

# WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

## PARTICIPATION COMMITTEE Wood Haven Road Project

### WVRIFA PARTICIPATION COMMITTEE MEETING

Friday, September 20, 2019 at 10:00 a.m.  
Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room)  
313 Luck Avenue, SW, Roanoke, VA 24016

### AGENDA

1. Welcome, Call to Order ..... Chair Cowell
2. Roll Call ..... Virginia Mullen
3. Approval of the July 19, 2019 Participation Committee Minutes, pp.2-5 ..... Chair Cowell
4. Public Comment Period ..... Chair Cowell  
  
*The WVRIFA Participation Committee will allow a 30-minute public comment period in which a citizen may sign-up for up to three (3) minutes of speaking time.*
5. Consideration of Proposed Contract for Engineering Services, pp. 6-14 ..... John Hull
6. Request for Closed Meeting, p. 15 ..... Chair Cowell  
  
*Pursuant to Section 2.2-3711 A.3. of the Code of Virginia, 1950, as amended, discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.*
7. End of Closed Mtg/Reconvene Regular Participation Committee Mtg. .... Chair Cowell
8. Adoption of Certification Resolution of Closed Meeting, p.16..... Chair Cowell
9. Action by the Participation Committee as a Result of the Closed Mtg. .... Chair Cowell
10. Update on Water/Sewer Construction Project ..... John Hull
11. Other Business ..... Chair Cowell
12. Adjournment

#### ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission  
P.O. Box 2569, Roanoke, VA 24010  
540.343.4417 / [info@wvrifa.org](mailto:info@wvrifa.org) / [www.wvrifa.org](http://www.wvrifa.org)

## **MINUTES**

A meeting of the WVRIFA Participation Committee for the Wood Haven Road Project was held on Friday, July 19, 2019 at 10:00 a.m. at the Roanoke Valley-Alleghany Regional Commission office (Top Floor Conference Room), 313 Luck Avenue, SW, Roanoke, VA.

**1. CALL MEETING TO ORDER**

Vice Chair Dan O'Donnell called the meeting to order at 10:00 a.m.

**2. ROLL CALL**

Vice Chair O'Donnell welcomed those in attendance and asked Meg Hibbert, substituting for Virginia Mullen, to call the roll. Ms. Hibbert noted that a quorum was present.

Participation Committee Members Present: James Taliaferro, City of Salem; Dan O'Donnell, County of Roanoke and Rob Ledger (Alternate for Bob Cowell), City of Roanoke.

Staff Present: Beth Doughty, WVRIFA Director; John Hull, WVRIFA Assistant Director; Sam Darby, WVRIFA Counsel; Sherry Dean, Matt Miller and Meg Hibbert, Financial and Administrative Staff

Others Present: Granger Macfarlane, City of Roanoke; Jill Loope, Roanoke County; Michael Burnette, Franklin County, and Sean Horne, Balzer and Associates.

**3. PUBLIC COMMENT PERIOD**

There were no comments.

**4. APPROVAL OF THE JUNE 21, 2019 PARTICIPATION COMMITTEE MINUTES**

The June 21, 2019 Participation Committee Minutes were previously distributed.

**WVRIFA Participation Committee Action:**

Rob Ledger moved approval of the June 21, 2019 Participation Committee Minutes, as presented. The motion was seconded by James Taliaferro and carried.

**5. AUTHORIZATION TO PROCEED ON WATER/SEWER CONTRACT WITH E.C. PACE**

John Hull reported that E.C. Pace Company Inc. was the low bidder at \$355,345 to bring water and sewer lines across Wood Haven Road and to the property. The contractor anticipates starting work in mid-August and having substantial completion by the end of this calendar year. A copy of the contract was distributed before the meeting and was reviewed by Authority counsel, EC Pace, and Balzer and Associates. Staff recommended forwarding the contract to the full Authority Board and authorized the executive director to sign the contract on behalf of the Authority.

**WVRIFA Participation Committee Action:**

James Taliaferro made a motion recommending that the full WVRIFA Board of Directors approve the contract and that the executive director be authorized to sign the contract. The motion was seconded by Rob Ledger and carried.

**6. AUTHORIZATION TO ENTER INTO BUSINESS READY SITES/VEDP CONTRACT**

John Hull summarized a draft of a Business Ready Sites/VEDP contract that obligates the Authority to clear approximately 30 acres of the Wood Haven site and develop a grading plan for a 50-acre pad in phases, as funding is available. The grant of \$135,000 would offset the roughly \$550,000 in total project costs. Hull reported that a revision was made available that allowed grant funds to be spent towards construction in addition to engineering costs. Hull reported that a procurement action is underway to select an engineering firm for design. Staff recommended authorization to execute substantially as presented.

**WVRIFA Participation Committee Action:**

James Taliaferro moved to recommend the contract to the full WVRIFA Board of Directors and that the executive director be authorized to enter into the contract substantially, as presented. The motion was seconded by Rob Ledger and carried.

**7. AUTHORIZATION TO ENTER INTO STORMWATER MAINTENANCE AGREEMENT WITH ROANOKE COUNTY INCLUDING AWARDING PUBLIC EASEMENT & REVIEW OF OTHER PERMITTING ITEMS**

- Mr. Hull summarized permits and actions necessary to enter into a stormwater maintenance agreement with Roanoke County and other permitting items. Permitting applications were distributed prior to the meeting. Nutrient credits are anticipated to be \$6,952. Details were in the agenda packet previously distributed.
- As part of the process, WVRIFA must name the entrance road. Beth Doughty said she and John Hull researched available names and recommend the road be named Innovation Drive.

**WVRIFA Participation Committee Action:**

James Taliaferro made a motion to approve items on #7 and associated documents required, giving staff ability to make minor revisions as may be requested by Roanoke County. The motion was seconded by Rob Ledger and carried.

**WVRIFA Participation Committee Action:**

James Taliaferro moved to approve the name of the road into the industrial park as Innovation Drive. It was seconded by Rob Ledger and carried.

**8. ADVISEMENT ON OVERHEAD UTILITY PROJECT**

John Hull updated the committee on the relocation of an overhead utility line from the north side of Wood Haven Road to the south side. He said Appalachian's cost to install taller poles and reattach the power line is \$63,471. Additional costs will be incurred by other utilities. Total costs are anticipated to be around \$100,000. Work is anticipated to be completed by this fall.

WVRIFA Board Member Granger Macfarlane asked why WVRIFA had not negotiated with APCO to replace the wooden poles on the other side of Wood Haven Road with underground utilities. Vice Chairman O'Donnell reminded members that the Participation Committee took action at the June 21, 2019 meeting to approve moving the Verizon line to the other side of Wood Haven Road, and the item on the July agenda was informational only.

**9. ADVISEMENT OF DEMOLITION OF STRUCTURE AT 7627 WOOD HAVEN ROAD**

John Hull gave an update on selection of a contractor for demolition of the former Amos house, outbuildings and the removal of an underground storage tank on the Authority's property. The underground tank should be removed by the second week of August and demolition of the house by this fall. The total cost is \$22,727, via the Small Purchase Policy.

Beth Doughty noted that a newsletter is being prepared to go out the end of next week to 500 area houses explaining work to start in August, including the extension of utilities, moving the telephone line to the other side of the road and demolition of the Amos House for the Wood Haven Technology Park. The newsletter will be followed up with another for the next phases of construction. Dan O'Donnell asked if WVRIFA had the most up-to-date information on occupied residences. Ms. Doughty said Jill Loope had provided that information.

**9. ADVISEMENT ON BOWER PROPERTY**

Beth Doughty said the owner of the one remaining occupied house, Mr. Bower, has signed a contract to sell to WVRIFA, with closing in 60 days. Mr. Bower has one year to move and after that, the house will be demolished. WVRIFA is holding back \$20,000 to be awarded upon vacating the property.

**10. ADVISEMENT ON VDOT INDUSTRIAL ACCESS GRANT**

John Hull said VDOT personnel are still reviewing whether the Wood Haven project is eligible for funding through a VDOT Economic Development Access Grant. At this point, an application will probably not be filed until late August. If the Board decides to go with the VDOT option, construction could be delayed until next summer.

11. **ADJOURNMENT**

The meeting adjourned at 10:20 a.m.

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Meg Hibbert, Acting Recording Secretary for Virginia Mullen  
WVRIFA Participation Committee

This AGREEMENT, made as of **August 21, 2019**, is by and between the **Undersigned Client** (“Client”) and **Balzer and Associates, Inc.** (“Balzer”). The PROJECT is generally described as: **Engineering Design Services for Wood Haven Technology Park** (“Project”) and is located at: **Wood Haven Road, Roanoke, VA** (“Project Site”).

This Agreement consists of all documents which are incorporated herein by reference including but not limited to:

- Balzer and Associates, Inc. Standard Terms and Conditions (**Exhibit B**)
- Any documents specifically listed below:
  - **Request for Proposal To Provide Engineering Design Services for Wood Haven Technology Park, Dated July 8, 2019 Issued by the Owner**
  - **Response to Request for Proposal for Engineering Design Services for Wood Haven Technology Park, Dated July 22, 2019 by Balzer and Associates, Inc.**
  - **Exhibit A - Scope and Fee Proposal, Dated August 14, 2019, Prepared by Balzer and Associates, Inc.**

#### **I. SCOPE OF SERVICES.**

**A.** Balzer shall perform the services outlined in either:

- ☒ the attached Scope of Services and Fee Proposal (**Exhibit A**) Dated **8/14/2019**; or
- ☐ the Scope of Services and Fee Proposal listed below:

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**B. CHANGE IN SCOPE.** Should the Client request that Balzer perform any services not included in this Agreement (“**Additional Services**”), and should Balzer agree to perform those services, any modification to this Agreement shall be made in accordance with the Standard Terms and Conditions.

#### **II. FEE SUMMARY.**

**A. PROJECT FEE.** The total fee for the Project is:

- ☒ As defined in **Exhibit A – A Specific Defined Scope and Fee Proposal for any/each requested Service will be provided for Client Authorization Prior to commencing work on any/each of the Requested Service.**
- ☐ Lump Sum Fee of
- ☐ Billed Hourly

**B. FEES FOR ADDITIONAL SERVICES.** The Client shall pay for any Additional Services not defined in the Scope of Services in accordance with Balzer’s Hourly Rates. Unless requested by the Client, prior to commencement of any service not defined in the Scope of Work, Balzer shall notify Client of any additional fees that may be incurred.

#### **C. HOURLY RATES**

<b>Architecture</b>		<b>Surveying</b>	
Principal	\$190.00	Principal	\$190.00
Dept. Manager	\$120.00 and \$150.00	Dept. Manager	\$135.00 and \$165.00

Sr. Project Manager	\$135.00 and \$160.00	Sr. Project Manager	\$135.00 and \$160.00
Project Manager	\$90.00 and \$125.00	Project Manager	\$90.00 and \$125.00
Project Architect	\$75.00 and \$100.00	Project Surveyor	\$75.00 and \$90.00
Architectural Intern	\$55.00 and \$75.00 and \$90.00	Survey Technician	\$40.00, \$55.00, \$65.00, \$85.00
<b>Engineering / Landscape Architecture</b>		<b>Survey Crews:</b>	
Principal	\$190.00	1-Man	\$110.00
Dept. Manager	\$135.00 and \$165.00	2-Man	\$145.00
Sr. Project Manager	\$135.00 and \$160.00	3-Man	\$165.00
Project Manager	\$100.00 and \$125.00	<b>Expert Witness</b>	2x hourly billing rate
Project Eng. / LA	\$90.00 and \$100.00	<i>(preparation, research, depositions, testimony)</i>	
Eng. Technician	\$60.00 and \$75.00 and \$90.00		
LA Technician	\$60.00 and \$75.00 and \$90.00		

### III. REIMBURSABLE EXPENSES.

Balzer may have expenses related to the following activities engaged in under this Agreement and on behalf of the Client (“**Reimbursable Expenses**”) which are NOT included in the Project Fee:

- A. Prints obtained from local government or other design firms.
- B. Overnight mail and express deliveries.
- C. In-House prints and deliveries.
- D. Travel time, lodging, and vehicle mileage.
- E. Review and Permit Fees
- F. Any other normal actions taken in the completion of the Project not defined in the Scope.

The Client shall reimburse Balzer for any and all such Reimbursable Expenses at 1.1 times Balzer’s original cost.

### IV. TERMS AND CONDITIONS.

This Agreement is governed by and subject to the Balzer and Associates, Inc. Standard Terms and Conditions (“**Terms and Conditions**”), substantially in the form of **Exhibit B**. The Terms and Conditions are available at Balzer’s website, <http://www.balzer.cc/terms-and-conditions/>. The online Terms and Conditions are incorporated by reference into this agreement. By executing this Agreement, the Client acknowledges having read and agrees to and intends to be bound by the Terms and Conditions.

### V. BILLING AND TERMINATION.

As the Project progresses, we will bill you on a monthly basis for services performed during the preceding month or at the time of delivery of the completed documents. Payment is due within 30 days of our invoice date. Past due amounts shall bear interest at the rate of 1.5% per month. Any work requested by the Owner, which is not defined within the aforementioned scope of work for this Project will be billed on an hourly basis in accordance with **Exhibit B**. If the Project is terminated, abandoned, or suspended for more than 30 days, you will be billed for work completed to date. If the Project is restarted, costs for remobilization may be added to the original contract price.

### VI. LIMITATION OF LIABILITY.

The Client shall limit the liability of Balzer, its directors, officers, agents, employees, sub-consultants to the Client, and any other personnel involved in the completion of this Project (including construction contractors and subcontractors) (collectively, “**Design Professionals**”) for any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities (including costs of investigation, interest, penalties, reasonable attorney’s fees), and any and all costs, expenses, and fees incident to any cause, suit, action, or proceeding (including those based on negligence, professional errors or omissions, strict liability, or breach of contractor

warranty), so that the total aggregate liability of the Design Professionals to all those named herein **shall not exceed the total Project Fee.**

**VII. ENTIRE AGREEMENT.**

This Agreement, together with the Terms and Conditions and all other documents expressly referred to herein, constitutes the complete and exclusive expression of the parties' understanding on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**VIII. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which is an original and all of which constitute only one agreement between the parties.

**IX. AUTHORIZATION TO PROCEED.**

A signed and dated copy of this Agreement will serve as authorization to proceed. Upon receiving a copy of this Agreement with Client's signature, Balzer will begin work in accordance with the timeline provided. If this Agreement is not accepted, signed, and received by Balzer within 30 days of the date first written above, Balzer may amend, modify, withdraw, or void the Agreement.

**CLIENT NAME:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

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

Employer ID or SSN: \_\_\_\_\_

*Accounts Payable Contact:*

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

*Invoice Delivery Method:*

☐ Email: \_\_\_\_\_

☐ Mail: \_\_\_\_\_  
\_\_\_\_\_

**Client authorizes Balzer and Associates, Inc. to use this Project in its marketing and promotions, including its website.    ☐ YES                      ☐ NO**

**BALZER AND ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Name: Sean Horne

Title: Executive Vice President

Address: 1208 Corporate Circle

Roanoke, Virginia 24018

Phone: (540) 772-9580

Fax: (540) 772-8050

Email: shorne@balzer.cc

Date: August 21, 2019



August 14, 2019

Mr. John Hull  
Assistant Director  
Roanoke Valley-Alleghany Regional Commission  
Western Virginia Regional Industrial Facility Authority  
313 Luck Ave. SW  
Roanoke, VA 24016

**RE:     Engineering Design Services for Wood Haven Technology Park**

Dear Mr. Hull,

Balzer and Associates, Inc. is pleased to present this Scope of Services and Fee Proposal for Engineering Design Services for Wood Haven Technology Park. Outlined below are the anticipated Professional Services and Fees required to complete your Project. We thank you for the opportunity to submit this Proposal, and we are looking forward to working with you on your Project.

**I.   PROJECT DESCRIPTION AND UNDERSTANDING.**

Balzer and Associates, Inc. understands that WVRIFA intends to continue with the development of the Wood Haven Technology Park and the proposed projects will require a variety of engineering and professional consulting services. This scope of services and fee proposal is intended to address the design and consulting services requested in the Request for Proposal to Provide Engineering Design Services dated July 8, 2019. It is understood that the scope of services outlined below may be modified from time to time to meet the needs of WVRIFA for work relating to Wood Haven Technology Park. Because these projects are still in an early planning stage, and each scope is not fully defined, Balzer and Associates, Inc. will provide WVRIFA with a defined scope and fee for each of the projects at the time the services may be requested and as the contract budget allows. Please note that some services may be provided by one of our subconsultants referenced in our response to the referenced RFP.

**II.   SCOPE OF SERVICES**

Balzer and Associates, Inc. will provide Civil Engineering, Survey, Environmental Engineering, Construction Management/Administration, Construction Testing and Inspection, Renderings, Landscape Architecture, Geotechnical Engineering and Professional Consulting Services for projects within and related to Wood Haven Technology Park. Prior to the start of any project, Balzer and Associates, Inc. will provide WVRIFA with a written scope and fee schedule for approval that specifically addresses the work being requested at the time. We understand the work may include, but may not be specifically limited to the following:

**A.   Phase 1 Pad Design and Permitting**

Master Grading and Storm Water Management Plans for 50 acres site, permitting for 30 Acres of Clearing and Design, Engineering and Permitting for 20 acre Pad within the 50 acre site. Services to include:

1.   Master Planning
2.   Civil Engineering and Grading Plans
3.   Storm Water Management Design

4. Erosion and Sediment Control Plans
  5. Supplemental Surveying
  6. Coordination of Site Plan Review Process
  7. Site Related Permitting Assistance
  8. Bidding Assistance
- B. Industrial Access Road Design**
1. Design and Permitting of future Road Extension.
- C. Buffer Landscape Plan.**
1. Design of Buffer Areas as may be required for work associated with this contract.
- D. Zoning/Land use representation**
1. Rezoning Application for Bower Property
  2. Zoning Exhibits
  3. Zoning Representation at Public Meetings and Hearings
- E. Construction/Contract Administration**
1. CA as may be required for projects associated with this contract
  2. CA as may be required for Phase 1 Road Construction
- F. Construction Testing and Inspections**
1. Construction Testing and Inspections as may be required for projects associated with this contract.
  2. Construction Testing and Inspections as may be required for the Phase 1 Road Construction
- G. Supplemental Survey Services**
1. Supplemental Survey Services as may be required for projects associated with this contract
  2. Supplemental Survey Services as may be required for Phase 1 Road Construction
- H. Supplemental Geotechnical Services**
1. Supplemental Geotechnical Services as may be required for projects associated with this contract
  2. Supplemental Geotechnical Services as may be required for Phase 1 Road Construction
- I. Other Services as May Be requested**
1. Renderings
  2. Environmental Services and Permitting
  3. Utility Design and Coordination
  4. Bidding Assistance
  5. Grant Assistance
  6. Planning Services
  7. Site Assessments

### **III. FEE SCHEDULE.**

Balzer and Associates, Inc. Budget Estimates for the Scope of Services described in Section II above, are outlined in the table below.

<b>SERVICE</b>	<b>FEE</b>	<b>TERMS</b>
<b>A. Phase 1 Pad Design and Permitting</b>	<b>\$75,000</b>	<b>Budget Estimate</b>
<b>B. Industrial Access Road Design</b>	<b>\$15,000</b>	<b>Budget Estimate</b>
<b>C. Buffer Landscape Plan</b>	<b>\$7,500</b>	<b>Budget Estimate</b>
<b>D. Zoning/Land use representation</b>	<b>\$7,500</b>	<b>Budget Estimate</b>
<b>E. Construction/Contract Administration</b>	<b>\$20,000</b>	<b>Budget Estimate</b>
<b>F. Construction Testing and Inspections</b>	<b>\$20,000</b>	<b>Budget Estimate</b>
<b>G. Supplemental Survey Services</b>	<b>\$15,000</b>	<b>Budget Estimate</b>
<b>H. Supplemental Geotechnical Services</b>	<b>\$20,000</b>	<b>Budget Estimate</b>
<b>I. Other Services as May Be requested</b>	<b>\$20,000</b>	<b>Budget Estimate</b>
<b>TOTAL</b>	<b>\$200,000</b>	<b>NOT TO EXCEED</b>

### **IV. SUPPLEMENTAL SERVICES AND CONDITIONS.**

Any service not specifically outlined above in Section II is not included in the Scope of Services and Fee Proposal.

If you find this proposal acceptable, please sign and return the attached Agreement. Should you have any questions, or if you need clarification on anything, please do not hesitate to contact me at (540) 772-9580. Thank you again for this opportunity and we look forward to hearing from you soon.

Respectfully Submitted,

**BALZER AND ASSOCIATES, INC.**



Sean Horne  
Executive Vice President

August 21, 2019

Mr. John Hull  
Assistant Director  
Roanoke Valley-Alleghany Regional Commission  
Western Virginia Regional Industrial Facility Authority  
313 Luck Ave. SW  
Roanoke, VA 24016

**RE: Phase 1 50 Acre Pad Design – Engineering Services  
General Services Contract -Engineering Design Services for Wood Haven Technology Park**

Dear Mr. Hull,

Balzer and Associates, Inc. is pleased to present this Scope of Services and Fee Proposal for the design and permitting of the Phase 1 Pad at Wood Haven Technology Park. Outlined below are the anticipated Professional Services and Fees required to complete your Project. We thank you for the opportunity to submit this Proposal, and we are looking forward to working with you on your Project.

**I. PROJECT DESCRIPTION AND UNDERSTANDING.**

Balzer and Associates, Inc. understands that WVRIFA intends to eventually develop a 50 acre graded pad site at the Wood Haven Technology Park, and initially clear 30 acres and construct a 20 acre pad site. This scope of services and fee proposal is intended to address the design and consulting services required to provide a Phased Grading and Storm Water Management Plan for the eventual 50 acre pad site which will include an initial phase for the construction of a 20 acre graded pad and 30 acres of clearing. It is understood that the Jurisdictional Determinations for all streams have already been obtained. While there will be no stream impacts associated with the initial 20 acre graded pad, we are proposing to permit the future stream disturbance with this project. It is our understanding that if obtained the stream permit will be valid for 7 years, and the impact fees do not need to be paid until the time the disturbance takes place. Once the plans are finalized a sperate proposal will be provided for Construction Administration and Testing and Inspection.

**II. SCOPE OF SERVICES**

**A. Grading and Storm Water Management Plans**

Provide a 2 Phased Grading and Storm Water Management Plans for the proposed 50 acre Pad Site.

1. Site Dimensional and Layout Plan.
2. Grading and Storm Drainage Plan.
3. Utility Plan if necessary to show Utility relocations.
4. Site Demolition Plan.
5. Sediment and Erosion Control Plan.
6. Storm Sewer drainage profiles.
7. Storm Water Computations (onsite capacity analysis, hydraulic grade line analysis, and inlet analysis).
8. Storm Water Management and Quality Design.
9. Construction Details for Site features.
10. Design coordination with other disciplines as required for the Project.

11. Submittal and processing of Site Plans with the Review Agencies.
12. Earthwork Evaluations/Estimates
13. Environmental Permitting for Future Stream Disturbance
14. Utility Evaluation for Conceptual Utility Routing
15. Geotechnical Review of Existing Reports and applicable recommendation.
16. Review and Coordination with Permitting Agencies
17. Attend Meetings and Coordination with WVRIFA

## **2. Environmental Services**

Environmental Permitting for Future Stream Impacts to approximately 1,250 lf of stream.

1. Submit a Nationwide Permit / Joint Permit Application to the proper agencies:
  - i. United States Army Corps of Engineers
  - ii. Department of Environmental Quality
  - iii. Virginia Marine Resources Commission
2. The Permit Application will include relevant drawing exhibits and a detailed impact summary.
3. Stream evaluations for determination of stream credits impacted and need for mitigation.
4. Determine a mitigation plan for the impact to wetlands and waters of the United States.
5. In pursuing permit authorization, Balzer and Associates, Inc. will provide responses to additional information that may be requested from the Reviewing Agencies.
6. Obtain a Permit from the above Agencies for any and all potential impacts to the waters of the United States within the Project limits.
7. Coordinate the purchase of wetland and stream credits as required by the Permit.
8. Does not include threatened or endangered species or archaeological and historic resource surveys, if required by the Regulatory Agencies.
9. No wetland or stream mitigation / restoration design or feasibility is included.

## **3. Offsite / Downstream Storm Water Analysis**

1. Provide downstream analysis, as required to meet storm water regulation.

## **4. VSMP / SWPPP Permitting**

1. Coordinate VSMP Permit preparation and submittal.
2. Prepare SWPPP, as required by the Locality and/or State of Virginia.

## **5. Permitting Assistance**

1. Assist Owner with Locality required paperwork necessary to obtain a Land Disturbing Permit.

## **B. Bidding Assistance**

Provide Bidding assistance for one bid process for the construction of the 20 acre pad site and 30 acres of clearing.

1. Assist with the preparation of necessary Bid Documents
2. Necessary Responses to Bidders questions
3. Attend Prebid Meeting
4. Attend Bid Opening
5. Evaluation of Bids

### **III. FEE SCHEDULE.**

Balzer and Associates, Inc. Budget Estimates for the Scope of Services described in Section II above, are outlined in the table below.

SERVICE	FEE	TERMS
A. Grading and Storm Water Management Plans	\$67,500	Fixed Fee
B. Bidding Assistance	\$2,500	Fixed Fee
TOTAL	\$70,000	Fixed Fee

### **IV. SUPPLEMENTAL SERVICES AND CONDITIONS.**

Any service not specifically outlined above in Section II is not included in the Scope of Services and Fee Proposal.

If you find this proposal acceptable, please authorize this work by signing below. The services outlined in this proposal will be performed in accordance with the terms and conditions of our Contract with WVRIFA for Engineering Design Services for Wood Haven Technology Park Dated August 21, 2019. Should you have any questions, or if you need clarification on anything, please do not hesitate to contact me at (540) 772-9580. Thank you again for this opportunity and we look forward to hearing from you soon.

Respectfully Submitted,

**BALZER AND ASSOCIATES, INC.**



Sean Horne  
Executive Vice President

#### **Client Acceptance**

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

# WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

## PARTICIPATION COMMITTEE Wood Haven Road Project

September 3, 2019

Dear Participation Committee Members:

This is to request a Closed Meeting during the next scheduled meeting of the WVRIFA Participation Committee on Friday, September 20, 2019 at 10:00 a.m. at the Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room), 313 Luck Ave., SW, Roanoke, VA 24016.

The Closed Meeting is in pursuant to Section 2.2-3711 A. 3. of the Code of Virginia, 1950, as amended, for the purpose of discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Sincerely,



Bob Cowell, Chairman  
WVRIFA Participation Committee

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Administered by:

Roanoke Valley-Alleghany Regional Commission  
P.O. Box 2569, Roanoke, VA 24010

540.343.4417 / [info@wvrifa.org](mailto:info@wvrifa.org) / [www.wvrifa.org](http://www.wvrifa.org)

## **CERTIFICATION RESOLUTION**

### **RESOLUTION CERTIFYING CLOSED MEETING WAS HELD IN CONFORMITY WITH THE CODE OF VIRGINIA**

**WHEREAS**, the WVRIFA Participation Committee has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

**WHEREAS**, Section 2.2-3712 of the Code of Virginia requires a certification by the WVRIFA Participation Committee that such closed meeting was conducted in conformity with Virginia law.

**NOW, THEREFORE, BE IT RESOLVED**, that the WVRIFA Participation Committee hereby certifies that, to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting which this certification resolution applies; and
2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the WVRIFA Participation Committee.

*The 20<sup>th</sup> day of September 2019*