



**ROCKY MOUNT TOWN COUNCIL
AGENDA
SPECIAL COUNCIL MEETING
TO BE HELD IN COUNCIL CHAMBERS
ROCKY MOUNT MUNICIPAL BUILDING
345 DONALD AVENUE
ROCKY MOUNT, VIRGINIA
JULY 25, 2016
AT 4:00 P.M.**

When speaking before Town Council, please come to the podium and give your name and address for the record. Please address the Council and not the audience. If you provide Council with any documentation, please also give a copy to the town clerk prior to speaking.

◆
All cellular phones must be turned off during the Council Meeting.
◆

The Town of Rocky Mount is pleased to offer assistive listening devices for meeting attendees with special hearing needs. Please ask any staff member or the town clerk for assistance.

- I. Roll Call
- II. Approval of Agenda
- III. Approval of Way Finding Sign Contract
- IV. Approval of Resolution Extending Letter Of Credit
- V. Adjournment

Copies of the agenda packet are available for review at the Town Clerk's Office located at the Rocky Mount Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia, Monday through Friday, during normal working hours (8 a.m. to 5 p.m.), or by going to Town of Rocky Mount website: www.rockymountva.org.

◆
Notice of intent to comply with Americans With Disabilities Act: Special assistance is available for disabled persons addressing Town Council. Efforts will be made to provide adaptations or accommodations based on individual needs of qualified individuals with disability, provided that reasonable advance notification has been received by the Town Clerk's Office. For assistance, please contact the Town Clerk's Office, Town of Rocky Mount, 345 Donald Avenue, Rocky Mount, VA 24151, or by calling (540) 483-7660.
◆

Thank you for taking the time to participate in your Town Council meeting. The Mayor and members of Council invite and encourage you to attend whenever possible because good government depends on the interest and involvement of citizens.

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens Consent Item Old Business New Business
 Committee Report Other

FOR COUNCIL MEETING DATED:	July 25, 2016
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	Staff have for two years been working to consolidate and enhance the signage in Town. Council has previously approved the final Way Finding signage design created with community and stakeholder input and has budgeted \$50,000 for the project. After bidding and negotiating with the best bidder, the estimated cost of the project is \$59,215. Staff asks that Council approve the contract and that the over budget funds be taken from the General Fund contingency so that this project can be accomplished in the current year.
ACTION NEEDED:	Authorize the Town to enter into the contract presented.

Attachment(s):

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
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**TOWN OF ROCKY MOUNT, VIRGINIA
CONTRACT FOR CONSTRUCTION AND RELATED SERVICES
SIGNAGE CONTRACTOR'S FIXED PRICE FORM
("BUILDER'S AGREEMENT")**

This contract for construction is entered into by and between:

OWNER: **TOWN OF ROCKY MOUNT, 345 Donald Ave, Rocky Mount, VA 24151**
And

SIGNAGE CONTRACTOR: **Color-Ad Inc., 7200 Gary Road, Manassas, Virginia 20109**

This Construction Contract is executed under seal and shall be effective as of the July 11, 2016

PROJECT IDENTIFICATION INFORMATION:

Project Title: WAYFINDING AND SIGNAGE PROGRAM

Project Location: TOWN OF ROCKY MOUNT, VA.

Signage Project Description: Wayfinding and Signage Program

ADDRESSES and AUTHORIZED REPRESENTATIVES: The addresses and authorized representatives of the Owner, the Signage Contractor and any Professional (e.g., Architect or Engineer) working with the Town in connection with this Contract is as follows:

OWNER:

Representative: Josh Gibson

Mailing Address: 345 Donald Ave, Rocky Mount, VA 24151

Telephone: (540) 483- 0907

Facsimile:

E-mail: jgibson@rockymountva.org

SIGNAGE CONTRACTOR:

Representative: Dawna Bures

Mailing Address: 7200 Gary Road, Manassas, VA 20109

Telephone: (703) 631-9100

Facsimile: (703) 631-7849

E-mail: dbures@color-ad.com

FEIN/ SSN #: 54-0786657

RECITALS

WHEREAS, the Owner intends to construct the Project and is engaging the Signage Contractor to perform certain labor, supervision and services and to provide certain equipment, goods and materials for the Project;

WHEREAS, the Owner and Signage Contractor each acknowledges that it will act in good faith in carrying out its duties and obligations;

WHEREAS, the Owner's engagement of the Signage Contractor is based upon the Signage Contractor's representations to the owner that it: (i) is experienced in the type of labor and services the Owner is engaging the Signage Contractor to perform; (ii) is qualified, willing and able to perform labor and services for the Project; and (iii) has the expertise and ability to provide labor and services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project; and

WHEREAS, the Owner and Signage Contractor each acknowledges that it has reviewed and familiarized itself with this Construction Contract, and agrees to be bound by the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION ONE: SIGNAGE CONTRACTOR'S SCOPE OF WORK

A. The Signage Contractor shall furnish or cause to be furnished, and shall pay for out of the Contract Price: all management, supervision, financing, goods, products, materials, equipment, labor, services, construction machinery, transportation and other facilities necessary for proper execution and completion of its scope of the Work, in accordance with all of the terms and conditions of this Contract for Construction with the exception of Poles and footers will be installed by the City forces Color-Ad will be installing the sign panels on existing posts or new city installed posts.

B. The Signage nature of the scope of Work the Signage Contractor is to complete may briefly be described as follows: The Contractor shall provide all supervision, equipment, labor and materials necessary to complete the work of the Way finding and Signage Program.

SECTION TWO: THE CONTRACT DOCUMENTS

A. This Construction Contract between the parties is comprised of the following documents:

1. This form Builder's Agreement and all attached documents and appendices;
2. Special Conditions included within the Owner's Request for Proposal dated 06-03-2016 and change order dated 06/28/2016 (excluding footers and install of footers)
3. Specifications included within the Project Manual;
4. The bid submitted by the Signage Contractor and the lawful and valid modifications thereto, if any;
5. Any amendments or modifications executed by the Owner and Signage Contractor hereafter.

SECTION THREE: TIME FOR PERFORMANCE

The Signage Contractor shall, within ten (10) calendar days after execution of this Construction Contract, prepare and submit a Construction Schedule to the Owner and the Professional, in accordance with the requirements of the Signage Terms and Conditions (and any applicable Special Conditions) for this Contract.

SECTION FOUR: PERSONNEL AND CONSULTANTS

A. The Signage Contractor shall prepare and attach to this Contract a Personnel Chart which lists by name, job category and responsibility the Signage Contractor's primary employees who will work on the Project. The Signage Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement. Under no circumstances shall the Owner be required to consent to a proposed replacement under circumstances where such replacement would result in an increase in the Contract Price.

B. The Signage Contractor shall prepare and attach to this Contract a list of the Signage Contractor's Subcontractors and Suppliers, listing by name and Signage Project responsibility each subcontractor and supplier who will be utilized by the Signage Contractor to provide goods or services with respect to the Project. The Signage Contractor shall not enter into any agreement(s) with any subcontractor(s) or supplier(s) to which the Owner raises a reasonable, timely objection. The Signage Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s).

SECTION FIVE: COMPENSATION OF SIGNAGE CONTRACTOR

The Owner shall pay and the Signage Contractor shall accept, as full and complete payment for the Signage Contractor's timely and complete performance of its obligations under this Construction Contract the **FIXED PRICE of: \$ 59,215.0 (Fifty nine thousand two hundred and fifteen dollars only) which includes the following below.**

Base contract Value: \$38,450.00 (per Proposal dated June 03, 2016)

Change order 2 Value: \$19,565.00 (New poles and Bell casing dated June 28, 2016)

Shipping charges for Change order 2: \$1,200.00

Attachments: Proposals dates June 3, 2016 and June 28, 2016

A. Upon receipt by the Owner of the Signage Contractor's monthly progressive payment invoice, properly prepared, the Owner shall pay to the Signage Contractor the total amount of each invoice as approved by the Professional, unless there is a dispute about the amount of compensation due the Signage Contractor.

B. If the Signage Contractor disputes a change order decision, then the Signage Contractor must give the Owner its written notice of dispute, including the reasons therefore, following the procedures set forth within the Signage Terms and Conditions for this Contract.

SECTION SIX: SPECIFIC INSURANCE REQUIREMENTS

A. The Signage Contractor shall purchase and maintain, at its expense, and from a company or companies authorized to do business within Virginia, insurance policies containing the following selected types of coverage's and minimum limits of liability, protecting from claims which may arise out of or result from the Signage Contractor's performance or non-performance of services under this Construction Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Signage Contractor or for whose acts it may be liable:

Worker's Compensation, Disability Benefit, or similar employee benefits act coverage, and employer's liability coverage, as required by the State of Virginia;

Commercial Signage Liability which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground, explosion and collapse hazard, and personal/advertising injury, and (ii) has per-occurrence limits of not less than One Million Dollars (\$1,000,000.00);

Commercial Comprehensive Automobile Liability which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles, with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, or One Million Dollars (\$1,000,000.00), combined single limit.

B. The required insurance coverage's shall be evidenced by a certificate of insurance acceptable to the Town which provides that the coverage evidenced thereby shall not be substantially modified or canceled without prior written notice to the Town. The policies shall be endorsed to name the Town, and their officials, officers and employees and agents as "additional insured" for purposes of this Agreement.

SECTION SEVEN: MISCELLANEOUS

A. NO DISCRIMINATION BY SIGNAGE CONTRACTOR

The Signage Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, 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 Signage Contractor. The Signage Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Signage Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Signage Contractor, shall state that such Signage Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.

B. MODIFICATION OF CONTRACT

1. This Contract may be supplemented, modified, or amended by the mutual agreement of the parties hereto, set forth in writing. No supplement, modification or amendment shall be enforceable unless set forth within a writing signed by both the Owner and the Signage Contractor.

2. Notwithstanding the foregoing, no fixed price contract may be increased by more than ten percent (10%) of the amount of the Contract without the advance approval of the Owner's Town Manager, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Signage Contractor from the consequences of an error in a bid or offer submitted by it to the Owner).

C. DRUG-FREE WORKPLACE

During the performance of this contract the Signage Contractor agrees as follows: (i) to provide a drug-free workplace for its employees; (ii) to 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 Signage Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the Signage Contractor that the Signage Contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Signage Contractor in accordance with this procurement transaction, where the Signage Contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.

D. GOVERNING LAW

This Contract shall in all aspects be governed by and interpreted in accordance with the laws of the State of Virginia. Any and all litigation concerning this Contract shall be commenced and prosecuted within the local, state or federal court(s) having jurisdiction over the geographic area in which the Project is located.

E. FORCE MAJEURE

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or similar events beyond the control of the other.

F. NO WAIVER OF RIGHTS

No failure on the part of the Owner to enforce any of the terms or conditions set forth in this Contract shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the Owner of any default or failure to perform by the Signage Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the Owner, and/or the performance of all or any part of this Contract by the Owner, for or during any period(s) following a default or failure to perform by the Signage Contractor, shall not be construed as or deemed to be a waiver by the Owner of any rights hereunder.

G. SEVERABILITY

In the event that any term, provision or condition of this Contract, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

H. HEADINGS

Section, article, and paragraph headings contained within this Contract have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Contract.

I. BINDING EFFECT

The terms, provisions and conditions of this Contract shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Contract) their assigns.

J. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement:

OWNER:

SIGNAGE CONTRACTOR:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

This disbursement has been pre-audited in the manner required
By the Local Government Budget and Fiscal Control Act:

Director of Finance or designee

Contract Approved As to Form:

Town of Rocky Mount Attorney or designee

Town of Rocky Mount, VA - Color-Ad Inc. Price Proposal

Sign Type Description	Size	Sign Descriptions	Qty	Unit Sign price	Extended sign price	Unit Install price	Extended Install price
Large Trail Blazers	6'-0" x 4'-2"	Aluminum Panel with frame, primed, painted and with graphics	11	\$1,736.00	\$19,096.00	\$348.00	\$3,828.00
Small Trail Blazers	5'-0" x 3'-6"	Aluminum Panel with frame, primed, painted and with graphics	6	\$1,356.00	\$8,136.00	\$348.00	\$2,088.00
Supplimental	36" x 24"	Aluminum Panel with Digital print	3	\$286.00	\$858.00	\$116.00	\$348.00
Parking (Large)	36" x 24"	Aluminum Panel with Digital print	5	\$286.00	\$1,430.00	\$116.00	\$580.00
Parking (Directional)	24" x 16"	Aluminum Panel with Digital print	7	\$244.00	\$1,708.00	\$54.00	\$378.00
Sub Totals			32		\$31,228.00		\$7,222.00
Total Project Value				\$38,450.00			

Pricing Notes:

1. Install includes sign panels mopunted to existing poles or client installed poles, travle, per diem, hotel and boarding costs
2. Sign costs include - Pre construction meeting, Shopdrawings, all materials, labor for manufacture, packing and shipping
3. Client to provide final message schedule and Town logo arfile upon award of the project.
4. Taxes and Bonds are not included - If applicable, will be additional

Town of Rocky Mount, VA - Color-Ad Inc. Price Proposal

Sign Type Description	Sign Descriptions	Qty	Unit Sign price	Extended sign price
Fluted Poles with Bell Casing	Custom Aluminum fluted pole 6" dia with cast shell bell casing, base plates primed and painted black	13	\$1,505.00	\$19,565.00
Shipping cost		1	\$1,200.00	\$1,200.00
Sub Totals		14		\$20,765.00

Pricing Notes:

1. Taxes and Bonds are not included - If applicable, will be additional

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens Consent Item Old Business New Business
 Committee Report Other

FOR COUNCIL MEETING DATED:	July 25, 2016
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	Attached is a resolution and letter required to extend our letter of credit with Carter Bank. This letter is required as a backup surety for VDOT revenue sharing funds used to extend the road in the Town's industrial park. Given that VDOT has extended the covered period of their funds, they require that the letter of credit be extended.
ACTION NEEDED:	Approve the resolution

Attachment(s):

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
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RESOLUTION NO.: 2016.012

**TOWN OF ROCKY MOUNT
RESOLUTION
LETTER OF CREDIT WITH VDOT AS BENEFICIARY FOR THE FISCAL YEAR
ENDING JUNE 30, 2017**

WHEREAS, the Virginia Department of Transportation (VDOT) awarded the Town Economic Development Access Program funds for project 9999-157-720, N501 of \$334,000 for the construction of a new roadway into the joint County/Town Industrial Park; and

WHEREAS, under the local-state agreement dated December 11, 2008, requiring that an eligible industry be constructed or under firm contract no later than June 19, 2013 in order for the grant of \$334,000 to not be repaid by Town funds to VDOT, later extended to August 2, 2016; and

WHEREAS, no eligible contract has been initiated by the expiration date, VDOT and the Commonwealth Transportation Board have by rule extended a new deadline of December 31, 2016 for the location of an eligible industry along the Weaver Street extension; and

WHEREAS, such extension requires a new letter of credit naming VDOT as the beneficiary should the grant have to be repaid;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of Rocky Mount does hereby authorize Carter Bank and Trust to issue or renew the town's letter of credit in the amount of \$334,000 with VDOT as the beneficiary to expire no later than December 31, 2016.

TOWN OF ROCKY MOUNT, VIRGINIA

By: _____
Steven C. Angle,
Mayor

WITNESS MY HAND and the seal of the Town of Rocky Mount, Virginia,
this the 25th day of July, 2016.

By: _____
Rebecca H. Dillon,
Acting Town Clerk