of the return envelope or package.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and all terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and/or goods in accordance with this RFP and the attached signed proposal or the proposal as modified by subsequent negotiation.

Full Legal Name (print) CHA Consulting, Inc.		Federal Taxpayer Number (ID#) 16-0966259	Contractor's Registration
Business Name/DBA Name/TA Name and Address CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205		Payment Address CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	Purchase Order Address CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205
Contact Name/Title Richard M. Loewenstein, Jr.		Signature (ink) 	Date 9/20/16
Telephone Number (518) 453-4500	Fax Number (518) 458-1735	Toll Free Number	E-mail Address <a href="mailto:rloewenstein@chacompanies.com">rloewenstein@chacompanies.com</a>



## Exhibit B

February 20, 2017

Mr. Jessie Nester, P.E.  
Assistant Director of Engineering  
Town of Christiansburg  
100 East Main Street  
Christiansburg, VA 24073

**Re: Town of Christiansburg Sanitary Sewer Rehabilitation and Replacement Project – College Street Basin TOC #02086; CHA Proposal No. X48763-P2**

Dear Jessie:

CHA Consulting, Inc. (CHA) is pleased to provide the following proposal for providing comprehensive engineering services for the Sanitary Sewer Rehabilitation and Replacement Project – College Street Basin TOC # 02086 (Project). This Project is a requirement of the Letter of Agreement with the Virginia Department of Environmental Quality dated September 7, 2016. CHA's project understanding, scope of work, schedule, and fee estimate for the Project are outlined below.

### PROJECT UNDERSTANDING

The Town of Christiansburg desires to implement the Project that consists of 4 separate sewer segments as outlined in the Technical Memorandum prepared by CHA titled College Street Sanitary Sewer Evaluation, 2016 Updated, dated July 2016. In addition to the sewer segments outlined in this memorandum, the Town has requested to include an additional sewer segment along Montague Street down to its intersection with Roanoke Street. This sanitary sewer will be upsized from 4 and 6-inch vitrified clay pipe to 8-inch PVC and HDPE (burst). In addition to this, the Town desires to replace the water line from E Main Street to the Junkin Street along Montague at the same time. This line will be upsized to 6-inch minimum to provide the desired fire flow along Montague Street.

### SCOPE OF SERVICES

ENGINEER will perform the following tasks as part of the scope of services:

#### Task 1 – Field Survey

CHA will subcontract the survey to Byer Bennett and Associates. We will supplement existing Town GIS mapping with a 1" = 20' scale one-foot contour survey along the proposed sewer routing for the sewer replacement sections. For sections of sewer that will be burst, only the existing sewer alignment will be surveyed. The base mapping will also include planimetric features such as building and road outlines. The survey will include topographic information for the area of planned construction. Baseline survey will be tied into 2-foot contours provided by the Town from their existing GIS mapping system and will be referenced to the Virginia state plane coordinate system. Survey will include all existing site surface features. The receiving sanitary sewer manhole will be surveyed for size (I.D.), location, material of construction, manhole invert, size of all pipes penetrating the manhole, and manhole rim elevations. Survey



will include a 20' wide swath (10' each side of proposed sewerline). Survey will include location of all evident construction issues, objects, and existing utilities within the 20' swath. Existing utilities will be as marked by Miss Utility. The extents of all existing structures and pavement will be located. Property corners of individual owners abutting the right-of-way will be located if they exist. Individual property corners that are not found will not be reset. The property boundary corners will not be construed as an official boundary survey and may not be used as a basis for recordation as such. The Town will assist the surveyor by providing any traffic control per VDOT requirements to complete the survey.

## **Task 2 - Design**

CHA will conduct a project initiation meeting with the Town for the project. After this meeting CHA will prepare contract documents for the construction of the proposed improvements in accordance with local, state, and federal codes, standards, and regulations and in accordance with applicable law and will submit the contract documents for review and approval of the Town Attorney prior to finalizing the bid package. Erosion and sedimentation control documents will also be developed. The basis of the upgrades/improvements have been outlined in the Technical Memorandum prepared by CHA titled College Street Sanitary Sewer Evaluation, 2016 Updated, dated July 2016 with an additional project areas defined in the Project Understanding. The Town of Christiansburg shall provide closed circuit television video of the existing pipe segments to enable CHA to determine any lateral locations and confirm that pipe bursting is feasible in some locations.

CHA will submit five (5) sets of 50% and final plans and specifications for the project. After time for the Town to review the submittals, CHA will conduct a one-day work session with the Town to review the submittal. CHA will modify the documents based upon both written and verbal comments received at each stage. It is anticipated that the project will be bid as four projects over several fiscal years.

After review and approval of the final submittal by the Town, CHA will secure the Certificate to Construct from the VDEQ. The Town will review and approve the water line design and not the VDH. Once approval is obtained from the Town, CHA shall prepare 100% Contract Documents suitable for project bidding. CHA will finalize the Contract Documents based upon review comments from regulatory agencies and the Town Attorney and prepare a final bid package including all Contract Documents, drawings, and specifications.

## **Task 3 – Joint Permit Application Preparation**

CHA will prepare for approval and signature by the OWNER, a Joint Permit Application (JPA) for submittal to the Virginia Marine Resources Commission (VMRC) to obtain the appropriate U.S. Army Corps of Engineers 404 Permit, a DEQ Virginia Water Protection 401 Permit, and a VMRC Permit for the removal and replacement of the existing sewer line as it crosses Crab Creek. The application will include information regarding the project, the project site map, the proposed method of sewer line removal and installation, a listing of endangered and threatened species that potentially reside in the project area, the measures that will be implemented to minimize the potential for impacts to these and other resident species, a copy of the National Wetlands Inventory map for the project area, historic resources information, a listing of adjacent property owners, and other required information. CHA will provide a complete draft application for Town review, approval, and signature and will also prepare and submit the required copies of the final application to the VMRC on behalf of Town.

All required permitting fees will be paid for by Town and are excluded from this cost proposal. Based upon a cursory review of the project area, we have not included wetland delineation, permitting or mitigation; any natural heritage type site investigations that could be required by DHR, mussel identification and relocation surveys; other environmental studies; permit application fees; public notice fees; or participation in public hearings or meetings. The costs for these or other additional services will be provided as an amendment to this cost proposal in the event that they are required by a permitting agency or requested by Town.

#### **Task 4 - Railroad Permitting**

CHA shall provide permitting services to secure one (1) new or revised license agreement for a utility crossing of the railroad track at the lower end of the Project. Any permitting fees to Norfolk Southern shall be paid directly by the Town and are not included in our cost proposal.

#### **Task 5 – Easement Assistance**

CHA will identify the location and owners(s) of those properties where easements are needed to construct the project. Property identification will be based upon available information from the Montgomery County GIS website. For those locations where temporary and/or permanent easements will need to be acquired by the Town for construction (i.e. sewer line easements), CHA will prepare an Exhibit for each property parcel for recording with the deed of conveyance. Easement Exhibits will be prepared as excerpts from the plan sheets and are not to be considered to be metes and bounds survey plats. Additionally all existing easements will be identified and shown on the drawings with appropriate references

#### **Task 6 – Bidding Phase and Construction Contract Administration**

CHA will assist the Town in advertising for and obtaining bids for the project, CHA will issue Contract Documents, maintain a record of prospective bidders to whom Contract Documents have been issued, attend a single pre-bid conference, and issue addenda as appropriate to interpret, clarify, or expand the Contract Documents. CHA will assist the Town by developing advertising language to be placed in local newspapers by the Town. CHA may charge a reasonable fee to Contractors and Vendors who request copies of the Contract Documents prior to the date of the bid. These fees shall be paid directly to CHA to offset the costs associated with reproduction and distribution of Contract Documents. The costs for advertising in the local newspaper are not included in our fee.

After receipt of bids, CHA will assist the Town in evaluating bids for construction, materials, and services. When a successful bidder has been identified, CHA will assist the Town in assembling and awarding approved construction contract.

CHA will assist the Town during construction to ensure compliance with the Contract Documents and facilitate timely and cost-effective completion of construction. CHA will prepare an agenda and attend and conduct a preconstruction conference and monthly progress meetings with the Town and the Contractor.

CHA will:

- Review required submittals for conformance with Contract Documents including shop drawings, samples, product compliance certificates, and construction schedules.



- Provide written assessments for each submittal, and distribute all submittals with comments back to contractor with a copy to the Town. As part of this work, Town will maintain a complete file of all project submittals. All submittals will be distributed electronically.
- Respond to requests for interpretations and information relative to issues that arise during construction pertaining to the design documents. Prepare responses required to answer all requests including clarification sketches if required.
- Review change proposals submitted by the Contractor for legitimacy and fairness.
- At substantial completion, CHA will perform a project walk-through to confirm the Contractor's punch list of incomplete activities. Incomplete or deficient work shall be incorporated into the punch list. CHA shall monitor construction activities until final completion is achieved.

At the monthly progress meetings, CHA will review contractor's monthly progress payment submittals for general appropriateness and make recommendations to the Town for payment, assist the Town with record keeping, reporting, submittals, and payment application procedures.

In addition, CHA will prepare record drawings of constructed conditions including an update of design drawings to incorporate changes made during construction. One (1) electronic copy of all record drawings shall be provided to the Town. CHA will use the Contractor's record drawings and inspection logs of all changes made during construction in preparing record drawings.

It is our understanding that the Town intends to bid and construct the work in four (4) phases with one (1) phase per year. The phases will be similar to the projects outlined in the Technical Memorandum for the College Street Sanitary Sewer Evaluation 2016 update. The compensation for this task shall be in accordance with the hourly rate sheet in effect at the time of the work.

#### **Task 7 – Resident Project Representation**

CHA will provide on-site representation during construction to observe progress for conformance with the Contract Documents. Services provided by CHA shall include the following:

- Provide a Resident Project Representative on the site during construction to observe work in place for conformance with plans and specifications. CHA's on-site representative will be a full-time employee of CHA who is experienced in the construction of major water and wastewater pipeline projects.
- CHA's on-site representative will attend project coordination meetings conducted by the Contractor for purposes of coordinating project activities and resolving outstanding issues.
- CHA will report all deficiencies observed during visits to the site to the attention of Town and Contractor representatives.
- CHA's representative will provide daily progress reports documenting general conditions of the work, adherence to the construction schedule, problems arisen, and resolution of such problems. Reports will include site photos.





- The scope includes a total estimate of 1,250 man hours of onsite representation. This estimate is based upon one (1) Resident Project Representative (RPR) with assigned to a eight (8) month construction contract followed by a one (1) month closeout/punchlist period.

**Task 8 - Geotechnical Investigation**

At this time, CHA does not believe that geotechnical borings are warranted. If during the design, geotechnical borings are determined to be advantageous for the design and/or to possibly result in more competitive bids, CHA will notify the Town and submit an additional cost proposal for this work.

**SCHEDULE**

CHA proposes the following schedule through design. CHA and the Town will work together to determine the Advertisement for Bid date and the Construction time frame upon completion of the design phase.

Plan Alignment Layout (50% Drawings)	45 days after Notice to Proceed
Complete 90% Review Plans and Specifications	45 days after receipt of 50% Drawing comments

**FEES**

CHA proposes to provide the services as outlined in the Scope of Services to be performed by Engineer on the Project, for lump sum compensation as follows:

Tasks 1-4	Design, Survey, Permitting	\$140,000
Task 5	Easement Assistance	\$1,000/easement

ENGINEER proposes to provide the following services for hourly not-to-exceed (HNTE) compensation.

Task 6	Bidding and Construction Contract Administration	\$95,000
Task 7	Resident Project Representative	\$110,000

We appreciate the opportunity to assist the Town of Christiansburg with this project. If you should have any questions, please do not hesitate to contact me.

Sincerely,



Douglas B. Hudgins, P.E.  
Vice President

DBH/egl





**EXHIBIT C**  
**TOWN OF CHRISTIANSBURG**  
**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,



third party

, to the extent caused by the Contractor's negligence

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](http://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. **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.
2. **Protest of Award or Decision to Award:** Any firm may protest an award or decision to award a contract under procedure as set forth in the Town of Christiansburg Procurement Policy.



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

**AGENDA LOCATION:**

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**

Hans Meadow Drainage Improvements Preliminary Engineering Contract

**DESCRIPTION:**

The proposed Contract is between the Town and A. Morton Thomas and Associates, Inc., for Professional Services for Phase 2 of the Hans Meadow Drainage Improvements Project. This Contract includes all of the preliminary work that is required prior to beginning design work. It is limited in scope due to limited FY17 funds that may be supplemented during FY18 for the remaining design work.

**POTENTIAL ACTION:**

**DEPARTMENT:**

Engineering

**PRESENTER:**

Wayne Nelson

**ITEM HISTORY:**

This work is partially funded by the Virginia Department of Transportation's Revenue Sharing Program. This project is subject to deallocation if the Town does not begin requesting project expenses reimbursement prior to May 2017. The services in this Contract are fully funded in the Town's FY17 Budget.

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**



A. Morton Thomas and Associates, Inc.  
Consulting Engineers

February 21, 2017

Mr. John W. Burke  
Environmental Program Coordinator  
Town of Christiansburg  
100 E. Main Street  
Christiansburg, VA 24073  
Via email: [JBurke@christiansburg.org](mailto:JBurke@christiansburg.org)

Re: Task Order Proposal for Engineering Study  
Hans Meadow Road Drainage Improvements  
AMT File No. 14-395.003

Dear Mr. Burke:

A. MORTON THOMAS and Associates, Inc. (AMT) is pleased to provide this fee proposal for engineering and related services to provide for the study related to drainage improvements along Hans Meadow Road. This proposal includes the following professional services: environmental, surveying, engineering models, and the preparation of preliminary recommendations in a written report.

Each of these services are detailed in the following proposal.

We are very pleased to offer these services to the Town of Christiansburg. Please call at 804-276-6231 or e-mail at [drissmeyer@amtengineering.com](mailto:drissmeyer@amtengineering.com) if you have any questions or require additional information about our proposal.

Sincerely,

**A. MORTON THOMAS and Associates, Inc.**

A handwritten signature in black ink, appearing to read 'Don Rissmeyer', is written over the printed name.

Don Rissmeyer, PE, CFM  
Project Manager

Cc: Jessie Nester, P.E. - Project Manager, Town of Christiansburg  
Eugene Coleman, AMT

**SCOPE OF SERVICES**  
**HANS MEADOW ROAD DRAINAGE IMPROVEMENTS**  
Town of Christiansburg, Virginia

**Project Understanding**

AMT understands that the purpose of this drainage improvement project is to provide an adequate stormwater conveyance system along a portion of Hans Meadow Road from Robin Hood Lane to approximately 1,250 feet east. The project will be designed in accordance with VDOT standards and is partly funded through VDOT's Revenue Sharing program. A detailed scope of services is described below:

**Environmental Services**

AMT will initially coordinate site constraints related to wetlands and Waters of the United States (WoUS) for this study. More details are described below.

**Wetlands / WoUS Delineation** - AMT proposes to investigate the entire project site, including areas extending at least 50 foot wide along the roadway for the presence of Waters of the U.S. (WOUS) and wetlands. The U.S. Army Corps of Engineers (COE) 1987 Delineation Manual and Eastern Mountains and Piedmont supplements will be referenced for delineation and confirmation guidance. Wetlands and WOUS will be flagged using industry standard pink and black wetland flagging or "pin flags" where applicable in lieu of flagging. Wetland standard data forms and/or Stream Determination Forms will be prepared based on field indicators.

**Jurisdictional Determination Request (JDR)** - The United States Army Corps of Engineers (USACE) representative will be contacted for an on-site meeting to confirm the limits of on-site wetlands and WoUS. Wetland standard data forms and/or Stream Determination Forms will be provided to the USACE in advance, as part of a written JDR request package.

**Data Collection & Surveying**

The Town will provide the following information for review and use on this project upon issuance of a Notice to Proceed (NTP):

1. Town GIS data including topography, impervious cover, existing drainage infrastructure, other utilities, soils, floodplains; land use; and parcel mapping;
2. Design/As-Built plans of the upstream detention basins and associated peak discharges for design storm events, as well as peak discharges along Hans Meadow Road;
3. Water and sewer system information, other record drawings and as-built drawings;
4. Subdivision plats; and
5. Records of drainage complaints or maintenance work within the study area.

AMT will collect and review other relevant information and perform tasks for use in this project as follows:

1. Develop initial base mapping for the project site using Town GIS mapping and the NRCS Web Soil Survey Data (to supplement GIS).
2. Complete a Miss Utility Design Ticket to establish markings of subsurface utilities.
3. Identify and set benchmarks/control points (NAD83 and NGVD88) onsite for use during construction.
4. Perform a supplemental field survey using conventional survey methods to obtain location of existing features including: existing roads, driveways, vegetation, streams, delineated wetlands, above ground

and marked utilities, storm drainage features, sewer systems, topographic elevations, property boundary markers, and other physical features encountered within the survey limits.

5. Research property boundaries, easements and right of way along the planned storm sewer alignment and incorporate them into the project base mapping.

### **Preliminary Engineering Calculations**

AMT will develop peak discharges for the 2-, 10, 25- and 100-year storms based on supporting watershed hydrology and contributing drainage areas. Pipe hydraulics will then be prepared by AMT in accordance with the VDOT Drainage Manual, Chapter 9: Storm Drains, using the XPSWMM software package. Tailwater assumptions at the pipe outfall, will be coordinated with the Town. Pipe sizes for the 2- and 10- year storms will be determined in order to envelope the range of sizes necessary to reduce or eliminate flooding. Hydraulic sizing will also inform the use of multi-barrel circular pipes or box culverts, with trench widths evaluated to determine any necessary utility relocations (a sewer main relocation is anticipated).

AMT will also provide hydraulic sizing calculations for the pipe size necessary to safely pass the 10-year, 24-hour storm event beneath Sherwood Drive at 1295 and 1300 Sherwood Drive. These improvements are intended to be built by the Town, from a sketch provided by AMT with this preliminary engineering study. No design plans for Sherwood Drive culvert replacement are believed to be necessary.

### **Preliminary Engineering Report**

AMT will provide a preliminary engineering report, including the following:

1. Preliminary layout of the proposed storm drain system (11"x17" map exhibits) on Hans Meadow Road, also showing the relocated sewer main, preliminary notes for utility adjustments and other major elements of the work resulting from the planned drainage improvements.
2. A sketch of the pipe size necessary beneath Sherwood Drive.
3. Opinion of construction cost estimate based on historical construction cost data and an evaluation of current economic factors affecting construction costs.
4. Supporting engineering calculations for preliminary hydrology and hydraulics, including a drainage area map for the watershed.
5. A brief letter report describing the recommendations.

An over-the-shoulder review meeting is planned to present our findings, in addition to a field review to confirm recommendations, and then a formal submittal of the DRAFT report will be made for the Town's review. One round of comments will be addressed in order to establish final recommendations for the preliminary engineering report.

### **Assumptions/Exclusions**

The following services are excluded from this scope of work and fee proposal. If any of these services are requested by the Town or needed for completion of the project AMT will develop a separate fee and scope to meet the Town's needs on a case by case basis.

1. The Town will prepare and deliver notifications to property owners for surveying and field-related activities associated with this project. AMT can assist in drafting the notification letters.
2. The Town will handle all consensus building, public meetings or public meeting materials as required for this engineering study.

3. Stormwater analysis beyond the project limits is excluded from this study, including any analysis of downstream channels, creeks or pipes, upstream detention basin modifications, design for future improvements, design for the rehabilitation of existing culverts, or the design of outfall improvements or floodplain modifications.
4. Hydrology will be based on record drawings of upstream detention facilities and current conditions in the watershed. Peak discharges will be compared to Town records and coordination with the Town to establish design hydrology for this drainage system.
5. Engineering design, bid and construction phase services are excluded from the study phase. Other exclusions which may require attention during the engineering design including Subsurface Utility Locating (Quality Level A or B), Closed-circuit TV inspection, and pipe condition assessments.
6. Geotechnical engineering services are excluded.
7. Project is planned for construction within existing publically owned lands including right of way or within an existing prescribed easement. Assistance in developing deeds and easement plats, or in property appraisals and property acquisition is not required.
8. AMT is not responsible for review time required for regulatory agencies (due to work load) to perform their review and issuance of permits.

### **Schedule**

Based on the scope of services outlined above, AMT anticipates the following timeline for completion of the project within 90 to 120 calendar days, beginning with a written notice-to-proceed and the receipt of Town provided record drawings and other supporting information.

Environmental:	30 days
Surveying:	45 days
Hydrology and Hydraulics:	60 days
Preliminary Engineering Report:	90 days
Town Review:	100 days
Final PER Report:	120 days

### **Professional Fees**

The above-listed based and additional services shall be performed for the lump sum fee of \$32,500 as shown in the attached Fee Proposal Estimate.



**ENGINEERING STUDY PHASE**

Task	Principal	Project Manager	Env. Scientist I	Env. Scientist II	Sr. CAD Tech	Admin.	TOTAL
<b>ENVIRONMENTAL SERVICES</b>							
1 Wetland/WoUS Delineation (field work)		1	12	12			25
2 Wetland/WoUS - JDR Report (office work)		1		4	12		17
3 USACoE Confirmation Field Visit			8			1	9
Total Hours	0	2	20	16	12	1	51
Hourly Rate	\$180.00	\$160.00	\$125.00	\$100.00	\$70.00	\$52.50	
Subtotal =	\$0	\$320	\$2,500	\$1,600	\$840	\$53	\$5,313

Task	Principal	Project Manager	Sr. Surveyor	Survey Crew	Sr. CAD Designer	Admin.	TOTAL
<b>SURVEY, MAPPING AND SUE SERVICES</b>							
1 Establish Site Control and Mobilization		1	2	4		1	8
2 Boundary Control Recovery			2	4			6
3 Topographic Survey			2	16			18
4 Locate Utilities marked by Miss Utility			1	4			5
5 Locate Wetland Flags Set By Others			1	4			5
6 Prepare Base Mapping in AutoCAD Civil 3D		1	2	2	16	1	22
Total Hours	0	2	10	34	16	2	64
Hourly Rate	\$180.00	\$160.00	\$125.00	\$95.00	\$80.00	\$52.50	
Subtotal =	\$0	\$320	\$1,250	\$3,230	\$1,280	\$105	\$6,185

Task	Principal	Project Manager	Sr. Engineer	Civil Engineer	Sr. CAD Designer	Admin.	TOTAL
<b>DATA COLLECTION AND EVALUATION</b>							
1 Data Collection / Kick-Off Meeting			5				5
2 Field Investigations			8				8
3 Obtain / Review Existing Documents			1				1
4 Collect and Review FEMA Data/Soils Data			1				1
5 Review Base Mapping/GIS Data			2				2
Total Hours	0	0	17	0	0	0	17
Hourly Rate	\$180.00	\$160.00	\$110.00	\$95.00	\$80.00	\$52.50	
Subtotal =	\$0	\$0	\$1,870	\$0	\$0	\$0	\$1,870

Task	Principal	Project Manager	Sr. Engineer	Civil Engineer	Sr. CAD Designer	Admin.	TOTAL
<b>ENGINEERING MODELS</b>							
1 Compile Survey Mapping and GIS			2		16		18
2 Setup SWMM Models			2	4			6
3 Watershed Mapping & Characteristics		1	4	16	8		29
4 Proposed Conditions Models		2	8	36			46
5 Design Coordination with Models		1	6	4	2		13
Total Hours	0	4	22	60	26	0	112
Hourly Rate	\$180.00	\$160.00	\$110.00	\$95.00	\$80.00	\$52.50	
Subtotal =	\$0	\$640	\$2,420	\$5,700	\$2,080	\$0	\$10,840

Task		Principal	Project Manager	Sr. Engineer	Civil Engineer	Sr. CAD Designer	Admin.	TOTAL
<b>PRELIMINARY ENGINEERING REPORT</b>								
1	Modeling & Mapping in Report Appendices		2	4			2	8
2	Develop Letter Report		2	16	2		2	22
3	Pipe Sizing Sherwood Drive (Sketch)		1	2	4	12		19
4	Pipe Sizing Hans Meadow Drive (Sketch)		1	3	6	26		36
Total Hours		0	6	25	12	38	4	85
Hourly Rate		\$180.00	\$160.00	\$110.00	\$95.00	\$80.00	\$52.50	
Subtotal =		\$0	\$960	\$2,750	\$1,140	\$3,040	\$210	\$8,100

	<b>LABOR SUBTOTAL (STUDY PHASE) =</b>	<b>\$32,308</b>
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	<b>DIRECT EXPENSES =</b>	<b>\$192</b>
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	<b>TOTAL FEE (STUDY PHASE) =</b>	<b>\$32,500</b>
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# Town of Christiansburg Engineering Department

## Notification of Project Availability and Request for Proposals

### Hans Meadow Drainage Improvements – Phase 2 PN: 01405-2

January 21, 2016

#### 1. Introduction

In accordance with the Town's procedure for distributing multiple projects, the Hans Meadow Drainage Improvements – Phase 2 Project is available for proposals from firms holding current Stormwater Civil Engineering Term Services Contracts. Proposals will be received until 3:00 pm, local prevailing time, on Friday February 12, 2016, at the Town Hall of Christiansburg, Attn: Purchasing Coordinator, 100 East Main Street, Christiansburg, VA 24073. A **mandatory** pre-proposal meeting will be held at 2:00 pm, local prevailing time, on Tuesday, February 2, 2016 in the Engineering Department at the Christiansburg Town Hall.

#### 2. Scope of Work

This project generally consists of improvements to the stormwater drainage infrastructure, including manmade and natural conveyance systems, beginning at an existing Town owned detention pond located on parcel 499- A 1H, discharging to an outfall from a culvert under US 460 Bypass and ending at the confluence with Crab Creek.. The primary project goal is relief from flooding along an approximate 800 foot length of Hans Meadow Drive. Secondary project goals

include natural channel stabilization that will reduce erosion and reduce maintenance on pipe systems, and quantifying any pollutant and sediment load reductions realized through channel improvements. Approximately 145 acres drain to the discharge point on Crab Creek. Work shall include any and all research, field work and data collection, studies, layout and design of stormwater drainage design, pond routing analysis and potential modifications, natural channel design, or other professional services required to complete the project. Services may include but will not be limited to preliminary planning, surveying, preparing plans and profiles, cost estimating and evaluation of the adequacy of existing project funding estimates, assistance with public information coordination and meetings, easement and right-of-way acquisition document preparation (deeds and plats), identify and seek funding opportunities, permitting, construction document preparation (drawings and technical specifications), bidding and contract document review (front end documents prepared by the Town), construction administration assistance, construction compliance certification, and preparation of certified record drawings. The successful firm will develop recommendations for improvements for Town review, provide any revisions based on Town review and comment, and prepare a final set of construction plans and specifications for review and approval by the Town and other regulatory agencies in accordance with funding requirements.

### 3. Proposal Contents

In order to be considered for selection, the firm must submit a complete response to this RFP. Three (3) original copies of each proposal must be submitted. Proposals shall be limited to five single sided pages and shall describe the respondent firm's specific approach to the project, a preliminary schedule, previous specific experience working on similar projects, and a list of other studies and projects to which the proposed project team is currently assigned. In addition to the proposal, a cover letter consisting of no more than two single sided pages may be submitted.

#### 4. Selection

Firms will be ranked based on the following criteria, with weighting of criteria to be determined by the Town as appropriate:

- a. Knowledge and experience concerning the scope and requirements for the project (20%).
- b. Knowledge of the Town's overall goals concerning the project (20%).
- c. Past performance on similar scopes of work (15%).
- d. Order of ranking from initial proposals (15%).
- e. Current work load or agreements in effect with the Town (15%).
- f. Current work load on other non-Town studies and projects (15%).

The Town will negotiate compensation terms with the highest ranking firm and if the terms are acceptable to the Town, the Town will award the project to that firm. If not, the Town will negotiate with the next highest ranking firm, etc. Fees for services will be governed by procedures established by the participating funding agencies where applicable. Otherwise, fees for services shall be fair and reasonable and negotiated on a schedule agreeable to the Town. The Town reserves the right not to award any project contemplated under the term services contract to any of the contracted firms if terms acceptable to the Town cannot be reached. In that case, the Town may elect to solicit other firms under a separate RFP for that project.

#### 5. Contract

A draft contract is attached to and incorporated into this document by reference.

**Hans Meadow Drainage Improvements – Phase 2**

**PN: 01405-02**

**Stormwater Civil Engineering Term Services Project Contract**

**Town of Christiansburg, Virginia**

This Project Contract ("Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **TOWN OF CHRISTIANSBURG, VIRGINIA**, 100 East Main Street, Christiansburg, VA 24073 (hereinafter referred to as "Town"), and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, VA \_\_\_\_\_ (hereinafter referred to as "Engineer").

**RECITALS**

For and in consideration of the agreements and covenants set forth herein, the parties agree as follows in accordance with and incorporating by reference herein that certain Transportation Civil Engineering Term Services Contract ENG-14-0020 dated December 1, 2014, as amended.

**PROJECT COORDINATOR**

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

**NOTICES**

Town Project Coordinator:

Mr. John Burke  
Environmental Program Manager  
Town of Christiansburg  
100 East Main Street  
Christiansburg, VA 24073

(Consultant) Project Coordinator:



### **SECTION 1: DESCRIPTION OF SERVICES**

The scope of work that the Engineer has agreed to perform pursuant to \_\_\_\_\_ and all addenda, if any, and all associated permits is \_\_\_\_\_ (“Project”), awarded to Engineer in accordance with the Town’s policy for awarding projects under a term services contract, reference Exhibit A.

### **SECTION 2: TIME OF PERFORMANCE**

The Contract period shall commence \_\_\_\_\_ and terminate on \_\_\_\_\_ for final completion on \_\_\_\_\_. The anticipated project schedule is included as Exhibit B.

### **SECTION 3: COMPENSATION**

The total amount to be paid by the Town to the Engineer is \_\_\_\_\_ based upon the services authorized and performed in accordance with the Project. Invoices for services shall be submitted by the 10<sup>th</sup> of the month, and payments shall be made by the 1st 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 a Project contract, including partial payments, shall become the property of the Town without restrictions or limitations. Work under a Project 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 or a Project contract must contain the Contract number.

#### **SECTION 4: CONFORMANCE WITH RFP AND PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Engineer pursuant to the Request for Proposal issued for the Project and the proposal and specifications for the Project. All documents submitted by the Engineer in relation to said Project and all documents promulgated by the Town for inviting proposals are by reference, made a part hereof as if set forth herein in full and attached hereto as Exhibits C and D.

#### **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, which include the provisions set forth in the Term Services 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.

All other terms and conditions of the Fixed Term Services Contract for Transportation Civil Engineering Term Services remain unchanged and in full force and effect.

**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: Barry Helms, Town Manager

Printed Name and Title

Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Theresa J. Fontana, Town Attorney

**TOWN OF CHRISTIANBURG, VIRGINIA**  
**STORMWATER AND ENVIRONMENTAL CIVIL**  
**ENGINEERING AND SURVEY**  
**TERM SERVICES PROJECT CONTRACT # ENG.14-0019**  
**HANS MEADOW DRAINAGE IMPROVEMENTS – PHASE 2, TOC 01405-2**

This Project Contract ("Contract") is made this \_\_\_\_ day of February, 2017, by and between the **TOWN OF CHRISTIANBURG, VIRGINIA**, 100 East Main Street, Christiansburg, VA 24073 (hereinafter referred to as "Town"), and **A. MORTON THOMAS AND ASSOCIATES, INC.**, 100 Gateway Centre Parkway, Suite 200, Richmond, VA 23235 (hereinafter referred to as "Engineer").

**RECITALS**

For and in consideration of the agreements and covenants set forth herein, and in accordance with and incorporating by reference herein that certain Fixed Term Services Contract for Stormwater and Environmental Civil Engineering and Surveying Term Services, dated December 31, 2014, and last renewed pursuant to Amendment # 2 effective December 31, 2016, the parties agree as follows:

**PROJECT COORDINATOR**

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

As used herein the Engineer Project Coordinator shall mean Mr. Don Rissmeyer who can be contacted at the addresses listed below.

**NOTICES**

Town Project Coordinator:

Mr. John Burke  
Town of Christiansburg  
100 East Main Street  
Christiansburg, VA 24073

Consultant Project Coordinator:

Mr. Don Rissmeyer  
A. Morton Thomas and Associates  
100 Gateway Centre Parkway, Ste 200  
Richmond, VA 23235



## **SECTION 1: DESCRIPTION OF SERVICES**

The Scope of Services for this Contract shall be as set forth in Engineer's revised Hans Meadow Road Drainage Improvements proposal dated February 21, 2017, included herein as Exhibit A, that the Engineer has agreed to perform pursuant to the Notification of Project Availability and Request for Proposals – Hans Meadow Road Drainage Improvements – Phase 2 Project, dated January 21<sup>st</sup>, 2016 and all addenda, if any, incorporated herein as Exhibit B, and all associated permits.

## **SECTION 2: TIME OF PERFORMANCE**

The Contract period shall commence on March 1, 2017 and terminate on June 30, 2017.

## **SECTION 3: COMPENSATION**

The total amount to be paid by the Town to the Engineer for the Work under this contract is **\$32,500.00** as set forth in Exhibit A, in the section titled "Engineering Study Phase" Labor Cost Proposal. All reimbursable costs for printing, travel, mailings, etc. are included in this amount.

Invoices for services completed shall be submitted by the 5<sup>th</sup> 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 a Project contract, including partial payments, shall become the property of the Town without restrictions or limitations. Such work may 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 or a Project contract must contain the Contract number as listed above.

## **SECTION 4: CONFORMANCE WITH RFP AND PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Engineer pursuant to the Request for Proposal issued for the Project and the proposal and specifications for the Project. All documents submitted

by the Engineer in relation to said Project and all documents promulgated by the Town for inviting proposals 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, which include the provisions set forth in the Term Services 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: Steve Biggs, Town Manager

Printed Name and Title

Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Theresa J. Fontana, Town Attorney



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

**AGENDA LOCATION:**  
OTHER BUSINESS

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Amendment to the Small Purchases Procedures Policy

**DESCRIPTION:**  
Proposal to simplify and streamline the procedure for efficiency in making small purchases and retain a competitive environment for best value.

**POTENTIAL ACTION:**

**DEPARTMENT:**  
Administration

**PRESENTER:**  
Val Tweedie, Treasurer  
Steve Biggs, Town Manager

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**  
Revisions included with agenda packet. For review of current (not amended) policy see this link: <https://app.box.com/s/fpwmfn9fbnyi19e1inx9axhotvav6pcs>

**Date:**

**Action Taken:**

**Information Provided:**



**Town of Christiansburg**  
**Procurement Policy**  
**Excerpt of changes for 2-28-2017**

A. Small Purchases Procedure.

~~1. Purchases where the estimated total cost of the materials, equipment, supplies, shipping, insurance, construction, or non-professional service are~~ Goods and services, other than professional services and non-transportation related construction, if the aggregate or the sum of all phases is not expected to exceed One Hundred Thousand Dollars (\$100,000) may be awarded in accordance with procedures ~~delineated in the most recently approved Town Purchasing Procedures.~~ as follows:

~~Small purchase procedures shall include but are not limited to the following provisions:~~

- a. Purchases from nongovernmental sources where the estimated total cost of the goods or services are \$30,000 or greater but less than \$100,000 may be made after soliciting a minimum of four (4) written quotations.
  - b. Purchases from nongovernmental sources where the estimated total cost of the goods or services is \$5,000 or greater but less than \$30,000 may be made after soliciting a minimum of three (3) written or documented verbal/telephone quotations. Written quotes are preferable.
  - c. Purchases where the estimated total cost of the goods or services is less than \$5,000 may be made upon receipt of one quote that is shown to be a fair and reasonable price. An effort shall be made to solicit more than one quotation when practical.
  - d. Purchase of used equipment, defined as equipment which has been previously owned and used where the estimated total cost is \$5,000 or greater but less than \$30,000 may be made after soliciting a minimum of two (2) written quotations; award shall be based on the offer deemed to be in the best interest of the Town of Christiansburg. A written determination must be provided and kept in the procurement file if only one source is practicably available and the Town must negotiate a fair and reasonable price. Prior to the award of a contract for used equipment, a person technically knowledgeable of the type of equipment sought shall document the condition of the equipment stating that this purchase would be in the best interest of the Town of Christiansburg as part of the purchase documentation; price reasonableness shall be considered in determining award.
  - e. Procedures may be established for the use of unsealed Bids or Requests for Proposals for goods and non-professional services when the estimated total cost of the goods or services is less than \$100,000.
  - f. Nothing in this section shall preclude requiring more stringent procedures for purchases made under the small purchase method.
2. For transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000, the following procedure may be used:
- a. Where the estimated total cost of the transportation-related construction is \$10,000 or greater but less than \$25,000 the purchase may be made after soliciting a minimum of three (3) written quotations.

- b. Where the estimated total cost of the transportation-related construction is less than \$10,000 the purchase may be made upon receipt of one quote that is shown to be a fair and reasonable price. An effort shall be made to solicit more than one quote when practical.
- 3. Procurement of professional services, where the aggregate or sum of all phases is not expected to exceed \$60,000, may be made as follows:
  - a. Where the estimated total cost of the professional service is \$10,000 or greater but less than \$60,000 the purchase may be made after seeking informal proposals from not less than two (2) firms.
  - b. Where the estimated total cost of the professional service is less than \$10,000, the purchase may be made upon receipt of one (1) proposal.

B. Use of Small Purchase or Specialized Credit Cards.

Small purchase or specialized credit cards may be utilized for the purchases indicated in the credit card procedures. Credit card procedures/regulations outlining the specific, complete details for use of the purchase card must be reviewed and approved by the Director of Finance, and the Town Manager and his designee, prior to implementation and adoption. Misuse of any credit card program is subject to the same action stated in Section VI (J) and X (L) of this Policy, in addition to any legal remedies outlined in the specific card procedures/regulations.

C. Exemptions and Exceptions.

In accordance with §§ 2.2-4344 and 2.2-4346, Virginia Code, purchases exempted from competitive procurement shall include the following: purchases of goods or services produced or performed by persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired, or employment services organizations that offer transitional or supported employment services serving individuals with disabilities, legal services, provided that pertinent provisions of Chapter 5 (§ 2.2-500 et seq.) of Title 2.2 of the Virginia Code remain applicable and expert witnesses and other services associated with litigation or regulatory proceedings, and certain essential election materials and services in accordance with Article 1 (§2.2-4300 et seq.), Article 2 (§2.2-4303, et seq.) and Article 5 (§2.2-4357, et seq.) of Title 2.2 of the Virginia Code.

The Town of Christiansburg may enter into contracts without competitive sealed bidding or competitive negotiation for insurance if purchased through an association of which the Town of Christiansburg is a member, if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance by use of competitive principles and provided that a determination is made in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.



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

**AGENDA LOCATION:**  
NEW BUSINESS

**Meeting Date:**  
FEBRUARY 28, 2017

**ITEM TITLE:**  
Proposed ordinance

**DESCRIPTION:**  
Proposed ordinance regarding interference by pedestrians on public roadways and highways

**POTENTIAL ACTION:**

**DEPARTMENT:**  
Police

**PRESENTER:**  
Theresa Fontana, Town Attorney  
Mark Sisson, Chief of Police

**ITEM HISTORY:**

**Date:**

**Action Taken:**

**Information Provided:**

**Date:**

**Action Taken:**

**Information Provided:**

**AN ORDINANCE ADOPTING SECTION 34-26, “INTERFERENCE WITH  
TRAFFIC PROHIBITED,” OF CHAPTER 34, “TRAFFIC AND MOTOR  
VEHICLES,” CHRISTIANSBURG TOWN CODE; PROHIBITING PEDESTRIANS  
AND MOTOR VEHICLE OPERATORS FROM EXCHANGING ITEMS  
AND INTERFERING WITH TRAFFIC WHILE A MOTOR VEHICLE  
IS IN THE TRAVEL LANE OF A ROAD OR HIGHWAY;  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Virginia Code § 15.2-2028, authorizes a locality to regulate and control the operation of motor and other vehicles and the movement of vehicular and pedestrian travel and traffic on streets, highways, roads, alleys, bridges, viaducts, underpasses, and other public rights-of-ways and places; and

**WHEREAS**, Virginia Code § 46.2-931, authorizes a locality to prohibit certain interactions between pedestrians and motorists on highways and public roadways within its boundaries; and

**WHEREAS**, the Town Council has reviewed the issue of pedestrian interference with vehicle operators, considered the impact on traffic flows, and the danger that such interference presents to the pedestrians interacting with operators of vehicles while the vehicle is in the traffic/travel lane of a road or highway; and

**WHEREAS**, the Town Council has found that it is in the public health and safety interests of its citizens to prevent pedestrian interference with traffic as set forth herein;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Christiansburg that Chapter 34, “Traffic and Motor Vehicles,” Section 34-26, “Interference with traffic prohibited,” is hereby adopted and enacted as follows:

**Chapter 34 – TRAFFIC AND MOTOR VEHICLES**

\* \* \*

**Sec. 34-26. – Interference with traffic prohibited.**

(1) *Intent of section.* The intent of this section is to protect the public health, safety, and general welfare of the citizens and visitors of the Town of Christiansburg, and enable the free, orderly, uninterrupted movement of motor vehicles on public roadways within the town by limiting interactions between pedestrians and motor vehicles located within the traffic or travel lane of town roadways.

(2) *Definitions.* For purposes of this section, the following definitions apply:

- (a) “*Roadway*” includes all public roads, streets, highways, and ramps, open to vehicular traffic within the town. This definition excludes private roads and private property. This definition also excludes public parking areas in the town.
- (c) “*Item*” includes any physical object.

(3) *Findings.* The town council hereby finds the following: a) allowing transactions in which items are exchanged between pedestrians and the operators of motor vehicles operating in the traffic/travel lane of town roadways is inherently dangerous, is distracting to both pedestrians and motorists, threatens the safety and wellbeing of the pedestrian and vehicle operator, interferes with the free flow of traffic, and potentially threatens nearby third parties; (b) the traffic/travel lane of town roadways in which motor vehicles are present and operating is not designed for and is not an appropriate location for anything other than travel; (c) the prohibition against interfering with traffic as set forth herein is narrowly tailored to serve the town's substantial interest in protecting the public health, safety, and welfare of town citizens and visitors; and d) this prohibition leaves open many alternative channels for interaction in the town which do not disrupt traffic flows and create a dangerous situation on roadways.

(4) *Prohibition.* It shall be unlawful to violate the following:

- (a) No pedestrian and the operator of a motor vehicle shall exchange or attempt to exchange any item while the operator's motor vehicle is located in a traffic or travel lane on town roadways.

(5) *Exceptions.* This section does not apply to the following:

- (a) This section shall not apply to the distribution, receipt, or exchange of any item with the occupant of a motor vehicle parked on private property or parked in a public parking area.
- (b) This section shall not apply to any law enforcement officer acting in the scope of his/her official duty.
- (c) This section shall not apply to the distribution, receipt, or exchange of any item with the occupant of a motor vehicle located in the roadway after a motor vehicle accident, or to assist the occupant of a disabled motor vehicle, or to assist a pedestrian or motor vehicle occupant experiencing a medical emergency.

(6) *Penalties.* Any pedestrian or operator of a motor vehicle in violation of this section shall be guilty of a traffic infraction.

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This ordinance shall become effective upon adoption. If any part of this ordinance is deemed unlawful by a court of competent jurisdiction all remaining parts shall be deemed valid.

Upon a call for an aye and nay vote on the foregoing ordinance at a regular meeting of the Council of the Town of Christiansburg, Virginia held \_\_\_\_\_, the members of the Council of the Town of Christiansburg, Virginia, present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

Aye

Nay

Abstain

Absent

Mayor D. Michael Barber\*



Ord. 2017 - \_\_\_\_

Samuel M. Bishop

Harry Collins

Cord Hall

Steve Huppert

Henry Showalter

Bradford J. Stipes

\*Votes only in the event of a tie vote by Council.

SEAL:

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Michele M. Stipes, Town Clerk

---

D. Michael Barber, Mayor

**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~~<sup>Town</sup> 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"~~<sup>Town of Christiansburg</sup> 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.
2. **Protest of Award or Decision to Award:** Any firm may protest an award or decision to award a contract under procedure as set forth in the Town of Christiansburg Procurement Policy.



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 TOWN MANAGER  
RANDY WINGFIELD

ASSISTANT TO THE TOWN  
MANAGER  
ADAM CARPENETTI

DIRECTOR OF  
FINANCE/TOWN TREASURER  
VALERIE L. TWEEDE, CPA, CFE, CGFM

CHIEF OF POLICE  
MARK SISSON

CLERK OF COUNCIL  
MICHELE M. STIPES

TOWN ATTORNEY  
GUYNN & WADDELL, P.C.

# *Town of Christiansburg, Virginia 24073*

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

## **CONTRACT FOR Insurance Consulting Services**

**Contract Number: ADM-17-0012**

This contract entered into this 7th day of February 2017, by the Town of Christiansburg, hereinafter called the "Town" and Digital Insurance, Inc., d/b/a OneDigital, a Delaware corporation ("Consultant"), with a mailing address of 200 Galleria Parkway, Ste 1950; Atlanta, GA 30339.

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

**SCOPE OF SERVICES:** The Consultant shall provide the services to the Town as set forth in the Town's Request for Proposal for Insurance Consulting Services attached as Exhibit A and Contractor's Proposal dated January 13, 2017 for Employee Medical Insurance and Benefits Consulting Services attached as Exhibit B and other voluntary benefit consulting as negotiated to include, but not necessarily be limited to, the following:

1. Perform a Comprehensive Annual Review of Benefits:
  - a. Review and assess employee benefit package for quality of benefits, cost effectiveness, competitiveness and effective plan administration at least annually.
  - b. Manage annual benefit renewals, including contract and rate negotiations.
  - c. Recommend benefit plans that should be put out to bid.
2. Recommend Changes/Enhancements to Benefits Package:
  - a. Evaluate and make recommendations to the Town for plan benefit changes and/or enhancements and cost-containment strategies.
  - b. Perform an initial review and report of employee health benefits program for cost effectiveness, program design, competitiveness and plan or claims administration. This should include premium calculations, drug co-pay rates, and options for the Town to consider in addressing specific issues that may arise.
3. Recommend and Manage Benefit Plan Bid Process:
  - a. Identify appropriate vendors with input from the Town and prepare and disseminate bid specifications; analyze bid packages in accordance with criteria provided by the Town.
  - b. Solicit bids for the Town's desired insurance/benefit package to obtain the best premiums/fees for desired services. This includes preparing bid specifications, providing an analysis of proposals, providing a written assessment of bids received based on the Town's criteria and timeframe, and making a recommendation as to selection of best bid. Negotiate and finalize resulting contract/s, (preferably multi-year contracts).
  - c. Audit benefit contracts for accuracy of coverage, whether or not the terms and conditions have been met, and notify the Town of any condition that may be detrimental to the Town's rights or best interests.

- d. Ensure that proposal respondents are reputable insurance carriers that are eligible to do business in the Commonwealth of Virginia.
- e. Ensure that insurance certificates and endorsements are provided to appropriate parties.
- f. Ensure that the solicitation and selection of insurance carrier is completed in a timely manner.
- 4. Coordinate open enrollment, employee meetings and preparation of materials when needed:
  - a. Provide significant open enrollment support, including but not limited to, developing a feasible timeline, develop and providing open enrollment materials, and conducting an appropriate number of open enrollment meetings to accommodate all benefits-eligible employees when needed.
  - b. Create and provide an annual benefits booklet for all benefit-eligible employees AND retirees detailing insurance and other benefit plans offered and eligibility requirements. These booklets should be distributed immediately preceding each open enrollment.
  - c. Create and maintain a methodology for informing and enrolling new hires interested in voluntary benefits.
  - d. Responsible for open enrollment, changes in enrollment, and identifying changes in employee status which impact pricing, calculate subsequent adjustments and payroll deductions and notify human resources and payroll of the necessary adjustments for agreed to supplemental benefits and medical benefits during open enrollment and throughout the year.
- 5. Monitor ongoing contracts, including third-party administration, to ensure contract compliance and provide quarterly reporting for each benefit plan's performance:
  - a. Track and report benefit plan performance monthly, including claims analysis and benefit utilization. Prepare annual reports, in any reasonable format requested in advance by the Town, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or benefit enhancements.
  - b. Review contracts with providers for accuracy in rates, benefits, coverage definitions, as requested.
  - c. Negotiate insurance renewals, including meeting and/or conferring directly with insurance company underwriters.
  - d. Consult with actuaries within own company, subsidiary, affiliate or independent third party before, during, and after the negotiation process with health insurance provider.
  - e. Monitor and report to Town management overall utilization, expense and related factors.
  - f. Utilize actuaries within own company, subsidiary, affiliate or independent third party to actively assess utilization and cost, plan for ongoing cost control, savings, and assist in negotiating plan renewal.
  - g. Evaluate sizeable deductibles, Stop Loss rate and other means of reducing the insurance cost and cash flow.
  - h. Provide budget projections for future benefit costs.
  - i. Assist with the development of performance guarantees relating to vendors' performance of services and evaluate the performance of vendors.
- 6. Provide ongoing service and support to Town staff:
  - a. Analyze on an ongoing basis benefits from recruiting and retention perspective when compared to other localities, private sector employers. Survey other municipalities and private sector businesses including but not limited to health insurance plan offerings, structure, premiums, employee contributions, enrollment and utilization rates, etc.
  - b. Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, claims, billing and service issues and contract administration.
  - c. Meet with Town representatives as needed.
  - d. Alert the Town of pending legislation/regulations impacting benefits and monitor each plan's compliance with government regulations.
  - e. Provide advice and assistance with HIPAA compliance.
  - f. Provide legal advice and assistance with Affordable Care Act planning, reporting and compliance.
  - g. Summarize and/or discuss financial reports and claims data, and make recommendations regarding changes, modifications and/or benefit enhancements.

- h. Attend meetings and present health insurance related information to Town of Christiansburg management team and Town Council as requested.
  - i. Provide ongoing evaluation regarding appropriateness of alternative financing mechanisms such as employer contributions, employee contributions, health savings and health reimbursement accounts and any and all other aspects of the pertinent to the employee health insurance plan.
  - j. Serve the Town as supplemental-voluntary insurance consultant and broker.
  - k. Provide information on health benefits issues, trends, possible new benefits; provide updates on proposed or new legislation which has an impact on benefit plans and/or costs
  - l. Provide full service guidance, assistance and direction regarding compliance to the Affordable Care Act and insurance affordability, and COBRA.
  - m. Provide other related consultation services as necessary.
  - n. Ensure all policies cover Public Safety personnel that includes but is not limited to police, Fire and EMS, and that there are no line of duty exclusions. Line of duty must be covered.
7. Consultant may offer additional insurance benefits to Town employees at no additional cost to Town. Employees may have their premiums deducted from their paycheck for such benefits. Consultant must disclose to Town any commission received for such benefits. **CONTRACT PERIOD:** The initial contract period is for one (1) year commencing March 1, 2017 and ending February 28, 2018. This contract may be renewed for four (4) additional one (1) year terms by contract addendum.

**COMPENSATION AND METHOD OF PAYMENT:** Consultant shall be paid quarterly based on the employee census at the time of benefits renewal in July of each year at the rate of \$9.95 per month per active employee participant in the Town's medical insurance coverage.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of this signed Contract and all exhibits including:

- The Town's Request for Proposal, including the General Terms and Conditions (Exhibit "A")
- Consultant's Proposal dated January 13, 2017 (Exhibit "B")

**TERMINATION:** See the Town's General Terms and Conditions section EE.

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

**CONSULTANT:**

**TOWN OF CHRISTIANBURG:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney