

Date	Event	Details
January 17, 2017	Davenport presents financing update	Board considering financing for schools refurbishment and new landfill cell construction
February 7, 2017	Resolution 2017-004-R adopted for financing through the EDA	
March 21, 2017	Davenport presentation	
April 4, 2017	Resolution 2017-0013 to proceed with financing	
May 5, 2017	Financing complete	
December 1, 2017	Administrator questions whether long term commitment to another landfill cell is prudent	
June 5, 2018	Draper Aden presents options	board directed staff to schedule addition discussion with Draper Aden in September 2018
September 4, 2018	Draper Aden discussion	staff directed to schedule public hearing on the construction of a transfer station
October 2, 2018	Town Hall Meeting for Transfer Station	Klappich informs BoS landfill has an estimated 5 yrs left (until ~Oct 2023)
January 15, 2019	Landfill Options Analysis	McBride informs BoS the bond funds must be expended within 2 yrs - consensus to wait 60 days to make a decision
February 5, 2019	Landfill Discussion	staff directed to create cost estimates
March 5, 2019	Landfill Options	Board voted to close landfill cell and construct transfer station
May 21, 2019	Board discussion	Board consensus to not to use Building Committee to oversee project but use a project management service
July 12, 2019	Solicit proposals	Request for PPEA Proposals was advertise for Design & Construction of a Transfer Station & Two (2) Convenience Centers
August 21, 2019	Receive proposals	Three proposals were received: G & H Contracting, Price Builders, Glass Construction
September 25, 2019	PPEA interviews	
October 1, 2019	Matters of the Board	
November 5, 2019	Board approved PPEA contract with Price Building	
December 17, 2019	PPEA Public Hearing	
January 21, 2020	Board meeting	BoS approves transfer station construction contract; questions use of nutrient credits to reduce cost
February 4, 2020	Board discussion	Mr. Martin requested these decisions be made by the board in the future
May 5, 2020	Original Bond issue amended to extend time	BoS approves new bonds to extend timeline and PW hauling of waste from convenience centers
June 1, 2020	Staff analysis and decision to contract with SCS was made following a presentation made by PW proposing to uncap landfill, the County Admin gives authorization to proceed, apply for DEQ permits	Contracted with SCS Engineers to begin 18-24 month permitting process, which may buy mre time if TS does not open on-time (COVID)
July 30, 2020	SCS begins consultation with DEQ to permit uncapping of Cell 1	
September 15, 2020	Debt refinance discussion	
October 6, 2020	VRA \$6M approved and equipment list	BoS approves purchase of Over-the-Road tractors (2) and walking floor trailers (5)
November 18, 2020	Close on \$6M new financing	
February 16, 2021	Discussion of project status report	BoS advised of uncapping initiative to prepare for construction delays and anticipated transfer station completion date of Nov 2021
September 21, 2021	Transfer station update given to the board uncapping was reviewed	
October 28, 2021	DEQ issues temporary, conditional authorization to uncap existing open landfill	Allowed landfilling operations to prepare, plan, engineer for more space utilization
November 1, 2021	County Administrator's Report	Board advised of DEQ approval of uncapping and no additional costs will be incurred
May 17, 2022	Departmental Report from PW	PW reported transfer station was 90% complete; uncapping of landfill could extend life 1.5-3 yrs. Thacker informs it would be 2-3 yrs before OTR hauling begins
June 1, 2022	County receives final authorization from DEQ to uncap portion of existing landfill	Began filling uncapped space immediately, taking away necessity for transfer station to open at once
July 19, 2022	County receives final permit, PBR 640, for the Transfer Station from DEQ	Uncapping allows for relaxed, calculated transition from landfilling to hauling as needed

# Landfill Site

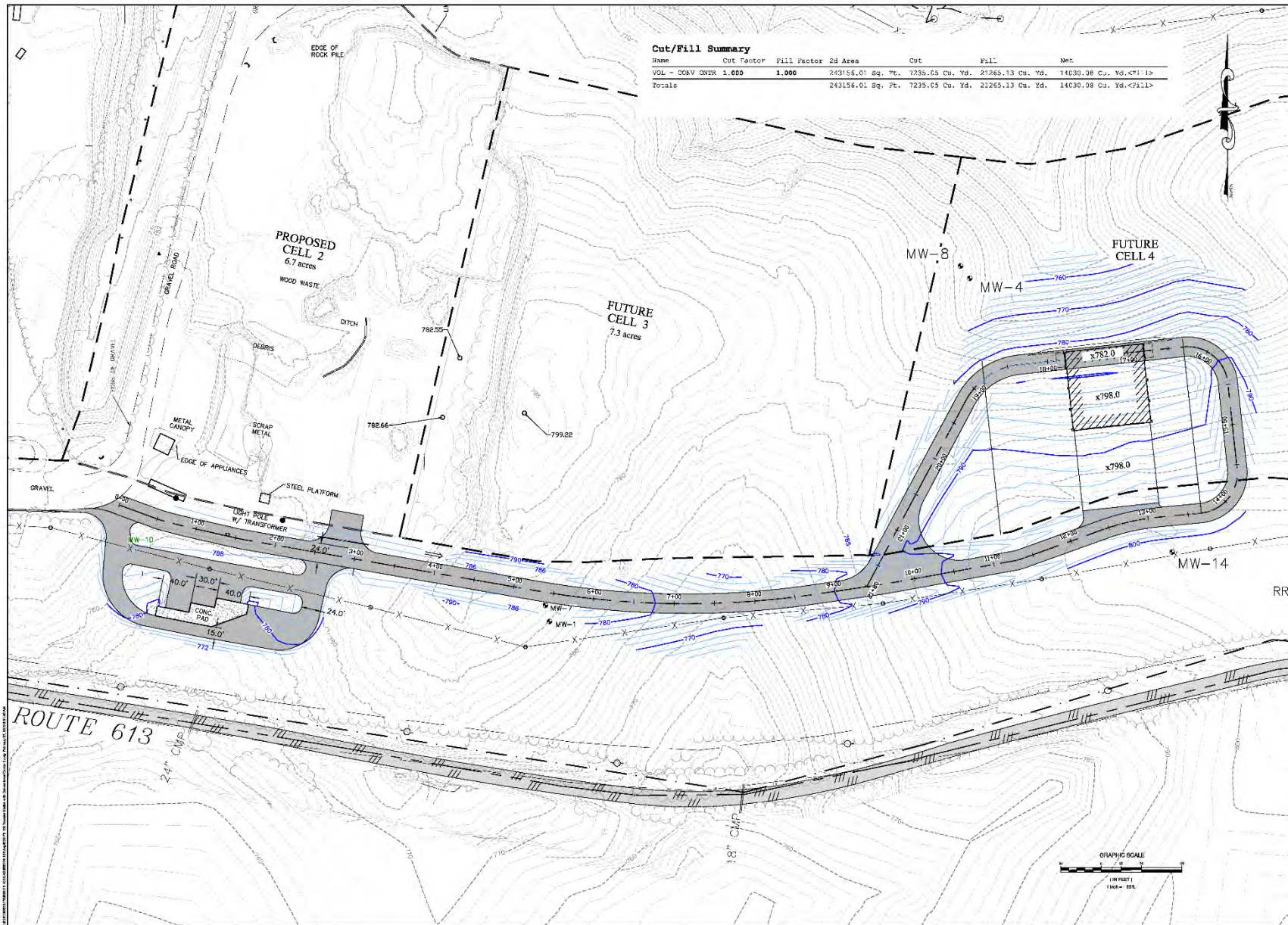
## ADVANTAGE

- Available land
- Existing infrastructure
- Able to support other operations

## DISADVANTAGE

- Distance to primary road







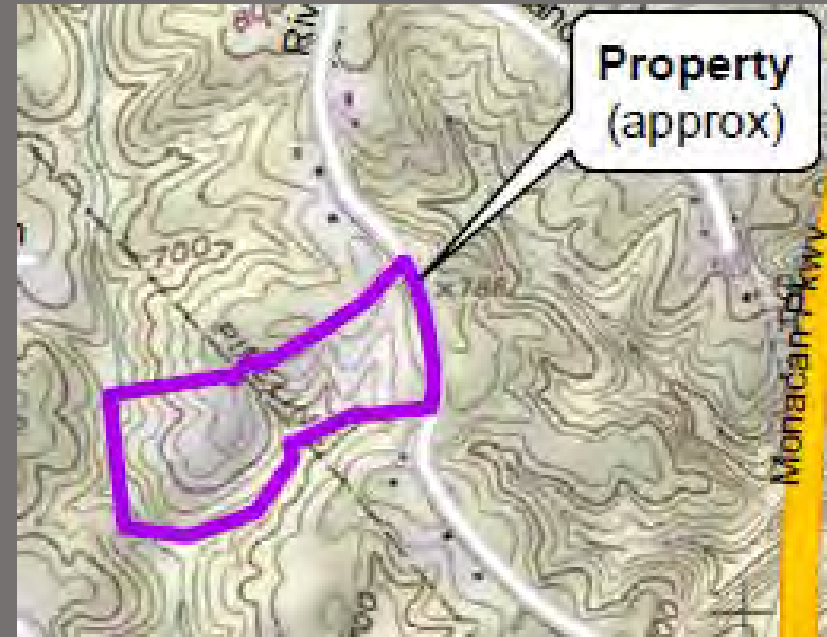
# Riverview Road Site

## ADVANTAGE

- Proximity to primary road

## DISADVANTAGE

- Previous usage as landfill
- Need for infrastructure
- Risk of encountering waste and additional costs
- Pipeline and other utilities
- Limited space

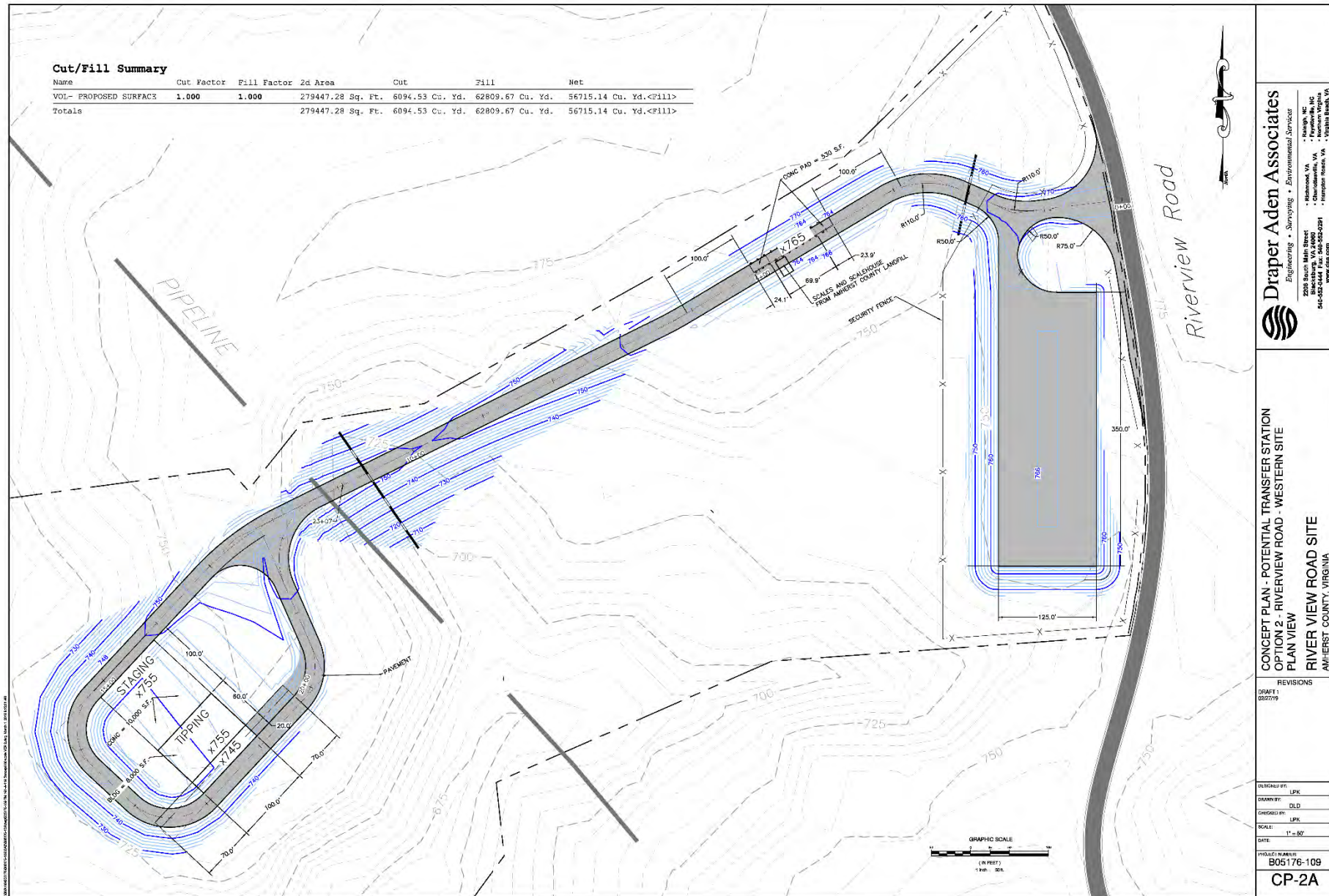


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# Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
VOL- PROPOSED SURFACE	1.000	1.000	279447.28 Sq. Ft.	6094.53 Cu. Yd.	62809.67 Cu. Yd.	56715.14 Cu. Yd.<Fill>
Totals			279447.28 Sq. Ft.	6094.53 Cu. Yd.	62809.67 Cu. Yd.	56715.14 Cu. Yd.<Fill>



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CONCEPT PLAN - POTENTIAL TRANSFER STATION  
OPTION 2 - RIVERVIEW ROAD - WESTERN SITE  
PLAN VIEW  
RIVER VIEW ROAD SITE  
AMHERST COUNTY, VIRGINIA

REVISIONS
DRAFT 1 02/27/19
DESIGNED BY: LPK
DRAWN BY: OLD
CHECKED BY: LPK
SCALE: 1" = 50'
DATE:
PROJECT NUMBER B05176-109
CP-2A



**Draper Aden Associates**  
Engineering • Surveying • Environmental Services

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• Lexington, VA  
• Norfolk, VA  
• Roanoke, VA  
• Sta. Albans, VA  
• Virginia Beach, VA

# Estimated Capital Costs

ITEM	OPTION 1 Existing Landfill (Cell 3/4 area)	OPTION 2 Riverview Road site West side
Building	\$820,000±	\$820,000±
Special foundation	Not required	\$300,000±
Landfill gas control system	Not required	\$30,000±
Compaction equipment	\$0	\$330,000±
Entrance improvements	\$100,000	\$120,000
Scales and scalehouse	Not required	\$250,000
Sitework	\$1,120,000	\$2,717,000
<b>Subtotal</b>	<b>\$2,040,000</b>	<b>\$4,567,000</b>
Engineering and permitting	\$200,000	\$300,000
<b>TOTAL</b>	<b>\$2,240,000</b>	<b>\$4,867,000</b>



# Conclusion

- Capital costs for Riverview Road site exceed funding.
- Liability associated with construction on an old landfill creates the potential for increased costs and environmental issues as well as permitting challenges.
- Recommend elimination of this site from further consideration.





# Option 3 – Direct Haul

What is Direct Haul?

CATEGORY	TONNAGE 2017	%
County staffed convenience centers	4,665	15.8
County unstaffed convenience centers	3,224	10.9
County curbside – Madison Heights	3,255	11.0
County - Direct deliveries to landfill (Exclusive of yard waste)	2,136	7.2
Town of Amherst	931	3.2
VDOT	201	0.7
Private haulers	15,070	51.2
TOTAL	29,482	100.0

# Elements of Direct Haul

- Considered hauling to either Region 2000 or proposed County Waste transfer station in Concord.
- Tipping fee at Region 2000 is market rate = \$40.25/ton
- Tipping fee at Concord Transfer Station quoted at \$55/ton.
- Additional haul distance from convenience centers to facilities.
- Costs considered increased haul costs, payback of bond, post closure and tipping fee.



# Cost Comparison

OPTION	ANNUAL TONNAGE HANDLED BY SYSTEM	ESTIMATED DISPOSAL COST FY 2019 - FY 2037	TOTAL ANNUAL SOLID WASTE COSTS	COST PER TOTAL TON
<i>Existing landfill operation - FY 2019 budget INCLUDING debt service</i>	<b>24,600</b>	<b>LANDFILL FY 2019</b>	<b>\$2,045,934</b>	<b>\$83</b>
Option 1 - Continue landfill operations - Construction of Cell 2 - Original report	24,600	\$45,199,300	\$3,170,511	\$129
Option 2A - Construct transfer station at landfill and transfer to Region 2000 - Original report	24,600	\$44,111,100	\$3,113,237	\$127
Option 2B - Construct transfer station at landfill and transfer to WMX - Amelia landfill - Original report	24,600	\$40,563,700	\$2,926,532	\$119
Option 3A - Direct haul from convenience centers to Region 2000 - disposal cost for convenience center tonnage only (Table 2A)	7,889	\$18,325,000	\$1,756,074	\$223
Option 3B - Direct haul from convenience centers to Concord TS - disposal cost for convenience center tonnage only (Table 2A)	7,889	\$19,467,000	\$1,816,179	\$230
Option 3C - Direct haul from convenience centers to Region 2000 - disposal cost convenience center, curbside Madison Heights, Town of Amherst and Sweet Briar (Table 2B)	12,175	\$22,265,000	\$1,963,442	\$161
Option 3D - Direct haul from convenience centers to Concord TS - disposal costs for convenience center, curbside Madison Heights, Town of Amherst and Sweet Briar (Table 2B)	12,175	\$24,851,000	\$2,099,547	\$172



# Conclusion – Direct Haul

- Option 3 considers a very different philosophy relative to the management of waste generated in the County.
- Direct haul reduces level of services to citizens.

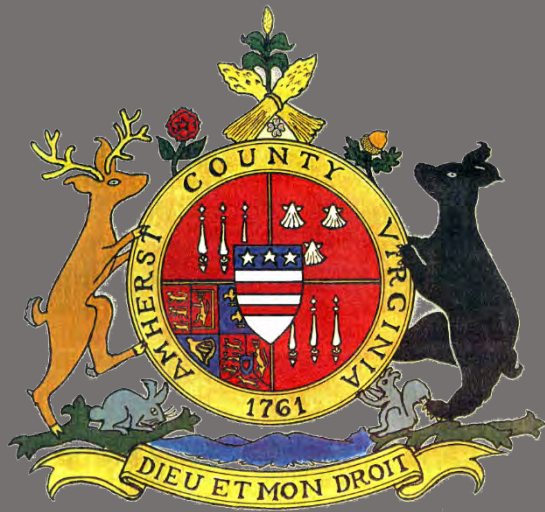


# Conclusion - Transfer

Transfer station:

- Maintains current level of services;
- Is most efficient cost/ton;
- Provides multiple lowest bidder contracting options;
- Avoids unlimited liability;
- Provides indoor/contained operations without weather challenges;
- Fewer manpower challenges; and
- Low threat regulatory environment.





Presented by:  
Lynn Klappich, Program Manager  
March 5, 2019



**Board of Supervisors**

L. J. Ayers III, Chair  
District 3  
Kenneth M. Campbell, Vice-Chair  
District 1  
David W. Pugh, Jr., Supervisor  
District 4  
Jennifer R. Moore, Supervisor  
District 5  
Claudia D. Tucker, Supervisor  
District 2



**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Michael W. S. Lockaby

**AMHERST COUNTY BOARD OF SUPERVISORS**



**MINUTES**

November 5, 2019  
Board of Supervisors  
Administration Building – 153 Washington Street - Public Meeting Room  
Amherst, Virginia 24521  
Informal Luncheon – 12:00 p.m.  
Meeting Convened - 1:00 p.m.

**I. Call to Order**

**II. Approval of Agenda**

**III. Invocation and Pledge of Allegiance**

**IV. Ordinance - First Reading**

- A. Adjustments to Service Authority water and sewer rates and fees.
- B. Comcast Cable Franchise Update -- First Read

**V. Citizen Comment**

**VI. Consent Agenda**

- A. Minutes - October 1, 2019
- B. Amherst County Schools Supplemental Appropriation for the 2019-2020 Fiscal Year

**VII. Special Presentation**

- A. Next Generation 911 - Melissa Parsons
- B. Robert Brown - Virginia Department of Transportation

**VIII. Old Business**

- A. Amherst County Service Authority - Articles of Incorporation
- B. Transfer Station PPEA

C. Scottish Inn Rehabilitation Agreement

**IX. New Business**

A. Amendment to Winton Farm Performance Agreement

~~B. Acceptance of Conservation Easement~~

**X. County Administrator's Report**

A. New Strategic Plan Metrics

B. Boards/Commissions/Committees - Horizon Behavioral Board update

C. Closure of Open Container Sites

D. Projects Status Report

**XI. County Attorney's Report**

A. Report on Order for Notice and Hearing, Appalachian Power Company for approval of a broadband capacity pilot program pursuant to Section 56-585.1:9 of the Code of Virginia, case no. PUR-2019-00145 (filed September 26, 2019).

B. Opioids Class Action Update

**XII. Liaison and Committee Reports**

A. Lynchburg Regional Business Alliance, Exec Bd, October 11, 2019

**XIII. Departmental Reports**

A. Department Spotlight -Economic Development

**XIV. Citizen Comment**

**XV. Matters from Members of the Board of Supervisors**

**XVI. Closed Session**

A. A closed session pursuant to Section 2.2-3711 subsections A.3 and A.5 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 County, and 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, relating to a tract in the Madison Heights area of the County.

**XVIII. Adjournment**

**MINUTES**

At a Regular Meeting of the Amherst County Board of Supervisors and held at the Amherst County Administration building, Amherst, Virginia, thereof on Tuesday, the 5<sup>th</sup> day of November, 2019, at 1:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

PRESENT:     L. J. Ayers III, Chairman  
                  Kenneth M. Campbell, Vice-Chair  
                  David W. Pugh, Jr., Supervisor  
                  Jennifer R. Moore, Supervisor  
                  Claudia D. Tucker, Supervisor

ABSENT: None

STAFF PRESENT: County Administrator Dean C. Rodgers  
Deputy County Administrator David R. Proffitt  
EA Clerk to Board Regina M. Rice

OTHER STAFF PRESENT: ACSA Director Robert (Bob) Hopkins  
Attorney Jeremy Carroll for County Attorney Michael W. S. Lockaby

**I. Call to Order**

Chairman Ayers called the meeting to order at 1:00 p.m.

**II. Approval of Agenda**

By motion of Supervisor Tucker and with the following vote, the Board amended the Agenda for November 5, 2019 by striking IX. B. Acceptance of the Conservation Easement.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

**III. Invocation and Pledge of Allegiance**

Chairman Ayers led the Invocation and Pledge of Allegiance.

**IV. Ordinance - First Reading**

A. Adjustments to Service Authority water and sewer rates and fees.

ACSA Director Robert Hopkins asked the Board to schedule a public hearing for November 19, 2019 on the water and sewer rates and fees increase. He advised that the advertising has been completed.

By motion of Vice-Chair Campbell and with the following vote, the Board directed staff to schedule a public hearing regarding the ordinance for the November 19, 2019 Board of Supervisors meeting.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

B. Comcast Cable Franchise Update -- First Read

Attorney Jeremy Carroll advised that the County and Comcast have reached an agreement. He reported on several items including Section 4.2 that allows for line extensions that are not currently served in the County and the costs, several free in-kind service locations to be provided by Comcast for the benefit to County, and a ten-year non-exclusive agreement more beneficial to the County.

By motion of Chairman Ayers and with the following vote, the Board directed staff to schedule a public hearing regarding this franchise at the next evening meeting after the advertising has been completed.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

**V. Citizen Comment**



Rockbridge County Board of Supervisor Jay Lewis introduced himself and extended an invitation that Rockbridge County is available to assist Amherst County in any way.

ACSA Director Robert Hopkins advised the local chapter of the NAACP held their Pioneer Awards Banquet this month and he advised that former ACSA Director Dan French was recognized as a pioneer recipient.

**VI. Consent Agenda**

A. Minutes - October 1, 2019

B. Amherst County Schools Supplemental Appropriation for the 2019-2020 Fiscal Year

By motion of Supervisor Pugh and with the following vote, the Board approved the Consent Agenda for November 5, 2019.

AYE:	Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker
NAY:	None
ABSENT:	None

Ms. Tucker recused herself from voting on the Minutes of October 1, 2019 due to her absence.

**VII. Special Presentation**

A. Next Generation 911 - Melissa Parsons

Public Safety Director Sam Bryant introduced Ms. Melissa Parsons with Virginia Information Technology Agency.

Ms. Parsons presented information regarding upcoming state requirements for 911 Dispatch organizations. **(See Attachment 1)**

B. Robert Brown - Virginia Department of Transportation

Mr. Robert Brown of the Virginia Department of Transportation presented information regarding VDOT's new posting of bridge weight limits for special haul vehicles and heavy trucks having more than 3 axles. He advised there are nine structures in Amherst County on which VDOT will be installing new weight limits signs.

**VIII. Old Business**

A. Amherst County Service Authority - Articles of Incorporation

County Administrator Rodgers presented to the Board those changes made to the Articles of Incorporation regarding appointment of members eligible to sit on the ACSA Board.

The Board discussed the several aspects including recruitment and requirements for citizen members, compensation and eligibility as a customer of the Authority.

By motion of Supervisor Pugh and with the following vote, the Board directed the County Attorney to modify the proposed articles of incorporation to require that the two citizen members of the Board of Directors shall be residents of the County and at least one of whom shall either be a customer of the Authority or have an ownership interest in a business that is a customer of the Authority. The citizen members shall be disqualified if they are no longer eligible for membership on the Board.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

By motion of Vice-Chair Campbell and with the following vote, the Board directed staff to begin soliciting citizen interest in interviewing for appointment to the ACSA Board of Directors.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

B. Transfer Station PPEA

Deputy County Administrator David Proffitt advised the Board he has received three proposals from proposers who have been invited for interviews. He requested the Board authorize staff to negotiate a contract.

Mr. Bill Gillespie, MRG Project Manager, advised the Board that all three contractors are qualified to construct this facility. He said a contract will be entered into and then public comment will be received for 30 days.

By motion of Vice-Chair Campbell and with the following vote, the Board directed staff to proceed with comprehensive agreement negotiations with Price Buildings, Inc. for a County Solid Waste Transfer Station, a new Boxwood Farm Road Convenience Center, and upgrades to the Coolwell Convenience Center.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

C. Scottish Inn Rehabilitation Agreement

County Administrator Rodgers provided an update regarding the blighted property, the Scottish Inn located at 4512 S. Amherst Highway, Madison Heights. He asked the Board to authorize him to sign the agreement that is acceptable to all parties, and to move forward with the abatement. He outlined each of the steps that are required by the County.

By motion of Vice-Chair Campbell and with the following vote, Board ratified the rehabilitation agreement as presented with the condition that the County Administrator notify the Board the first time any part of the agreement is violated.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

**IX. New Business**

A. Amendment to Winton Farm Performance Agreement

The Board tabled this matter for further review by the County Attorney.

~~B. Acceptance of Conservation Easement~~

Item B. was stricken from the Agenda.

**X. County Administrator's Report**

A. New Strategic Plan Metrics

County Administrator Rodgers provided a report on the planning workshop held on September 30, 2019 at Sweet Briar College.

B. Boards/Commissions/Committees - Horizon Behavioral Board update

County Administrator Rodgers advised that Betty Wise's term will expire on December 31, 2019. Ms. Wise has resigned from the County and has two months remaining on her current term.

Mr. Rodgers said he has a volunteer, CSA Director Joni Tables who is willing to step in.

By motion of Chairman Ayers and with the following vote, the Board appointed Joni Tables as the Amherst Representative to the Horizon Behavioral Board to fill the remaining term of Ms. Wise.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

C. Closure of Open Container Sites

County Administrator Rodgers advised the Dodd's Store Convenience Center will open on November 18. He said signage announcing closure of the Long Mountain and Burley Hollow Road sites will be erected in preparation of closure of both sites by December 2, 2019.

By motion of Vice-Chair Campbell and with the following vote, the Board directed that the two 60W open container sites be closed as scheduled and that the Boxwood Farm Road site be allowed to remain open until the manned convenience center at that location is opened.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

D. Projects Status Report

The Board is receiving a monthly report.

**XI. County Attorney's Report**

A. Report on Order for Notice and Hearing, Appalachian Power Company for approval of a broadband capacity pilot program pursuant to Section 56-585.1:9 of the Code of Virginia, case no. PUR-2019-00145 (filed September 26, 2019).

Attorney Jeremy Carroll advised the Board on a regulatory action pending in the State Corporation Commission relating to broadband infrastructure expansion. Currently there is a partnership with Grayson County and a local internet provider to connect ApCo's fiber to homes and expand underserved areas in the Commonwealth.

B. Opioids Class Action Update

Attorney Jeremy Carroll provided the Board with an update on the opioids litigation.

Mr. Carroll recommended "opting out" of the negotiating class and continue to move forward with the County's litigation. He advised the County has until November 22, 2019 to take this action

By motion of Supervisor Tucker and with the following vote, the Board followed counsel's advice to opt-out of the negotiating class for the Opioids Class Action.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

**XII. Liaison and Committee Reports**

A. Lynchburg Regional Business Alliance, Exec Bd, October 11, 2019

For information only.

**XIII. Departmental Reports**

A. Department Spotlight -Economic Development

EDA Director Victoria Hanson presented an overview of the Economic Development Authority.

**XIV. Citizen Comment**

Mr. Bill Peters of Amherst, Virginia, addressed the Board with a suggestion to place a member from the EDA to sit on the Amherst County Service Authority Board.

Mr. Peters asked the Board to shut down the dumpsters as soon as possible and build full-service convenience centers instead of limited service.

Mr. Peters asked the Board to consider another date to have the County Fair as senior citizens cannot deal with the summer heat and humidity.

**XV. Matters from Members of the Board of Supervisors**

Supervisor Tucker had no matter to discuss.

Supervisor Moore had no matter to discuss.

Supervisor Pugh had no matter to discuss.

Vice-Chair Campbell had no matter to discuss.

Chairman Ayers had no matter to discuss.

**XVI. Closed Session**

A. A closed session pursuant to Section 2.2-3711 subsections A.3 and A.5 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 County, and 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, relating to a tract in the Madison Heights area of the County.

Supervisor Tucker moved that the Amherst County Board of Supervisors convene in closed session pursuant to Section 2.2-3711 subsections A.3 and A.5 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 County, and 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, relating to a tract in the Madison Heights area of the County.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

Supervisor Tucker motioned to come out of closed session and was approved with the following vote:

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

**CERTIFICATION OF CLOSED MEETING**

Supervisor Moore moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

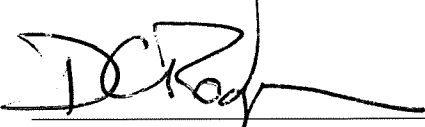
Mr. Ayers	AYE
Mr. Campbell	AYE
Mr. Pugh	AYE
Ms. Moore	AYE
Ms. Tucker	AYE

**XVII. Adjournment**

By motion of Supervisor Moore and with the following vote, the Board adjourned at 3:33 p.m.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

  
\_\_\_\_\_  
L. J. Ayers III, Chairman  
Amherst County Board of Supervisors

  
\_\_\_\_\_  
Dean C. Rodgers, Clerk



*Virginia Information Technologies Agency*

ATTACHMENT 1



# Amherst County NG9-1-1 Deployment

November 5, 2019

VITA Integrated Services Program  
Melissa Parsons, Regional Coordinator





Virginia Information Technologies Agency



# Agenda

- VITA ISP
- Acronyms
- NG9-1-1 system
- Key Elements
- Deployment schedule and costs
- Your next steps



*Virginia Information Technologies Agency*



## Who are we?

Consolidation of VITA's Public Safety Communications (PSC) and Geographic Information System (GIS) services into a single, integrated program

- Three Service Units
  - Virginia Geographic Information Network
  - Public Safety Communications
  - ISP Regional Outreach Program



## Acronyms

- E9-1-1 – Enhanced 9-1-1
- EsinNet – Emergency Services IP network
- MP – Migration Proposal
- NG9-1-1 – Next Generation 9-1-1
- OSP – Originating Service Provider
- PSAP – Public Safety Answering Point
- PA – Participation Agreement (AT&T)
- PAL – Participation Agreement Letter





*Virginia Information Technologies Agency*



## NG9-1-1 System

- IP Based network
- Call delivery faster
- 9-1-1 call and data transfer
- Secure receipt of multi-media communications
- Complete upgrade of current system
- Emergency Service IP Network (ESInet)



## Key Elements of the MP

- Executive Summary
- Solution Overview
- PSAP Systems
- Other Systems
- GIS Information
- Call Routing/Call Transfers
- Network/Redundancy & Diversity/Disaster
- Network Security



# Deployment Schedule and Costs

## Schedule for Deployment

- Q2 2021

## Cost Estimates/Funding

- Non-recurring – \$257,801.73
- Recurring – \$75,570.48
  - Increase of \$3,148.77 per month





*Virginia Information Technologies Agency*



## Next steps

- Budget
- Sign the PAL
- Sign the PA with AT&T
- Funding



## Guiding Principles

- 9-1-1 is an essential, local/regional, public safety service
- Need to address ALL of 9-1-1 not just NG
- Full stakeholder engagement is needed
- Services must not be degraded
- Economies need to be leveraged
- Doing nothing is NOT an option

# ***AMHERST COUNTY***

## ***SOLID WASTE TRANSFER FACILITY***

***November 5, 2019***

The Amherst County Board of Supervisors has previously directed staff to move forward in the solicitation of interested construction firms to submit proposals for the construction of a Solid Waste Transfer Station at the current landfill site as well as the development of a new convenience center on Boxwood Farm Road and various improvements to the existing Coolwell Road convenience center using the Board approved Public Private Education Act (PPEA) procurement process.

Given this direction from the Board, staff developed and appropriately advertised a PPEA solicitation request from interested contractors for the construction of the above noted facilities. Three (3) proposals were received and an Evaluation Committee consisting of County staff, Board representation, and other experts in the solid waste field interviewed the respective proposers on two separate (2) occasions in order to determine the details of the proposed scope of work and the associated potential construction costs.

The next step in the PPEA process is to advise the Board of the recommendation of the Evaluation Committee reference the apparent successful proposer. The Evaluation Committee will also need approval from the Board to enter into a negotiation phase that will determine the final scope of work and its associated construction cost. As part of the negotiation phase the Committee will develop a draft Comprehensive Agreement which will serve as the contractual agreement for the construction of this project.

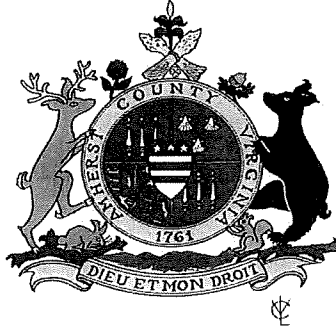
Once these tasks have been satisfactorily completed the Comprehensive Agreement shall be posted for a minimum of 30 calendar days and made available for public review. Once this review period is complete the County shall conduct a public hearing to solicit public input regarding the proposed project.

The Board shall then make a determination as to entering into an agreement with the successful proposer or rejecting the proposal to pursue other alternatives.

Should the Board elect to enter into a Comprehensive Agreement with the successful proposer all of the proposals shall be made available to the public for review with the exception of those documents cited in the PPEA ordinance and mutually agreed to by the proposers and the County.

**Board of Supervisors**

L. J. Ayers III, Chair  
District 3  
Kenneth M. Campbell, Vice-Chair  
District 1  
David W. Pugh, Jr., Supervisor  
District 4  
Jennifer R. Moore, Supervisor  
District 5  
Claudia D. Tucker, Supervisor  
District 2



**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Michael W. S. Lockaby

**AMHERST COUNTY BOARD OF SUPERVISORS**



**MINUTES**

December 17, 2019  
Board of Supervisors  
Administration Building - 153 Washington Street - Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 7:00 p.m.

**I. Call to Order**

**II. Approval of Agenda**

**III. Invocation and Pledge of Allegiance**

**IV. Citizen Comment**

**V. Public Hearing**

- A. PPEA Comprehensive Agreement - Transfer Station Project
- B. Comcast Cable Franchise
- C. 2019-457 Alden Armstrong Virginia 1 LLC (Special Exception)
- D. 2019-471 Vicki Litchford (Rezoning)
- E. 2019-488 Billy L. Blevins (Rezoning)
- F. 2019-487 Billy L. Blevins (Special Exception)

**VI. Consent Agenda**

- A. Appropriation Request - ACSA
- B. Minutes - November 19, 2019 and December 3, 2019
- C. Appropriation Request - Solid Waste

**VII. Special Presentation**

- A. Commemorative Resolution - Kenneth M. Campbell
- B. Brown Edwards - FY19 Audit

**VIII. Old Business**

- A. County Fair Funding
- B. James River Association Match Grant

**IX. New Business**

- A. Discussion on Rules of Procedure for 2020

**X. County Administrator's Report**

- A. Boards/Commissions/Committees - Quarterly update

**XI. County Attorney's Report**

**XII. Departmental Reports**

- A. Budget Status Report as of September 30, 2019
- B. General Fund Availability Report

**XIII. Citizen Comment**

**XIV. Matters from Members of the Board of Supervisors**

**XV. Adjournment**

**MINUTES**

At a Regular Meeting of the Amherst County Board of Supervisors and held at the Amherst County Administration building, Amherst, Virginia, thereof on Tuesday, the 17<sup>th</sup> day of December, 2019, at 7:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

**PRESENT:** L. J. Ayers III, Chairman  
Kenneth M. Campbell, Vice-Chair  
David W. Pugh, Jr., Supervisor  
Jennifer R. Moore, Supervisor  
Claudia D. Tucker, Supervisor

**ABSENT:** None

**STAFF PRESENT:** County Administrator Dean C. Rodgers  
Deputy County Administrator David R. Proffitt  
Attorney Mike Popovich for County Attorney Michael W. S. Lockaby  
EA Clerk to Board Regina M. Rice

**OTHER STAFF PRESENT:** Community Development Director Jeremy Bryant

**I. Call to Order**

Chairman Ayers called the meeting to order at 7:00 p.m.

**II. Approval of Agenda**

By motion of Supervisor Tucker and with the following vote, the Board amended the December 17, 2019 Agenda and added item XIV. Closed Session.



AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

### **III. Invocation and Pledge of Allegiance**

Chairman Ayers led the Invocation and Pledge of Allegiance.

### **IV. Citizen Comment**

Mr. Alan Wood of Madison Heights, Virginia, addressed the Board regarding the Rules of Procedure for 2020 and suggested that once newly-elected Supervisor Tom Martin is seated on the Board, it would appropriate to consider these type of changes.

### **V. Public Hearing**

#### **A. PPEA Comprehensive Agreement - Transfer Station Project**

Mr. Bill Gillespie Project Manager for MRG, presented information regarding the PPEA Comprehensive Agreement/Transfer Station Project. He advised three proposals were received: 1) Glass & Associates, 2) G&H Contracting and 3) Price Buildings.

Mr. Gillespie explained that the Evaluation Committee presented this information to the Board of Supervisors in November 2019 and entered into negotiations with Price Buildings to do the scope of work. A comprehensive agreement was prepared and advertised to the public. He advised the three projects included in the proposal were the Transfer Station, Boxwood Farm Road Convenience Center and the Coolwell Convenience Center upgrade.

Mr. Gillespie advised that at the January 21, 2020 meeting the Board will have an opportunity to enter into a contract with Price Building or request additional information.

The Public Hearing was opened.

#### Comments:

Mr. Alan Wood of Madison Heights, Virginia, addressed the Board and stated he was not opposed to the agreement, however, questioned why the exhibits were not included as part of the agreement.

Mr. John Marks, Jr. of Madison Heights, Virginia addressed the Board and proposed several questions: 1) why did the County go from a 8,600 to 8,000 sq.ft. building; 2) does building a roadway eliminate the possibility of using the landfill should a decision be made to reopen the landfill 3) are there any additional costs to change the entrance road to the landfill; and 4) the public needs to see what all of the costs are, however, why was a complete agreement not available to the public for this public hearing. He requested the Board provide this information to the public and to consider this as a FOIA request so citizens can understand what they are getting for their money.

The Public Hearing was closed.

Mr. Gillespie provided a response to those questions:

- 1) the maintenance building is 8,000 sq. ft. This figure does not include the personnel building;
- 2) the roadway would not impact the use of the existing landfill; 3) this proposal includes the



transfer station and convenience center on Rt. 610 and Coolwell upgrades; and 4) regarding the cost, these numbers are proprietary information that are part of the project and not disclosed.

Supervisor Pugh asked about the exhibits.

Mr. Gillespie explained the exhibits are items that make up the contract and would not be included until the Board makes a decision.

County Administrator Rodgers explained that the public hearing is only to present the proposal to the public to receive input to be used in negotiating the actual terms of the contract.

B. Comcast Cable Franchise

Attorney Mark Popovich addressed the Board and recommended that a public hearing be held to adopt the franchise ordinance with Comcast Cable.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Pugh and with the following vote, the Board adopted the cable TV franchise ordinance.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

C. 2019-471 Vicky Litchford (Rezoning)

Community Development Director Jeremy Bryant presented a special exception request by Vicky Litchford to allow a manufactured home on property that is located at 2581 Richmond Highway.

Mr. Bryant advised the Planning Commission recommended approval of this request with the following conditions:

1. Department of Health: The applicant shall seek all necessary approvals and permits regarding a septic system and a well from the Virginia Department of Health.
2. Entrance: The applicant shall seek an entrance permit from the Virginia Department of Transportation.

Mr. Bryant advised he did receive a petition of opposition to this request (**See Attachment 1**)

The Public Hearing was opened:

Opponents:

Mr. Hershel Childress, Jr. of 2667 Richmond Highway, addressed the Board and was opposed to the addition of another mobile home in this area. He was concerned about his property's

depreciation and that north of this property there is a spring his cattle use which was a cause of concern with land disturbance.

Ms. Janice Browning of 2603 Richmond Highway, addressed the Board and said this property is beside her lot. She was concerned if a long mobile home is placed on this small lot it would depreciate the value of both properties.

Ms. Libby Childress of 2267 Richmond Highway, addressed the Board and was opposed to another single-wide added to that location.

Proponents:

Ms. Kim Flannery addressed the Board and spoke in behalf of her mother who is the owner of the property. She advised the mobile home would be for her mother's caretaker's son and family. She said there are 13 mobile homes within a quarter mile north and south of her mother's home and did not see why there was a problem.

The Public Hearing was closed.

Vice-Chair Campbell said he received calls about this request, however, could not vote in favor of the special exception.

Supervisor Pugh stated there was already a precedent set in that area regarding mobile homes currently located there. He agreed with the Planning Commission's recommendation.

By motion of Supervisor Pugh and with the following vote, the Board approved the request with conditions as recommended by the Planning Commission

AYE:	Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker
NAY:	None
ABSTAIN:	Mr. Campbell
ABSENT:	None

D. 2019-488 Billy L. Blevins (Rezoning)

Community Development Director Jeremy Bryant presented a rezoning request by Billy L. Blevins for property located at 117 Enterprise Drive to allow for automotive repair, truck repair and a state inspection garage.

Mr. Bryant explained this request includes an amendment to the Future Land Use Map with County Comprehensive Plan. He added that the EDA and Planning Commission were both in favor of the expansion of Mr. Blevins' business.

The Public Hearing was opened.

Proponents:

Mr. Bill Blevins addressed the Board and explained he has outgrown his current business. He has now located available property to expand his business that will allow him to offer new services to customers.

Opponents: None

The Public Hearing was closed.

By motion of Chairman Ayers and with the following vote, the Board approved the requested rezoning.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSTAIN: Mr. Campbell  
ABSENT: None

E. 2019-487 Billy L. Blevins (Special Exception)

Community Development Director Jeremy Bryant presented a special exception request by Billy L. Blevins for an automotive repair, truck repair and state inspection garage located at 117 Enterprise Drive.

Mr. Bryant advised the Planning Commission recommended the following conditions:

1. Lighting: All outdoor lighting will be glare-shielded and directed to prevent illumination across the property line.
2. Miscellaneous Items: No miscellaneous items, such as, but not limited to: tires, automotive parts, tools or similar items related to automotive repair shall be stored outside the building.
3. Trash Facility: If an exterior trash disposal facility is added, it shall be screened by a solid wooden fence that fully shields the view of the trash disposal facility.
4. Repair Vehicle Parking: All vehicles waiting repair shall be placed in a designated parking area that is screened from view and in compliance with screening regulations. The maximum time any vehicle can be on the parcel is 90 days.
5. Maximum Number of Vehicles: A maximum of ten (10) vehicles may be stored in the fenced in lot behind the building.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Chairman Ayers and with the following vote, the Board approved the request with conditions as recommended by the Planning Commission.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

#### **VI. Consent Agenda**

- A. Appropriation Request - ACSA
- B. Minutes - November 19, 2019 and December 3, 2019
- C. Appropriation Request - Solid Waste

By motion of Supervisor Pugh and with the following vote, the Board adopted the Consent Agenda for December 17, 2019.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

Supervisor Moore abstained from voting on the November 19, 2019 Minutes due to her absence.

**VII. Special Presentation**

A. Commemorative Resolution - Kenneth M. Campbell

Chairman Ayers presented a resolution to Kenneth M. Campbell honoring his service as the District 1 Board of Supervisor representative from January 1, 2016 to December 31, 2019.

By motion of Chairman Ayers and with the following vote, the Board adopted Resolution 2019-0003-CR. (See Attachment 2)

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

B. Brown Edwards - FY19 Audit

Ms. Susan Chapman of Brown Edwards presented to the Board the County's FY19 Audit.

**VIII. Old Business**

A. County Fair Funding

Mr. Jeff Floyd, Chairman of the Agricultural Committee addressed the Board with a proposal by the Agricultural Committee for funding the Amherst County Fair Director and the County Fair. (See Attachment 3)

Supervisor Tucker asked that the Agricultural Committee obtain 501C3 status to secure corporate sponsorship with a benefit of tax-exemptions.

County Administrator Rodgers reported on a listing of account lines for an additional source of funding. (See Attachment 4)

The Board discussed avenues to secure funding for the 2020 County Fair.

Supervisors Pugh and Tucker and Chairman Ayers thanked the Agricultural Board for its efforts in sorting out a reasonable way forward to fund the Fair.

By motion of Supervisor Tucker and with the following vote, the Board appropriated from the following fund accounts to provide funding for the 2020 County Fair:

Board of Supervisors

Professional Services	\$20,000
AEP Negotiation	\$ 3,000
Legal Services	\$ 7,000

**BOOK 36**  
MINUTES – December 17, 2019  
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Confine Care of Juveniles      \$15,000  
General Liability Insurance    \$15,000

AYE:            Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY:            None  
ABSENT:        None

B. James River Association Match Grant

County Administrator Rodgers reported that the James River Association would like to build a second landing for public access to the river at Riveredge Park. The proposed grant funding is for \$65,000. JRA has proposed a 50/50 cost share match for the landing with the County.

Mr. Rodgers explained the money would be withdrawn from the Fines & Forfeitures fund that has been committed to County parks. He asked if the Board wanted to accept the 50/50 match grant.

Supervisor Moore suggested a 75/25 (County/JRA) match and that JRA would maintain the landing.

Chairman Ayers advised the bid was from Hurt & Proffitt and most likely will be less than requested.

By motion of Supervisor Moore and with the following vote, the Board accepted the James River Association's offer with the appropriation of up to \$35,000 from the Fine & Forfeitures line.

AYE:            Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY:            None  
ABSENT:        None

**IX. New Business**

A. Discussion on Rules of Procedure for 2020

County Administrator Rodgers presented a proposed change to the Board's Rules of Procedure for the Board's consideration that would reduce additions or deletions to the agenda. He proposed that this sentence be added: "In advising the Clerk regarding the docket, the Chair will consult with other Board members in advance of the docket's publication, to the extent practicable."

Supervisor Pugh and Chairman Ayers did not agree with the change suggested.

Supervisor Tucker said she thought this was a "good" best practice.

The Board did not consider making the proposed change to the Rules of Procedure for 2020.

During this discussion period, Tom Martin, newly-elected to represent District 1 but not yet seated, addressed the Board and made a suggestion to consider changing the first meeting of month to a later time in the day for public convenience.

The Board discussed the impact of moving the ACSA meeting as well and other obligations by members who serve on other outside boards and committees. Action on the suggestion was deferred to the first January meeting.

**X. County Administrator's Report**

A. Boards/Commissions/Committees - Quarterly update

For information only.

County Administrator Rodgers introduced Ms. Tina Thomas as the new Senior Accountant in the Finance Department.

**XI. County Attorney's Report**

**XII. Departmental Reports**

A. Budget Status Report as of September 30, 2019

The Board received a quarterly budget status report.

B. General Fund Availability Report

The Board received a monthly report.

**XIII. Citizen Comment**

There was no public comment.

**XIV. Matters from Members of the Board of Supervisors**

Supervisor Tucker made a request that the organizational meetings for the ACSA and Board of Supervisors be moved from January 7, 2020 to January 9, 2020 due to her schedule conflict. It was the Board's consensus to move the ACSA and Board of Supervisors' meetings to January 9, 2020, same time and location.

Supervisor Moore had no matter to discuss.

Supervisor Pugh requested information regarding the salaries, benefits and positions of County employees with regard to proposed salary increases to employees.

Vice-Chair Campbell expressed his appreciation and thanks to fellow Board members for the past four years he served as a County Supervisor.

Chairman Ayers addressed an issue of several trees at Riveredge Park with exposed roots and asked staff to assess the problem.

**XIV. Closed Session**

A. Pursuant to Sec. 2.2-3711 subsection A.1 of the Code of Virginia, 1950, as amended, for the purpose of discussion, consideration, or evaluation of the assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, relating to the County Administrator and the Public Utilities Director. We invited Mr. Martin to participate in the closed session discussion, on condition he keep all discussions confidential in the same manner as a member of the Board.



Supervisor Tucker moved that the Amherst County Board of Supervisors convene in closed session pursuant to Section 2.2-3711 subsection A.1 of the Code of Virginia, 1950, as amended, for the purpose of discussion, consideration, or evaluation of the assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, relating to the County Administrator and the Public Utilities Director. We invited Mr. Martin to participate in the closed session discussion, on condition he keep all discussions confidential in the same manner as a member of the Board.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

Supervisor Tucker motioned to come out of closed session and was approved with the following vote:

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

#### **CERTIFICATION OF CLOSED MEETING**

Supervisor Tucker moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Mr. Ayers	AYE
Mr. Campbell	AYE
Mr. Pugh	AYE
Ms. Moore	AYE
Ms. Tucker	AYE

#### **XVII. Adjournment**

By motion of Supervisor Tucker and with the following vote, the Board adjourned at 10:40 p.m.

AYE: Mr. Ayers, Mr. Campbell, Mr. Pugh, Ms. Moore and Ms. Tucker  
NAY: None  
ABSENT: None

---

L. J. Ayers III, Chairman  
Amherst County Board of Supervisors

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Dean C. Rodgers, Clerk

DRAFT

# ATTACHMENT 1

December 12, 2019

Amherst County Board of Supervisors  
153 Washington Street  
Amherst, Virginia 24521

## Notice to Amherst County Board of Supervisors and County Zoning.

### **Reference Special Exception Request No. 2019-471**

We the adjoining and community property owners do hereby Oppose this special exception request in the V-1 Village Center District (Property identified as tax map number 113-A-54) and make our opposition known by this written notice.

- 1) Janice Browning 2603 Richmond Hwy
- 2) Herold Chubb Jr 2667 Richmond Hwy
- 3) Melissa Stator 2621 Richmond Hwy
- 4) Debbie Childers Reside @ 2617 Richmond Hwy Gladstone VA 24553
- 5) Herold J Chubb Sr 2691 Richmond

# ATTACHMENT 2



Amherst County Board of Supervisors  
County Commemorative Resolution No. 2019-0003-CR

## A COMMEMORATIVE RESOLUTION, NO. 2019-0003-CR

A commemorative resolution, honoring the service of Kenneth M. Campbell as a member of the Amherst County Board of Supervisors for the First Electoral District, for the period January 1, 2016, to December 31, 2019.

---

Approved as to form by the County Administrator

---

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

**I. That the Amherst County Board of Supervisors honors the devoted service of Kenneth M. Campbell, Supervisor for the First Electoral District, to Amherst County, as follows:**

**WHEREAS**, Kenneth Campbell first was elected to the Amherst County Board of Supervisors (hereafter "Board"), representing the First Electoral District, on November 3, 2015, and began his service on the Board effective January 1, 2016; and

**WHEREAS**, Mr. Campbell was elected by his fellow Supervisors to serve in the position of Vice Chairman from January 1, 2019, to December 31, 2019; and

**WHEREAS**, during his tenure, Mr. Campbell served on the Amherst County Service Authority Board of Directors where he participated in the reorganization of the Board of Directors to make it more inclusive and responsive to the citizenry, the James River Bank Stabilization Project to prevent catastrophic pipeline failure and discharge of sewage into the James River, and the rehabilitation of the main sanitary sewer lines along Main Street and Rocky Hill Road in Old Town Madison Heights; and

**WHEREAS**, during his tenure Mr. Campbell served on the Broadband Authority Board where he participated in the solicitation, negotiation and contracting for broadband services that is finally opening up the unserved and underserved areas of the county to wireless broadband service; and

**WHEREAS**, Mr. Campbell served on the Board's Building Committee where he played an instrumental part in the design and contracting process for the construction of the new extension to the county administration building that added modern and comfortable public meeting rooms and adequate space for the Department of Social Services; and

**WHEREAS**, Mr. Campbell was involved in the decisions and oversight of the following significant accomplishments:

- a \$23.6M upgrade of all county school roofs, air handling and lighting achieving massive annual energy savings
- dedicated funding for the Economic Development Authority and its installation in offices at the historic Train Depot
- the sale of Winton Country Club, its rescue from bankruptcy and the economic reinvigoration of the property
- restoration of the derelict Seminole Elementary School building and conversion into a taxpaying apartment building
- the accumulation of over \$1 million in funding to prepare closing the Central Virginia Training Center for redevelopment
- the closure of multiple unsightly open waste collection sites, replacement of the county landfill with a waste transfer station and initiation of a new manned convenience center on Boxwood Farm Road



- resolution of longstanding, difficult personnel issues that has vastly increased the moral & efficiency of county staff
- continuing expansion of county parks and trails amenities including opening Mill Creek Lake to public swimming
- re-creation of the annual County Fair that celebrates the culture of Amherst County
- crafting resolutions to send to leaders in Richmond expressing the views of the citizenry regarding opposition to unfunded mandates and support of constitutional rights
- undertaking a "business friendliness" initiative to change ordinances, taxes, policies and processes to streamline the ability of local businesses to set up or grow and thrive in the county
- setting the course of county staff to begin a Master Plan for all of Madison Heights; and

**WHEREAS**, during his tenure, Mr. Campbell represented the County regionally on the Central Virginia Planning District Commission Board of Directors where he served as Chairman from July 1, 2018, through June 30, 2019, and the Metropolitan Planning Organization, as well as, on the Workforce Development Board, and the Workforce Development Council; and

**WHEREAS**, Mr. Campbell has throughout his entire tenure of service to the County for over 20 years in total been a stabilizing influence in the face of turbulent issues with an objective and fair-minded approach that has sought to advance both the interests of his district and those of the County as a whole.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST:**

That the Amherst County Board of Supervisors hereby recognizes and commends Mr. Kenneth Campbell for his selfless, exceptional service and dedication to Amherst County, its citizenry, and friends.

**BE IT FURTHER RESOLVED:**

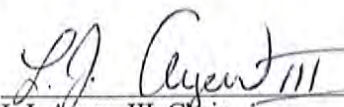
That the Amherst County Board of Supervisors expresses its utmost appreciation and warmest thanks for the four years of dedicated service by Kenneth Campbell to both the First Electoral District, the Board of Supervisors and the County as a whole.

**BE IT FURTHER RESOLVED:**

That the Clerk of the Board of Supervisors is directed to prepare a copy of this resolution for presentation to Mr. Campbell as an expression of the County's appreciation for his services.

**II. That this resolution shall be in force and effect upon adoption.**

Adopted this 17<sup>th</sup> day of December, 2019.

  
L.J. Ayers, III, Chair  
Amherst County Board of Supervisors

**ATTEST:**

  
Dean Rodgers, Clerk  
Amherst County Board of Supervisors

Ayes 5

Nays 0

Abstentions 0



## ATTACHMENT 3

### Proposal for funding for Amherst County Fair Director and County Fair Funding

Request for up to 25,000 dollars to fund the Fair Director position. This would include a contract of 22,500 dollars and the director would be able to earn a bonus of 10% of the monies solicited for sponsorships of the fair. ( the bonus would not be paid on any in-kind donations.) If the base and bonus combined exceed the 25,000 requested, the fair fund will have enough funding at that point to pay any additional bonus the Director may earn. This would be a contracted position and this person would work under the direction of the Agriculture Board for the purpose of directing the fair.

The committee is also requesting 35,000 dollars in county contribution to aid in the cost associated with putting on the fair.

The board would also ask that the Director position be advertised immediately following approval of funds and all applicants interested in this contract be forwarded to the Ag Committee for review at the next Ag Board meeting.

# ATTACHMENT 4

## County Fair Funding Options

<u>Account Line</u>	<u>To Be Used</u>	<u>Remaining in budget</u>	<u>Notes</u>
Board of Supervisors			
Professional Services	20,000	12,500	
AEP Negotiation	3,000	3,000	Not likely to be needed
Legal Services	7,000	3,000	Not likely to be needed
Confine Care of Juveniles	15,000	52,377	Last year only spent approx \$46,000
Gen, Liability Ins	15,000	2,535	Main bill is already paid for the year
Assigned fund for Phelps Road	<u>60,000</u>	340,000	
	120,000		\$336,970 obligated for Phelps Road water/sewer fees



**AMHERST COUNTY  
BOARD OF SUPERVISORS**

**Board of Supervisors**

Claudia D. Tucker, Chair  
District 2  
Jennifer R. Moore, Vice-Chair  
District 5  
David W. Pugh, Jr., Supervisor  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3

**MINUTES**

**January 21, 2020**  
Administration Building - 153 Washington Street -  
Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 7:00 PM

**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Michael W. S. Lockaby

**I. Call to Order**

Chair Tucker called the meeting to order at 7:00 p.m.

**II. Approval of Agenda**

By motion of Vice-Chair Moore and with the following vote, the Board amended the Agenda for January 21, 2020 and added a closed session for personnel reasons to discuss the appointment of Board members to the Service Authority Board and to the Parks & Recreation Board.

AYE: Ms. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers  
NAY: None  
ABSENT: None

**III. Invocation and Pledge of Allegiance**

Chair Tucker led the Invocation and Pledge of Allegiance.

#### **IV. Citizen Comment**

Mr. Keith Mulder of Amherst, Virginia addressed the Board regarding trash in the County. He requested that the Board come up with a strategy and action to get trash under control. He said that it is difficult to attract businesses to the County when trash is so evident.

Mr. John A. Marks, Jr. of Madison Heights, Virginia addressed the Board regarding the closure of the landfill and construction of a transfer station. He presented the Clerk with a copy of his statement for inclusion in the minutes. **(See Attachment 1)**

Mr. Alan Wood of Madison Heights, Virginia addressed the Board regarding closure of the landfill and the costs to be incurred with operating a transfer station. He presented the Clerk with a copy of his statement for inclusion in the minutes. **(See Attachment 2)**

#### **V. Interviews for Board Vacancies**

- A. Boards/Commissions/Committees - Amherst County Service Authority Board of Directors (ACSA Board)  
Interviews

Chair Tucker explained the procedure of conducting the interviews in a public session. She stated once all interviews were completed, the Board would go into a closed session for discussion. The Board would then convene into an open session to announce their selections.

The Board conducted the scheduled interviews with Mr. John T. Boon, Mr. Warren Smith and Mr. Wesley Woods. Ms. Teresa Ray did not appear.

- B. Boards/Commissions/Committees - Parks, Recreation and Cultural Development Board (ACPRCD Board)  
Interviews

The Board conducted the scheduled interviews with Ms. Bailey Angus, Ms. Lisa Merritt and Ms. Marie Petrone.

#### **VI. Public Hearing**

**A. 2019-457 Alden Armstrong Virginia 1 LLC (Special Exception)**

Community Development Director Jeremy Bryant presented a staff report to the Board regarding a special exception request by Alden Armstrong to allow a two-family dwelling located at 1065 Izaak Walton Road.

Mr. Bryant stated the Building Official visited the property and was advised the dwelling was compliant with the State Building Code. Mr. Bryant said that the Planning Commission recommended approval of the special exception with noted conditions.

The Public Hearing was opened.

Proponents: Mr. Alden Armstrong spoke in favor of the special exception and advised the Board the permitting has been approved and the drainfield is in compliance.

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Martin and with the following vote, the Board approved the request with the conditions recommended by the Planning Commission.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers  
NAY: None  
ABSENT: None

**VII. Consent Agenda**

**A. ACSO Revenue Appropriation**

By motion of Chair Tucker and with the following vote, the Board approved the ACSO Revenue Appropriation.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers  
NAY: None  
ABSENT: None

**B. Minutes - December 17, 2019**

By motion of Chair Tucker and with the following vote, the Board approved the minutes for December 17, 2019.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Ayers  
NAY: None  
ABSENT: None  
ABSTAIN: Mr. Martin

**VIII. Old Business**



A. Transfer Station Contract Approval

County Administrator Rodgers advised the Board that Mr. Bill Gillespie of MRG Consultants has finalized the contract with Price Buildings and is present to report on the same.

Mr. Gillespie addressed the Board and admitted that the PPEA process was cumbersome and commended Committee members who worked on this. He provided information to the Board regarding the timeline to finish the project.

Supervisor Martin had several questions regarding the entrance road, truck traffic, nutrient credits and the landscaping of the future Boxwood Farm convenience center.

Supervisor Ayers questioned the long term cost and if the County was satisfied with that. He remarked that the County would still have to manage personnel and equipment which was an added expense.

Supervisor Pugh said he was opposed to building the transfer station and believed the landfill was a tremendous asset to the County. He was concerned about increased tonnage and fuel tax costs.

Mr. Rodgers explained that the study from Draper Aden was a comparison of alternatives and not a projection of actual costs. The study compared continuing with the landfill versus starting up a transfer station.

Chair Tucker said this gave the County options to move forward with flexibility and avoiding liability challenges.

By motion of Chair Tucker and with the following vote, the Board authorized execution of the Comprehensive Agreement by the County Administrator, as presented, along with requests for additional information from Supervisor Martin.

AYE: Mrs. Tucker, Ms. Moore, Mr. Martin and Mr. Ayers

NAY: Mr. Pugh

ABSENT: None

For the record, Supervisor Martin stated he would support the motion "reluctantly" and encouraged Mr. Rodgers and Mr. Gillespie to look into the nutrient credit expense. Supervisor Martin voiced his concern about the roads going into and out of the landfill and the truck traffic with homes located along that area. He wanted assurance that the roads could handle that traffic.

## **IX. New Business**

### **A. School Property Conveyance to VDOT**

County Administrator Rodgers requested the Board schedule a public hearing regarding surplus school property located on Trojan Road fronting Monelison Middle School. This property would be transferred to the County who would in turn transfer the surplus property to VDOT for road improvement.

County Attorney Lockaby advised that a notice of the public hearing would be required.

By motion of Supervisor Martin and with the following vote, the Board directed staff to place acceptance of the School's surplus property on the Board's agenda and to advertise for a public hearing to dispose of the property to VDOT at the Board's second meeting in February.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

### **B. Appointment of Board Liaisons**

County Administrator Rodgers advised that at the January 9th Board meeting, Supervisor Martin was appointed to the Metropolitan Planning Organization (MPO) and the Planning District Commission (PDC).

Supervisor Martin stated that both appointments presented a conflict of interest with his job at the City of Lynchburg and he would be unable to serve on those boards.

By motion of Chair Tucker and with the following vote, the Board appointed Supervisor Martin to the non-voting seat on the Amherst County Parks, Recreation & Cultural Development Board; and appointed Supervisor Ayers to the Metropolitan Planning Organization and to the Planning District Commission.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**X. County Administrator's Report**

**A. Projects Status Report**

County Administrator Rodgers provided the Board a status report and update on current projects.

**B. County Government Organization**

County Administrator Rodgers advised that he included in the Board's agenda packet a report concerning the Public Works Department.

Chair Tucker asked Board members to discuss this matter in the closed session.

**XI. County Attorney's Report**

The County Attorney had no matter to discuss.

**XII. Departmental Reports**

**A. Treasurer's Monthly Report**

For information only.

**XIII. Citizen Comment**

There was no public comment.

#### **XIV. Matters from Members of the Board of Supervisors**

Supervisor Ayers commented on the former Burley Hollow container site and concerns he received from adjoining landowners.

County Administrator Rodgers reported that he is waiting on a report from the engineers on soil contamination at the site.

Supervisor Ayers said there is an old asphalt path that the adjoining landowners wanted removed and placement of a type of physical barrier to prevent further dumping.

It was the consensus of the Board to have the County Administrator report back with a plan to address the appearance of the site.

Supervisor Martin asked for an update on the Boxwood Farm open container site.

Mr. Rodgers reported that the old containers are in the process of being removed and replaced with three roll-off containers. He said that Public Works has employees at that location to help with the trash until the new convenience center is built.

Supervisor Pugh had no matter to discuss.

Vice-Chair Moore mentioned a Madison Heights Business Town Hall meeting at Monelison Middle School on February 19, 2020.

Chair Tucker had no matter to discuss.

#### **XV. Closed Session**

- A. A closed session pursuant to § 2.2-3711 (A)(1) of the Code of Virginia, 1950, as amended, for the purpose of advising the County Administrator on assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County public works department.

Supervisor Ayers moved that pursuant to § 2.2-3711 (A)(1) of the Code of Virginia, 1950, as amended, for the purpose of advising the County Administrator on assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County public works department.

AYE: Ms. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

Supervisor Pugh motioned to come out of closed session and was approved with the following vote:

AYE: Ms. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

#### **XVI. Certification of Closed Session**

Supervisor Ayers moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Ms. Tucker AYE

Ms. Moore AYE

Mr. Pugh AYE

Mr. Martin AYE

Mr. Ayers AYE

By motion of Chair Tucker and with the following vote the Board appointed Mr. Wesley Woods as a citizen member to the Amherst County Service Authority Board.

AYE: Ms. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

County Administrator Rodgers advised he would continue to re-advertise for an additional citizen member.

By motion of Chair Tucker and with the following vote the Board appointed Ms. Bailey Angus to the Parks, Recreation & Cultural Development Board as the District 1 representative.

AYE: Ms. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

#### **XVII Adjournment**

By motion of Supervisor Pugh and with the following vote, the Board adjourned at 9:48 p.m.

AYE: Claudia Tucker, Jennifer Moore, David Pugh, Jr., Tom Martin and Jimmy Ayers

NAY: None

ABSTAIN: None



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Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

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Dean C. Rodgers, Clerk

# **Attachment 1**

## **Presentation to the Amherst County Board of Supervisors Concerning closing of landfill and constructing a Transfer**

**Station, January 21,2020**

Good evening members of the board and staff. My name is John A. Marks, Jr. and I reside at 225 Clark Street in Madison Heights, VA. I wish to address Item VIII.A of the agenda dealing with the Transfer Station contract approval.

The county is making a decision concerning the landfill and handling of solid waste that will have an impact for a long time, and is probably an irreversible decision. It is for that reason that I would encourage this Board to step back and take another look at the current environment regarding solid waste before moving ahead to close the landfill. I believe the decision to close the landfill and ship waste out of the county was based primarily on the strength of the study by Draper Aden Associates, dated May 15, 2018, which from now on I will refer to as "the study". Since that time new information is available regarding solid waste that should be considered. I offer the following points regarding this position.

Point #1: The study is based on a waste stream of 24,600 tons per year for the entire 17 years of the study. I do not believe these numbers reflect the real situation and are underestimated for the following reasons: First, the study itself reflects a 17% increase in the waste stream from 2015 to 2017. Also, the study numbers do not reflect the debris placed in the landfill in 2018 and 2019 which were 30,093 tons and 31,920 tons respectively. I would also add these two years continue the increase in the waste stream observed from 2015-2017 and reflect a 27% increase in the five- year span from 2015-2019. An average of the last five years 2015-2019 is 28,423 tons per year, 3,823

tons per year more than the 24,600 tons per year the study is based on. Using the study cost of \$40.55 per ton for hauling and disposal in year 2021 this 3,823 tons will cost an additional \$155K dollars per year. This situation becomes even worse when one considers year 2019 with a waste stream of 7,320 tons more than the projected 24,600 tons per year. With a cost to haul and dispose at a projected \$40.55 per ton an additional cost of \$300K for the year would be required. In short, the cost to haul and dispose of the average waste stream for the last five years would negate any projected yearly savings, and in some instances would cost more than the projected savings. Second, two of the county's stated goals are to "Promote Business growth and promote tourism." To these ends the county has provided in excess of a million dollars to the efforts of the EDA. Encouraging growth with no increase projected in the waste stream seems to be at odds with one another. Third, in recent months there have been studies indicating that recycling has decreased, in some cases as much as 30%. In early 2018 China began to cut off imports of recyclable materials from the USA. Glass is no longer being recycled. Since items such as this are no longer recycled, they either go in a landfill, or hauled away to someone else's landfill. Either way this increases the waste stream, which I believe we see in the numbers for 2018 and 2019 in our own landfill, and increases cost for hauling and disposal.

Point #2: This point addresses the use of available money as presented in the study, which I believe is all of the money available, excluding the General Fund. At this time the public is aware of a projected cost of \$2,736,000 million dollars. As I understand, based on the PPEA request and comments at a previous board meeting, this cost makes provisions for construction of the transfer station, building one new convenience center, and improvements at the Coolwell Convenience Center. The study by Draper Aden does not consider any cost for convenience

centers, and very specifically does not include additional road costs. The study justifying the transfer station and projected savings was based on the use of two sources of money, \$3,979,610 from the BB&T loan and \$4.4 million from the landfill reserve fund, or to keep it simple \$8 million dollars. \$1,656,000 of the loan money was to be used to construct the transfer station and \$2,705,383 was to be used to close cell #1 in 2021, which must be accomplished under any option. \$862,232 of the reserve fund money was designated to purchase transfer station equipment and the remaining money, \$3,545,984 was designated for post closure of cell #1, which again must be accounted for under any option. According to my calculations, based on the study needs, and the \$2,736,000 million dollar expense previously quoted for the transfer station and the convenience centers, the total need would be \$9,849,599. Since the available money is \$8 million it seems to be \$1,849,599 short. I arrive at this value as follows:

\$2,736,000 Transfer station and convenience centers

\$2,705,383 Cell 1 closure and post closure costs (From the study)

\$862,232 Equipment for transfer station (From the study)

\$3,545,984 Cell #1 post closure costs (From the study)

These are numbers taken from the study, and the cost of \$2,736,000 million provided by administration that come to the \$9,849,599.

Point #3: I have always been of the opinion that the projected costs for hauling and disposal were understated in the study. The study projects the hauling and disposal fees in year 2037 to be \$53.42 a ton, despite the fact that the experts, the people that actually control these costs, told this board "I see tipping fees going up significantly over the next 10 years in Virginia." But what I consider a significant new fact is the results Bedford County received from their latest inquiry concerning

the hauling and disposal fee for their solid waste. The cheapest quote Bedford received was \$47.07 per ton, with some quotes as high as \$55.48 per ton. In comparison, based on the study, the hauling and disposal fee in 2021 for Amherst County is projected at \$40.55 per ton. Based on this information and the increase in the waste stream, the \$250,000 yearly savings projected by the study are a fantasy.

Depending on someone else to haul and accept the county's solid waste leaves the county very few options and unable to control its own destiny. I would recommend again that this Board take another look, based on today's environment, before making the final decision to close the landfill, because "the study" certainly does not support such a decision.

Thank you.

Good evening.

Alan Wood / 297 Berg Drive / Madison Heights

16 months ago, you conducted a Town Hall meeting regarding solid waste options based on a report prepared by Draper Aden which indicated savings totaling \$4,635,600 would result if Amherst County were to close its landfill, replace it with a transfer station, and contract with another landfill and a trucking company to transport our solid waste. I understood your goal was to save money and this savings estimate lead to the decisions you subsequently made.

As I stated then, looking at all options and selecting the one that offers the lowest cost to the people of Amherst is appropriate. I suggested that you obtain actual prices to validate the savings predicted by Draper Aden given the magnitude of this decision. Unfortunately, that did not happen.

Make no mistake, a decision tonight to contract with Price Buildings to build a transfer station is a final decision on this matter. There would simply be no money available to proceed with opening a new landfill cell after having spent more than \$2,700,000 on the transfer station and other proposed costs. Given the finality of this decision, I researched this matter and found that there is current data about actual prices in the marketplace.

I will share this information now so that everyone in this room can understand the real costs of the decision before you tonight. I focused on the five biggest points in Draper Aden's report relative to closing the landfill and contracting with another landfill.

1. Cost to Build a Transfer Station
2. Costs related to contracting with the Region 2000 landfill
3. Costs related to contracting with another outside landfill (several were mentioned, WMX in Amelia was offered as the lowest cost alternative)
4. Inflation projection
5. Volume of Solid Waste

First, we now know from the proposals you received that building a transfer station will cost \$589,000 more than what Draper Aden stated in its report.

Second, we learned from the News & Advance that a contract with Region 2000 at the terms suggested was never an option. If you don't believe it, then ask them like Bedford did.

Third, we see from proposals received by Bedford County in the last two months that the lowest cost option available is the Republic landfill near Lawrenceville, not Amelia. The total cost per ton for transportation and tipping fees for Bedford under this proposal will exceed \$47.00 per ton in the first year with increases at CPI for future years. Draper Aden's report predicted our cost would range between \$39.18 per ton and about \$40 per ton



(depending on which data one relies on from the Report) with annual increases of 1.5%. Even allowing for our landfill being slightly closer to Lawrenceville than Bedford's landfill, which will reduce our transportation costs slightly, this data points to these costs being almost 15% higher than what you were lead to believe the result would be. This difference alone will consume a great majority of the hoped for savings. Yet, there is more.

Fourth, as noted above, future increases will be based on CPI, not 1.5% as Draper Aden suggested. Plus, additional increases for fuel surcharges need to be accounted for. I checked a number of economic forecasts and found all of them forecast inflation to be significantly higher than 1.5%. Wouldn't Amherst County be better served with applying a real world inflation factor as we make this decision so that there is less of a chance of a surprising higher cost later?

Fifth, volumes of solid waste in recent years have routinely exceeded the 24,600 ton estimate offered by Draper Aden. While historical information is interesting to look at, we don't use 15 years of it when budgeting other costs for the county, why would we do so for solid waste? When the trucks are lining up at the transfer station, no one will care about how many tons we had 15 years ago. Our costs will be determined by current conditions. On that score, recent years show a steady increase in volumes and suggest that volumes may now exceed 30,000 tons per year. With media reports concerning reduced recycling and our own experience with no longer recycling glass, volumes are poised to stay high or even increase. I suggest that an honest assessment for budgeting purposes would be a three or four year rolling average – not what our history was 15 years ago. Notably, if our volumes average 30,000 tons rather than 24,600 tons, Amherst citizens would be looking at substantially higher costs for this service – perhaps \$250,000 higher annually. This would represent a \$500,000 annual difference from the estimated cost you have based your decisions to date on.

So, in the absence of savings, what other factors are significant enough to warrant closing the landfill and replacing it with a transfer station?

Citizen unrest with having a landfill in their backyard? The few people who spoke at the Town Hall meeting on this topic expressed concerns with increased truck traffic related to the transfer station not the current landfill.

Greater efficiencies and / or saving the environment? Refuse dumped in the landfill is handled once. Refuse dumped in a transfer station is handled multiple times. How is that more efficient? As for the environment, the refuse is still going to be buried in a landfill. The biggest difference in the options is that we are adding the pollution created by thousands of truck trips that will burn tens of thousands of gallons of fossil fuels as they move the refuse from one landfill to another one. As others throughout the world seek ways to reduce their carbon footprint, Amherst County will be significantly increasing its.

Economic development? When one is marketing oneself, one tries to differentiate oneself from others. In a few years, both the Bedford landfill and Region 2000 landfill are on track

to be closed. How valuable would it be to have the only local landfill in Region 2000 as Amherst seeks to attract industry and growth? How useful would it be for business and citizens to have flexibility to dispose of any materials rather than be at the mercy of what the contracted landfill would allow and what the cost of doing so is at that contracted landfill?

Regulatory and legal issues? All organizations have laws and rules that govern their operations. They hire competent staff and train them on their responsibilities to minimize such risks, not make changes that will greatly increase costs just to avoid compliance with laws and rules.

I could go on, but will stop here and ask: if you knew when this process started that costs would be significantly higher to operate a transfer station than to operate a landfill, would you have chosen the highest cost option? An option that not only costs more, but is also less efficient, less flexible and, as a result, provides less service to citizens of Amherst. We should make a decision based on an honest assessment of the costs and include citizens in this process, not rely on a report that has now proven to be incorrect in almost every material way. Therefore, I encourage you not to approve the proposed transfer station this evening. Real world costs now available do not support this course of action.

Thank you for your consideration.

**Comprehensive Agreement**  
Between Amherst County and Price Buildings, Inc.

**EXHIBIT "A"**

**LAND**

All of the property related to the "project" that being the "Design/Construction of a Solid Waste Transfer Station at the County's existing landfill, the construction of a convenience center on Boxwood Farm Road, and various miscellaneous improvements to the Coolwell Road convenience center is owned by Amherst County. All access to the various properties during construction phase shall be coordinated through Amherst County. Siting of the various facilities to be constructed on the properties shall be controlled by the site plan as approved by Amherst County.

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "B"**

**SCOPE OF WORK – ALSO SEE EXHIBIT "K"**

The Scope of Work included in this project shall consist of the following:

1. Price Buildings Inc. proposal dated August 23, 2019
2. Price Buildings follow up information dated October 28, 2019
3. Approved site plan dated August 23, 2019
4. Price Buildings follow up questions and answers dated December 9, 2019
5. Price Buildings revised scope of services
6. Price Buildings schedule of values dated December 9, 2019

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "C"**

**CLARIFICATIONS AND ASSUMPTIONS**

List clarifications and assumptions that serve as the basis for this Agreement.

1. Contractor's price does not include costs for Owner's consultants or service providers.
2. Contractor's price does not include any asbestos abatement.
3. The Base Proposal assumes the summary of the final scope of work as described in the revised proposal of Price Buildings, Inc. dated December 9, 2019.
4. Price Buildings, Inc. proposal assures that if the construction requires work hours outside of traditional hours ( 8am – 5pm – Monday - Friday) it is included in their proposal and scope of work. No additional compensation will be requested by or provided to the contractor.
5. All access to the Amherst County properties for which construction is planned shall be coordinated through the Amherst County with the exception of the existing landfill. Construction activities shall be coordinated through the Landfill Manager. A schedule of the upcoming week's construction activities shall be provided to the Landfill Manager for coordination with the landfill activities.



**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "D"**

**DRAW SCHEDULE**

1. Construction draws will be made monthly. The cutoff date for monthly draws will be the 25<sup>th</sup> of each month.
2. The contractor shall submit the draft monthly pay request a minimum of 5 days after the cutoff date.
3. Should the contractor request payment for stored materials a certified letter shall be required from an officer of the company, pictures of the material, an inventory of the material, and proof that the material is insured.
4. The owner has a minimum of 30 days from the approval of the monthly pay request in which to make payment.

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "E"**

**PROJECT SCHEDULE MILESTONES**

**PROJECT TIMELINE TO BE DEVELOPED AND APPROVED PRIOR TO  
SIGNING CONTRACT**

Task	Duration (Calendar Days UNO)	Target Start	Target Complete
1 Notice to Proceed			9/23/2013
2 Execute Comprehensive Agreement			10/18/2013
3 35% Design Development Revisions			10/11/2013
4 Detailed Cost Estimate Submission			11/4/2013
5 Owner Value Engineering Study (Owner's Option)			N/A
6 Prepare Guaranteed Maximum Price (GMP)			10/18/2013
7 Owner Review / Approve GMP			10/18/2013
8 Owner Review / Approval 35% Design Development			10/14/2013
9 Site Plan Permit Submission / Approval			11/4/2013
10 65% Construction Document (CD) Submission			11/4/2013
11 Owner Review / Approve 65% Submission			11/4/2013
12 95% Construction Document (CD) Submission			12/9/2013
13 Owner Constructability Review			11/4/2013
14 Building Permit Submission / Approval			12/20/2013
15 Owner Review/Approve 95% CDs			12/6/2013
14 100% Construction Document (CD) Submission			12/13/2013
15 Owner Review/Approve 100% CDs			12/13/2013
16 Notice to Proceed on Construction			9/23/2013
17 Construction of New Facility			11/11/2013
18 Commence FF&E Installation			8/15/2014
19 Substantial Completion			9/1/2014

TO BE REVISED  
FOR SOLID WASTE PROJECT

**Comprehensive Agreement  
Between Amherst County and Price Buildings**

**EXHIBIT "F"**

**PAYMENT APPLICATION**

See attached AIA Payment Application form G702/CMA

Should the contractor desire to use another format for the development of the monthly pay request it must be approved by Amherst County.

APPLICATION AND CERTIFICATE FOR PAYMENT  
AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISED EDITION

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

☐ OWNER  
☐ CONSTRUCTION  
MANAGER  
☐ ARCHITECT  
☐ CONTRACTOR

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

day of:

Subscribed and sworn to before me this:

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702/CMA-1992

G702/CMA-1992

AIA DOCUMENT G702/CMA - APPLICATION AND CERTIFICATION FOR PAYMENT - CONSTRUCTION MANAGER-ADVISED EDITION - 1992 EDITION - AIA® - © 1992  
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1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:

a. % of Completed Work \$

(Column D + E on G703)

b. % of Stored Material \$

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$
- (Line 4 less Line 5 Total) \$

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$

8. CURRENT PAYMENT DUE \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$

(Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

**Comprehensive Agreement  
Between Amherst County and Price Buildings**

**EXHIBIT "G"**

**ITEMS AND PRICE SUMMARY SHEET**

***SEE ATTACHED SCHEDULE OF VALUES***



AMHERST COUNTY PPEA

Project Name: Transfer Station  
Project #: AMH 20  
Contractor: Price Buildings, Inc

Application #: Schedule of Values  
Application Date: 1/8/2020  
Period to: N/A

Item #	Description of Work	Scheduled Value	WORK COMPLETED		Stored Materials (not in D or E)	Total Completed Stored to Date	% Complete	Balance to Finish	Retainage*	
			Previous Application	This Period						5%
1000	GENERAL CONDITIONS	\$234,551								
1045	OWNER CONTINGENCY	\$150,000								
1050	CONTRACTOR CONTINGENCY	\$85,500								
1055	MATERIAL AND LABOR COST INCREASE CONTINGENCY	\$100,000								
1060	LANDSCAPING CONTINGENCY	\$20,000								
1100	NUTRIENT CREDIT	\$53,040								
2000	GRADING AND SITE WORK	\$364,800								
2500	SITE UTILITIES	\$70,680								
2700	ASPHALT PAVEMENT	\$194,473								
2800	SITE CONCRETE	\$61,122								
2830	RETAINING WALLS	\$49,736								
3100	FOOTINGS & FOUNDATIONS	\$89,570								
3200	CONCRETE SLABS	\$98,213								
3400	CONCRETE WALLS	\$29,971								
5000	STEEL CHUTE	\$91,200								
5700	METAL RAILINGS	\$3,565								
6400	CASEWORK	\$1,026								
7100	DAMP PROOFING	\$2,850								
7200	INSULATION	\$4,150								
7900	CAULKING	\$342								
8000	HARDWARE	\$4,138								
8500	WINDOWS	\$2,736								
9200	GYP SUM & WALL BOARD	\$3,192								
9500	ACOUSTIC TILE	\$2,298								
9600	VCT & BASE	\$2,052								
9900	PAINTING	\$1,585								
9950	EPOXY PAINT	\$16,439								
10000	SCALES	\$125,400								
10522	FIRE EXT.	\$855								
10800	TOILET ACCESSORIES	\$587								
13100	BUILDING	\$211,380								
13200	PERSONNEL BUILDING	\$39,977								
15100	PLUMBING	\$22,298								
15400	HVAC	\$9,063								
16000	ELECTRICAL	\$98,211								
Totals		\$2,245,000.00								

AMHERST COUNTY PPEA

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AMHERST COUNTY PPEA

Project Name: Coolwell  
 Project #: AMH 20  
 Contractor: Price Buildings, Inc

Application #: Schedule of Values  
 Application Date: 12/9/2019  
 Period to: N/A

Item #	Description of Work	Scheduled Value	WORK COMPLETED		Stored Materials (not in D or E)	Total Completed Stored to Date	% Complete	Balance to Finish	Retainage*	
			Previous Application	This Period					5%	
1000	GENERAL CONDITIONS	\$3,560								
1050	MATERIAL AND LABOR COST INCREASE	\$3,600								
2000	GRADING AND SITE WORK	\$17,640								
3200	DUMPSTER SLABS	\$51,000								
Totals		\$75,800.00								

**Comprehensive Agreement  
Between Amherst County and Prices Buildings, Inc.**

**EXHIBIT "H"**

**LIST OF WARRANTIES**

All warranties outside of the 12-month contractor's warranty of various components if the project shall be listed here for the owner's information after the 12 contractors warranty expires.

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "I"**

**PERFORMANCE & PAYMENT BONDS**

**AMHERST COUNTY, VIRGINIA  
STANDARD PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That Price Buildings, Inc. the Contractor  
("Principal") whose principal place of business is located at 1111 Callaway Road,  
Rocky Mount, Virginia and \_\_\_\_\_

("Surety") whose address for delivery of 'Notices' is located at are held and firmly bound unto  
Amherst County, Virginia, the Owner ("Obligee") in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
) for the payment whereof Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Principal has by written agreement dated entered into a contract with Obligee  
for \_\_\_\_\_ which contract (the "Contract") is by reference expressly made a part hereof;

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal  
shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and  
conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done  
under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any  
other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to  
the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors,  
administrators, successors or assigns from their liability hereunder, notice to the Surety of any such  
alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract  
and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect  
or breach of warranty or guarantee if the action be for such. The Surety represents to the Principal and to  
the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*Contractor / Principal*

(SEAL)

\_\_\_\_\_  
*Witness*

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

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

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

\_\_\_\_\_  
*Surety*

(SEAL)

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

*Attorney-in-Fact*

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



## AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or alternatively, Commonwealth or State of \_\_\_\_\_)

CITY/COUNTY of Amherst

I, the undersigned notary public, do certify that\_\_\_\_, whose name is signed to the foregoing performance bond in the sum of\_\_\_\_ and dated\_\_\_\_ and which names the Commonwealth of Virginia,\_\_\_\_, as Oblige, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of\_\_\_\_, a\_\_\_\_ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety's act and deed.

She/he has further certified that her/his Power of Attorney has not been revoked.

[Complete if Power is recorded: Clerk's Office:\_\_\_\_\_;

Deed Book/Page No. or Instrument No.:\_\_\_\_\_.]

Given under my hand this\_\_\_\_ day of\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

My name (printed) is:

My registration number is:

My commission expires:

APPROVED:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

## Terms and Conditions of the Performance Bond

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the prompt and faithful performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor promptly and faithfully performs the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract, the Surety and the Contractor shall have no obligations under this Bond.
- 3 In the event of the Contractor's Default, and subsequent notification to the Surety pursuant to Section 41 of the General Conditions of the Construction Contract, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing, and arrange a meeting with the Owner to discuss methods of completing the Construction Contract. See paragraph 4, below, for the options to be discussed. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owner's interests, without further notice to the Surety, and the Owner shall be entitled to enforce any remedy available to the Owner under the Construction Contract or under Virginia law.
- 4 Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall not toll any Construction Contract time periods nor operate as a waiver of any of the Owner's rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to the Owner, at the Owner's sole discretion:
  - 4.1 By written takeover agreement with the Owner, the Surety itself shall undertake to perform and complete the Construction Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner, at its sole discretion, consents, the Contractor may serve as the Surety's independent contractor (however, due to conflicts with the Virginia Public Procurement Act, the Owner may not directly contract with an otherwise qualified independent contractor produced by the Surety); or
  - 4.2 The Surety may, if acceptable to the Owner and at the Owner's sole discretion, waive its right to perform and complete the Construction Contract, and with reasonable promptness under the circumstances:
    - 4.2.1 Pay to the Owner all amounts for which it may be liable to the Owner as surety on this Performance Bond, including the damages described in paragraph 6 below; or
    - 4.2.2 Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing reasons therefor.

5 If, after the meeting described in paragraph 4, above, the Surety does not proceed with reasonable promptness with one of the options provided in subparagraphs 4.1 or 4.2 (including its subparts), above, the Owner may send additional written notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Owner shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. If the Surety proceeds as provided in Subparagraph 4.2, and the Surety and the Owner are unable to agree as to the amount for which the Surety may be liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1 or 4.2.1, above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than or less than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Construction Contract, provided the Owner commits the balance of the Construction Contract Price to the prompt and faithful completion of the Construction Contract, the Surety is obligated without duplication for:

61 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

62 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

63 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

The Owner, at its sole discretion, may waive its claim to delay costs and/or liquidated damages.

7 The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors or assigns.

8 The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any Change Orders.

- 9 Any proceeding by the Owner, legal or equitable, under this Bond may be instituted in any Virginia state court of competent jurisdiction, as permitted under Section 8 of the General Conditions of the Construction Contract and Virginia Code § 2.2-4337 and 2.2-4340, or by the Contractor or Surety, as permitted under the Construction Contract or under Virginia law.
- 10 Notice to the Surety shall be mailed or delivered to the address shown on the Standard Performance Bond in the space for Surety address for delivery of Notices
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond when furnished to comply with statutory requirements.

## 12 DEFINITIONS

- 121 **Balance of the Construction Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 122 **Construction Contract:** The agreement between the Owner and the Contractor identified on first page of the Standard Performance Bond, DGS-30-084, CO-10, including all Construction Contract Documents and duly executed modifications and change orders thereto.
  - 123 **Contractor Default:** Failure of the Contractor, as defined under Section 41 of the General Conditions to the Construction Contract, which has neither been remedied, as permitted under Section 41 at the Owner's sole discretion, nor expressly waived by the Owner, to perform or otherwise to comply with the terms of the Construction Contract.
- 13 Nothing in these General Conditions shall prevent a surety from becoming involved in the Construction Contract prior to termination, upon notice from the Owner of the Contractor's failure to promptly and faithfully perform the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract.

**AMHERST COUNTY, VIRGINIA**  
**STANDARD LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That Price Buildings, the Contractor ("Principal") whose principal place of business is located at 1111 Callaway Road, Rocky Mount, VA 24151 and \_\_\_ ("Surety") whose address for delivery of 'Notices' is located at are held and firmly bound unto Amherst County, Virginia, the Owner ("Obligee") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

Principal has by written agreement dated entered into a contract with Obligee for \_\_\_\_\_ which contract (the "Contract") is by reference expressly made a part hereof;  
**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Any claimant who has a direct contractual relationship with the Principal and who has performed labor or furnished material in accordance with the Contract documents in furtherance of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.
3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is

regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.
  - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*Contractor / Principal* (SEAL)

\_\_\_\_\_  
*Witness*

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

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

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

\_\_\_\_\_  
*Surety* (SEAL)

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

*Attorney-in-Fact*

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

### AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA  
(or alternatively, Commonwealth or State of \_\_\_\_\_)

CITY/COUNTY of \_\_\_\_\_

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing labor and material payment bond in the sum of \_\_\_\_\_ and dated \_\_\_\_\_ and which names the Commonwealth of Virginia, \_\_\_\_\_, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of \_\_\_\_\_, a \_\_\_\_\_ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety's act and deed

She/he has further certified that her/his Power of Attorney has not been revoked.

[Complete if Power is recorded: Clerk's Office: \_\_\_\_\_;

Deed Book/Page No. or Instrument No.: \_\_\_\_\_.]

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public* (SEAL)

My name (printed) is: \_\_\_\_\_

My registration number is: \_\_\_\_\_

My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
*County Attorney*

\_\_\_\_\_  
Date



**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "J"**

**INSURANCE CERTIFICATE**

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "K"**

**CONTRACTOR SUMMARY SCOPE OF WORK AND OTHER RELATED  
DOCUMENTS**

**ALSO SEE EXHIBIT B**



# Price Buildings Inc.

1111 Callaway Road  
Rocky Mount, VA 24151

Phone: 540-483-7226  
Fax: 540-483-5061

Virginia Contractors License: 2701 033883A

January 13, 2020

## SCOPE OF SERVICES FOR AMHERST COUNTY TRASH TRANSFER STATION

We include the following items:

1. Architecture, engineering and civil engineering services sufficient to obtain building permits.
2. Cost of building permits.
3. Cost of performance and payment bonds.
4. A \$150,000 contingency allowance for the Owners use.
5. Water quality nutrient credits (to be used in lieu of designing and construction water quality devices).
6. Material testing and soil borings for design
7. VDOT land use permits, entrance permits, E & S permits, land disturbing permits, DEQ permitting and bonds for the same.
8. Site work to include E & S silt fences and diversion ditches, clearing, grading, storm water ponds (with structures, pipe, rip rap) and temporary seeding.
9. Stone for pavement base.
10. New asphalt access roads with heavy duty asphalt.
11. Ten [1] 8'x3'x8" concrete dolly pads with rebar reinforcement. Location to be determined by final design
12. Sanitary sewer to include oil water separator and new septic drain field at the Transfer Station.
13. 4,000-gallon leachate collection system consisting of two [2] two-thousand tanks.
14. Electric conduits from nearest power company poles into building.
15. We have 2212 sf of exterior concrete slabs on grade to have a full perimeter turn down edge treatment. All are calculated to be 6 inches of 4000 psi concrete over 4 inches of crushed stone. Reinforcing consists of No. 4 rebar at 12 inches on center each way. All slabs on grade have vapor barrier and a cure n seal coating and are sawn to minimize crack development.  
All exterior slabs include air entrainment for freeze protection.
16. We have 128 lf of 12-inch-thick retaining wall along the driveway with heights varying from 8 to 18 feet.
17. Forming and pouring concrete foundation and retaining wall for the pre-engineered metal building.
18. Forming and pouring 4-inch-thick concrete slab with 4000 psi concrete and 10-gauge wire reinforcing in offices with sawn control joints and a curing sealer.
19. Forming and pouring a 6-inch concrete floor in the transfer area with 4000 psi concrete, No. 4 rebar at 12 inches O.C. each way for reinforcing. Joints are sawn for crack control and a floor hardener applied to the floor surface.
20. The pre-engineered metal building (PEMB) design loads include 20 psf live load, 30 psf ground snow load, 5 psf collateral load and 115 mph wind load.



# Price Buildings Inc.

1111 Callaway Road  
Rocky Mount, VA 24151

Phone: 540-483-7226  
Fax: 540-483-5061

Virginia Contractors License: 2701 033883A

21. The PEMB roof will consist of 24-gauge galvalume standing seam material. The siding will consist of 26-gauge colored metal. Gutters and downspouts in standard colors.
22. The PEMB has six inches insulation in walls and ceilings.
23. The "hardened" interior surface (at the entire building perimeter) will consist of 26-gauge metal liner panel to a height of 14 feet above the main floor level. Portions of this liner panel will be 30 feet long (at the end with the lower level).
24. The eight (8) foot push wall will have a total height of 9 feet with one foot embedded below slab. This wall rests on its own footing to provide additional stability.
25. We include 140 linear feet of push wall twelve (12) inches thick with one layer of No. 6 rebar at 12 inches on center each way.
26. We include design, material and labor for a steel "chute" with safety rails for collection of trash between push floor and truck.
27. We include an interior truck scale including a large display board.
28. Office building to be separated from main structure by ten [10] feet and will be constructed with 6" 16-gauge metal stud walls, wood roof trusses and steel siding and roofing to match pre-engineered metal building
29. Office, toilet and breakroom walls will be built with 3 1/2 inch, 20-gauge metal studs to a height of 10 feet. All these walls will include insulation and 5/8-inch type X gypsum drywall.
30. Acoustic ceilings in the above spaces will consist of 2 by 4 grid with flat edge basic (radar) tile.
31. We have an allowance of \$900 for cabinetry in the breakroom.
32. We include four (4) 3070 hollow metal frames and doors. We include commercial grade door hardware.
33. All gypsum drywalls are painted. Office, bath, and breakroom have VCT floors and vinyl base.
34. Commercial grade stainless steel toilet accessories.
35. Five (5) fire extinguishers.
36. Our plumbing scope includes pvc piping for drain, waste and vent, and CPVC water piping. We have a wall hung lavatory, an ADA toilet, kitchen sink and 20-gallon electric water heater. Two hose bibs, two floor drains, and connection to the trench drains.
37. Our mechanical includes a two (2) ton heat pump serving the breakroom, toilet and office. 1 toilet exhaust fan is included.
38. We include a three (3) phase, 400-amp electrical service. We use high bay LED lights. In office type areas we use 2 by 4 flat lay in lights. LED wall packs, exit and emergency lights per code and standard duty receptacles and switches in office areas.





# Price Buildings Inc.

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Phone: 540-483-7226  
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## SCOPE OF SERVICES FOR AMHERST COUNTY BOXWOOD FARMS SITE

We include the following items:

1. Architecture, engineering and civil engineering services sufficient to obtain building permits.
2. Cost of building permits.
3. Material testing and soil borings for design
4. VDOT land use permits, entrance permits, E & S permits, land disturbing permits, DEQ permitting and bonds for the same.
5. Site work to include E & S silt fences and diversion ditches, clearing, grading, storm water ponds (with structures, pipe, rip rap) and temporary seeding.
6. Stone for pavement base.
7. New asphalt paving with heavy duty asphalt.
8. Forming and pouring compactor, container, and recycling pads per preliminary concept plan prepared by Hurt & Proffitt, dated March 4, 2019. Said pads to consist of 8" thick 5000psi concrete with 8" gravel base and rebar reinforcement.
9. Forming and pouring attendant building pad per aforementioned plans. Pad to consist of 4" of 4000psi concrete with 4" gravel base and welded wire reinforcement.
10. Electrical will include 400-amp service, 100-amp circuit from main panel to attendant building, lighting and receptacles in attendant building, two [2] 60-amp circuits to trash compactors and three [3] LED light fixtures on 20' steel poles

## SCOPE OF SERVICES FOR AMHERST COUNTY COOLWELL SITE

We include the following items:

1. Architecture, engineering and civil engineering services sufficient to obtain building permits.
2. Cost of building permits.
3. Material testing and soil borings for design
4. E&S permit, land disturbing permit.
5. Site work to include E&S and silt fencing as required.
6. New concrete pad areas for dumpsters as shown on preliminary concept plan prepared by Hurt & Proffitt, dated March 14, 2019. Pads to consist of 8" thick 5000psi concrete with 8" stone base and rebar reinforcement.
7. Installing and compacting stone in areas of construction



# Price Buildings Inc.

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## Exclusions:

1. Rock excavation
2. Removal or replacement of poor or unsuitable soil
3. Water Authority connection fee. Per conversation with Authority, this fee is best handled between Amherst County and the Water Authority.
4. Personnel building at Boxwood Farms site
5. Compactors, dumpsters or collection boxes.

## Qualifications:

- |  |                     |
|--|---------------------|
| 1. Removal and/or replacement of poor or unstable soil | \$20.00/cubic yard  |
| 2. Removal of mass rock                                | \$100.00/cubic yard |
| 3. Removal of trench rock                              | \$250.00/cubic yard |



# Price Buildings Inc.

State License No.2701 033883A

1111 Callaway Road

Rocky Mount, VA 24151

Phone : 540-483-7226  
Fax: 540-483-5061

Bill,

December 9, 2019

Please see answers to your questions below:

1. Geo-tech matting under pavement - Price's recommendation  
The geo-tech matting was an option if pavement is omitted and the drive lanes are stone only. The fabric is not necessary if asphalt is used.
2. Personnel - do not connect to building - stand alone - connect with canopy  
Scope has been revised to separate personnel building from tipping floor by ten feet. A covered sidewalk will be constructed between the two buildings
3. Size leachate tanks for tanker capacity or close to it so that when they come to pump it out it will be a full load for the hauler  
Scope has been revised to allow for two [2] two-thousand gallon tanks to be installed "in-line"
4. Refresh my memory as to what we were going to do to harden the tipping floor  
The Floor itself will be constructed with 5,000 PSI concrete, A heavy duty metallic floor hardener (Euco-Plate HD) be added as part of the sealing process. This will increase strength to 12,000 PSI
5. Were we putting steel plates on push walls - could not remember Price recommendation  
No. Included in the latest scope we included a 6" concrete curb at the base of the push walls to prevent direct impact with the wall itself.
6. Did Price include dolly pads?  
No. Revised schedule of values includes ten [10] 8'x3' concrete pads. Location will be determined at time of design or construction
7. Would like to price some windows in the side walls for natural light  
Revised schedule of values includes translucent panels on both sidewalls
8. Include construction of 2 inch water line to building - fees to be handles by County  
This item was included in the previous scope and is still included.
9. Revise scope of work  
Scope has been revised and is attached
10. Provide a detailed scope of work similar to what an AIA pay request would look like  
Schedule of values is attached



**Comprehensive Agreement**  
Between Amherst County and Price Buildings, Inc.

**EXHIBIT "L"**

**VENDOR'S CERTIFICATION**

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no member of the Amherst County Board of Supervisors, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the Board of Supervisors, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing this contract.

Handwritten Signature of Authorized Principal(s)

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

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

Name of Firm/Partnership/Corporation:

Price Buildings, Inc.  
1111 Callaway Road  
Rocky Mount, Virginia 24151

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

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "M"**

**STATEMENT OF DISCLAIMER**

This is to certify that no employee, official, or elected officer of the County of Amherst has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services or stands to benefit personally from the furnishing of such goods or services as referenced above:

Firm: Price Buildings, Inc.  
1111 Callaway Road  
Rocky Mount, Virginia 24151

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL)

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

STATE OF VIRGINIA: To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, whose name(s) is(are) signed to the foregoing statement bearing date of \_\_\_\_\_, 20\_\_\_\_, this day personally appeared before me in the State aforesaid and acknowledged the same before me.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "N"**

**CONTRACTOR ELIGIBILITY CERTIFICATION**

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

---

Name of Official

---

Title

---

Firm or Corporation

---

Date

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "O"**

**ENVIRONMENTAL CONDITIONS**

1. No smoking shall be allowed on any property owned by Amherst County which includes the three (3) project sites.
2. The general public and employees of Amherst County will be entering and working in the general areas of the proposed construction. The General Contractor shall be responsible for informing all Price Buildings, Inc. employees and subcontractors to be discreet in their language, actions, and dress while working on the site.
3. The contractor shall be responsible for providing portable restroom facilities on the project sites for its employees.

**Comprehensive Agreement  
Between Amherst County and Price Buildings, Inc.**

**EXHIBIT "P"**

**PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT**

Terms and Conditions: **ALL** enclosed General and Special Terms and Conditions shall apply to this Solicitation for Proposals. Proposers are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line business or commerce, or any act of fraud punishable under the Virginia Conflict of Interests Act, section 2.2-3100 et seq. of the *Code of Virginia*, 1950, as amended, the provisions of the Virginia Public Procurement Act on Ethics in Public Contracting, sections 2.2-4367 et seq. of the *Code of Virginia*, 1950, as amended the Virginia Governmental Frauds Act, sections 18.2-498.1 et seq. of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that violations of these statutes are crimes, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

FEI/FIN No. \_\_\_\_\_

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



**BOOK 37**  
**Pages 25-33**



**AMHERST COUNTY**  
**BOARD OF SUPERVISORS**

**Board of Supervisors**

Claudia D. Tucker, Chair  
District 2  
Jennifer R. Moore, Vice-Chair  
District 5  
David W. Pugh, Jr., Supervisor  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3

**MINUTES**

**February 4, 2020**

Administration Building - 153 Washington Street -  
Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 3:00 PM

**County Administrator**

Dean C. Rodgers

**County Attorney**

Michael W. S. Lockaby

**I. Call to Order**

Chair Tucker called the meeting to order at 3:00 p.m.

**II. Approval of Agenda**

By motion of Vice-Chair Moore and with the following vote, the Board amended the agenda for February 4, 2020 and added a closed session as Item XIII. A.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**III. Invocation and Pledge of Allegiance**

Chair Tucker led the Invocation and Pledge of Allegiance.

**IV. Citizen Comment**

There was no public comment.

**V. Consent Agenda**

By motion of Supervisor Ayers and with the following vote, the Board adopted the Consent Agenda for February 4, 2020.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

A. Minutes - January 9, 2020 and January 21, 2020 Budget Workshop

It was moved that the Board adopt the minutes of January 9, 2020 and January 21, 2020 Budget Workshop.

B. ACSO Revenue Appropriation

It was moved that the Board approve the ACSO Revenue Appropriation

C. Grant Application - Thrashers Creek Dam

It was moved that the Board adopt the resolution as presented, authorize the County Administrator to certify by signing the resolution, and appropriate \$6,250 from the Slope Failure Committed Fund to pay the engineering fees.

D. Grant Application - Stonehouse Dam

It was moved that the Board adopt the resolution as presented, authorize the County Administrator to certify by signing the resolution, and appropriate \$6,250 from the Slope Failure Committed Fund to pay the engineering fees.

E. Grant Application - Mill Creek Dam

It was moved that the Board adopt the resolution as presented, authorize the County Administrator to certify by signing the resolution, and appropriate \$5,849 from the Slope Failure Committed Fund and \$401 from the unobligated General Fund balance to pay the engineering fees.

F. Grant Application - Winton Farm Dam

It was moved that the Board adopt the resolution as presented, authorize the County Administrator to certify by signing the resolution, and appropriate \$3,500 from the Winton Development Committed Fund to pay for the engineering services.

**VI. Special Presentation**

#### **A. Second Stage/Amherst - Annual Report**

Ms. Suny Monk, President of Second Stage, addressed the Board and provided a 2019 End-of-Season Report, Winter 2020 Mission Statement. She remarked on the continued success of Second Stage and thanked the Board for its support. Ms. Monk also provided information on Amherst EATs (Empowering Amherst's Trailblazers), an upcoming event that will be held on May 2, 2020. (See Attachment 1)

Mr. John Patterson, a member of Second Stage, reported on building and grounds issues and the upgrades that have been completed to the building.

Ms. Monk thanked the Board for past funding provided to Second Stage and asked the Board to accept her request for continued funding.

#### **VII. Old Business**



#### A. Purchase of Nutrient Credits for Transfer Station Construction

County Administrator Rodgers reported that Price Builders have priced \$53,000 for nutrient credits into the contract for the transfer station instead of calculating the cost of constructing water gardens for storm water control.

Mr. Rodgers explained that water gardens would help reduce phosphorus from going into the James River and the gardens would need to be inspected every 2-3 years. He said that as a matter of the expense to maintain these gardens over time, and in the interest of speed and simplicity, the water gardens have not been designed and the County moved forward with the nutrient credits at the transfer station. He explained that the County relies on DEQ to do storm water analysis as well as the analysis of nutrient credits and water gardens. He said it typically takes 90 days for review of nutrient credits, however, DEQ requires at least six months to review water garden designs. Mr. Rodgers said that due to the pending capping of the landfill near the end of 2021, the County has chosen nutrient credits to save time and expense and ongoing maintenance costs. He asked the Board, as a matter of future policy, whether staff should pursue water gardens and build them into project budgets.

Supervisor Martin said that a project such as this, he believed the County took the easy out with the contractor, which does nothing to protect the waterways in Amherst County. He took issue with the response by Mr. Bill Gillespie of MRG Consulting in an email dated January 29, 2020 to the County Administrator. (See Attachment 2)

Supervisor Martin said that at the last Board meeting he asked why did the proposal automatically go to do nutrient credits. He pointed out that there were other options that should have been considered. He was concerned about the trend that the County is doing things the "cheapest" way and proposals should be submitted the right way as things should be done. He said the County then would decide what needs to be cut out. He asked that such decisions be brought to the Supervisors rather than being resolved by staff.

He proposed that, as a policy matter on nutrient credits and the environment for future projects, the Board of Supervisors address those issues as to whether the County should build or pay for credits.

### **VIII. New Business**

**A. Appropriation Request - Monacan Indian Nation Cultural Foundation**

County Administrator Rodgers reported that the Monacan Indian Nation requested sponsorship from the County for this year's Powwow.

He explained that this request was received after requests from outside agencies/non-profits had already been decided by the Supervisors. He advised the Monacan's have been now added to the list of notifications to non-profits for next year.

By motion of Supervisor Pugh and with the following vote, the Board donated \$500 to the Monacan Indian Nation.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**B. EDA Board Member Compensation**

County Administrator Rodgers addressed the Board about increasing the compensation for EDA Board members to \$100 per month. Mr. Rodgers reported that EDA members are currently compensated \$50 per month.

By motion of Supervisor Martin and with the following vote, the Board approved an increase for EDA Board members to \$100 per month effective with the FY2021 budget.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**IX. County Attorney's Report**

County Attorney Lockaby advised the Board he will provide an update at the next Board meeting on issues from the General Assembly.

**X. Liaison and Committee Reports**

**A. Central Virginia Metropolitan Planning Organization Meeting, January 16, 2020**

For information only.

**B. Central Virginia Planning District Commission, January 16, 2020**

For information only.

## **XI. Citizen Comment**

Mr. Bill Peters of Amherst, Virginia addressed the Board regarding the contract to build the transfer station and the balance of money left over from the \$4M loan.

Mr. Rodgers reported approximately \$1.3M is not expended by the contract and the remaining money will be used to buy more equipment, compactors, extra containers and a roll-off truck.

Mr. Peters asked if the County would have a complete convenience center network.

Mr. Rodgers said he hoped there would be money to build another convenience center and if a location can be found.

## **XII. Matters from Members of the Board of Supervisors**

Supervisor Ayers inquired if the test analysis has been received regarding the former Burley Hollow dumpster site.

Mr. Rodgers reported that petroleum and petroleum by-products have been found at both the Burley Hollow and Long Mountain sites. He advised the soil will have to be removed and treated at both sites.

Supervisor Ayers commented about the mud at the Dodds Store Convenience Center. He understood that site would be paved and if any additional funding is available it would be put out for bid. Mr. Rodgers advised the estimate to pave that site is \$125,000.

Supervisor Pugh remarked that expense should come out of the bond money.

Lastly, Supervisor Ayers remarked on the trash in the County and the need to develop a plan to clean up all County corridors.

Supervisor Martin believed the trash issue needs to be a combination of public information and various groups working on this, as well as presentation of current County ordinances. He suggested adopt a road or street and find out what the limitations are to use inmate crews.

Supervisor Pugh said he would be willing to donate his time to pickup trash that would send a positive message to citizens.

Supervisor Ayers suggested the need for someone to organize and designate areas for cleanup along with working with VDOT.

Supervisor Moore asked Mr. Rodgers what was being done. Mr. Rodgers reported about a meeting with VDOT, the Sheriff's office, the Commonwealth Attorney and various department heads to brainstorm to collect information on the various avenues of approach available to the county. Mr. Rodgers advised he is working with Blue Ridge Regional Jail to increase the availability of inmate work crews to pick up trash. He reported he is also working with the School Superintendent to get school children involved as well.

Supervisor Martin commented on the clean up of the Boxwood Farm dumpster site. He asked if the new convenience center would be paved or graveled. Mr. Rodgers advised it would be paved.

### **XIII. Closed Session**

A closed session pursuant to the personnel exemption at § 2.2-3711 (A)(1) of the Code of Virginia, 1950, as amended, for the purpose of discussion, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County specifically related to the County Administrator.

- A. A closed session pursuant to the personnel exemption at § 2.2-3711 (A)(1) of the Code of Virginia, 1950, as amended, for the purpose of discussion, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County specifically related to the County Administrator.

Supervisor Ayers moved that the Amherst County Board of Supervisors convene in closed session pursuant to VA Code Section 2.2-3711(A)(1) of the Code of Virginia. 1950, as amended, for the propose of discussion, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County specifically related to the County Administrator.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

Supervisor Ayers motioned to come out of closed session and was approved with the following vote:

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

#### **XIV. Certification of Closed Session**

To certify the closed session:

Supervisor Ayers moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Mrs. Tucker AYE

Ms. Moore AYE

Mr. Pugh AYE

Mr. Martin AYE

Mr. Ayers AYE

#### **XV. Adjournment**

By motion of Chair Tucker and with the following vote, the Board adjourned at 4:35 p.m.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

---

Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

---

Dean C. Rodgers, Clerk



BOOK 37  
Pages 104 - 110



## AMHERST COUNTY BOARD OF SUPERVISORS

### Board of Supervisors

Claudia D. Tucker, Chair  
District 2  
Jennifer R. Moore, Vice-Chair  
District 5  
David W. Pugh, Jr., Supervisor  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3

### MINUTES

May 5, 2020

Administration Building - 153 Washington Street -  
Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 3:00 PM

County Administrator  
Dean C. Rodgers

County Attorney  
Michael W. S. Lockaby

### I. Call to Order

At a Regular Meeting of the Amherst County Board of Supervisors held on May 5, 2020 at 3:00 p.m., the following members were present:

BOARD OF SUPERVISORS: Chair Claudia D. Tucker, Vice-Chair Jennifer R. Moore, Supervisor David W. Pugh, Jr., Supervisor Tom Martin and Supervisor L. J. Ayers III.

ABSENT: None

STAFF: County Administrator Dean C. Rodgers, Deputy County Administrator David R. Proffitt, County Attorney Michael W. S. Lockaby, and Legal/Executive Assistant Regina M. Rice

Chair Tucker called the meeting to order at 3:02 p.m.

### II. Approval of Agenda

Chair Tucker advised that Mr. Rodgers will address the Scottish Inn during the County Administrator's Report.

By motion of Supervisor Ayers and with the following vote, the Board approved the agenda for May 5, 2020.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

### III. Invocation and Pledge of Allegiance

Chair Tucker led the Invocation and Pledge of Allegiance.

### IV. Citizen Comment

There was no public comment.

## **V. Consent Agenda**

By motion of Supervisor Pugh and with the following vote, the Board approved the Consent Agenda for May 5, 2020.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

### **A. Minutes - April 07, 2020 and April 17, 2020**

It was moved that the Board adopt the Minutes of April 7, 2020 and April 17, 2020.

### **B. ACSO Revenue Appropriation**

It was moved that the Board approve the appropriation of funds as described.

## **VI. Old Business**

### **A. Approval of Revised Bond Documents for Waste System**

Finance Director Stacey Wilkes addressed the Board regarding an amendment to the 2017 Landfill bond documents requiring a resolution and modification to the agreement. Ms. Wilkes said the amendment is to specify the transfer station, convenience centers and other needs for solid waste.

By motion of Supervisor Martin and with the following vote, the Board adopted Resolution 2020-0005-R and direct the County Administrator to execute the modification agreement.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

## **VII. New Business**



A. Suspension of Plastics & Paper Recycling

Public Works Director Brian Thacker addressed the Board regarding the cost to recycle plastic and paper which has not been profitable since the recession. He explained that cardboard and metal generate positive or neutral revenue and that plastic and paper generate revenue negative and is not profitable as was several years ago.

Mr. Thacker provided the Board with the hauling costs to maintain the plastic and paper recycling program. He recommended suspension of recycling plastic and paper until it becomes revenue positive or neutral.

Chair Tucker remarked she had received numerous calls from concerned citizens who were opposed to suspending the program.

Supervisor Martin said the County should continue recycling even with the cost and did not support suspending plastic and paper recycling. He asked if the County was willing to continue subsidizing recycling at a cost of \$11,000 per year.

Supervisor Pugh agreed with Supervisor Martin to keep the recycling program which would keep 83 tons of recycled material out of the landfill. Supervisor Pugh said that once the transfer station is built, we will have to haul that additional 83 tons of recycled material to another landfill for an added cost.

Chair Tucker asked Mr. Thacker to look into the possibility of putting a recycling container at Dodds Store Convenience Center.

By motion of Supervisor Martin and with the following vote, the Board agreed to continue recycling as is and to explore placement of recycling containers at Dodds Store Convenience Center.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

B. Appropriation of CARES ACT Healthcare Provider Funding

County Administrator Rodgers advised the Board Amherst County has received money from the CARES ACT for healthcare providers. He said that these funds could be used for hazardous pay for Public Safety employees on the front line from April 2020 through June 2020. Any remaining money would be used for supplies needed for Public Safety.

By motion of Supervisor Ayers and with the following vote, the Board appropriated \$33,000 for hazardous duty pay and \$20,226.01 for other healthcare-related operating costs from the CARES ACT funding received.

AYE:Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY:None

ABSENT:None

C. Appropriation for Telephone System

Finance Director Stacey Wilkes addressed the Board concerning an upgrade the County's telephone system. The IT Department has determined the phone system requires upgrades and that money has been set aside in the Telecommunication Fund to pay for the cost.

By motion of Supervisor Ayers and with the following vote, the Board appropriated \$136,582.25 from the Telecommunications Fund balance for the telephone system upgrade.

AYE:Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY:None

ABSENT:None

#### **D. Award of Contract for Waste Hauling**

Public Works Director Brian Thacker addressed the Board regarding cost saving measures hauling waste from convenience centers to the landfill. He explained a RFP was put out and six responses were received from local haulers. He advised that County Waste presented the most competitive price.

Mr. Thacker proposed that Public Works could haul the waste at a cost savings to the County that would total over \$130,000 per year. He explained there would not be additional staff added, only the purchase of one truck to service Amherst County.

The Board proposed several questions and concerns and if this change would be successful for the County. Mr. Thacker said the savings to the County would be to utilize the assets that taxpayers are paying for.

Supervisor Ayers said he felt confident in Mr. Thacker's figures and was in favor of creating this savings.

Supervisor Pugh requested that the savings be tracked and not rolled back into the budget.

Supervisor Ayers agreed with Supervisor Pugh asking the Board for a recommendation of where the money would go and how it would be used. Supervisor Ayers asked that Mr. Thacker return after six months to report on the success of this program.

Supervisor Martin agreed with revisiting this in six months.

By motion of Supervisor Ayers and with the following vote, the Board approved Public Works as the exclusive hauler for all Amherst County convenience center containers as of July 1, 2020. Public Works is to report back to the Board in six (6) months to advise if it is on track of any savings created. Those savings will be tracked and reported to the Finance Director and those savings will remain in landfill reserves.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

#### **VIII. County Administrator's Report**

#### **A. Projects Status Report**

County Administrator Rodgers provided the Projects Status Report.

Chair Tucker said that the AG Committee may be looking at an event in the fall, perhaps a rodeo and asked the County Administrator to follow up with the Fair subcommittee.

Mr. Rodgers provided an update on the Scottish Inn. He advised the 210 day deadline will expire on June 2. The owner is now seeking from the SBA a loan that includes the demolition and new construction. Mr. Rodgers advised the owner's attorney has requested a delay of six months and asked that the Board provide guidance.

The Board discussed several issues including the cost to the County if the building was condemned and the structure torn down.

County Attorney Lockaby said it would not be unreasonable for the Board to wait until June 10, considering this to be a force majeure and revisit the issue at the second meeting in June.

Chair Tucker suggested that Amherst County place a lien on another piece of property belonging to the owner.

Supervisor Martin agreed with Chair Tucker on extending the deadline to August 2 and require the owner to obtain a demolition permit and an environmental assessment be completed regarding asbestos removal.

Mr. Rodgers said he would hold firm to the June 2 date, and if any extension is granted the County will need to see those documents and be prepared to place a lien on another piece of the owner's property

#### **IX. County Attorney's Report**

The County Attorney had no matter to discuss.

#### **X. Departmental Reports**

##### **A. Department Spotlight - Sheriff's Office**

Major Elliott of the Sheriff's Office provided the Board with an overview of the department.

#### **XI. Citizen Comment**

There was no public comment.

## **XII. Matters from Members of the Board of Supervisors**

Supervisor Ayers had no matter to discuss.

Supervisor Martin asked that the County Administrator look into ways to provide for law enforcement as was done for Public Safety previously in this meeting, and to return to the Board with a recommendation.

Supervisor Pugh had no matter to discuss.

Vice-Chair Moore had no matter to discuss.

Chair Tucker advised that the New Era Progress has asked for a \$300 sponsorship to publish each graduating Amherst County High School senior's portrait in the newspaper.

By motion of Supervisor Martin and with the following vote, the Board approved the a sponsorship of \$300 to the New Era Progress.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

## **XIII. Adjournment**

By motion of Supervisor Pugh and with the following vote, the Board adjourned at 4:35 p.m.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None



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Claudia D. Tucker, Chair  
Amherst County Board of Supervisors



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Dean C. Rodgers, Clerk



# Should Amherst County Uncap the Landfill?

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June 1, 2020



# History of Capped Portion

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- County partially closed approximately 2.2 acres of 13.6 acre Cell 1 in 2000
  - Represented 16% of total acreage available in cell
  - Spearheaded by former DEQ personnel under old regime (“Sequential Capping”)
  - Solid Waste Regulations still relatively new at the time (October 6, 1993)
- Draper Aden was engineering firm at time of closure, have partial history of closure documents



# Pictures of Capped Portion





**Cut/Fill Summary**

Station	Fill	Excav	Fill	Excav	Fill	Excav
0+00	1.000	0.000	1.000	0.000	1.000	0.000
1+00	1.000	0.000	1.000	0.000	1.000	0.000
2+00	1.000	0.000	1.000	0.000	1.000	0.000
3+00	1.000	0.000	1.000	0.000	1.000	0.000
4+00	1.000	0.000	1.000	0.000	1.000	0.000
5+00	1.000	0.000	1.000	0.000	1.000	0.000
6+00	1.000	0.000	1.000	0.000	1.000	0.000
7+00	1.000	0.000	1.000	0.000	1.000	0.000
8+00	1.000	0.000	1.000	0.000	1.000	0.000
9+00	1.000	0.000	1.000	0.000	1.000	0.000
10+00	1.000	0.000	1.000	0.000	1.000	0.000
11+00	1.000	0.000	1.000	0.000	1.000	0.000
12+00	1.000	0.000	1.000	0.000	1.000	0.000
13+00	1.000	0.000	1.000	0.000	1.000	0.000
14+00	1.000	0.000	1.000	0.000	1.000	0.000
15+00	1.000	0.000	1.000	0.000	1.000	0.000
16+00	1.000	0.000	1.000	0.000	1.000	0.000
17+00	1.000	0.000	1.000	0.000	1.000	0.000
18+00	1.000	0.000	1.000	0.000	1.000	0.000
19+00	1.000	0.000	1.000	0.000	1.000	0.000
20+00	1.000	0.000	1.000	0.000	1.000	0.000
21+00	1.000	0.000	1.000	0.000	1.000	0.000
22+00	1.000	0.000	1.000	0.000	1.000	0.000
23+00	1.000	0.000	1.000	0.000	1.000	0.000
24+00	1.000	0.000	1.000	0.000	1.000	0.000
25+00	1.000	0.000	1.000	0.000	1.000	0.000
26+00	1.000	0.000	1.000	0.000	1.000	0.000
27+00	1.000	0.000	1.000	0.000	1.000	0.000
28+00	1.000	0.000	1.000	0.000	1.000	0.000
29+00	1.000	0.000	1.000	0.000	1.000	0.000
30+00	1.000	0.000	1.000	0.000	1.000	0.000
31+00	1.000	0.000	1.000	0.000	1.000	0.000
32+00	1.000	0.000	1.000	0.000	1.000	0.000
33+00	1.000	0.000	1.000	0.000	1.000	0.000
34+00	1.000	0.000	1.000	0.000	1.000	0.000
35+00	1.000	0.000	1.000	0.000	1.000	0.000
36+00	1.000	0.000	1.000	0.000	1.000	0.000
37+00	1.000	0.000	1.000	0.000	1.000	0.000
38+00	1.000	0.000	1.000	0.000	1.000	0.000
39+00	1.000	0.000	1.000	0.000	1.000	0.000
40+00	1.000	0.000	1.000	0.000	1.000	0.000
41+00	1.000	0.000	1.000	0.000	1.000	0.000
42+00	1.000	0.000	1.000	0.000	1.000	0.000
43+00	1.000	0.000	1.000	0.000	1.000	0.000
44+00	1.000	0.000	1.000	0.000	1.000	0.000
45+00	1.000	0.000	1.000	0.000	1.000	0.000
46+00	1.000	0.000	1.000	0.000	1.000	







# Why are We All Here Today?

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- Landfill scheduled to reach vertical capacity and close within 18-24 months
  - *Permitting from DEQ expected to take anywhere from 12 to 24 months!*
- Uncapping 2.2 acres efficient way to gradually complete Transfer Station project, potentially extend existing deadlines, & continue to receive solid waste
  - As of May 26, already 30 days behind in building permitting timeline
- **Considerable cost savings for Amherst County in uncapping**
- Post closure care would take place for 30 years whether or not the impacted area is re-opened
  - Why not economically utilize what has already been permitted by DEQ?

# How Much Airspace is Under Cap?

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- According to Draper Aden, 80,400 cubic yards (CY) would be available if cap removed, slope integrated with existing landfill slopes
  - This figure assumes a **conservative** 75% efficiency of utilizing of landfilling space
  - 80,400 CY equates to a **conservative** 40,200 tons of available airspace (1,000 lbs/yard)
- Landfill accepting 572.14 tons per week of landfillable material
  - Figure based on May 21, 2019 through May 21, 2020 scale house data
- Total weeks of additional utilization equals **70.26 weeks** if uncapped



# Transfer Station Hauling Costs, 70.26 Weeks

---

- Two figures to take into account: Hauling & Tonnage
  - Hauling: \$730,883.16 ( $\$400/\text{load} * 4.33 \text{ loads/day} * 70.26 \text{ weeks}$ )
    - Hauling per load figure provided by Thompson Trucking to Amelia County Landfill
  - Tonnage: \$1,406,949.47 ( $\$35/\text{ton} * 572.14 \text{ tons/week} * 70.26 \text{ weeks}$ )
    - Tonnage figure provided by Waste Management for Amelia County Landfill
- *Total for hauling & tonnage, 70.26 weeks: \$2,137,832.63*

# Other & Total Hauling Costs, 70.26 Weeks

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- Amherst contracts hauls from leachate pond: Over 5.6 million gallons per year!
  - Figures accrued from April 2019- March 2020 billings from WEL
- Total average cost of leachate hauls for 70.26 weeks @ \$.025/gallon: \$190,541.04
  - $5,636,500 \text{ gallons year} / 12 \text{ months} / 4.33 \text{ weeks a month} * \$.025 \text{ a gallon haul rate} * 70.26$
  - Per haul figure *just* increased as RFP for leachate hauls have been returned
  - Once Transfer Station opens, (2) 5,000 leachate holding tanks will have to be serviced as well
- *Total third party hauling & tonnage costs, 70.26 weeks: \$2,328,373.36*



# Equipment Needed if Amherst Hauls

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- (3) Road tractors: \$125,000 each
- (5) 53' walking floor trailers: \$70,000 each
- (2) 8,000 gallon used leachate trailers: \$18,000 each
- (1) Leachate pump for pond, transfer station holding tanks: \$40,000
  - Pump includes integrated meter; currently, *we don't know exactly how much is pumped!*
- **Total equipment costs: \$801,000**

# Other Charges if Landfill Uncapped

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- Draper-Aden task order: \$25,000 (Speculative)
- Re-cover closure costs, 2.2 acres: \$418,000
  - Estimated by Draper-Aden at \$190,000 per acre
- DEQ permitting costs: \$2,610
- Miscellaneous costs (DEQ, Draper-Aden, etc...): \$75,000
- Total, other charges: \$520,610
- *Public Works has the capability of doing the site work in-house!*



# Why it Makes 'Cents' to Uncap Landfill

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- Total costs for 3<sup>rd</sup> party tonnage and hauling, 70.26 weeks: \$2,328,373.36
  - Includes hauling costs for transfer station, leachate
- Minus Total equipment charges for Amherst to begin hauling: \$801,000
  - Includes (3) tractors, (5) trailers, (2) leachate tankers, (1) leachate pump
- Minus Total other charges: \$520,610
  - Includes speculative Draper Aden task order, closure costs, any miscellaneous charges
- *Total savings for Amherst to uncap landfill: \$1,006,763.36*

# But Wait: There's More...

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- Upon closure of landfill, would not need to hire any new drivers
  - Current employees working on Class A with Tanker endorsement & prerequisite of all new hires
- Total per day, 3<sup>rd</sup> party hauls: \$2,183.64
  - \$1,732.00 for Transfer Station hauls, \$451.64 for leachate hauls
- *Minus* Total costs per day to haul, Amherst: \$956.33
- **Daily ongoing cost savings, Amherst: \$1,227.31**
- **Annual cost savings, Amherst: \$382,920.03**
  - \$1,227.31 per day \* 6 operating days per week \* 52 weeks

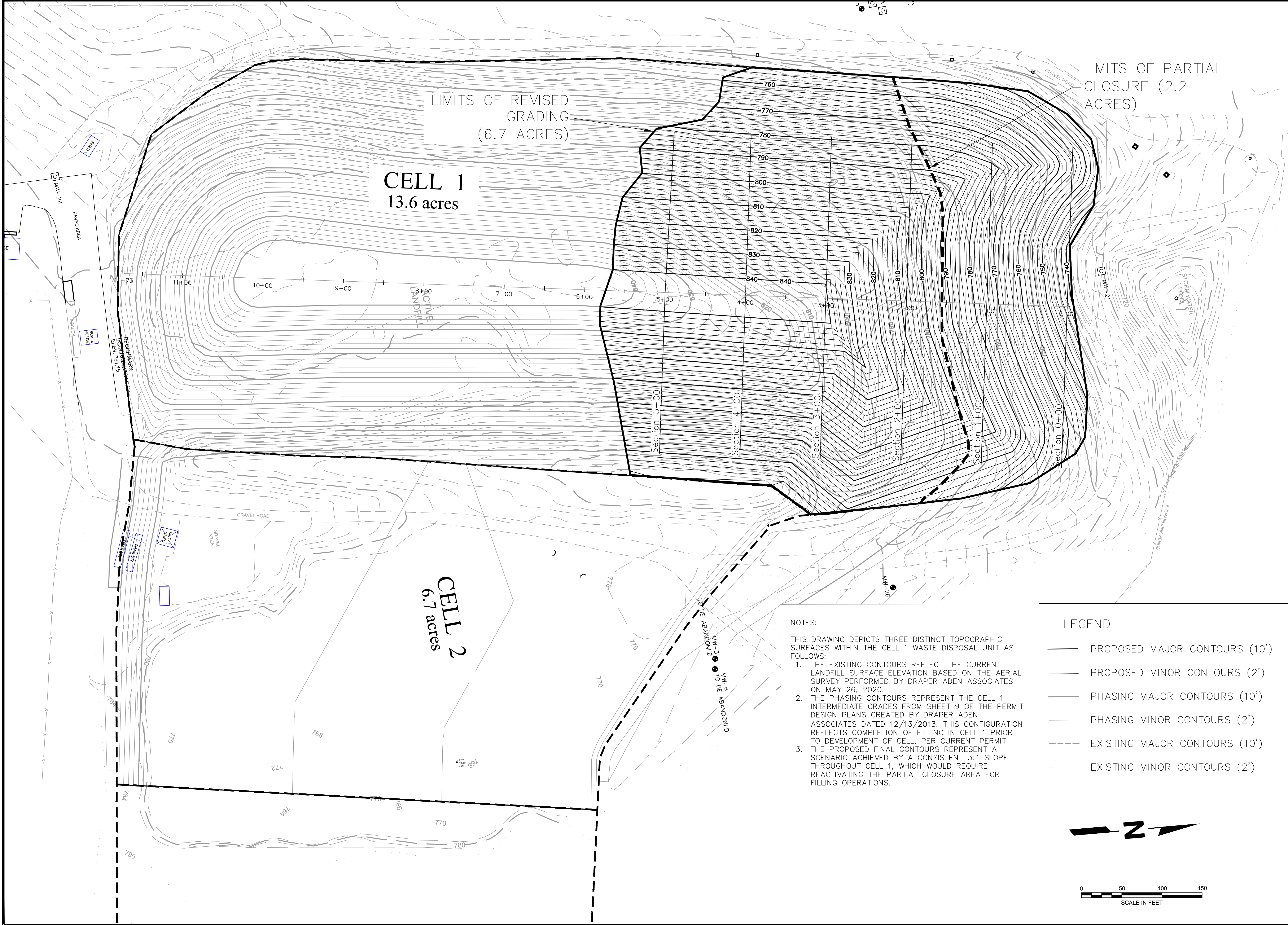


# Recommendations

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- Initiate lengthy process with DEQ to re-open capped portion at once
  - Suggest sending engineering RFPs to Draper Aden, Joyce Engineering, and Hurt & Proffitt
- Procure (1) tractor, (2) used leachate tankers, and leachate pump to begin performing leachate hauls
  - Already have multiple drivers in Public Works with Class A licenses & Tanker endorsements
- Adjust job descriptions for all landfill operators, commercial drivers to possess either Class B for local hauls or Class A license with Tanker endorsement
- Begin process of creating, recruiting, and hiring mechanic position for FY '20/'21





NOTES:

THIS DRAWING DEPICTS THREE DISTINCT TOPOGRAPHIC SURFACES WITHIN THE CELL 1 WASTE DISPOSAL UNIT AS FOLLOWS:

1. THE EXISTING CONTOURS REFLECT THE CURRENT LANDFILL SURFACE ELEVATION BASED ON THE AERIAL SURVEY PERFORMED BY DRAPER ADEN ASSOCIATES ON MAY 26, 2020.
2. THE PHASING CONTOURS REPRESENT THE CELL 1 INTERMEDIATE GRADES FROM SHEET 9 OF THE PERMIT DESIGN PLANS CREATED BY DRAPER ADEN ASSOCIATES DATED 12/13/2013. THIS CONFIGURATION REFLECTS COMPLETION OF FILLING IN CELL 1 PRIOR TO DEVELOPMENT OF CELL, PER CURRENT PERMIT.
3. THE PROPOSED FINAL CONTOURS REPRESENT A SCENARIO ACHIEVED BY A CONSISTENT 3:1 SLOPE THROUGHOUT CELL 1, WHICH WOULD REQUIRE REACTIVATING THE PARTIAL CLOSURE AREA FOR FILLING OPERATIONS.

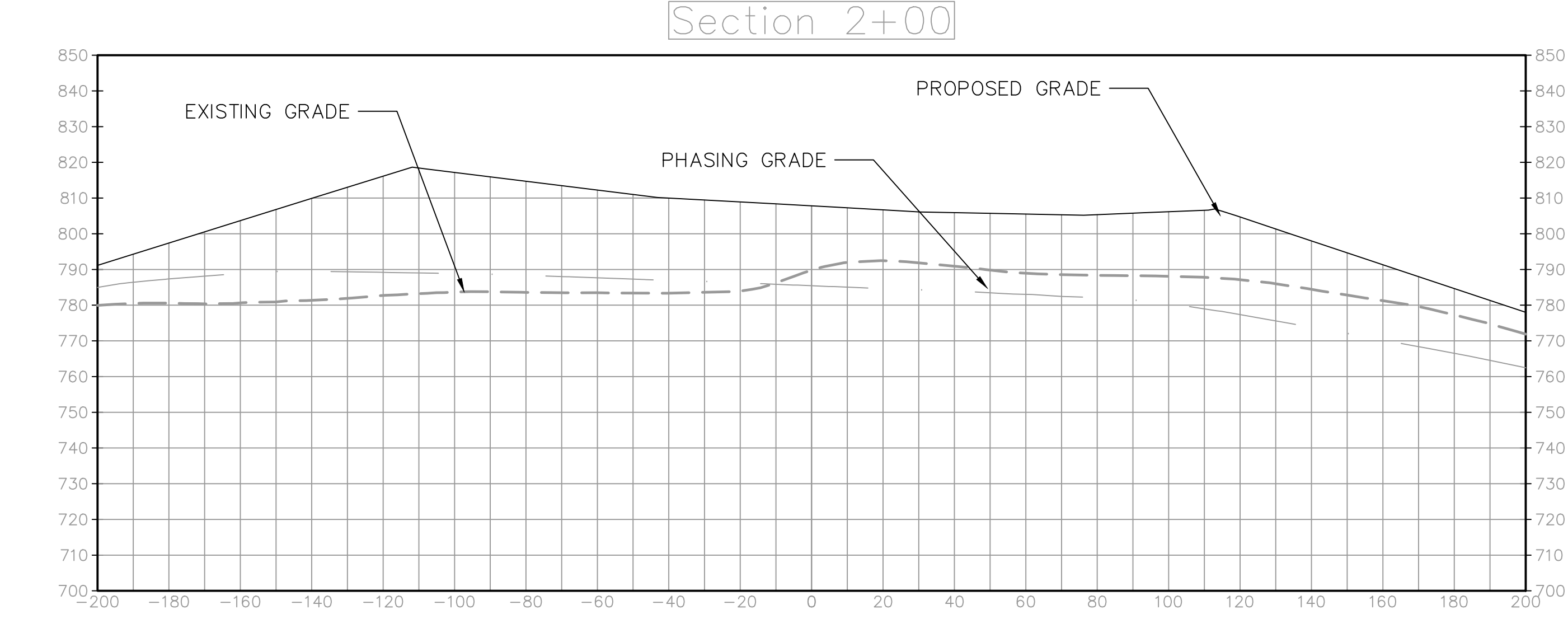
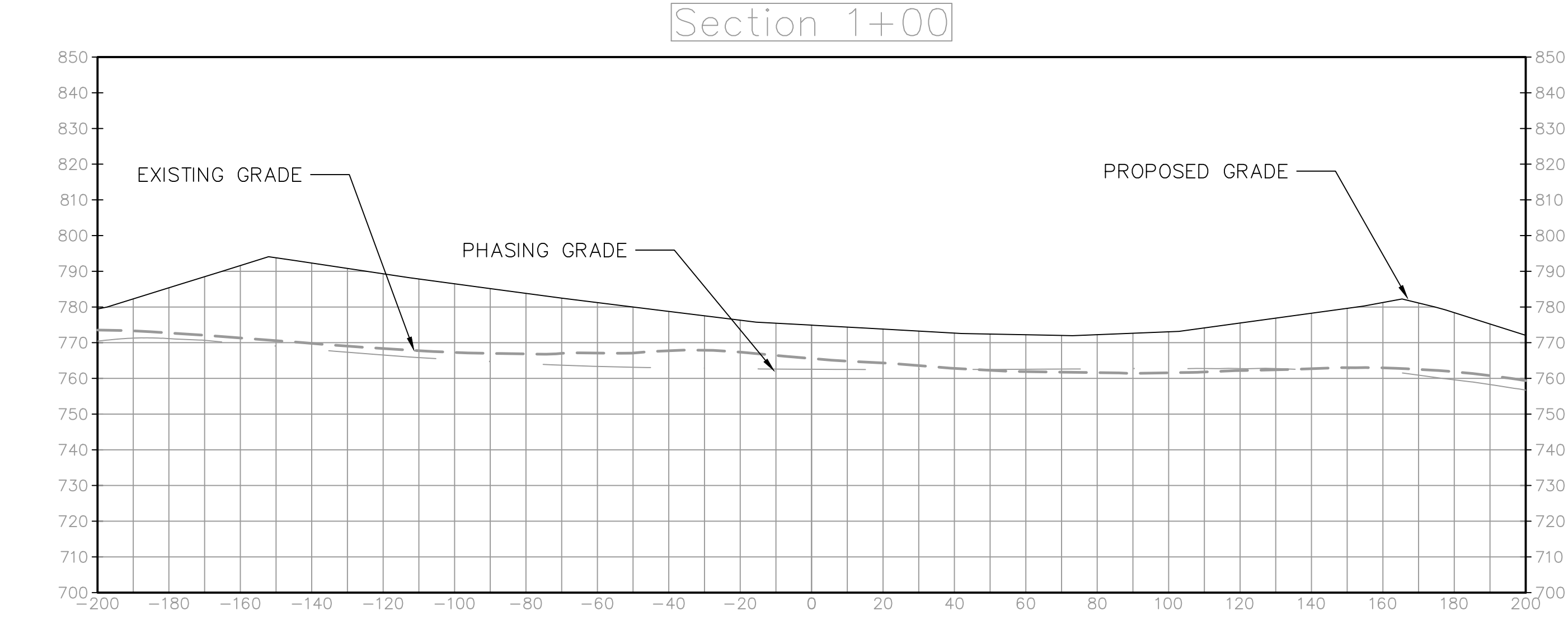
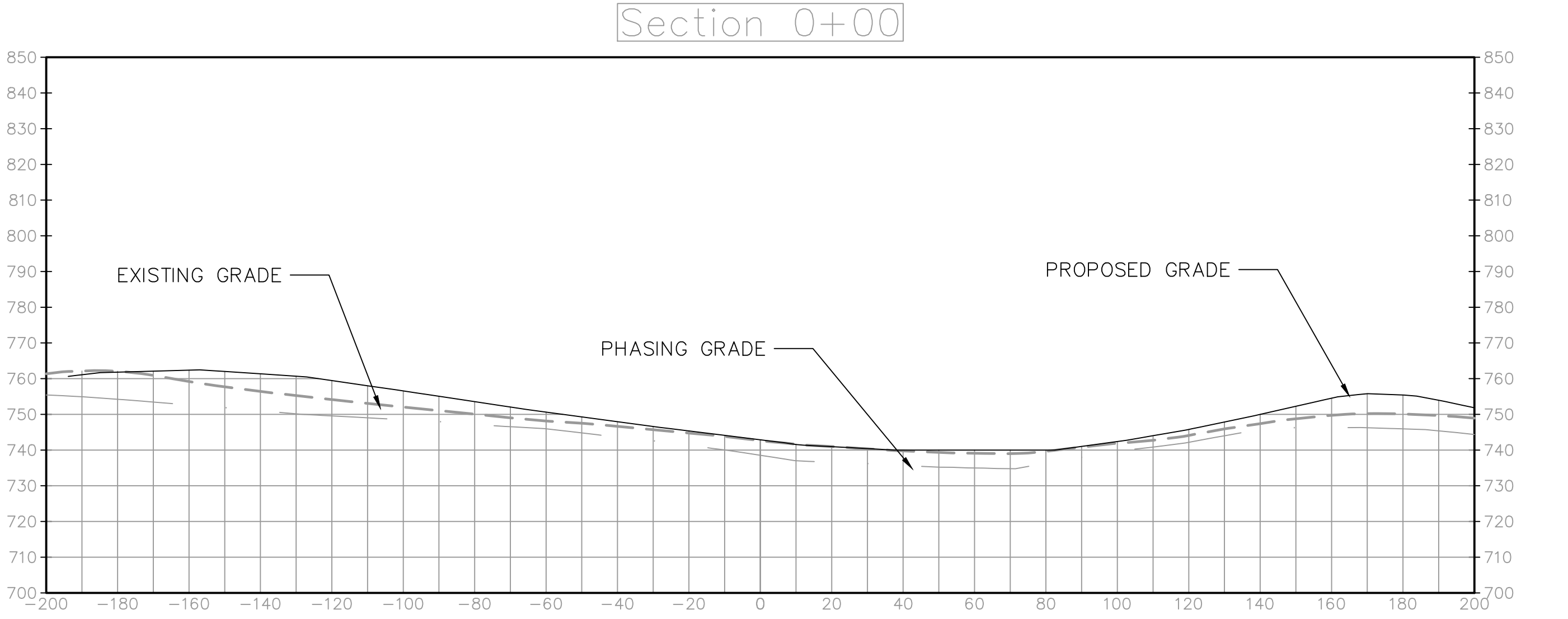
LEGEND

- PROPOSED MAJOR CONTOURS (10')
- PROPOSED MINOR CONTOURS (2')
- PHASING MAJOR CONTOURS (10')
- PHASING MINOR CONTOURS (2')
- EXISTING MAJOR CONTOURS (10')
- EXISTING MINOR CONTOURS (2')

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SCALE IN FEET

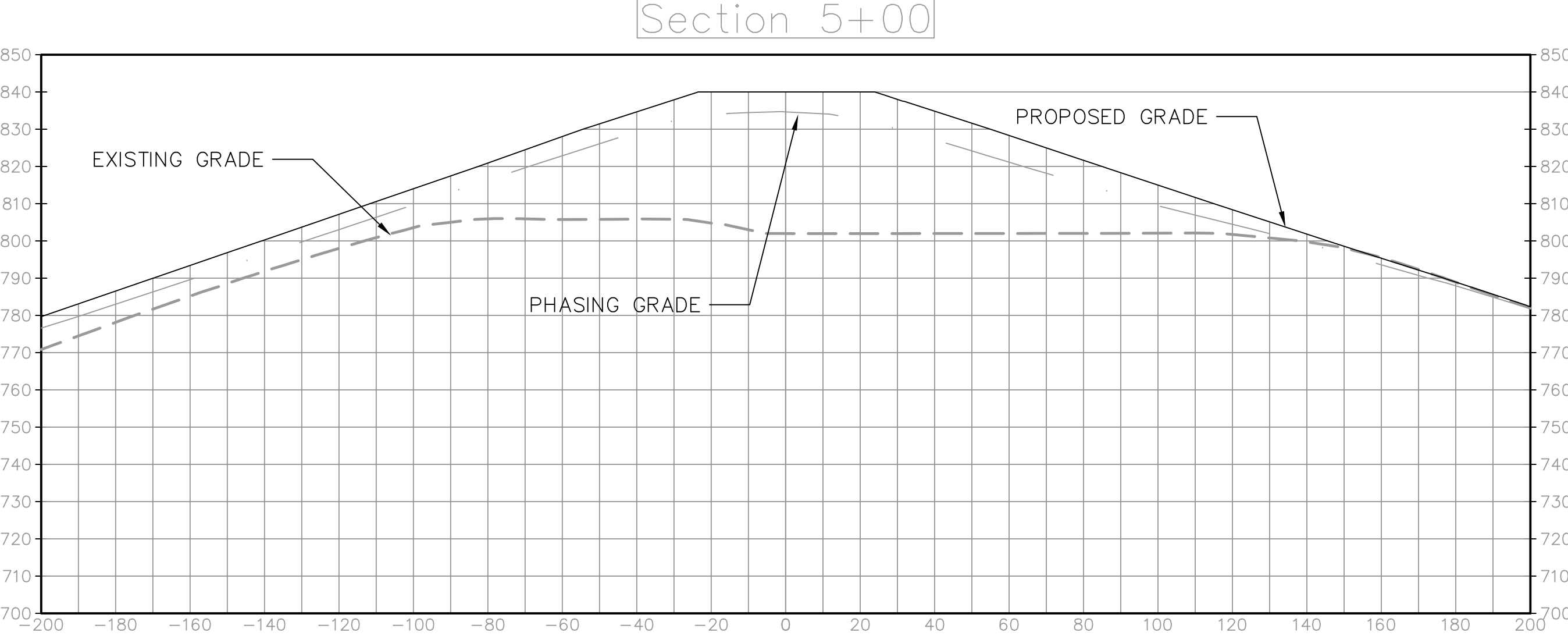
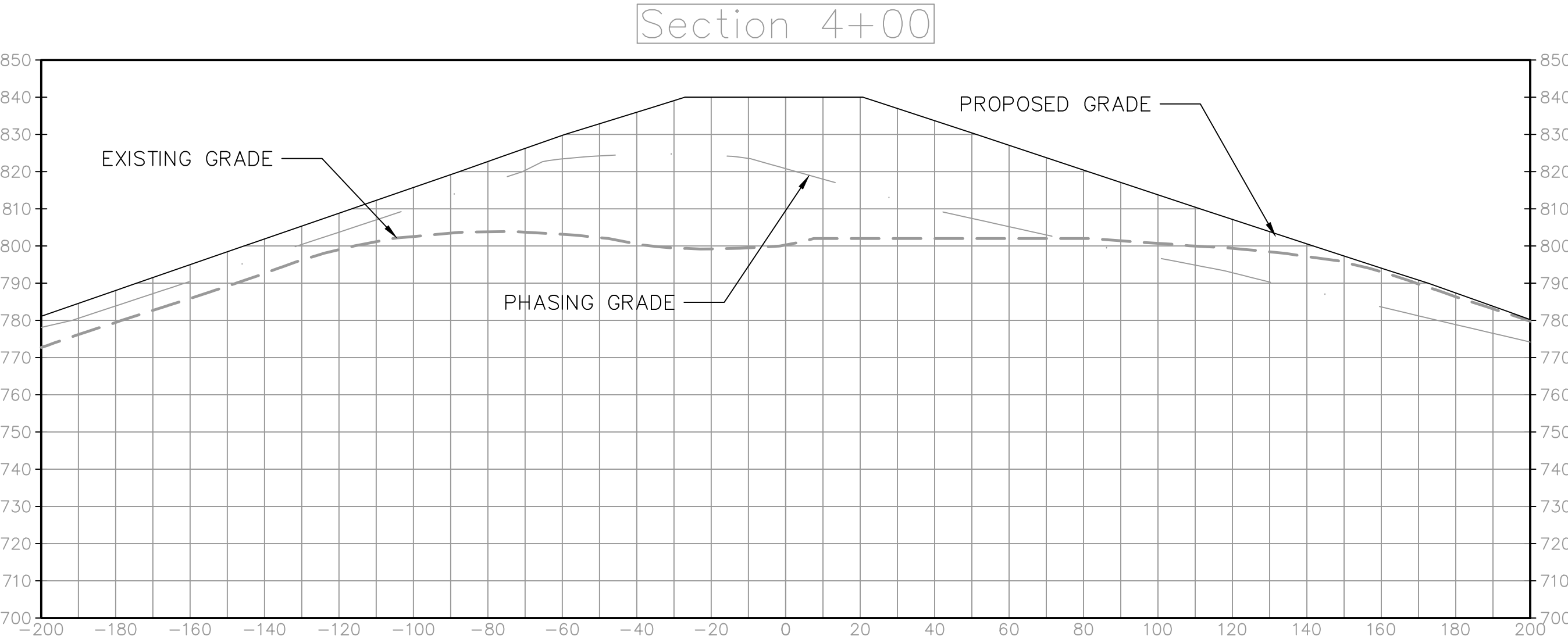
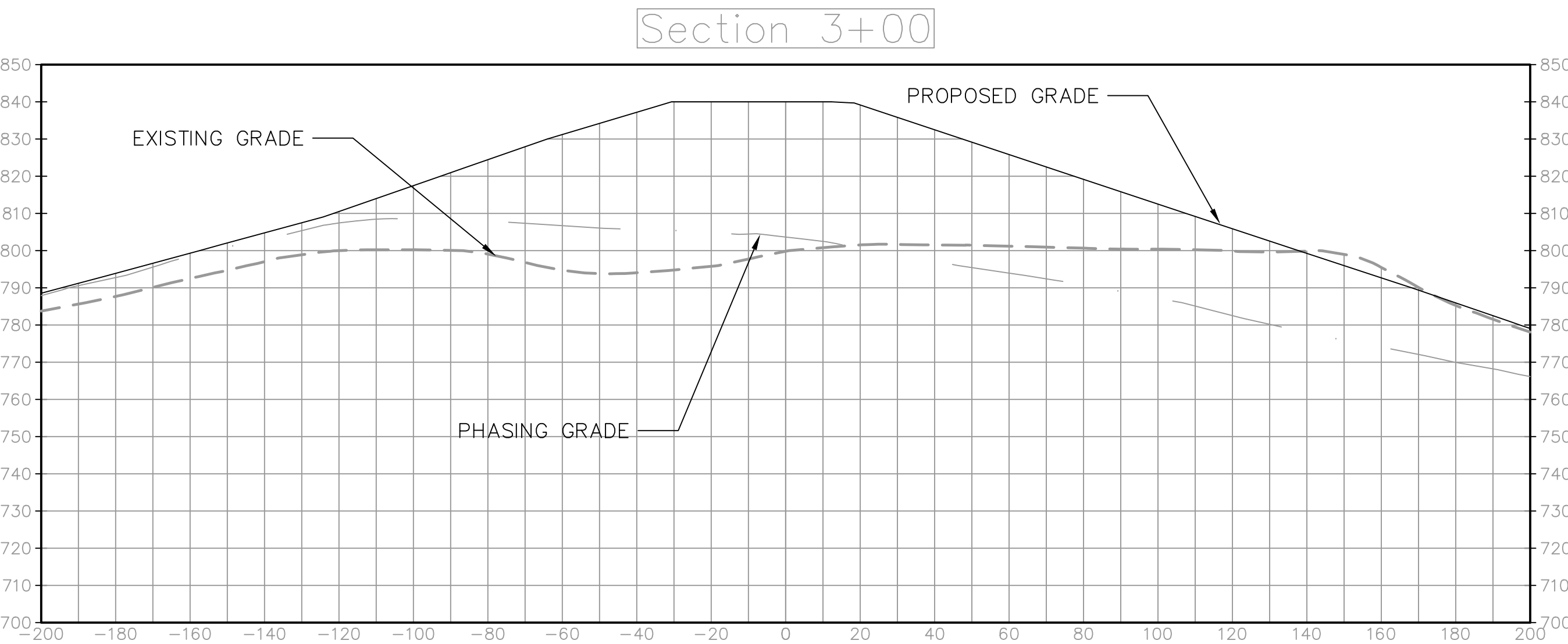
FOR REVIEW ONLY									
		DATE				REVISION			





NOTES:

REFER TO DRAWING NO. 1 FOR AN EXPLANATION OF DESCRIPTION OF THE THREE SURFACES IDENTIFIED AS "EXISTING GRADE", "PHASING GRADE", AND "PROPOSED GRADE".



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REVIEW  
ONLY

DATE	
REVISION	
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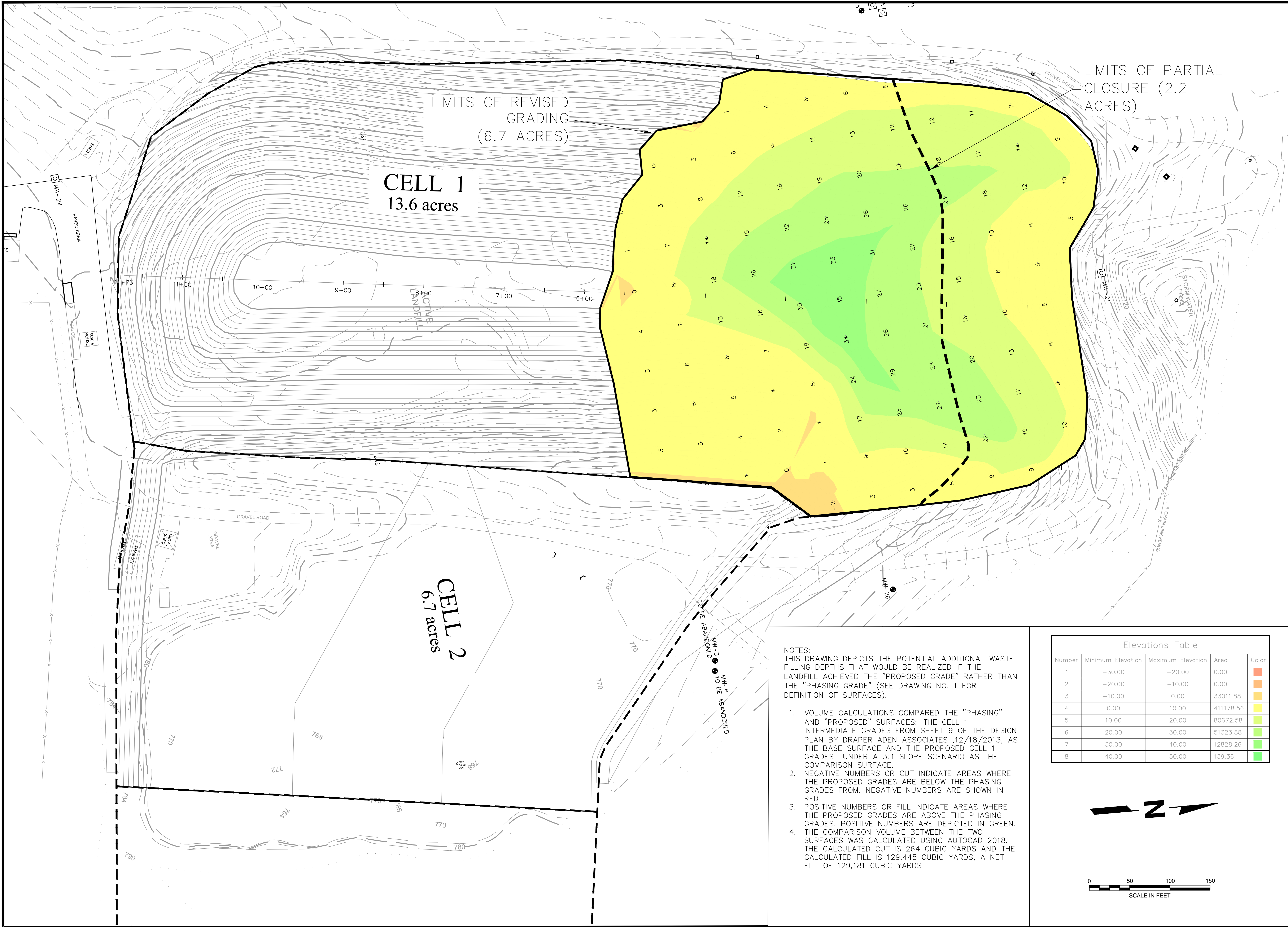
SHEET TITLE	SURFACE COMPARISON CROSS SECTIONS
PROJECT TITLE	MAJOR PERMIT AMENDMENT FINAL GRADE ADJUSTMENT

CLIENT	AMHERST COUNTY LANDFILL 715 KENTMOOR FARM ROAD MADISON HEIGHTS, VIRGINIA 24572
--------	--

SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 15521 MIDLOTHIAN TPK - MIDLOTHIAN, VA 23113 PH: (804) 378-7440 FAX: (804) 378-7433	DESIGN BY: RM CHECK BY: RM DATE: 02/22/2024	DESIGN BY: RM CHECK BY: RM DATE: 07/30/20
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CADD FILE: CELL 1 FINAL	DATE: 07/30/20	SCALE: As Shown
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FOR REVIEW ONLY

DATE

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REVISION

NO.

REVISION

SHEET TITLE

SURFACE COMPARISON VOLUME CALCULATIONS

PROJECT TITLE

MAJOR PERMIT AMENDMENT  
FINAL GRADE ADJUSTMENT

CLIENT

AMHERST COUNTY LANDFILL

715 KENTMOOR FARM ROAD

MADISON HEIGHTS, VIRGINIA 24572

SCS ENGINEERS

STEARN, CONRAD AND SCHMIDT  
CONSULTING ENGINEERS, INC.

15521 MIDLOTHIAN TPK - MIDLOTHIAN, VA 23113

PH. (804) 378-7440 FAX. (804) 378-7433

PROJ. NO. 02220204.00

DSK. BY: RMM

DWN. BY: RMM

CHK. BY: RMM

APP. BY: W/S

RED

CADD FILE:

CELL 1 FINAL

DATE:

07/30/20

SCALE:

As Shown

DRAWING NO.

3 of 3



July 30, 2020  
File No. 02220204.00

Ms. Jenny Poland  
Solid Waste Permit Writer  
Virginia Department of Environmental Quality  
Blue Ridge Regional Office  
901 Russell Drive  
Salem, VA 24153

Subject: Additional Airspace Volume and Landfill Capacity Justification  
Amherst County Landfill – Permit No.563  
Madison Heights, Virginia

Dear Ms. Poland:

On behalf of the Amherst County Public Works Department (County), SCS Engineers (SCS) is submitting the enclosed drawing set to provide evidence of the County's ability to obtain substantial additional airspace by uncapping and re-activating (for waste filling operations) a 2.2-acre partial closure area in the northern portion of Cell 1 of the Amherst County Landfill in Madison Heights, Virginia.

Based on SCS' and the County's discussions with you regarding this proposed endeavor, we understand that you were interested in documentation that demonstrates that the County's proposed initiative to remove the existing final cover system, conduct waste placement activities to achieve the allowable elevations, and re-installation of the final cap, were justified by achieving a significant airspace volume that extends the life expectancy of Cell 1 to a notable extent.

Accordingly, as indicated on the attached documentation, uncapping the partial closure area of Cell 1 and conducting waste filling activities to achieve a standard 3:1 (H:V) slope will enable the County to achieve significant airspace and extend the life of Cell 1. Drawing 1 shows a comparison of the current existing grades, the phasing grades from Sheet 9 of the Permit Design Plans, developed by Draper Aden Associates and dated 12/31/2013, and potential proposed grades for a scenario in which the partial closure area is uncapped and a 3:1 (H:V) grade is utilized. The elevations for these three sets of contours represents the top-of-waste (or intermediate cover) surface as stated by the Design Report by Draper Aden Associates (meaning the final cover system is excluded).

Drawing 2 depicts the cross sections comparing each of the three surfaces shown in Drawing 1. The cross sections depicted are Stations 0+00 (the northern most end of Cell 1) and station 5+00 (the southernmost end of potential 3:1 (H:V) grading changes. The largest difference in the surfaces is evident at stations 2+00, 3+00, and 4+00. There is a vast portion of this area that can accommodate between 20 and 35 feet of additional waste depth by utilizing the "proposed" (3:1 slope) grading plan.

Drawing 3 depicts the "heat map" (similar to an isopach contour map) comparing the "phasing" grade elevations depicted on the Design Plans in the current Solid Waste Permit and the "proposed" grade elevations. Areas with positive numbers indicate areas that can accommodate additional waste filling (locations where the potential 3:1 grading plan is above the phase grading from the



Design Plans). These areas are shown in green. The volume calculated yields 264 cubic yards of cut, 129,445 cubic yards of fill, which yields a **net fill of 129,181 cubic yards**.

The County and SCS consider this 129,181 cubic yards of existing airspace capacity, which is inherent within the existing Permit (meaning this endeavor does not constitute an Expansion or Increased Design Capacity), and which can readily be "recovered" by the uncapping exercise, to be substantial and sufficient to justify the process.

We hope VDEQ concurs that this represents a significant airspace volume and correlating extension of the life of Cell 1. The County intends to proceed with development of the documentation necessary to outline the procedures and protocols warranted to facilitate the un-capping and re-activation of this area and the documentation necessary to amend the Facility's existing Solid Waste Permit. We hope that you will assist us in processing this major permit amendment.

If you have questions or require additional information, please contact either of the undersigned at 804-486-1903.

Sincerely,

Robert E. Dick, PE, BCEE  
Vice President  
SCS Engineers



Ryan Mahon  
Staff Professional  
SCS Engineers



RED/RMM

cc: Brian Thacker – Amherst County Public Works Department



**BOOK 37**  
**Pages 214-226**



**AMHERST COUNTY**  
**BOARD OF SUPERVISORS**

**Board of Supervisors**

Claudia D. Tucker, Chair  
District 2  
Jennifer R. Moore, Vice-Chair  
District 5  
David W. Pugh, Jr., Supervisor  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3

**MINUTES**

**September 15, 2020**  
Administration Building - 153 Washington Street -  
Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 7:00 PM

**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Michael W. S. Lockaby

**I. Call to Order**

At a Regular Meeting of the Amherst County Board of Supervisors held on September 15, 2020 at 7:00p.m., the following members were present:

**BOARD OF SUPERVISORS:**

Claudia D. Tucker, Chair  
Jennifer R. Moore, Vice-Chair  
David W. Pugh, Jr., Supervisor  
Tom Martin, Supervisor  
L. J. Ayers III, Supervisor

ABSENT: None

**STAFF:**

Dean C. Rodgers, County Administrator  
David R. Proffitt, Deputy County Administrator  
Michael W. S. Lockaby, County Attorney  
Regina M. Rice, Clerk to Boards

## **II. Approval of Agenda**

The Board amended the agenda by adding a Closed Session as Item No. XIV. A. regarding a personnel matter.

By motion of Vice-Chair Moore and with the following vote, the Board approved the amended agenda.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

## **III. Invocation and Pledge of Allegiance**

Chair Tucker led the Invocation and Pledge of Allegiance.

## **IV. Citizen Comment**

Ms. Emily Harper of Gladstone, Virginia, addressed the Board and spoke about the Virginia Blue Ridge Railway Trail. She shared her thoughts on how this trail is very valuable to Nelson and Amherst counties. She asked the Board to provide funds for repairs to the 3-1/2 miles of the trail on the Amherst side.

Ms. Janet Hunter of Skyler, Virginia, President of Piney River Rail foundation, addressed the Board and asked that money be allocated to make the needed repairs to the Amherst side of the trail.

Ms. Tim Ware of Amherst, Virginia, addressed the Board and stated that as a member of the Amherst Mountain Biking Club, he uses the trail frequently and asked that the County do the repairs needed to the Amherst side of the trail.

Mr. Bob Hopkins, Director of the Amherst County Service Authority, addressed the Board and recommended the Board's consideration to purchase equipment for scanning plats in the Circuit Court Clerk's office.

The public comment session was closed.

## **V. Public Hearing**

A. Revisions to Chapter 14 - Taxation of the Amherst County Code  
County Attorney Lockaby presented revisions to Chapter 14 of County Code regarding taxation.

Mr. Lockaby explained that the Merchant's Capital Tax is abolished and all references removed from County Code.

He advised that the BPOL tax is being restructured to comply with State Code.

And finally, he made several "cleanups" to the ordinance changing language regarding tax exemption for certified pollution control equipment, updating the process of refunding of taxes erroneously paid, updating the process for taxation of new structures to comply with State Code, and abolishing the communication utility consumer tax.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Ayers and with the following vote, the Board adopted Ordinance 2020-0011 as presented.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None



B. Special Exception Request - 2020-294 Hameedullah Ahmadzai

Community Development Director Jeremy Bryant presented special exception 2020-294 to allow for an automotive repair garage in an existing building. The applicant, Mr. Ahmadzai, has requested to use the garage beneath the existing office space of his building for vehicle repairs.

Mr. Bryant said the concern was the ingress from the garage doors onto Highview Drive. Mr. Bryant advised that VDOT determined there was a safe sight distance.

Mr. Bryant addressed another staff condition to require a sidewalk as part of the approval. He did not believe that the applicant should be required to install a sidewalk and thus incur an additional cost.

Lastly, Mr. Bryant addressed an additional condition recommended by staff (in addition to those made by the Planning Commission) that no on-street parallel parking would be allowed on Highview Drive.

The Public Hearing was opened.

Proponents: Mr. Ahamadzai addressed the Board and explained he bought this place to use the garage for any necessary repairs needed to vehicles before selling to his customers.

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Pugh and with the following vote, the Board approved the request with the conditions recommended by the Planning Commission and the additional condition recommended by staff.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

C. Special Exception Request - 2020-315 Cash's Garage

Community Development Director Jeremy Bryant presented special exception 2020-315 by Cash's Garage to expand their facility with a new building and entrance behind the Madison Heights Post Office and Wes Auto Shop on Lake View Drive in Madison Heights.

Mr. Bryant said the Planning Commission recommended approval and asked that the vegetative buffer remain which would be acceptable for the neighborhood.

Supervisor Martin asked about parking on the west side of the building for customers which appeared to be inadequate for vehicles parked for repairs.

Mr. Bryant replied that there are currently six spaces and Cash's Garage would use its other facility across the street to park vehicles.

Mr. Thomas Brooks of Acres of VA addressed the Board as the representative for Cash's Garage. He explained the building would house some vehicles and also the property across the street was available for additional parking. The site is gravel and allows parking for three to four employees working on vehicles as well as office staff.

Supervisor Martin said the condition stated would allow six vehicles, however, his concern was allowing vehicles to park on the grass. He said there should a designated parking space and not on the front of Lake View Drive.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Ayers and with the following vote, the Board approved the request with the conditions recommended by the Planning Commission.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

D. Public Hearing on Refinancing of \$8.5 million in Virginia Public School Authority (VPSA) General Obligation Debt

County Administrator Rodgers asked Mr. R. T. Taylor of Davenport & Company to address together both topics regarding the Virginia Public School Authority (VPSA) and the Virginia Resources Authority (VRA). Mr. Rodgers advised a public hearing would be held on the VPSA, however, a public hearing would not be required on the VRA resolution addressing the lease refinancing matter.

Mr. R. T. Taylor of Davenport & Company presented an informational session regarding moving forward to refund existing County debts for cash flow savings, obtaining lower interest rates and re-issuing some bonds which would result in long-term debt service savings.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Vice-Chair Moore and with the following vote, the Board approved the VPSA refinancing resolution.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**VI. Consent Agenda**

By motion of Vice-Chair Moore and with the following vote, the Board approved the Consent Agenda for September 15, 2020.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

ABSTAIN: None

A. Appropriation of Revenue - Commonwealth Attorney

It was moved that the Board adopt the appropriation of revenue for the Commonwealth Attorney.

B. ACSO Revenue Appropriation

It was moved that the Board approve the ACSO Revenue Appropriation.

## **VII. Old Business**

### **A. Resolutions Approving Lease Refinancing/Financing of up to \$14 million with the Virginia Resources Authority (VRA)**

Previously in this meeting, County Administrator Rodgers asked R. T. Taylor of Davenport & Company to address together the two topics regarding the Virginia Public School Authority (VPSA) refinancing of \$8.5M general obligation debt and the Virginia Resources Authority (VRA) approval of lease refinancing/financing up to \$14M.

Mr. R. T. Taylor of Davenport & Company included in his informational session the matter of Resolution 2020-0023-R approving lease refinancing/financing up to \$14M with VRA.

By motion of Supervisor Martin and with the following vote, the Board adopted Resolution 2020-0023-R and directed the County Administrator to execute the documents necessary to implement the resolution.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

## B. Revenue Budget Adjustment FY 2021

Finance Director Stacey Wilkes asked the Board to consider several proposed revenue budget adjustments that included personal property tax, local sales tax, business license tax, lodging tax, animal licenses, and interest on bank deposits. The Board agreed and asked the Finance Director to go forward with making those adjustments.

Ms. Wilkes provided the Board with several unfunded items that included the financial software, a CSA-FT Program Support position, Microsoft Office, a DSS Asst. Director and Performance Management System.

Ms. Wilkes advised the Supplemental budget list would be funded but two priority items, the financial software and Madison Heights Master Plan would remain unfunded.

Supervisor Ayers invited IT Director Jackie Viar to address the financial software and what would be the best avenue to make a selection.

Ms. Viar addressed the Board and explained that a software committee was formed from seven departments that would use the new software. The committee then provided a resolution to meet the needs of those departments. She contacted surrounding localities for input on using a consultant when those localities considered a large technology investment. She reported the feedback received suggested hiring a consultant to provide guidance and assistance when purchasing the software.

Supervisor Ayers requested that all departments and their needs must be looked at and a software program chosen to benefit everyone as well as the best way to spend this amount of money.

Supervisor Martin remarked that consultants cost money and asked that everyone work within the budget constraints that have been established.

The Board made the following motions addressing each individual matter:

By motion of Supervisor Pugh and with the following vote, the Board appropriated \$400,000 for the accounting software to be taken out of the \$468,000 of the newly calculated recurring revenue.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

By motion of Supervisor Martin and with the following vote, the Board appropriated funds for the CSA-FT Program Support position and \$15,000 for Microsoft Office to be taken out of the newly calculated recurring revenue.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

By motion of Chair Tucker and with the following vote, the Board appropriated funds for the DSS Assistant Director for \$46,994 and the Performance Management System for \$10,000 for a total of \$56,994 to be taken out of the unobligated general fund.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

The Board did not approve any additional projects from the Supplemental budget below the existing cut lines.



## **VIII. New Business**

### **A. Vehicles for Sheriff's Office**

County Administrator Rodgers addressed the Board with a request by the Sheriff's Office to purchase two additional Sheriff's vehicles. He advised these vehicles qualify for use of COVID money, and asked for guidance from the Board which fund source would be used.

Sheriff E. W. Viar addressed the Board and advised that due to COVID, fine revenue was down and needed to pay for overtime staff working traffic, half of the salary for the evidence clerk, computer systems, the K-9 training, drug task force, workforce for lawnmower repairs and the Animal Shelter. Sheriff Viar said that there are two traffic positions that have not been funded due to the decline in fine revenue.

Sheriff Viar explained the cost to completely outfit a vehicle would be approximately \$21,506.

Supervisor Pugh suggested this expense should come out of the COVID money.

Supervisor Ayes reminded the Board to recall a request by ACSA Director Hopkins that came after the deadline for COVID funding to do something for his staff working in close quarters at the ACSA office. Supervisor Ayers said if funding the vehicles comes out of the COVID money, he asked the Board to reconsider the working conditions of those folks in the ACSA office.

Chair Tucker said that Supervisor Ayers' request should go before the ACSA Board and have that Board make the request to the Board of Supervisors.

By motion of Supervisor Martin and with the following vote, the Board approved funding for two additional Sheriff's vehicles which will be paid for with \$39,000 from freed up FY21 Supplemental Budget Projects and \$74,074 from the unobligated general fund.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**B. Appropriation of Funds - Public Works**

Public Works Director Brian Thacker presented a request to repair the Roses Mill Trail where water has washed out two sections of the trail. He advised that Public Works would be able to do the work, and asked the Board that \$63,000 from the Park's Fines & Forfeiture fund be obligated for this.

Mr. Thacker also reported that the Tye River Bridge has decking that has rotted out. He said that at a later time Nelson and Amherst Counties would need to jointly commit funds to repair the bridge.

By motion of Supervisor Martin and with the following vote, the Board appropriated up to \$100,000 for repair of the Roses Mill Trail (not including the bridge repair) from the Parks' Fines and Forfeiture fund.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

**IX. County Attorney's Report**

County Attorney Lockaby reported that ACSA Director Hopkins asked him to provide the Board an update regarding an agreement that would support the borrowing by ACSA for work on the Graham Creek Dam. Mr. Lockaby said that Director Hopkins reported the initial cost of the project was estimated at \$4M, however, the project can now be completed for less money and that ACSA will only need to borrow \$1M.

**X. Liaison and Committee Reports**

A. Central Virginia Planning District Commission, Exec Bd, September 3, 2020  
For information only.

B. Blue Ridge Regional Jail Board of Directors Meeting, September 3, 2020  
For information only.

**XI. Departmental Reports**

A. Department Spotlight - Human Resources  
Human Resource Director Linda Warner presented an overview of the HR Department. Ms. Warner also introduced HR Specialist Nathan France who works in the HR office.

**B. CARES Act Update**

County Administrator Rodgers provided the Board with an update on the CARES Act funding including funds spent through August 2020.

**C. General Fund Availability Report**

County Administrator Rodgers provided the Board an update on the general fund and for information only.

**XII. Citizen Comment**

There was no public comment.

**XIII. Matters from Members of the Board of Supervisors**

Supervisor Ayers had no matter to discuss.

Supervisor Martin had no matter to discuss.

Supervisor Pugh had no matter to discuss.

Vice-Chair Moore had no matter to discuss.

Chair Tucker had no matter to discuss.

**XIV. Closed Session**

- A. A closed session pursuant to the personnel exemption at § 2.2-3711 (A)(1) of the Code of Virginia, 1950, as amended, for the purpose of discussion, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County specifically related to a Department Head.

Supervisor Pugh moved that the Amherst County Board of Supervisors convene in closed session pursuant to the personnel exemption at § 2.2-3711 (A)(1) of the Code of Virginia, 1950, as amended, for the purpose of discussion, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the County specifically related to a Department Head.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

Supervisor Pugh motioned to come out of closed session and was approved with the following vote:

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None

## **XV. Certification of Closed Session**

### **CERTIFICATION OF CLOSED MEETING**

Supervisor Ayers moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Mrs. Tucker AYE

Ms. Moore AYE

Mr. Pugh AYE

Mr. Martin AYE

Mr. Ayers AYE

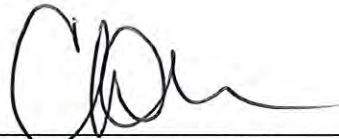
**XVI. Adjournment**

By motion of Supervisor Martin and with the following vote, the Board adjourned at 10:53 p.m.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh, Mr. Martin and Mr. Ayers

NAY: None

ABSENT: None



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Claudia D. Tucker, Chair  
Amherst County Board of Supervisors



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Dean C. Rodgers, Clerk







BOOK 37  
Pages 232-243



**AMHERST COUNTY  
BOARD OF SUPERVISORS**

**Board of Supervisors**

Claudia D. Tucker, Chair  
District 2  
Jennifer R. Moore, Vice-Chair  
District 5  
David W. Pugh, Jr., Supervisor  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3

**MINUTES**

**October 6, 2020**  
Administration Building - 153 Washington Street -  
Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 3:00 PM

**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Michael W. S. Lockaby

**I. Call to Order**

At a Regular Meeting of the Amherst County Board of Supervisors held on October 6, 2020 at 3:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

Claudia D. Tucker, Chair  
Jennifer R. Moore, Vice-Chair  
David W. Pugh, Jr., Supervisor  
Tom Martin, Supervisor

**ABSENT:** L. J. Ayers III, Supervisor

**STAFF:**

Dean C. Rodgers, County Administrator  
David R. Proffitt, Deputy County Administrator  
Michael W. S. Lockaby, County Attorney  
Regina M. Rice, Clerk to Boards

**II. Approval of Agenda**

By motion of Vice-Chair Moore and with the following vote, the Board approved the agenda for October 6, 2020.

**AYE:** Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

**NAY:** None

**ABSENT:** Mr. Ayers

### **III. Invocation and Pledge of Allegiance**

Chair Tucker led the Invocation and Pledge of Allegiance.

### **IV. Citizen Comment**

There was no public comment.

### **V. Public Hearing**

Chair Tucker asked the Board to suspended its Rules of Procedures of 2020 in order to hold a public hearing without having a first read of a proposed ordinance.

By motion of Supervisor Martin and with the following vote, the Board suspended its Rules of Procedure, Section 4-6, to allow a public hearing without a first read of the proposed ordinance.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

#### A. Solar Ordinance

Community Development Director Jeremy Bryant presented a proposed solar ordinance, 2020-0012, to allow for solar regulations and small solar facilities as a by-right use.

Mr. Bryant requested that two changes be made to the proposed ordinance:

- 1) Page 5 Section 711 Mixed Use/Traditional Neighborhood Development District - staff recommended only allowing small solar facilities as a by-right use in the Mixed Use District; and
- 2) Page 9 Section 923.05 "development standards apply to all agricultural and utility-scale solar generation facilities:" – staff recommended striking the word "agricultural" as these facilities are for utility-scale solar generation facilities only.

Mr. Bryant advised requirements are in place for wildlife habitat that pertain to larger operations of utility scale projects. He said the ordinance would require a discussion as part of the application process addressing landscaping and fencing for wildlife passages. DEQ and DCR have provided guidance on pollinator plants and species and their importance to agriculture.

Mr. Bryant advised the Planning Commission recommended approval of the ordinance.

Chair Tucker asked if other solar facilities currently located in Amherst County are grandfathered in. Mr. Bryant responded that they are.

Supervisor Martin noted a scrivener's error on page 10 and asked that it be corrected.

The Public Hearing was opened.

Proponents: Mr. Ryan Peters Sol America, Atlanta, Georgia, addressed the Board and said he was in favor of the ordinance and looked forward to working with Amherst County.

ACSA Director Bob Hopkins addressed the Board and said he was trying to do a solar panel project at the water plant. He said if the proposed ordinance would have any benefit to help that project, he was in favor of the ordinance.

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Martin and with the following vote, the Board adopted Ordinance 2020-0012, as amended with the two noted changes.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Avers

## **VI. Consent Agenda**

By motion of Vice-Chair Moore and with the following vote, the Board approved the Consent Agenda for October 6, 2020.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

### **A. Minutes - August 18, 2020**

It was moved that the Board adopt the minutes for August 18, 2020.

### **B. MOU between EDA and Amherst County Finance**

It was moved that the Board approve the MOU between the EDA and Amherst County.

### **C. Planning Commission Charter**

It was moved that the Board accept the change as presented to the Planning Commission Charter.

### **D. Registrar - Center for Tech and Civic Life Grant**

It was moved that the Board accept the Center for Tech and Civic Life grant in the amount of \$20,228.

## **VII. Ordinance - First Read**

A. Cigarette Tax Ordinance

County Attorney Lockaby presented a proposed ordinance that is designed to address a new tax authorized by the General Assembly in 2020 to allow counties to adopt a cigarette tax. He advised the proposed cigarette tax would be \$.27 per pack. Businesses would be required to purchase stamps at the Treasurer's Office and then affix a stamp to each pack of cigarettes. Mr. Lockaby said he would make an slight amendment to the proposed ordinance that addresses the definition of a stamp.

By motion of Vice-Chair Moore and with the following action, the Board forwarded the cigarette tax ordinance to public hearing at the Board's second October meeting.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

**VIII. Old Business**



A. Public Works List of Projects

Public Works Director Brian Thacker addressed the Board and asked for approval of the prioritized list of projects for Transfer Station funds. **(See Attachment 1)**

Supervisor Martin said he would like to see more convenience centers for citizens and wanted to move the prospective Burley Hollow Convenience Center up on the list.

Supervisor Pugh asked about the Draper Aden study and the \$800,000 for the landfill. He asked what was the plan for using that reserve money and if that money could be used to purchase equipment for the transfer station.

County Administrator Rodgers said he would confer with the Finance Director and return to the Board with that information.

Chair Tucker said she supported a prospective Burley Hollow Convenience Center in the long term plan.

Mr. Thacker advised the Board that money has to be spent within three years. He said it would take time to acquire the land and construct the convenience center and it seemed unlikely this would occur. He said that was the reason for moving this item to the bottom of the list.

By motion of Supervisor Martin and with the following vote, the Board pursued the \$6 million option and moved the prospective Burley Hollow Convenience Center site to position B4 on the Public Works list for Transfer Station funds.

AYE: Mrs. Tucker, Ms. Moore and Mr. Martin

NAY: Mr. Pugh

ABSENT: Mr. Ayers

**IX. New Business**

A. Recruiting Discussion - Public Safety

Public Safety Director Sam Bryant presented the Board with information regarding recruitment of staff for Public Safety. He presented ideas for the Board's consideration and explained the recruitment pool is low and regions across the state are experiencing the same problem. He outlined four proposals that included creating an education incentive; creating a certification incentive; reducing the acceptable recruitment age; and changing shifts from 24 to 12 hours; and/or adding an additional lifesaving crew.

The Board discussed the response time to emergency calls in different areas of the County and asked what would be needed to have units fully staffed. The Board asked Mr. Bryant to bring this matter to the Emergency Services Council for input.

B. Benefits Consultant Service Contract and Related Agreements

HR Director Linda Warner addressed the Board and asked for approval to hire a new benefits consultant for the county. She explained that three interviews were conducted and the evaluation committee (comprising of the County Administrator, Finance Director and herself) chose the Pierce Group.

By motion of Supervisor Pugh and with the following vote, the Board approved the Benefits Consultant Service Contract, Business Associate Agreement, and Enrollment System Client Service Contract with Pierce Group Benefits as presented and authorized the County Administrator to sign the documents.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

C. Federal Lands Access Program (FLAP) Grant - Balcony Falls

Community Development Director Jeremy Bryant explained that folks who float through Rockbridge and Amherst Counties have found there no adequate place to use as a take-out from the James River.

Mr. Bryant advised that the Friends of the Rivers of Virginia are working with VDOT, CSX and the Forest Service to address this issue. He said a 80/20 match grant to plan for construction would include a new entrance off of Rt. 501, a 25-space parking lot, a trail to the river, a pedestrian tunnel under the CSX railroad tracks and steps down to the river.

Mr. Bill Tangier of the Friends of The Rivers of Virginia addressed the Board and reported that he has received letters of support from VDOT, CSX and the Forest Service. He said the proposal does not require any money from the county at this time and asked for support by the Board. Mr. Rob Campbell of the James River Association addressed the Board and said that fund raising for the project has begun.

Supervisor Martin said he supported this and encouraged those folks to maintain communication with the railroad regarding the tunnel.

By motion of Supervisor Martin and with the following vote, the Board authorized the County Administrator to apply for grant funds from the Federal Lands Access Program for preliminary engineering of the Balcony Falls take-out project.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

**X. County Administrator's Report**

A. Designation of VACo Proxy

County Administrator Rodgers advised the Board that VACo's annual conference will held November 9-11 as a virtual meeting. The business meeting is scheduled for November 11 and the Board is required to appoint a voting member to represent Amherst County.

Chair Tucker agreed to serve as the representative for Amherst County at the VACo conference.

By motion of Supervisor Pugh and with the following vote, the Board appointed Claudia D. Tucker to serve as the Amherst County voting representative to the annual VACo meeting.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

B. Boards/Commissions/Committees - Quarterly update

For information only.

C. Rescheduling November 3, 2020 Meetings

County Administrator Rodgers advised the regular scheduled Board of Supervisors' meeting for November 3 will need to be rescheduled because of the Election Day state holiday.

It was the Board's consensus to reschedule the Board of Supervisors' meeting from November 3 to November 4, 2020, at 3:00 p.m.

D. Resolution 2020-0025-R, Recordation Tax

County Administrator Rodgers advised the proposed resolution would oppose any change to state recordation taxes, which the General Assembly has enacted to reduce those funds to localities. Amherst County would no longer receive a share of this revenue and it would cost the county a loss of \$60,000 in recurring revenue.

Mr. Rodgers stated this resolution expresses the Board's opposition to that change.

By motion of Supervisor Martin and with the following vote, the Board adopted Resolution 2020-0025-R, as presented.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

## **XI. County Attorney's Report**

County Attorney Lockaby advised the Board of a matter regarding an arrangement that the Animal Shelter shares with the Amherst County Humane Society and the issuance of bonds. He said these bonds will be taxable, which will save the County approximately \$450,000, and the Human Society will save one-third of the debt service that they pay.

## **XII. Liaison and Committee Reports**

- A. Central Virginia Transportation Planning Organization Meeting, September 17, 2020

For information only.

- B. Central Virginia Planning District Commission, September 17, 2020

For information only.

## **XIII. Departmental Reports**

- A. Landfill Saturday Hours - Public Works

Public Works Director Brian Thacker advised that six months ago the Board made a decision to open the landfill on Saturdays from 8:00 a.m. to 4:00 p.m. to accommodate citizen needs. Mr. Thacker reported that after six months it has become apparent that most citizens are not utilizing those extended hours. He said it did not make financial sense to continue extending those hours and requested that the landfill hours be returned back to 8:00 a.m. - 12:00 p.m. on Saturdays.

By motion of Vice-Chair Moore and with the following vote, the Board approved to return Saturday operating hours at the landfill from 8:00 a.m. – 12:00 p.m.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

ABSENT: Mr. Ayers

Supervisor Pugh asked Mr. Thacker if credit cards are accepted at the landfill. Mr. Thacker reported credit cards are now accepted.

Supervisor Martin inquired about the funding to repair Roses Mill Trail. Mr. Thacker reported that a trailer has been ordered and should arrive by Friday and work should begin on the trail by next week.

**B. CARES Act Update**

County Administrator Rodgers said that CARES Act funding for the selected items continue to move forward. He reported that a bill is moving through Congress with discussion to extend the deadline to December 30, 2021.

Supervisor Pugh asked about FireFly Fiber Broadband and the progress of expanding internet service in the county. Mr. Rodgers reported that FireFly is continuing its planning and focusing on the underground portion and will be on the ground working by next week.

**XIV. Citizen Comment**

There was no public comment.

**XV. Matters from Members of the Board of Supervisors**

Supervisor Martin had no matter to discuss.

Supervisor Pugh had no matter to discuss.

Vice-Chair Moore had no matter to discuss.

Chair Tucker received a complaint from a citizen who said he could not pay his taxes with a credit card. She asked the County Administrator to look into the matter.

Chair Tucker said that Clay Stewart of Stewart Computer advised that River Street is acquiring his business and requested a meeting with the Board. Mr. Rodgers advised he is setting up that meeting.

**XVI. Adjournment**

By motion of Supervisor Martin and with the following vote, the Board adjourned at 4:46 p.m.

AYE: Mrs. Tucker, Ms. Moore, Mr. Pugh and Mr. Martin

NAY: None

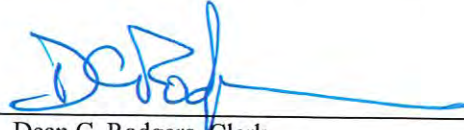
ABSENT: Mr. Ayers





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Claudia D. Tucker, Chair  
Amherst County Board of Supervisors



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Dean C. Rodgers, Clerk

# Attachment 1

## Public Works list for Transfer Station funds

Number	Item	Cost	Reason
A1	(1) New truck shop for Transfer Station	\$100,000	Updated figure from Price Builders
A2	(1) New 930S Loader for Transfer Station	\$255,000	Necessary to load trailers @ Transfer Station
A3	(7) OTR equipment for Transfer Station	\$695,000	(5) walking floor trailers, (2) more tractors
A4	(1) Automatic Gate @ landfill entrance	\$7,500	Safer, easier access to landfill
A5	Furnish Maintenance Building	\$50,000	Purchase equipment for new facility
A6	(2) Commercial generators for TS	\$40,000	To continue operations in event of power loss
A7	(1) Landfill meeting room upgrade	\$37,500	Did not get approved via CARES act funding
A8	(1) Pave employee parking lot	\$42,500	Employees constantly getting nails, screws in tires
A9	(3) 2,000 gallon fuel tanks for TS	\$22,500	Double-walled fuel tanks for all equipment
B1	(1) Prospective Madison Heights CC	\$750,000	In long term plans
B2	(6) 40-yard stationary trash, OCC compactors	\$400,000	To maximize spacing/limit number of hauls
B3	(3) Slabs for additional 40-yard compactors	\$60,000	Must install for some new stationary compactors
B4	(20) 34-yard self-contained recycle compactors	\$800,000	Replace existing 20-yard recycle dumpsters
C1	(1) Outbound scale	\$100,000	Enhance traffic flow at front entrance
C2	(1) Service truck for PW	\$150,000	For prospective maintenance tech
C3	(5) 34-yard self-contained compactors for Transfer Station	\$160,000	Compactors to make TS full-service convenience site
C4	(1) Used leachate trailer, 7500 gallons	\$20,000	Backup for primary trailer
C5	(1) Prospective Burley Hollow CC	\$750,000	In long term plans

**\$1,250,000**  
**\$3,260,000**  
**\$1,180,000**

**If \$5 million option exercised**  
**If \$6 million option exercised**  
**Other PW needs**



**BOOK 37**  
**Pages 341-347**



**AMHERST COUNTY  
BOARD OF SUPERVISORS**

**Board of Supervisors**

Jennifer R. Moore, Chair  
District 5  
David W. Pugh, Jr., Vice-Chair  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3  
Claudia D. Tucker, Supervisor  
District 2

**MINUTES**

**February 16, 2021**  
Administration Building - 153 Washington Street -  
Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 7:00 PM

**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Mark Popovich

**I. Call to Order**

At a regular meeting of the Amherst County Board of Supervisors held on February 16, 2021 at 7:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

Jennifer R. Moore, Chair  
David W. Pugh, Jr., Vice-Chair  
Tom Martin, Supervisor  
L. J. Ayers III, Supervisor  
Claudia D. Tucker, Supervisor

**ABSENT:** None

**STAFF:**

Dean C. Rodgers, County Administrator  
David R. Proffitt, Deputy County Administrator  
Mark Popovich, County Attorney  
Regina M. Rice, Clerk to Boards

Chair Moore called the meeting to order at 7:00 p.m.

**II. Approval of Agenda**

By motion of Supervisor Ayers and with the following vote, the Board approved the agenda for February 16, 2021.

**AYE:** Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

**NAY:** None

**ABSENT:** None

### **III. Invocation and Pledge of Allegiance**

Supervisor Tucker led the Invocation and Pledge of Allegiance.

### **IV. Citizen Comment**

There was no public comment.

### **V. Public Hearing**

A. Ordinance 2021-0002, relocating a voting polling place in Election District 3  
Registrar Francine Brown presented Ordinance 2021-0002 for public hearing to relocate a voting polling place in Election District 3. She advised the Pleasant View Precinct (0303) polling place at 229 Dancing Creek Road will be relocated to New Prospect Baptist Church at 2209 Buffalo Springs Turnpike, Monroe, VA 24574.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Ayers and with the following vote the Board adopted the ordinance as presented.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

### **VI. Consent Agenda**

By motion of Vice-Chair Pugh and with the following vote, the Board approved the Consent Agenda for February 16, 2021.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

#### **A. Minutes - January 19, 2021 5PM and 7PM Meetings**

It was moved that the Board adopt the Minutes for January 19, 2021, 5PM & 7PM meetings.



## **VII. Old Business**

## **VIII. New Business**

### **A. County-EDA MOU for Madison Heights CDBG Grant**

County Administrator Rodgers presented the MOU between the County and the EDA for a Madison Heights CDBG Grant. This grant will be used for Old Town Madison Heights street scape enhancements and to assist property owners with improvements in this area.

By motion of Supervisor Ayers and with the following vote, the Board authorized the County Administrator to sign the Memorandum of Understanding.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

### **B. Resolution 2021-0003-R, authorizing the adoption of the Central Virginia Planning District Commission Hazard Mitigation Plan - 2020 Update**

Ms. Kelly Hitchcock, Planning and Development Director of Central Virginia Planning District Commission, presented the Board with an overview of the area localities who are developing a plan to address natural disasters and make necessary preparations. Ms. Hitchcock said that having a Hazard Mitigation Plan would allow localities to receive FEMA funding as needed. She requested that the Board adopt Resolution 2021-0003-R.

By motion of Supervisor Ayers and with the following vote, the Board adopted Resolution 2021-0003-R, as presented.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

### C. Broadband Grant Appropriation

Community Development Director Jeremy Bryant presented information to the Board requested an appropriation of funds to the Broadband Authority Board to pay for contracted work awarded for the expansion of broadband in the County.

By motion of Supervisor Martin and with the following vote, the Board approved an appropriation in the amount of \$1,370,000 to the Broadband Authority for the purpose of paying for the work proposed under the contract awarded during the Broadband Authority meeting and authorized the County Administrator to execute the agreement.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

## IX. County Administrator's Report

### A. Projects Status Report

County Administrator Rodgers provided the Board an update on the landfill and transfer station. He said we are working with DEQ to reopen the backside of landfill to extend the life of landfill in the event of a slowdown on construction of the transfer station. He said that wet weather could be a factor that would contribute to the slowdown.

Vice-Chair Pugh asked what was the timeline for completion of the transfer station. Mr. Rodgers replied November 2021.

Mr. Rodgers reported the Boxwood Farm Convenience Center is waiting on asphalt as soon as the asphalt plant opens in March.

Mr. Rodgers advised he would remove the Riverview and Sardis Convenience Centers from the project Status Report and not pursue those until he receives further guidance.

He also reported that Riveredge Park Trail is out for bid and will close on March 18; the Madison Heights Master Plan is moving forward; and the solicitation for a financial software consultant has gone out to bid.

### B. New Director of Recreation and Cultural Development

County Administrator Rodgers introduced Mr. Patrick Nalley as the new Director of Recreation and Cultural Development.



**X. County Attorney's Report**

The County Attorney had no matter to discuss.

**XI. Liaison and Committee Reports**

**A. Planning Commission - Annual Report**

Mr. Michael Bryant, Vice-Chair of the Planning Commission provided the Board with the Planning Commission's Annual Report.

**B. Agriculture Committee - Ms. Claudia Tucker**

Supervisor Tucker advised the Agriculture Committee met last week with two members of the Nelson County Board of Supervisors to discuss a joint agricultural complex.

Supervisor Ayers advised the next meeting has been scheduled for March 10.

**C. Amherst County Parks, Recreation and Cultural Development Board - Mr. Tom Martin**

Supervisor Martin advised that Recreation Board members participated in the interview process for the Director of Recreation and look forward to working with Mr. Nalley.

**XII. Departmental Reports**

**A. Treasurer's Report for the period ending December 31, 2020**

For information only.

## B. Broadband Update

Community Development Director Jeremy Bryant presented a project update on broadband and reported on the progress. (See Attachment 1)

Mr. Bryant explained the color-coding on the map:

Yellow area is VATI pending to make a decision for fiber extension (Izaak Walton and Winton area)

Orange area is in service now with FireFly

Magenta area is the Gladstone project and will be built over the next several months

Red area is CVEC and is planned for construction over the next 15 months

Blue area represents 5,000 homes including 1,100 CVEC homes which CVEC is committed to the next 4-6 years to build out the plan

Red outline area is generally the COMCAST area

Uncolored areas represent low density and which will need to be focused on future grants

Mr. Bryant said that CVEC has been an excellent partner working with the County on providing internet service.

## C. CARES Act Update

For information only.

## D. General Fund Availability Report

For information only.

## E. Budget Status Report as of December 31, 2020

For information only.

## **XIII. Citizen Comment**

There was no public comment.

**XIV. Matters from Members of the Board of Supervisors**

Chair Moore had no matter to discuss.

Vice-Chair Pugh had no matter to discuss.

Supervisor Martin had no matter to discuss.

Supervisor Ayers asked the County Administrator to contact VDOT regarding potholes and the condition of the road surface on Camden Drive.

Supervisor Tucker had no matter to discuss.

**XV. Adjournment**

By motion of Supervisor Ayers and with the following vote, the Board adjourned at 8:02 p.m.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None



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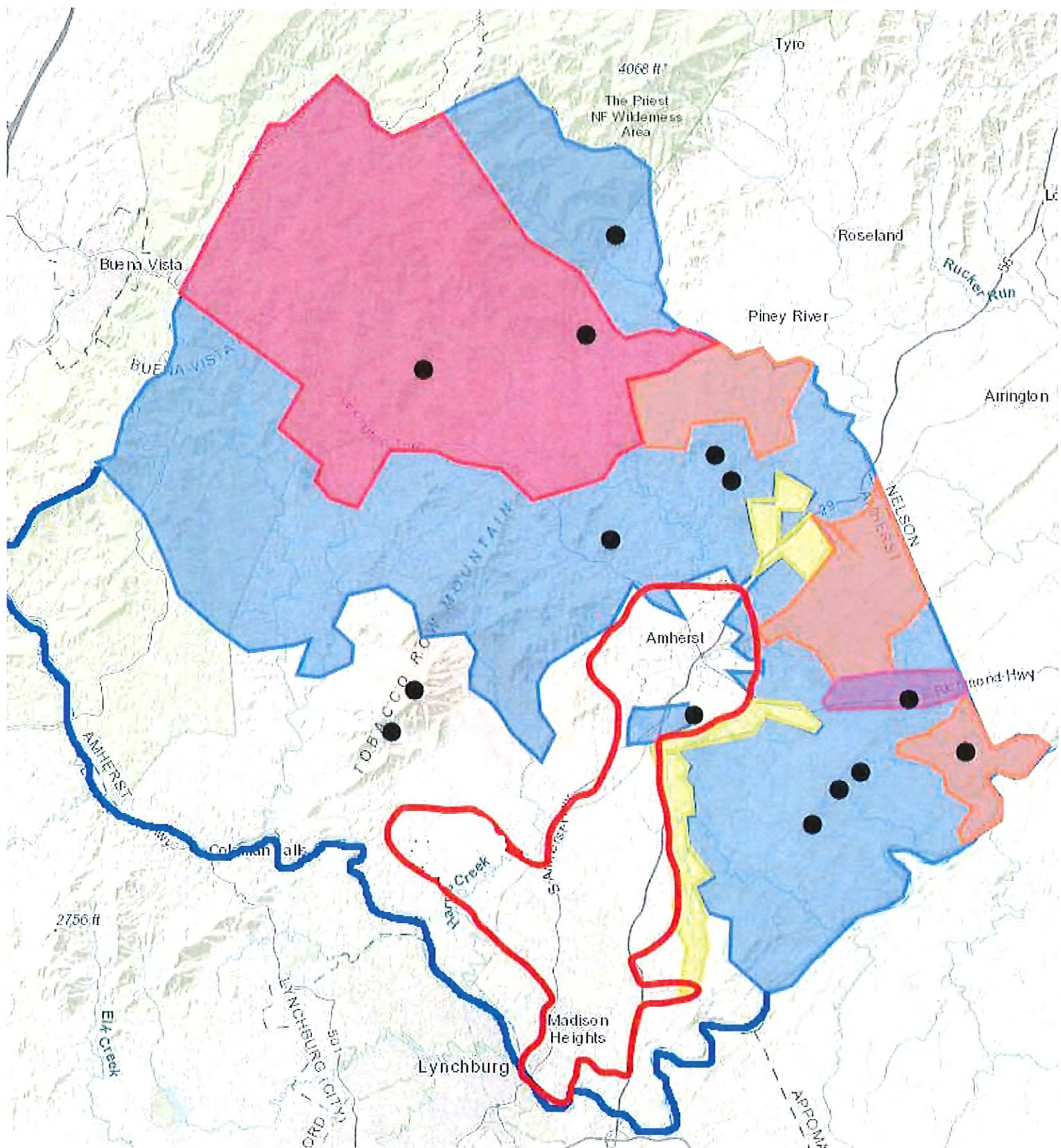
Jennifer R. Moore, Chair  
Amherst County Board of Supervisors



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Dean C. Rodgers, Clerk





## **The County Administrators Report portion of the February 16, 2021, Board of Supervisors meeting.**

Transcribed by Joy Niehaus using the YouTube recording and closed captioning.

Timestamp start: 22:33

Jennifer Moore: Moving on to the County Administrators Report

Dean Rodgers: yes, madam Chair, I have before the Board a project status report with the various projects we've been reporting on. The landfill and transfer station, the earthwork is underway. Although it's slowed recently by the snow and the mud. We're waiting for that to dry up a bit...

David Pugh: Can I kind of stop you there?

Dean Rodgers: Sure.

David Pugh: So, if I am correct, I think November is when the landfill will be full, that's when we have projected?

Dean: well, yes, it is, and that's what we are planning for that the transfer station can be completed. However, we are working with DEQ to reopen the back side of the landfill. You go on the back side you can see, here, this high point and it drops down to a lower shelf. And so, we are seeking permission, just as a backup, as permission, to reopen that; which is just pull the dirt off the top, and then begin adding trash to that to extend the life of the landfill, which could extend it as long as two years to give us time in case there are weather events, in case there is anything that slows down the construction and to help us prepare for the transition over. You know, it's just too tight of a window to have one end and have the other begin on the next day. And so, we've been pursuing that with DEQ.

David: I just remember it hadn't been that long ago we were put under the gun pretty severely that we needed to make that decision extremely fast because we had until November, it was going to be full. And, now we're going to go ahead and open up the back side of it. You know, I was just, we were under the gun at the time. I didn't realize we had a little bit more to discuss, maybe some more of the data that could have been brought forward, but what is the timeline for everything to be completed?

Dean: For the transfer station, it is still November of '21. They haven't yet told us that they are going to back up. But you know, we didn't provide them much. But we waited. We didn't give them much wiggle room and give us much time to make the transition. But so far, they say they can still do it. You know, it's weather dependent. You get a hurricane or two during the summer, and it's skewing this whole amount. So we are just trying to be prepared for that.

Jennifer Moore: We were under pressure because of the bond.

Dean Rodgers: Originally, yes. But then we refinanced. We have time. The money does, there is time to do that. The Board had made the decision; I don't see a reason to go back and revisit it. We are moving forward to implement the will of the Board. And we can . . .

David Pugh: I understand it. It just seems, you know, we have to do this today. If we don't do it today, then it's not going to get done. Here we go. We are going to actually have to reopen the landfill and extend the life of it. And I mean, I know nothing goes as always as it's planned, and but it just seemed like we were really under the gun, and now we have a little bit more wiggle room.

Dean Rodgers: Well, yes, sir, we were. You know, we operate from the facts that we have at the time. And that's what we were aware of at the time. Since Brian Thacker has arrived, he's explored these other options. You've seen the level of productivity he has and his creativity, and he's thought, "well, this would help us," and so he's been pursuing that to get us more time. I mean, at most, it will extend the life of the landfill a couple of years. And that will help keep our costs down while we transition over to the transfer station. The big question for us was whether to build another cell or not. So we decided not to build the cell, and we need to go to a transfer station. By that time, we had eaten up too much time that the contractor was telling us, look, if you want it built by the time you can know your landfill and its current configuration. We didn't even think about reopening it. It's quite a bit of work to reopen it, just with the permitting, and so forth, and the engineering work. I just think it's prudent.

Claudia Tucker: I have a question. So the last thing I want to do is revisit all of that. I understand it does make sense to go ahead and finish filling up what's already there. I get that part. But once we go and we start and we get the permitting, and we start moving trash around, are we committed to fill out that whole thing? Or, once the transfer station is up can we say, okay, we are done again?

Dean Rodgers: We could say we are done. I mean, we are going to look at costs and what's saving us cost. We don't know yet how far we're going to have to transport, what that's going to cost. But you know, so long as we have the equipment and the space, it makes sense. We were preparing for the end of space. And so, we are still preparing for the end of space by building the transfer station. We just bought us some more time.

Tom Martin: So, in eight months, roughly, in eight months [unintelligible, too far from mic] we're supposed to be transferring trash out of the landfill.

Dean Rodgers: Yes, sir. It's incredibly tight.

Tom Martin: Yeah, I get that. So, I mean, you don't know where it's going, [unintelligible, too far from mic], that's not a long time.

Dean Rodgers: No, it's not. [unintelligible comment] Yes, when it becomes operational, we've got to have our contracts place and where we're going to haul it to. You've funded the vehicles we need to get it there, and we're on track. Now, we are on track so long as they can finish construction in eight months, and I think that's really tight. But it is, after all, just a lot of concrete and a metal shell building. We can purchase the equipment and have that. We have the people. They've got to build a road to it and so forth. I mean, I'm not trying to belittle it, but it is a simple project, and it is possible.

Timestamp ends 29:18 when Mr. Rodgers moved on to other topics.



**Projects Status Report**

<b>Project Name</b>	<b>Next Milestone</b>	<b>Current Status</b>
Old Town Madison Heights	Meet Multi-Year 1 CDBG contract requirements for release of Multi-Year 2 CDBG funds.	Multi-year 1 project activity completion date extended to July 5, 2021. 2 of 5 substantial reconstructions (new homes) under construction. 1 qualified substantial reconstructions projects remain to be found. Grant Management team working to find add'l qualified program applicants for all 5 owner-occupied housing rehabs, 2 investor-owned housing rehabs, and 1 demolition to meet entire DHCD housing contract requirements.
Central Virginia Training Ctr	DBHDS to declare property "Excess". Funding from General Assembly for demolition and redevelopment efforts.	HDR completed public charrette, now finalizing document. DBHDS still sorting obligations of outstanding bonds which will drive options forward. Anticipate written redevelopment plan in 1 <sup>st</sup> Qtr '21.
Landfill & Transfer Station	Construct transfer station.	Site clearing underway but being delayed by recent snow/rainfall.
Boxwood Farm Convnce Ctr	Build site.	Awaiting final asphalt (March). Currently installing phase converters for compactors.
Riverview Convenience Ctr	Design site and estimate costs.	No progress until further notice from BoS.
Sardis Convenience Ctr	Obtain property rights.	No progress until further notice from BoS.
Broadband	Finish mounting equipment on towers. Lay CARES Act fiber.	Rocky Mtn tower received its engineering report to allow installation of transmitters. Engineer reports that bend in Amherst Central may prevent add'l equip install. CVEC continues laying/hanging fiber in Temperance, Boxwood Farm and Gladstone areas. Response to 3 VATI grant applications due Feb '21.
Riveredge Park Trail	Construct Section 1: Bridge (Section 2: CVTC portion Section 3: Connect to Percival)	Decking of Percival Island bridge finished. Bid announcement for next trail section closes March 18.
Madison Heights Master Plan	Tyler tract design that includes participating neighbors	Tyler tract designer is designing. HDR is preparing amendment to CVTC scope of work to allow them to plan Mad Hts.
New Financial Software	Hire consultant	RFP announced and closes 10 March.



**PUBLIC WORKS**

# Project Updates

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Transfer Station

Equipment Purchases

Maintenance Shop

Convenience Site Upgrades

Fuel Island

Uncapping

Landfill Office Expansion



# Transfer Station, Maintenance Shop, Fuel Island

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**Transfer Station:** 8,000 square foot floor, scale, estimated completion January 2022

**Maintenance Shop:** 2 bays, office, shared locker room & restroom with Transfer Station, estimated completion January 2022

**Fuel Island:** 12,000 gallon above-ground diesel tank, 2,000 gallon above-ground gasoline tank, DEF dispenser, software





# Landfill Office Expansion

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Installing airlock at main entrance for additional security, Covid mitigation

Adding Public Works conference room for training, full departmental meetings

Creating additional office space for Maintenance division, future needs

Repairing damage from previous building impacts





# Landfill & Transfer Station Equipment Purchases

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Loader (Pictured)

Skid Steer (Pictured)

Over-The-Road tractors

Walking Floor & Tipping trailers

Service truck

Dump truck





# Convenience Site Improvements

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**Coolwell:** Two waste, recycle compactors

**Dodd's Store:** Cardboard compactor  
(Pictured)

**Boxwood Farms:** Cardboard, recycle compactors

**60 East:** Cardboard compactor

**Pedlar:** Additional waste compactor

**Warrick Barn:** Additional waste compactor





# Landfill Capacity: Uncapping Saga

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Portion of landfill 'sequentially capped' in 2000; DEQ, engineers do not know why

Accounts for approximately 18-24 additional months of landfilling capacity

Current capacity to be met by May 2022

Working with DEQ since September 2020

Would help ease transition to Transfer Station, save significantly, overcome delays





*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

**BLUE RIDGE REGIONAL OFFICE**

901 Russell Drive, Salem, Virginia 24153

(540) 562-6700 FAX (804) 698-4178

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Ann F. Jennings  
Secretary of Natural and Historic Resources

David K. Paylor  
Director  
(804) 698-4000

Robert J. Weld  
Regional Director

October 28, 2021

Mr. Dean C. Rodgers  
Amherst County Administrator  
153 Washington Street  
Amherst, VA 24521  
[dcrodgers@countyofamherst.com](mailto:dcrodgers@countyofamherst.com)

VIA ELECTRONIC MAIL

RE: Amherst County Sanitary Landfill, SWP563  
Temporary Authorization Request – Approval

Dear Mr. Rodgers:

The Virginia Department of Environmental Quality (DEQ) Blue Ridge Regional Office (BRRO) has received the request for a temporary authorization in accordance with 9 VAC 20-81-600.F.4. of Virginia Solid Waste Management Regulations (VSWMR) was submitted on your behalf by SCS Engineers (SCS) in an electronic mail dated October 13, 2021.

The temporary authorization request is to implement the uncapping and reactivation of a partially closed area in Cell 1 at the Amherst County Sanitary Landfill (Amherst landfill). The uncapping and reactivation has been requested to extend the operating life expectancy of Cell 1. The County is currently building a transfer station on the footprint of future Cell 3 with the intent of transferring a portion of the solid waste generated within the County to other solid waste disposal facilities. As of May 2020, the County estimated that Cell 1 had approximately 12 to 18 months of airspace remaining before the permitted Cell 1 Intermediate Cover grades would be achieved. The transfer station will not be completed prior to this time frame.

The temporary authorization has been requested in accordance with 9VAC20-81-600.F.4.c(2)(b) to prevent disruption of ongoing waste management activities. The major permit modification application for the uncapping and reactivation of a partially closed

area in Cell 1 at the Amherst landfill was received on November 18, 2020. DEQ staff has reviewed the application and the subsequent submittals (dated May 14, September 24 and October 4, 2021) that were in response to DEQ's requests for additional information. Based on that review, it has been determined that DEQ's requests have been addressed and processing of the major permit modification application is currently underway.

The temporary authorization is hereby granted with the conditions as identified below. The Department reserves the right to rescind this temporary authorization if the facility fails to comply with any of the conditions identified below. Compliance with the conditions identified below must be met and maintained for the entire period of the temporary authorization. Note that temporary authorizations are limited to 180 days, with provisions of extension for an additional 180 days.

The conditions for this temporary authorization are that the facility shall operate in compliance with the VSMWR, SWP563, Amherst County Landfill Proposed Uncapping and Reactivation Plan last revised September 21, 2021, and all applicable local, state, and federal laws and regulations.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of service of this decision to initiate an appeal of this decision, by filing notice with:

David K. Paylor, Director  
Virginia Department of Environmental Quality  
ATTN: Division of Land Protection & Revitalization  
P.O. Box 1105  
Richmond, Virginia 23218-0009

In the event that this decision is served to you by mail, three days are added to that period. Please refer to Part Two of the rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which an appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

Please note that it is the responsibility of applicant to obtain any other authorizations that may be necessary to conduct this activity. If there are any questions, please contact Jennifer Hoeffner, Solid Waste Permit Writer, by telephone at (540) 562-6735 and/or by email at [jennifer.hoeffner@deq.virginia.gov](mailto:jennifer.hoeffner@deq.virginia.gov).

Sincerely,



R. Nelson Dail  
Regional Deputy Director

cc: Nichole Herschler, DEQ-BRRO ([nichole.herschler@deq.virginia.gov](mailto:nichole.herschler@deq.virginia.gov))  
Allen Patton, DEQ-BRRO ([mark.patton@deq.virginia.gov](mailto:mark.patton@deq.virginia.gov))  
Brian Thacker, Amherst County ([bthacker@countyofamherst.com](mailto:bthacker@countyofamherst.com))  
Ryan M. Mahon, SCS Engineers ([rmahon@scsengineers.com](mailto:rmahon@scsengineers.com))  
SWP563 ECM





**BOOK 37**  
**Pages 523-529**



**AMHERST COUNTY**  
**BOARD OF SUPERVISORS**

**Board of Supervisors**

Jennifer R. Moore, Chair  
District 5  
David W. Pugh, Jr., Vice-Chair  
District 4  
Tom Martin, Supervisor  
District 1  
L. J. Ayers III, Supervisor  
District 3  
Claudia D. Tucker, Supervisor  
District 2

**MINUTES**

**November 1, 2021**

Administration Building - 153 Washington  
Street - Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 3:00 PM

**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Mark Popovich

**I. Call to Order**

At a regular meeting of the Amherst County Board of Supervisors held on November 1, 2021 at 3:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

Jennifer R. Moore, Chair  
David W. Pugh, Jr., Vice-Chair  
Tom Martin, Supervisor  
L. J. Ayers III, Supervisor  
Claudia D. Tucker, Supervisor

ABSENT: None

**STAFF:**

Dean C. Rodgers, County Administrator  
David R. Proffitt, Deputy County Administrator  
Mark Popovich, County Attorney  
Regina M. Rice, Clerk

Chair Moore called the meeting to order at 3:00 p.m.

NOTE: All Board of Supervisors' meetings are now being streamed live on Facebook and on YouTube.

**II. Approval of Agenda**

By motion of Vice-Chair Pugh and with the following vote, the Board approved the agenda.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

### **III. Invocation and Pledge of Allegiance**

Supervisor Tucker led the Invocation and Pledge of Allegiance.

### **IV. Ordinances - First Reading**

- A. Ordinance 2021-0011, Prohibiting Activities on Public Roadways and Medians.

County Attorney Mark Popovich reported on the proposed ordinance addressing activities, including panhandling within public right-of-ways and medians that could become problematic for safety purposes.

Mr. Popovich said if the Board approved moving forward with the draft ordinance, a public hearing would then be scheduled for the November 16 meeting.

By motion of Supervisor Ayers and with the following vote, the Board directed staff to advertise the proposed Ordinance 2021-0011 for a public hearing on November 16, 2021.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

- B. Ordinance 2021-0012, 2022 ACSA Water/Sewer Rate Adjustments

ACSA Director Robert Hopkins presented the proposed ordinance and advised the ACSA Board recommended that the draft ordinance, which included a maximum five percent rate increase for water and a maximum six percent rate increase for sewer, move forward for approval by the Board of Supervisors.

Director Hopkins advised that a joint meeting of the ACSA Board and Board of Supervisors would be held on November 16 for a public hearing. He said at the public hearing on November 16, the water and sewer rate fees could be reduced if the Board decided upon it.

By motion of Vice-Chair Pugh and with the following vote, the Board directed the County Administrator to work with the Service Authority Director to schedule a joint meeting with the Service Authority Board on November 16 to conduct a joint public hearing on proposed Ordinance 2021-0012.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None



**V. Citizen Comment**

There was no public comment.

**VI. Consent Agenda**

By motion of Supervisor Martin and with the following vote, the Board approved the Consent Agenda for November 1, 2021.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

**A. Minutes - October 5, 2021**

It was moved that the Board adopt the Minutes of October 5, 2021.

**B. Appropriation of Revenue - Sheriff's Office**

It was moved that the Board appropriate received revenues into the Sheriff's budget.

**VII. Special Presentation**

**A. Central Virginia Planning District Committee**

Executive Director Gary Christie of the Central Virginia Planning District Commission addressed the Board and presented an annual report and activities of the Commission.

Mr. Christie said he would be transitioning out of his duties with the CVPDC by the end of April 2022 and thanked the Board for their support over the years.

Board members expressed their appreciation and thanked Mr. Christie for all that he has contributed to Amherst County.

**VIII. New Business**

**A. Redistricting Committee Appointment**

Community Development Director Jeremy Bryant advised that on March 2, 2021, the Board adopted Resolution 2021-0004-R establishing the Amherst County Redistricting Committee. One of the requirements of the Redistricting Committee was to appoint the Chair and a second member of the Board of Supervisors. Due to an oversight to nominate a second Board member, Mr.

Bryant requested the Board of Supervisors appoint a second Board member to the Redistricting Committee.

By motion of Supervisor Tucker and with the following vote, the Board appointed David W. Pugh, Jr. to serve as its second member to participate on the Redistricting Committee.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

## **IX. County Administrator's Report**

### **A. Project Status Report**

County Administrator Rodgers presented the Board with several updates to the Project Status Report:

Old Town Madison Heights – will continue to recruit additional homeowners to do work on their homes.

Central Virginia Training Center – Go Virginia Council met last week and agreed to the last \$60,000 payment for the redevelopment plan. We will meet with the Alliance Government Affairs Committee to decide how to get DBHDS to declare the property excess.

Landfill Transfer Station – received approval from DEQ to reopen the existing landfill cell.

Amherst-Nelson Ag Complex - the study report is due back the first week of January 2022.

Broadband – waiting for information on VATI grant awards.

Riveredge Park Trail – negotiations continue with the Lee family over the connection of the trail and waiting on agreement of that plan.

The financial software selection group will meet on November 17 to narrow down software providers.

Supervisor Ayers commented on the re-opening of the landfill cell and asked if there would be any additional financial costs. Mr. Rodgers replied no additional costs would be incurred.

Chair Moore asked if the "kick-off" meeting on the Madison Heights Master Plan has been scheduled. Mr. Rodgers replied he is working on a schedule and anticipates a meeting will occur sometime in November.

#### **X. County Attorney's Report**

The County Attorney had no matter to discuss.

#### **XI. Liaison and Committee Reports**

##### **A. Planning Commission - David Pugh**

Chair Moore invited Mrs. Leslie Gamble to address the subject of recruitment of youth to participate on boards and commissions.

Mrs. Gamble advised she is currently a member of the Planning Commission and was not speaking on behalf of the Planning Commission, but as a citizen of Amherst County. She said she had concerns about the Planning Commission's charter regarding youth participation and the way it was written.

Mrs. Gamble stated there are seven charters that have youth participation. All of those charters exclude youth who are homeschoolers, enrolled in private schools, colleges and universities. She took objection to why the charters state ... "the Superintendent of Schools serves as a resource to identify interested and capable youth who are willing to serve". She remarked that homeschoolers, enrollees of private schools, colleges and universities are not under the School Superintendent's purview.

She suggested that the charters for youth participation need to be standardized across all boards and suggested removing all youth participation from those charters and placing them in abeyance until the language is rewritten and consistent.

Mrs. Gamble had questions on recruitment and guidelines that the Chair of those boards used, and if training would be under the Federal EEO requirements for recruitment. Furthermore, she stated that the Planning Commission was developing citizenship and not political involvement of youth and she questioned the legality of youth participating in discussions with Planning Commission Board members. (See Attachment 1)

Vice-Chair Pugh agreed that the qualifications and membership should be standardized for all youth. He was not in favor of allowing youth to vote, and the charters should be changed and be inclusive for everyone.

Community Development Director Jeremy Bryant remarked that the Planning Commission was currently making changes to its charter and once revised, he would bring that back to the Board of Supervisors.

Chair Moore requested that the County Administrator meet with those boards who have youth participation.

Supervisor Martin agreed with Vice-Chair Pugh not to allow youth to vote. He was in favor of engaging the youth and believed it would be vital to receive their comments on the redevelopment of Madison Heights. Supervisor Martin said he would wait until Mr. Bryant brings back the Planning Commission's criteria.

Supervisor Tucker agreed with Supervisor Martin, and she was not in favor of youth voting. She pointed out youth participation should be focused on learning about the civic process.

County Administrator Rodgers said the youth participation provisions were placed in the charters at the Board of Supervisors' planning retreat; however, he suggested bringing this matter back to the Board to decide what language needed to be included.

Supervisor Ayers suggested looking at the criteria for the Planning Commission and applying that language for uniformity to all boards.

In conclusion, the Board directed the County Administrator to provide the Board a review of the county's regulations covering internal organization charters.

B. Central Virginia Planning District Commission - Dean Rodgers  
For information only.

## **XII. Departmental Reports**

### **A. Fair Report**

Mr. Eric Bowen, Extension Agent, Fair Coordinator and Clerk for the Agriculture Committee, addressed the Board and provided an update on the County Fair.

Mr. Bowen reported the Fair was well received and overall it was very successful. He thanked all the volunteers, co-workers and county staff who provided support.

Mr. Bowen provided the following:  
Attendance: 7,550



Ride Revenue: \$24,000

Gate Admissions: \$30,000

Total revenue: Approximately \$110,000 – \$115,000.

He said the County could anticipate approximately \$30,000 in revenue.

Board members expressed their thanks to Mr. Bowen and to all the volunteers and staff who worked at the Fair.

**XIII. Citizen Comment**

There was no public comment.

**XIV. Matters from Members of the Board of Supervisors**

Chair Moore had no matter to discuss.

Vice-Chair Pugh had no matter to discuss.

Supervisor Ayers had no matter to discuss.

Supervisor Martin had no matter to discuss.

Supervisor Tucker had no matter to discuss.

**XV. Adjournment**

By motion of Supervisor Martin and with the following vote, the Board adjourned at 3:46 p.m.

AYE: Ms. Moore, Mr. Pugh, Mr. Martin, Mr. Ayers and Mrs. Tucker

NAY: None

ABSENT: None

  
\_\_\_\_\_  
Jennifer R. Moore, Chair  
Amherst County Board of Supervisors

  
\_\_\_\_\_  
Dean C. Rodgers, Clerk





## RESEARCH

- 24 Boards, Authorities, Commissions
- 7 Have charters with a Youth Participation

Agricultural Committee

Broadband Authority

Building Appeals Board

Economic Development

Library Board of Trustees

Parks and Rec

Planning Commission

Agriculture Committee: Excludes home schoolers, private schools, etc, does not specify age or term.

Broadband Authority: Excludes home schoolers, private schools, etc., does not specify age range.

Building Appeals Board: Excludes home schoolers, private schools, etc., does not specify age range.

Economic Development: Excludes home schoolers, private schools, etc.,

Library Board: Does not specify age range, length of term.

Parks & Rec: Excludes home schoolers, private schools, does not specify age range.

## AGRICULTURAL COMMITTEE

### YOUTH PARTICIPATION

There may be up to two youth participants (YPs) on the Agriculture Committee. The YPs will be solicited from the County school system with a special recruiting invitation to the Amherst Chapter of the Future Farmers of America and 4-H. The YPs will be invited to provide input on all matters before the Agriculture Committee but will not cast a vote.

1. Excludes Home schoolers, private schools. Community college and other institutions of higher learning that are outside of Amherst County.
2. How long will they serve?
3. Who is responsible for recruiting them?
4. What is the age range?

## BROADBAND AUTHORITY

### YOUTH PARTICIPATION

The Broadband Authority may have a youth representative who will serve for a period of one year. S/He is selected by the Chairman who will employ a selection process if there is more than one applicant for the seat. The youth participant(s) will not be a voting member of the BA. They shall receive all meeting announcements, agendas and preparatory information as a normal member so that they may participate and provide input as full members regardless of whether they hold a vote. **They are subject to the same membership requirements as the adult members and may be removed for the same causes. Youth may be recruited from the school system or other specified organizations.** They are to receive a letter or certificate at the end of their term to memorialize their service.

1. There are no membership requirements.
2. Excludes home schoolers, private schools, institutions of higher learning outside of the county.

## BUILDING APPEALS BOARD

### YOUTH PARTICIPATION

The Buildings Appeals Board will attempt to have two youth member(s) who will serve for a period of one year. They are selected by the Chairman, who will employ a selection process if there is more than one applicant for each seat. The youth participant(s) will not be a voting member of the Building Appeals Board. They shall receive all meeting announcements, agendas and preparatory information as a normal member so they participate and provide input as full members regardless of whether they hold a vote. They are subject to the same membership requirements as the adult members and may be removed for the same causes. **Youth may be recruited from the school system or other specified organizations.** They are to receive a letter or certificate at the end of their term to memorialize their service.

1. What is the age range, i.e., 16 – 20 yrs.
2. Private schools, home schoolers, excluded



## ECONOMIC DEVELOPMENT

### YOUTH PARTICIPATION

The EDA may have one youth liaison who will serve who will serve for a period of one calendar year and/or school year. The youth liaison will be selected by the Chairman who will employ a selection process if there is more than one applicant for the position. The position is not tied to voting districts and is treated as an “at-large” seat. The youth liaison will not be a voting member of the EDA. The youth liaison will be excused from closed-session discussions at the discretion of the Board Chairman. The liaison shall receive all meeting announcements, agendas and preparatory information as a normal member so the liaison may participate and provide input as full members regardless of whether the liaison holds a vote. The liaison is subject to the same membership requirements as the adult members and may be removed for the same causes. Youth may be recruited from the school system, local non-profit organizations such as 4-H, the Boy and Girl Scouts, church youth organizations, Sweetbriar College or other organizations. The youth liaison may receive a letter or certificate at the end of their term to commemorate their service.

1. What is the selection process?
2. Private schools, home schoolers, colleges and universities students are excluded,

## LIBRARY BOARD OF TRUSTEES

### YOUTH PARTICIPATION

One or two participants may be appointed to the Board of Trustees by the Board of Supervisors or Board of Trustees. These members may address any subject discussed by the Board, but may not vote. Youth members will not be allowed to attend closed sessions in which personnel matters or other sensitive subjects are discussed.

1. What is minimum age?
2. What is the term?
3. How are they recruited?

## PARKS & REC

### YOUTH PARTICIPATION

The Parks, Recreation & Cultural Development Board will have one youth member who will serve for a period of one year. He or she is selected by the **Chairman who will employ a selection process if there is more than one applicant for the seat.** The youth member will not be a voting member of the Parks, Recreation & Cultural Development Board. They shall receive all meeting announcements, agendas and preparatory information as a normal member so they may participate and provide input as full members regardless of whether they hold a vote. They are subject to the same membership requirements as the adult members and may be removed for the same causes. **Youth may be recruited from the school system or other organizations.** They are to receive a letter or certificate at the end of their term to memorialize their service.

1. Excludes home schoolers and students attending private schools
2. What is the selection process the chairman will use?

## SUGGESTIONS

### YOUTH PARTICIPATION

1. Remove all "youth participation" items from charters and place them in abeyance until a standard statement is written that is consistent across all seven boards: Such as:
  - a. The \_\_\_\_\_ will have (1) youth participant. All youths residing in Amherst County between the ages of 16-20 are eligible to apply. The term is for one Academic year (Sept -May).
2. Postings for these positions will be on County Web site under Boards & Commissions.

### PROCESS

1. Postings will be 30 days beginning June 1<sup>st</sup>.
2. Applicant will apply by sending a letter of interest, stating qualifications. Via Email to Executive Assistant to County Counsel.
3. July – Letters of interest will then be forwarded to the appropriate board chairman(s) to be presented to their full board for review.
4. August – applicants come before their full board for interview. Board members will make their selection and applicant will be formally notified by the Executive Assistant to County Counsel via Email or standard mail of their selection.
5. Sept. Youth start participating on Boards.

**Projects Status Report**

<b>Project Name</b>	<b>Next Milestone</b>	<b>Current Status</b>
Old Town Madison Heights	Meet Multi-Year 1 CDBG contract requirements for release of Multi-Year 2 CDBG funds.	DHCD recently forgave all outstanding debt of homeowners. This has caused interest by more homeowners. Team is working to finish current projects by April '22 in order to begin Yr 2 projects.
Central Virginia Training Ctr	Redev Plan presented to BoS for review by PC. DBHDS to declare property "Excess".	Final redevelopment plan document due to be complete by March 1, 2022. DBHDS has not yet declared property as excess to its needs. DEQ brownfield cert due summer '22.
Landfill & Transfer Station	Construct transfer station.	Roadway built. Construction of buildings progresses on time and on budget. DEQ has approved uncapping to extend life of current cell.
Amherst-Nelson Ag Complex	Feasibility Study	Architectural Partners (Lynchburg) study report due Jan 7, 2022.
Broadband	Build out fiber optic cable to unserved areas of County.	VATI grant has been awarded. Awaiting build-out schedule from Firefly.
Riveredge Park Trail	Construct Section 1: Bridge complete (Section 2: CVTC portion Section 3: Connect to JRHT)	Negotiations w/ Lee family for final section of trail ongoing. VDOT grant application for funding of final portion construction submitted 1 Oct.
Madison Heights Master Plan	Complete plan 13 months after contract signature.	Compiling members of Contractor Advisory Group (CAG) and stakeholders.
New Financial Software	Issue RFP for new software	4 proposals received and being reviewed by selection committee. Selection of interviewees in Jan.





**BOOK 38**  
**Pages 663-680**



**AMHERST COUNTY  
BOARD OF SUPERVISORS**

**Board of Supervisors**

David W. Pugh, Jr., Chair  
District 4  
Tom Martin, Vice-Chair  
District 1  
L.J. Ayers III, Supervisor  
District 3  
Claudia Tucker, Supervisor  
District 2  
Drew Wade, Supervisor  
District 5

**MINUTES**

**May 17, 2022**

Administration Building - 153 Washington  
Street - Public Meeting Room  
Amherst, Virginia 24521  
Meeting Convened - 7:00 PM

**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Mark Popovich

**I. Call to Order**

At a regular meeting of the Amherst County Board of Supervisors held on May 17, 2022 at 7:00 p.m., the following members were present:

**BOARD OF SUPERVISORS:**

David W. Pugh, Jr., Chairman  
Tom Martin, Vice-Chair  
L. J. Ayers III, Supervisor  
Claudia D. Tucker, Supervisor  
Drew Wade, Supervisor (via electronic participation)

**ABSENT:** None

**STAFF:**

Dean C. Rodgers, County Administrator  
David R. Proffitt, Deputy County Administrator  
Mark Popovich, County Attorney  
Regina M. Rice, Clerk

Chairman Pugh called the meeting to order at 7:00 p.m.

Supervisor Ayers motioned to authorize the electronic participation of Mr. Drew Wade in tonight's meeting discussion and certification, pursuant to Section 2.2-3708.2(A)(1)(b) and (A)(2) of the Code of Virginia. Mr. Wade would be joining the meeting from Richmond, Virginia and is unable to attend the meeting due to a personal matter.

**AYE:** Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

**NAY:** None

**ABSENT:** None

**NOTE:** All Board of Supervisors' meetings are now being streamed live on Facebook and on YouTube.

## **II. Approval of Agenda**

By motion of Supervisor Tucker and with the following vote, the Board approved the agenda for May 17, 2022.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT:None

## **III. Invocation and Pledge of Allegiance**

Vice-Chair Martin led the Invocation and Pledge of Allegiance.

## **IV. Citizen Comment**

The following citizens addressed the Board during this session:

Mrs. Ruth Warner, District 2, said she lives around the lake and has great concern about the development, especially the body of water and wildlife, destruction to the lake with debris, and safety and privacy. She said she was robbed of her property and would provide the Board with a police report. She asked the Board to reconsider this.

Ms. Pat Malchow received the letter about the survey and found nothing on the Parks & Rec website about the proposal.

Chairman Pugh responded and said the County paid for the survey marking the boundaries.

County Administrator Rodgers said the County did a survey about ten years ago but a lot of those were re-marked so we could find them. He said the County owns around the lake.

Ms. Malchow said her survey shows her lot goes into the water.

Mr. Rodgers said that is why we are having the property surveyed.

Ms. Malchow asked about the results of the survey and saw the markings, but the markings did not "jive" with her survey.

Chairman Pugh said the County is doing a survey around the property of the lake and if there were property disputes, that would have to be taken up by someone else. He said we are going to look at a possible trail around the periphery of the lake on the county property and we have not gone any further. No money has been appropriated and it is strictly a survey around the edge of the property and that is where we are at.

Ms. Malchow asked would any condemnation and eminent domain be involved.

Chairman Pugh said not on his watch and we do not want to take anyone's property for any type of recreational purposes around the lake.

Ms. Malchow asked about the LWCF grant and did not see that anywhere online.

Chairman Pugh responded we would get that information to her.



Mr. Mike Brockman said he probably owns the most acreage around the lake and is concerned about people having access to his property. He provided the Board with the history of the lake. He said he would lose acres of land and this would expose a lot of his land to this trail. He lost a lot of property, including bales of hay, cherry and walnut boards. He said he would wait to see what comes up as far as the boundary line and said the county would not own that land to take the 50 ft. right-of-way. He would listen and see what the Board has to say before he looks at his options.

Mr. Sandidge, District 2, said he has owned property there since 1955 and was concerned about the 50 ft. boundary. He thinks that the County who owns property on Puppy Creek and Forest Sale Roads should do something with that land.

Ms. June Harvey McNamara asked if an impact study had been done around the lake to include erosion. She said we have beaver, geese and fox dens and all will be gone, affecting the wildlife. She remarked on the trash and was concerned about her safety and has lived there for 30 years with the peace and serenity of Amherst County. Ms. McNamara said she would wait to see what happens and voiced her opposition to the trail. She said we do have a right to compare our surveys with the County, and cannot imagine how a path would go around the lake. She asked the Board to keep us informed.

Mr. Daniel Warner agreed with everyone and said a major concern is that, once this starts, it is irreversible and has an effect on the quality of the water. Everyone wants to appreciate the lake but be very careful about the ecological aspects. The wildlife is the main concern there and how recreation, traffic and trash will affect this. He said opening up a highway around the lake would take a toll, especially the impact of littering in and around the lake.

Ms. Victoria Warner was concerned around Mill Creek Lake that many people would lose privacy and tranquility around the lake, along with the risk of disturbing the wildlife. She said there would be major erosion and littering.

Chairman Pugh said the Board would need to have a later discussion regarding the potential trail around the lake. He asked Mr. Rodgers for the survey once that is completed, and to have a Board discussion.

Mr. Rodgers said on the GIS the boundary is hard to follow and does look like it goes into the water in some places. It may not be possible to get the trail around the lake and the survey will determine where the county owns enough property to put a trail. He said he didn't understand the references to the 50 ft. right-of-way and was hoping for an Appalachian Trail type of trail with one lane through the woods. "If we can't get around a piece of property, then



that's... I know you all don't want to take anyone's property, for that purpose so it's not gonna be an option".

Vice-Chair Martin asked Mr. Rodgers, when you receive the results from the survey and the plan, suggested looking at this to see what is feasible or not, and it may be a "moot" conversation.

Mr. Rodgers said it would be a matter of public record so everyone can see the plat and show it to their surveyors.

The Citizen Comment session was closed.

## **V. Public Hearing**

### **A. VDOT Rural Rustic Priority List FY23-FY28**

Mr. Robert Brown, Residency Administrator with the Virginia Department of Transportation, addressed the Board and introduced Mr. Daniel Brown as the new Assistant Resident Engineer in the land use section.

Mr. Brown explained the Six-Year Plan, outlined the construction of county roads over the next six years, and said the funding allocations have been steady. He then provided an update on the following roads to be constructed this year and in 2023:

Lavender Lane Rt. 743 – road constructed

Campbell's Mill Road Rt. 608 - completed

East Perch Rt. 650 – under construction and completion in next 60 days

Fox Hall Drive Rt. 606 – starting construction July 2022

Shady Mountain Road Rt. 696 – start construction August 2022

Chestnut Lane Rt. 729 – starting construction August or September 2022

Beverly Town Road – starting construction late September or October 2022

Windy Ridge Road Rt. 733 – will be funded after July 2023

Wares Gap Road Rt. 636 - July 2023 & 2024

Kent Moor Farm Road Rt. 648– start construction in 2023

Mr. Brown said he expected to transfer money for the following:

Walnut Springs Road Rt. 776 – funded after July 2025

West Monitor Road Rt. 616 – funded July 2025

Geddes Mountain Road Rt. 700 – funded July 2025

Indian Creek Road Rt. 621 - starting construction after July 2026.

Supervisor Tucker asked about Indian Creek Road and said this road was further up on the list than where it was now. She understood the

construction would start in 2023/2024.

Mr. Brown said that road was added at her request and he had not changed the priority that the Board set on Indian Creek Road. He would look into this to see if any temporary repairs to the road could be made.

Supervisor Ayers asked about Waughs Ferry Road off of Rt. 130 regarding ditch cleaning and why the road was not on this list. Mr. Brown replied it was listed on the unpaved road list.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Tucker and with the following vote, the Board approved the priority list ranking as proposed and amended.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

- B. Ordinance 2022-0004, amending and reenacting Chapter 10, Offenses and Miscellaneous Provisions, Article V, Abatement of Refuse and Weeds.

County Attorney Mark Popovich addressed the Board and said this proposed amendment is to allow for imposition of civil penalties to address refuse and weeds throughout the county.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Ayers and with the following vote, the Board adopted Ordinance 2022-0004 as presented.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None



ABSENT: None

- C. Ordinance 2022-0005, amending and reenacting Chapter 9, Motor Vehicles and Traffic, Article VI, Inoperable, Abandoned, and Unattended Vehicles; Parking Violations, Division 3, Inoperable Motor Vehicles, Section 9-173, Penalty.

County Attorney Mark Popovich addressed the Board and said this proposed amendment is to allow for the imposition of civil penalties to address abandoned vehicles throughout the county.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Ayers and with the following vote, the Board adopted Ordinance 2022-0005 as presented.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

- D. Ordinance 2022-0008, amending Secs. 5-16 and 5-17, Chapter 5, Elections, Article II. Election Districts

County Attorney Mark Popovich explained that under the U.S. Constitution and the Virginia Constitution, you are required to evaluate election districts every ten years based on the recent U.S. Census.

Mr. Popovich said the result of the census was that Districts 4 and 5 needed to be adjusted with citizens moving from one to another.

Mr. Popovich announced that he was in receipt of the official Certification of No Objection from the Attorney General with no objection and it was approved.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Wade and with the following vote, the Board adopted Ordinance 2022-0008 as presented.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade  
NAY: None  
ABSENT: None

E. Special Exception 2022-108 Alice Primm

Community Development Director Jeremy Bryant addressed the Board regarding a special exception request by Alice Primm for a short-term tourist rental located at 779 River Road in Amherst County.

Mr. Bryant said the dwelling borders River Road, the James River and Harris Creek and is located outside the 100 year flood way. He advised the Planning Commission recommended approval of the conditions stated.

The Public Hearing was opened.

Proponents: None  
Opponents: None

The Public Hearing was closed.

By motion of Supervisor Ayers and with the following vote, the Board approved the request with the conditions recommended by the Planning Commission.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade  
NAY: None  
ABSENT: None

F. Special Exception 2022-162 Wilson Blanchard

Community Development Director Jeremy Bryant addressed the Board regarding special exception 2022-612 by Wilson Blanchard to allow a wedding venue, special event venue, fishing and hunting retreat, short-term tourist rental of eight (8) existing apartments, and the main dwelling located at 369 Kenmore Road.

Mr. Bryant advised the apartments are legal and non-conforming structures and were built before Amherst County had zoning regulations in 1982. He said the Health Department was consulted regarding compliance and the applicant is working with VDOT concerning the entrance. Mr. Bryant said the Planning Commission recommended approval this request

The Public Hearing was opened.

Proponents: Mr. Wilson Blanchard addressed the Board and stated he met with Jeremy Bryant, Sara Nichols of the Amherst Health Department and Jeff Kessler of VDOT and would comply with all of the requirements.

Opponents: None

The Public Hearing was closed.

By motion of Chairman Pugh and with the following vote, the Board approved the request with the conditions recommended by the Planning Commission.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

G. Special Exception 2022-117 Seese Construction & Mgmt LLC  
Community Development Director Jeremy Bryant addressed the Board regarding a special exception by Seese Construction & Mgmt. LLC to allow installation of a 1,000-gallon propane tank in the commercial district and to be located at Tractor Supply, 912 Amelon Square in Madison Heights.

Mr. Bryant advised that both the Building Code and Fire Code regulations require a certain distance for setbacks. He said the Building and Fire officials have reviewed this request and will also review the building permit phase.

He said the proposed propane tank will be over 300 feet from Amelon Elementary School and is in compliance with the minimum set back standards and also exceeds other standards.

The Public Hearing was opened

Proponents: None

Opponents: None



The Public Hearing was closed.

By motion of Supervisor Wade and with the following vote, the Board approved the request with the conditions recommended by the Planning Commission.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade  
NAY: None  
ABSENT: None

## **VI. Consent Agenda**

By motion of Supervisor Tucker and with the following vote, the Board approved the Consent Agenda for May 17, 2022.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade  
NAY: None  
ABSENT: None

### **A. Appropriation of Revenue-Commonwealth's Attorney**

It was moved that the Board approve the appropriation of funds from the State Compensation Board in the amount of \$3,746.45 to the Commonwealth's Attorney's budget as presented.

### **B. Appropriation of Revenue - Sheriff's Office**

It was moved that the Board approve the appropriation of funds as described.

### **C. Minutes - April 19, 2022**

It was moved that the Board adopt the Minutes of April 19, 2022.

## **VII. Old Business**

### **A. Madison Heights Master Plan Update - EPR**

Community Development Director Jeremy Bryant introduced Vlad Gavrilovic, principal with EPR that the County is using for the Madison Heights Master Plan.

Mr. Gavrilovic addressed the Board and said the future would be to provide economic development, future growth and expanded public services, reinforce the sense of community and improve the quality of life. He then presented a

slide presentation that outlined the project including the roles in this process that included support by a Staff Committee, a Steering Committee, a Consultant Team, stakeholders and the public. In addition, a project schedule was provided and a survey link to receive input from the public. (See Attachment 1)

Chairman Pugh thanked Mr. Gavrilovic for his presentation and said that public involvement is very important.

Vice-Chair Martin said the stakeholders would like to add residents and not just property owners, as well as access management through the business corridor to improve traffic safety through VDOT, economic development to attract new businesses in the area and improve the appearance.

## **VIII. New Business**

### **A. Building Appeals Board Charter Change**

Public Safety Director Sam Bryant addressed the Board and explained the charter change would combine the Building Appeals and Fire Appeals Boards to allow appeals to move much quicker and be heard at the local level.

By motion of Supervisor Tucker and with the following vote, the Board approved the charter changes as presented.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

### **B. Monelison Volunteer Rescue Squad Generator Request**

Public Safety Director Sam Bryant addressed the Board to request funding for the installation of a generator at Station One. He said the cost would be \$44,770.00 for a 55KW generator, and asked the Board to approve funding from the Emergency Services Council capital fund.

By motion of Supervisor Ayers and with the following vote, the Board



approved funding from the Emergency Services Council capital fund for the purchase and installation of a generator at Monelison Station One.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

#### C. Pedlar Fire Department Request

Public Safety Director Sam Bryant addressed the Board regarding a request by the Pedlar Volunteer Fire Department to fund one-half of the cost of a propane generator. Mr. Bryant said the Emergency Services Council recommended approval of one-half of the cost, which would be \$12,525.88 for this appropriation.

By motion of Supervisor Ayers and with the following vote, the Board approved funding from the Amherst County Emergency Services Council capital budget to pay for one half of a generator for Pedlar Volunteer Fire Department.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

#### D. Modern Fire Dynamics Class

Public Safety Director Sam Bryant addressed the Board and said this class would benefit members with the dynamics of fire, teach Firefighters and EMTs to be offensive or defensive to safely put out a fire. He said this is a 10-hour class that would be taught by a local fire captain.

Supervisor Wade asked Mr. Bryant for clarification of the \$1,500 cost. Mr. Bryant replied the \$1,500 cost is for the entire class, the instructor and props.

By motion of Chairman Pugh and with the following vote, the Board approved funding from the Emergency Services Council fund to pay for the Modern Fire Dynamics class.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

#### E. Appropriation for Expenditure - Tourism

Director of Recreation and Tourism Randy Nixon addressed the Board regarding an appropriation of \$2,075 from the Tourism Reserve Fund to

update the Tourism website. He said the website is currently not on-line nor available to the public.

Mr. Nixon said that DCD Designs Studios was selected to complete the update at a cost of \$2,075 and he requested the Board to approve this appropriation from the Tourism Reserve Fund.

Supervisor Tucker understood that the costs were shared between Recreation and the Chamber of Commerce.

County Administrator Rodgers said this expense would be paid out of the Tourism Fund, which those funds come from the lodging tax. The contract with the Chamber is to operate the Visitors Center and is not part of the Chamber's budget.

Vice-Chair Martin remarked that Tourism should work with the Chamber and the EDA. Mr. Nixon agreed.

By motion of Vice-Chair Martin and with the following vote, the Board approved the appropriation of funds from the Tourism Reserve Fund in the amount of \$2,075.00 to the Tourism budget.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

## **IX. County Administrator's Report**

### **A. Boards/Commissions/Committees - Parks and Recreation Board vacancy**

County Administrator Rodgers addressed the Board regarding the appointment of an individual to the Amherst County Parks & Recreation Board.

Mr. Rodgers said the term of Ms. JoJo Allcock, the District 4 representative on the Amherst County Parks and Recreation Board, will expire on December 31, 2025. Due to Ms. Allcock's untimely passing, her term remains unexpired.

Staff advertised the vacancy in the New Era Progress on April 21, 2022 and in the News & Advance on April 24, 2022, and the closing date was May 6, 2022. Staff received one letter of interest from Mrs. Sara Lu Christian. No additional letters of interest were received.



Both Chairman Pugh and Vice-Chair Martin agreed that Mrs. Christian's expertise would be valuable as a member of the Parks & Recreation Board.

By motion of Vice-Chair Martin and with the following vote, the Board appointed Sara Lu Christian to the Amherst County Parks and Recreation Board for a term ending December 31, 2025.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade  
NAY: None  
ABSENT: None

**B. Commemorative Resolution 2022-0005 Bill Wydner**

County Administrator Rodgers presented to the Board a commemorative resolution honoring Mr. Bill Wydner.

Supervisor Tucker thanked the staff for preparing the resolution and said the Chamber of Commerce had requested it be read by Vice-Chair Martin at their next meeting.

Chairman Pugh said he knew Mr. Wydner for many years and he was a very gracious person who was happy to see Amherst Mill go on to "better hands".

Vice-Chair Martin said that Chief Wydner served in the Amherst Fire Department for many years as Fire Chief until 2003, and was involved with the purchase of the AFD tanker. Vice-Chair Martin said Mr. Wydner had lasting effects on that department.

By motion of Vice-Chair Martin and with the following vote, the Board adopted Commemorative Resolution 2022-0005-CR as presented.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade  
NAY: None  
ABSENT: None

**X. County Attorney's Report**

The County Attorney had no matter to discuss.

**XI. Liaison and Committee Reports**

A. Agriculture Committee - Claudia Tucker

Supervisor Tucker reported that she and Supervisor Ayers traveled to Pittsylvania County with a group from Nelson and toured the Olde Dominion Agricultural Complex in Chatham. She said the study report has come back and the next step is to have a joint board meeting to discuss the purchase of this land.

Supervisor Ayers said that the agricultural center was very impressive and provides training opportunities for students and adults. He said the County needs to decide if it wants to move forward with purchasing the proposed property.

Chairman Pugh said he has visited the facility and understood it was paid for by Tobacco Commission money, the Farm Bureau and the State, which shows that there are many avenues to receive funding.

Supervisor Ayer said there are many opportunities for alternative funding from different foundations as well as anonymous donors. He said having a CTE School to invest in education and trade schools would offer many benefits.

B. School Board - Claudia Tucker

Supervisor Tucker said Dr. Wells was welcomed as the new School Superintendent and she looks forward to working with him.

C. Parks, Recreation & Cultural Development Board- Tom Martin

Vice-Chair Martin reported on the following from the Recreation meeting last night:

The Board met the new Recreation Director, Randal Nixon; there were over 40 applicants who applied for the Recreation Specialist position; and everyone was aware of the survey at Mill Creek Lake. He also reported ground breaking for Scentral Bark is scheduled for Oct 1; the Director is working on a soccer program for children with special needs; working to bring a national archery tournament to the County; the Easter egg hunt was a success; senior activities at Second Stage will reopen on Mondays and Tuesdays; working on a way to better publicize special events; and tickets to both theme parks are available at the Recreation office.

D. Lynchburg Regional Business Alliance, Government Relations Committee, May 3, 2022.

For information only.

- E. Blue Ridge Regional Jail Board of Directors Meeting, May 5, 2022.

For information only.

## **XII. Departmental Reports**

### **A. Transfer Station Update - Public Works**

Public Works Director Brian Thacker addressed the Board with an update on the transfer station.

Mr. Thacker said completion of the project is approximately 90%, which includes the transfer station, maintenance shop, the fuel island and an extension to the administration building. DEQ will come on June 17 for a final inspection. He said most equipment has been ordered and received, the landfill is being repaved and waiting for internet installation.

Chairman Pugh asked about the semi-trailers at the landfill and did not recall that the County bought those. Mr. Thacker replied that was made available as part of the refinancing money that Mrs. McBride brought before the Board in October 2020. A part of that money was for the tractors and trailers, and it was also based on a cost analysis to do in-house instead of subbing it out. This would save the County 45-50%. He said with the uncapping of the backside of the landfill, it is anticipated this would extend the life for an additional 18 to 24 months. Mr. Thacker said there may be other factors that could prolong the use of the landfill for 2-3 years.

Chairman Pugh said he was concerned about the cost of diesel fuel and any savings would be "eaten up" by the cost of fuel to haul the trash from the County.

Vice-Chair Martin asked if it would be two to three years before trash is hauled out of the county. Mr. Thacker replied yes.

### **B. Budget Status Report as of March 31, 2022**

Finance Director Stacy McBride reported to the Board that when she ran the numbers in March, the personal property "thing" popped right back up and pointed out we are going to have that same \$1M set aside in 2023 available in 2022.

She said we had an excess of personal property tax revenue in both years and



will give back part of it in 2023, but will see this \$1M again in 2022 when we close the books. She said we did not budget for that.

Mrs. McBride said this will be "one-time money you are going to have at the end of this year in your pot".

C. General Fund Availability Report

For information only.

**XIII. Citizen Comment**

There was no public comment.

**XIV. Matters from Members of the Board of Supervisors**

Chair Pugh had no matter to discuss.

Vice-Chair Martin had no matter to discuss.

Supervisor Ayers had no matter to discuss.

Supervisor Tucker had no matter to discuss.

Supervisor Wade had no matter to discuss.

**XV. Closed Session**

- A. A closed session pursuant to VA Code Section 2.2-3711, Subsection (A)(3), for the purpose of discussion related to 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, specifically related to the acquisition of properties located in District 2 and District 5.

Chairman Pugh motioned that the Amherst County Board of Supervisors convene in closed session pursuant to VA Code Section 2.2-3711, Subsection (A)(3), for the purpose of discussion related to 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, specifically

related to the acquisition of properties located in District 2 and District 5.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

Chairman Pugh motioned to come out of closed session and was approved with the following vote:

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

#### **XVI. Certification of Closed Session**

Chairman Pugh motioned that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Mr. Pugh: AYE

Mr. Martin: AYE

Mr. Ayers: AYE

Mrs. Tucker: AYE

Mr. Wade: AYE

#### **XVII Adjournment**

By motion of Vice-Chair Martin and with the following vote, the Board adjourned at 9:00 p.m.

AYE: Mr. Pugh, Mr. Martin, Mr. Ayers, Mrs. Tucker and Mr. Wade

NAY: None

ABSENT: None

A handwritten signature in black ink, appearing to read 'D. W. Pugh, Jr.', written over a horizontal line.

David W. Pugh, Jr., Chair  
Amherst County Board of Supervisors

A handwritten signature in blue ink, appearing to read 'D. C. Rodgers', written over a horizontal line.

Dean C. Rodgers, Clerk





# Madison Heights Master Plan

## Board of Supervisors Briefing

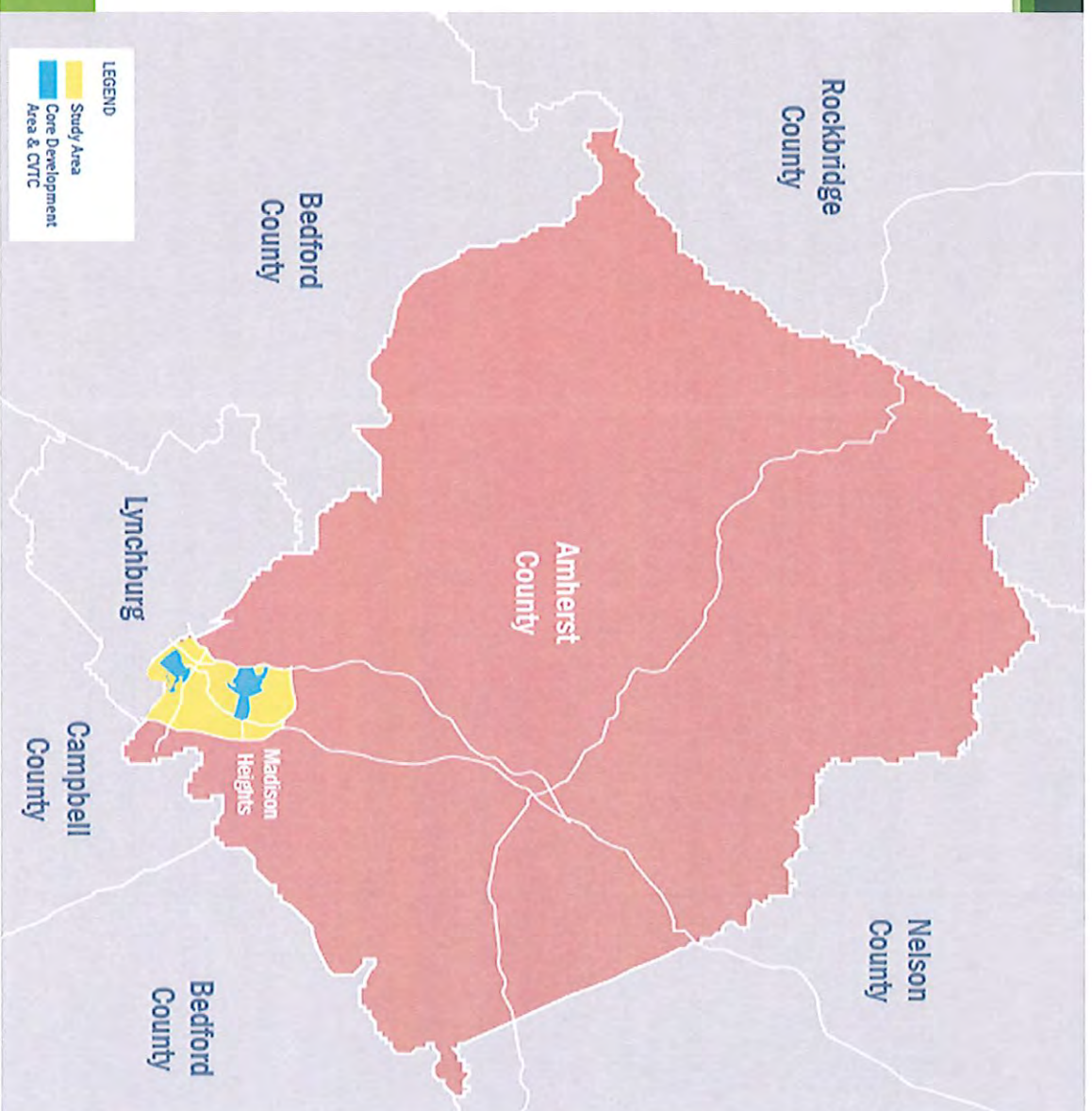
May 17, 2022



# What is this project?

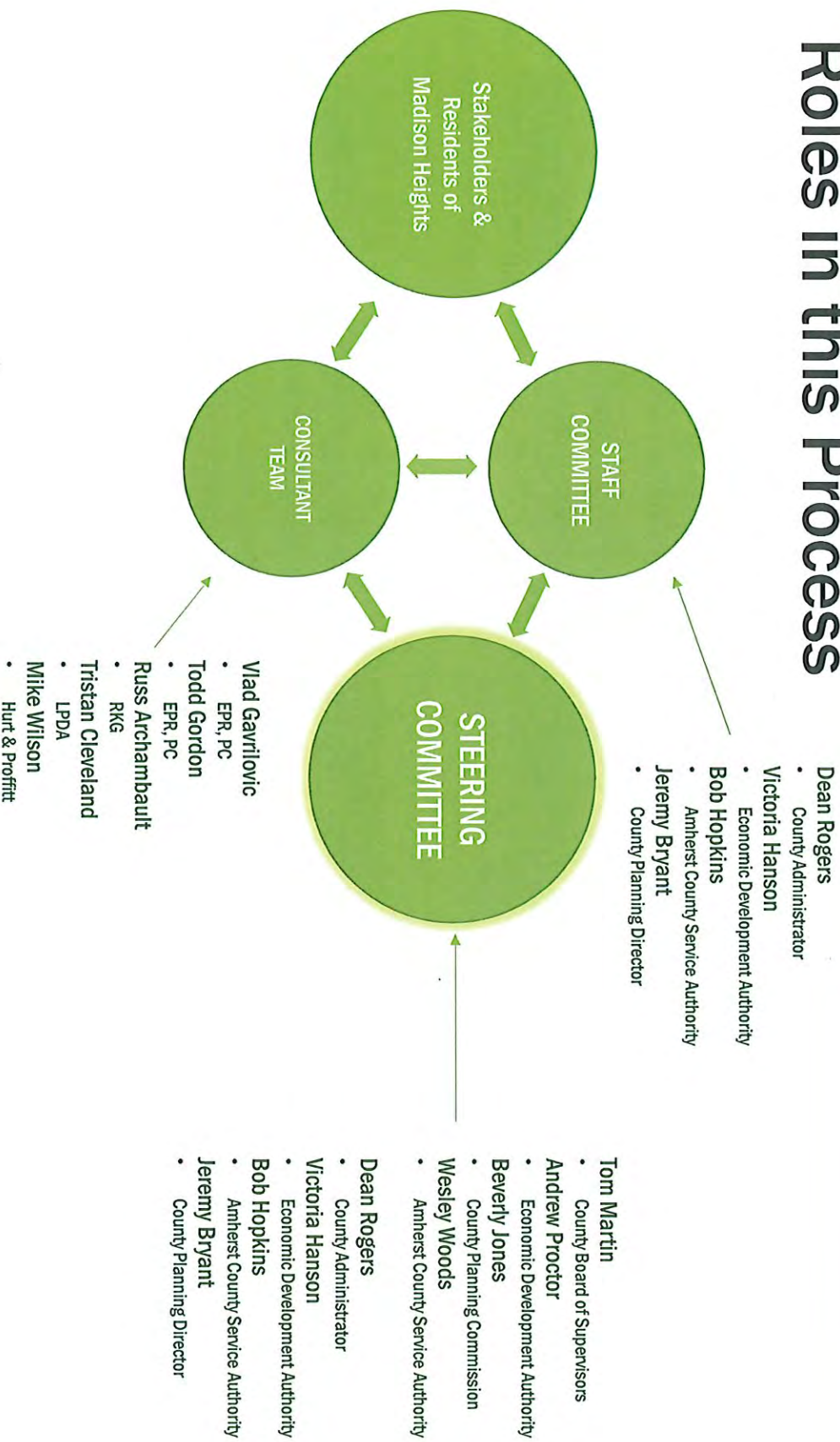
A “blueprint” for the future of the Madison Heights area to:

- provide economic development through future growth and expanded public services in the area.
- reinforce the sense of community
- improve the quality of life

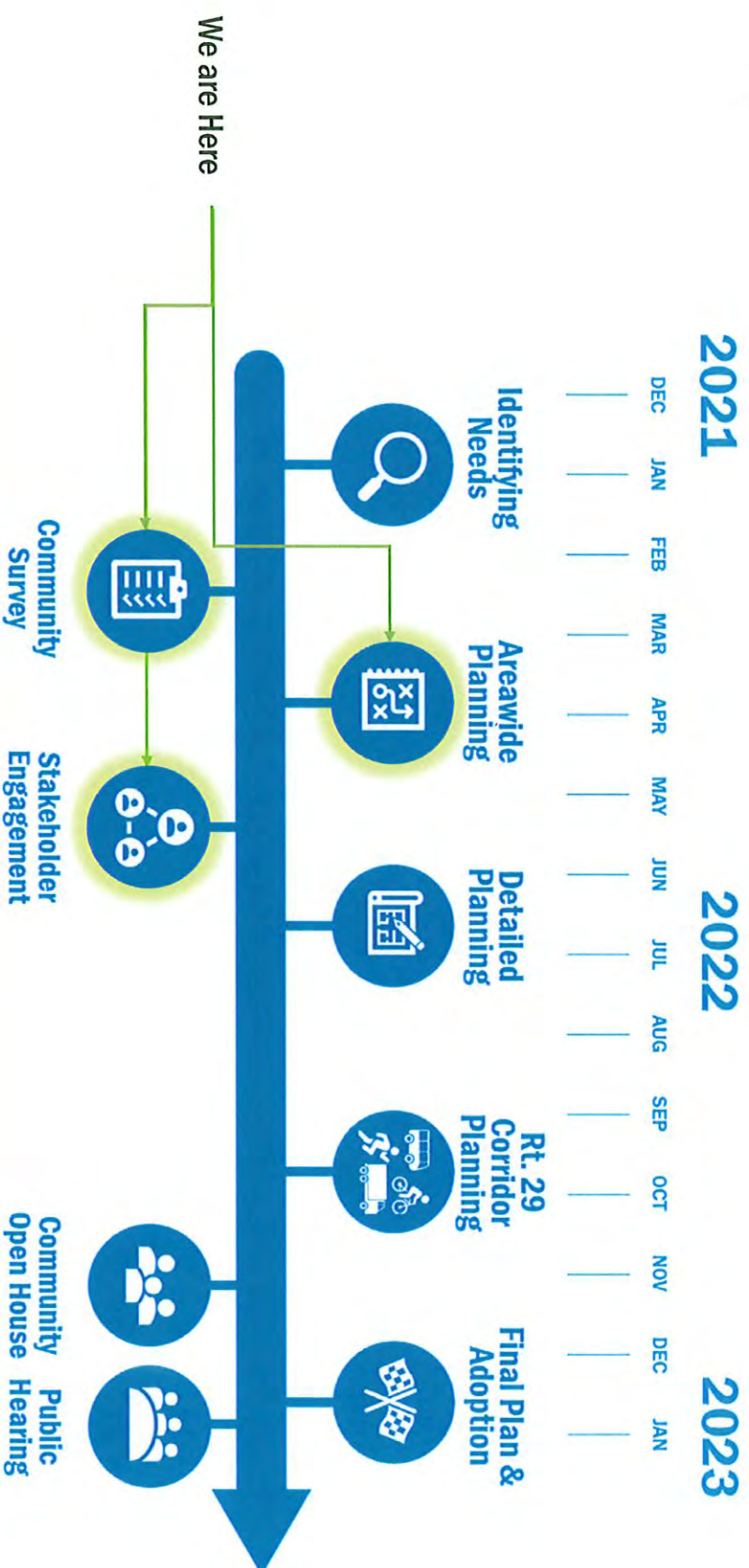




# Roles in this Process



# Project Schedule

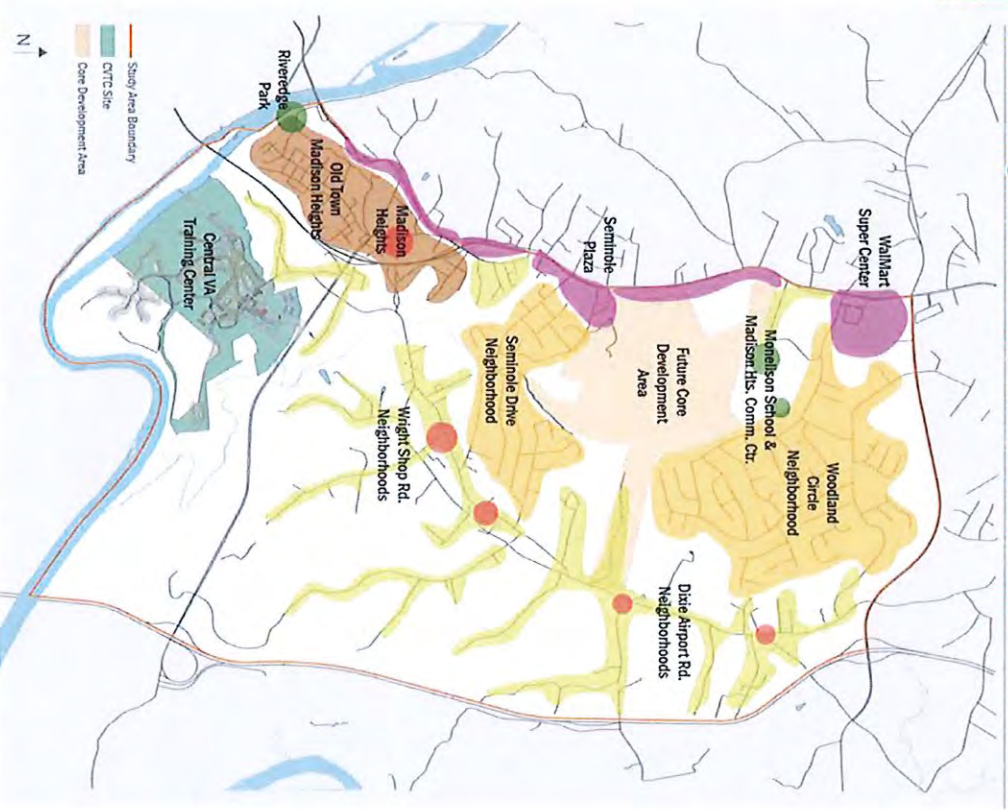




# How do we bring a unified vision to Madison Heights?

- Major Residential Neighborhoods
- Smaller Residential Neighborhoods
- Small Crossroads Communities
- Old Town Madison Heights Neighborhoods
- Strip Commercial Development
- Public/Community Facilities

Madison Heights Master Plan / Existing Neighborhood Structure



# Where are we now?

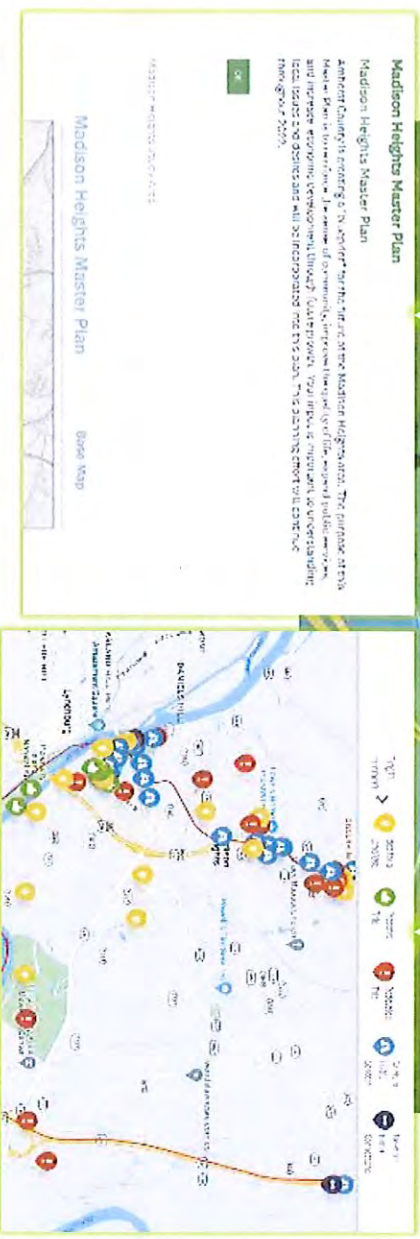
## Promoting the Surveys:

<https://www.envisionmadisonheights.com/>

## May Stakeholder

### Meetings:

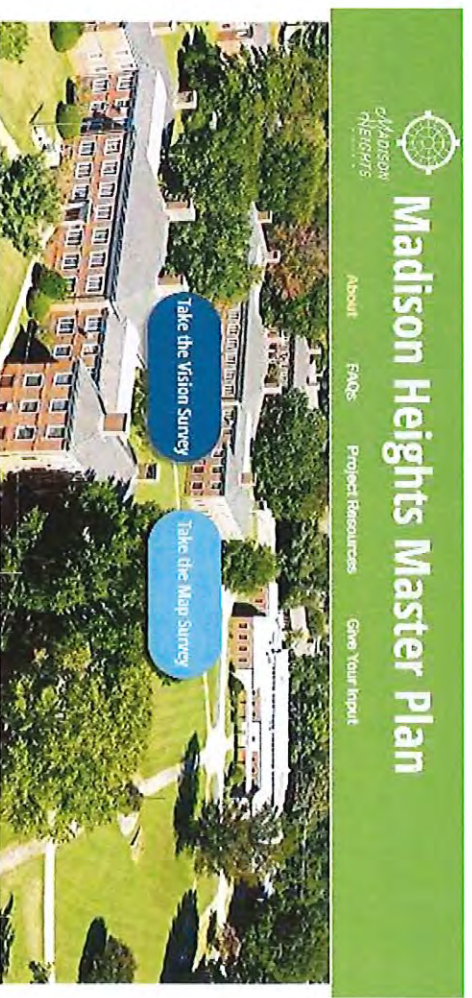
- County leadership
- Business interests
- Property owners
- Institutions





## Discussion:

- Your hopes for this study?
- Issues/ Opportunities you see?
- What will success look like?







# Madison Heights Master Plan

## Board of Supervisors Briefing

May 17, 2022

**COMPREHENSIVE  
AGREEMENT**

**Between**

**AMHERST COUNTY**

**And**

**PRICE BUILDINGS, INC.**

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For Design & Construction of a Solid Waste Transfer Station at the Amherst County Landfill, a  
New Solid Waste Convenience Center on Boxwood Farm Road, and Modifications to the  
Existing Coolwell Road Solid Waste Convenience Center

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**EXHIBITS**

- A — Land
- B — Scope of Work
- C — Clarifications and Assumptions
- D — Draw Schedule
- E — Project Schedule/Milestones
- F — Payment Application
- G — Items and Price Summary Sheets
- H — List of Extended Warranties
- I — Performance & Payment Bonds
- J — Insurance Certificate
- K — Contractor Summary Scope of Work and Other Related Documents
- L — Vendors Certification
- M — Standard Disclaimer
- N — Contractor Eligibility Certification
- O — Environmental Conditions
- P — Proposal Requirements and Non-Collusion Statement

**THIS COMPREHENSIVE AGREEMENT** ("Agreement") is entered into effective as of this 21st day of January, 2020 (the "Effective Date"), by and between: **Amherst County, Virginia**, a political subdivision of the Commonwealth of Virginia ("**Owner**"), and **Price Buildings, Inc.**, a Virginia corporation ("**Contractor**") 1111 Callaway Road, Rocky Mount, Virginia 24151.

**Recitals:**

R-1. The Owner has adopted procedures to implement the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 ("PPEA"), Section 56-575.1, *et seq.*, of the Code of Virginia, 1950, as amended.

R-2. On Friday, July 12, 2019, the Owner solicited PPEA proposals for the construction of a Solid Waste Transfer Station, the upgrade of the Coolwell Road Convenience Center and the construction of a new convenience center on Boxwood Farm Road.

R-3. By the closing date, August 23, 2019, the Owner received three (3) solicited proposals, those being G&H Contracting Inc., Glass & Associates, Inc., and Price Buildings, Inc. who expressed interest in the project.

R-4. The Owner accepted all three (3) proposals and invited all three (3) contractors to present their proposals before a County evaluation committee. The Owner conducted two (2) interviews with each of the three (3) proposers. The Owner determined that proceeding with the procurement process with Price Buildings, Inc., using competitive negotiation procedures was likely to be advantageous to the Owner and the public based upon probable scope, complexity, or urgency of the Project, risk sharing and added value, and economic benefit from the Project that would not otherwise be available.

R-5. The Owner received additional information from Price Buildings, Inc., as part of the negotiation during the conceptual phase and it subsequently invited the proposer to submit a detailed phase proposal, which the proposer did.

R-6. The Owner subsequently conducted additional negotiations with Price Buildings, Inc., arriving at the terms and conditions of proposed comprehensive agreement. Based upon the proposers' proposals, presentations and the negotiations, the Owner determined that the Project is a qualifying project that serves the public purpose of the PPEA under the criteria of Va. Code § 56-575.4(C) and would be in the public interest to pursue.

R-7. Amherst County ("Owner") has selected Price Buildings, Inc. ("Contractor"), for entry into a comprehensive agreement for the Project, and the Owner and Contractor now wish to enter into this Comprehensive Agreement for the Project.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereby covenant, agree, and bind themselves as follows:

## **ARTICLE I**

### **DEFINITIONS**

The following definitions apply to this Agreement:

- 1.1. **Architect - Engineer or A-E** means Contractor's design professional Person responsible for the architectural and engineering services for the Project, including, without limitation, its design. Contractor has identified its proposed A-E for the Project in its proposals to the Owner, and Contractor shall use the identified A-E for the Project unless the Owner approves otherwise in writing.
- 1.2. **Change** means any addition to, deletion from, or modification of the Project or the Services that is made in accordance with the provisions of this Agreement. A Change may be made by a written Change Order if Owner and Contractor agree as to adjustments to the CCL or GMP, as applicable, and schedule, or unilaterally by the Owner by a written Change Directive, with any adjustments to the CCL or GMP, as applicable, and schedule, to be determined subsequently pursuant to Article XVII of this Agreement.
- 1.3. **Change Directive** means a written order by the Owner, specifically identified as a Change Directive, directing a Change.
- 1.4. **Change Order** means a Change made by a written agreement in which the Owner and Contractor have indicated agreement as to the Change and adjustments to price and schedule due to the Change and have evidenced their agreement by executing the written agreement.
- 1.5. **Codes and Standards** means all local, state and federal regulations, ordinances, codes, laws, or requirements applicable to the Project, including, without limitation, the Virginia Uniform Statewide Building Code and the standards, permits, and regulations of the Virginia Department of Environmental Quality (DEQ).
- 1.6. **Contract Cost Limit ("CCL")** means the initial limit established at the time of execution of this Agreement on total amounts payable to the Contractor under this Agreement absent a Change pursuant to this Agreement.
- 1.7. **Contract Documents** means the following listed in their order of precedence:
  - a. Any written modifications to this Comprehensive Agreement made in accordance with this Comprehensive Agreement;
  - b. Any written Change Orders made in accordance with this Agreement;
  - c. Any written Change Directives issued in accordance with this Agreement;
  - d. This Comprehensive Agreement, including all exhibits thereto;



- e. The Construction Documents, which are the final Plans and Specifications that are approved by the Owner, Architect, and Contractor;
  - f. Plans and Specifications that are approved by the Owner, A-E, and Contractor.
  - g. Documents incorporated by reference by this Agreement;
  - h. Contractor's Detailed-Phase Proposal; and
  - i. Contractor's Conceptual-Phase Proposal.
- 1.8. **Day** means a calendar day, and "days" means calendar days, unless the contrary is expressly indicated.
- 1.9. **Drawings** means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.10. **Draw Schedule** means the schedule attached hereto as Exhibit D to be used as a basis for payment of the Fixed Fees component of payments to Contractor, setting forth the anticipated completion date of the various components of the Project and the value assigned to those different components.
- 1.11. **Fixed Fees** mean the amounts payable to the Contractor as specified in Section 5.4 for the Services in addition to Reimbursable Costs.
- 1.12. **Final Completion of Work, Final Completion or final completion** means completion in conformance with this Agreement, the Construction Documents, and other Contract Documents of all of the work required by this Agreement, including without limitation, punch list items, but not including warranty items.
- 1.13. **Guaranteed Maximum Price ("GMP")** means the amount less than the CCL established following design as the maximum amount payable to the Contractor absent a Change.
- 1.14. **Land** means the real property described in Exhibit A hereto.
- 1.15. **Contractor** means Price Buildings, Inc.
- 1.16. **Owner** means Amherst County, Virginia.
- 1.17. **Owner's Representative** means that individual designated by the Owner in writing to perform the functions of Owner's Representative specified in this Agreement.
- 1.18. **Person** means any individual, partnership, joint venture, association, joint-stock company, corporation, limited liability company, trust, unincorporated organization, government, or any agency or political subdivision thereof.

- 1.19. **Plans and Specifications** mean the surveys, plans and specifications that Contractor causes to be prepared for the Project that are approved by the Owner, A-E, and Contractor.
- 1.20. **Project** means the design & construction of a Solid Waste Transfer Station on the Amherst County landfill site, a new convenience center on Boxwood Farm Road, and modifications to the existing Coolwell Road convenience center to be constructed by Contractor on the Land in accordance with the Construction Documents and the terms of this Agreement, and any related upgrades ordered by Change or Change Order.
- 1.21. **Project Schedule** means the schedule for construction of the Project, which, in its initial version, is set forth in Exhibit E attached hereto.
- 1.22. **Punch List Items** means a list of items of work to be completed and deficiencies to be corrected, identified by the Owner's Representative or A-E, that do not affect the attainment of Substantial Completion. If the Owner's Representative and A-E do not agree as to an item or items, any such items not agreed upon shall be considered a punch list item until a contrary determination is made pursuant to Article XVII of this Agreement. Such items must be complete before Final Completion can take place.
- 1.23. **Reimbursable Costs** mean the amounts payable to the Contractor as specified in Section 5.3 for the Services in addition to the Fixed Fees.
- 1.24. **Requisition** means an application for payment in the form attached as Exhibit F.
- 1.25. **Scope of Work** means all the work for the Project to be provided by Contractor within the CCL and GMP, except as modified by any Change.
- 1.26. **Services** means all pre-construction and development services and all architectural and engineering design, procurement and construction services related to the Project furnished by Contractor, including, without limitation, all labor, services, materials and facilities, and all other things that are required to provide for the development of the site and the design, construction and equipping of the Project.
- 1.27. **Shop Drawings** means drawings, diagrams, schedules and other data specially prepared for the work by the Contractor, Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work.
- 1.28. **Specifications** means that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.29. **Substantial Completion** means the date determined by inspection by the Owner's Representative and A-E that construction of the Project is so sufficiently complete in accordance with the Construction Documents, including having obtained a final occupancy permit, that it may be utilized for its intended use, including that the Project is ready to accept move-in by the Owner and all life/safety items are operational.

**ARTICLE II**  
**GENERAL DESCRIPTION, TERM OF AGREEMENT, AND**  
**CONTRACTOR'S STATUS AS INDEPENDENT CONTRACTOR**

**2.1. GENERAL DESCRIPTION.**

Contractor shall provide to the Owner site design and development services, design services, and construction services for the construction of a Solid Waste Transfer Station at the Amherst County landfill, construction of a new solid waste convenience center on Boxwood Farm Road, and modifications to the existing Coolwell Road convenience center (the "Project"). Contractor shall provide these services as a design-builder. Contractor generally will be compensated its Reimbursable Costs plus Fixed Fees subject to the terms of this Agreement but shall be responsible for ensuring that the total cost of the Project to Owner does not exceed the Contract Cost Limit ("CCL") established by this Agreement. Pursuant to this Agreement, Contractor shall develop a design in order to arrive at a Guaranteed Maximum Price ("GMP") for the Project that shall not exceed the CCL except to the extent adjusted pursuant to this Agreement. Contractor will be responsible for completing the Project so that payments by Owner shall not exceed the GMP, as adjusted by this Agreement, even if the costs to Contractor to do so exceed the GMP. Savings below the GMP shall be divided between the Owner and Contractor in accordance with the terms of this Agreement. Because this is a design-build project, Owner makes no warranty to Contractor, express or implied, regarding any design for the Project. Rather, Contractor and its A-E warrant that all design and design services meet the highest standard of care in Virginia for the applicable design professional providing such design or services.

**2.2. TERM OF AGREEMENT.**

This Agreement begins on the Effective Date indicated at the beginning of the Agreement, which is the date of approval by the Amherst County Board of Supervisors of this Agreement and continues until its termination pursuant to Article XVIII or until all obligations under this Agreement have been performed.

**2.3. INDEPENDENT CONTRACTOR.**

For all purposes hereunder, Contractor is an independent contractor and shall not be deemed an agent, employee or partner of the Owner.

**2.4. SUBCONTRACTORS.**

Contractor may subcontract any portion of the Services to be performed hereunder, but Contractor shall not thereby be relieved of any of its obligations set forth herein. Contractor shall furnish to the Owner's Representative, for his or her information, not later than ten (10) days before the date scheduled for issuance of the notice to proceed with construction, a list of all Persons being considered to be subcontractors to the Contractor for construction tasks related to the Project. The Owner's Representative shall, within five (5) days of receipt of this list, notify Contractor in writing if it has any objection to any such subcontractor. A failure to notify Contractor within this five-day period shall not waive the right of the Owner's Representative to later object to any proposed subcontractor for cause. The receipt of such list shall not require the Owner's

Representative to investigate the qualifications of any listed subcontractor. Prior to performing any Work on the Project, the Contractor and subcontractors shall provide copies of their current professional licenses, if any are required for their subcontracted work, to the Owner's Representative.

### **ARTICLE III** **THE WORK**

#### **3.1. WORK/SPECIFICATIONS.**

- a. The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the Project in a workmanlike manner and within the Project Schedule.
- b. The Owner shall have the right to add to the Scope of Work to be performed under this Agreement, including, without limitation, work to be performed at the Land or other Owner facilities, and Contractor agrees to perform such work, subject to issuance of a Change Directive or a Change Order for such work. Contractor agrees to promptly meet and confer with the Owner regarding added scope of work proposed by Owner.

#### **3.2. CONDITIONS AFFECTING THE WORK.**

- a. The Contractor is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or its costs, including, but not limited to available parking and staging areas and existing building materials and components. Any failure by the Contractor to reasonably ascertain the conditions affecting the work does not relieve the Contractor from responsibility for successfully performing the work without additional expense to the Owner. The Owner assumes no responsibility for any representations concerning conditions made by any of its officers, employees or agents before execution of this Agreement unless such representations are expressly stated in the Agreement.
- b. Owner has furnished Contractor copies of the following reports about which Owner makes no representation or warranty regarding their accuracy:
  - 1) Asbestos Survey
  - 2) Sanitary sewer layout within the boundaries of the proposed project.

#### **3.3. INTERPRETATION OF CONTRACT DOCUMENTS.**

- a. The Contract Documents are intended to be complementary and to be interpreted in harmony to avoid conflict if this can reasonably be accomplished.

- b. The following rules regarding correlation and intent of the Contract Documents are first to be employed in the event of any inconsistency, conflict, or ambiguity: (1) Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, is of like effect as if shown or mentioned in both; (2) In case of conflicts between Plans and Specifications, the Specifications will govern; (3) In case of a difference between small and large-scale Drawings, the large-scale Drawings will govern; (4) Schedules on any contract Drawing take precedence over conflicting information on that or any other contract Drawing; (5) On any of the Drawings in which a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will apply also to all other like portions of the work.
- c. If, despite application of the rules in 3.3.b, an inconsistency, conflict, or ambiguity still exists between or among the Contract Documents that cannot be reasonably harmonized, then precedence shall be given to the Contract Documents in the order in which they are enumerated in Section 1.7 of this Agreement.

## **ARTICLE IV**

### **PROJECT DEVELOPMENT**

#### **4.1. DESIGN AND CONSTRUCTION.**

The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, Drawings, plans, Specifications, and other services furnished by the Contractor under this Agreement.

#### **4.2. DRAWINGS AND SPECIFICATIONS.**

Based upon the Scope of Work and/or requirements furnished by the Owner in writing and included herein, the Contractor shall prepare the complete contract working plans and Specifications. All design submissions for this Project shall be made in both paper drawing/document form and CADD electronic file form. The minimum scale for building Drawings shall be 1/8 inch = 1 foot except for small scale Drawings of the floor plan of the entire building with space tabulation. Design submissions shall be made as outlined below. The Owner's review and/or approval period shall be in accordance with the Project Schedule Milestones (see Exhibit E), for each of the following submissions, except that for good cause shown the Owner's Representative may extend the date by ten (10) days.

- a. **10% Schematic Design Development Submission:**

Following a kick-off meeting, the Contractor shall prepare a 10% Schematic Design submission in accordance with Exhibit K. Contractor shall submit the 10% Schematic Design submission to the Owner for review and approval in accordance with the Project Schedule shown in Exhibit E. The Owner review period will be in accordance with the Project Schedule shown in Exhibit E.

- b. **35% Design Development Submission:**



Following receipt of Owner's approval of the 10% Schematic Design submission, the Contractor shall prepare a 35% Design Development submission in accordance with Exhibit K. Contractor shall submit the 35% Design Development submission to the Owner for review and approval in accordance with the Project Schedule shown in Exhibit E. It is understood that the Owner has the option in its sole discretion to perform a value engineering study during this period. The 65% Construction Documents submission shall reflect value engineering revisions directed by the Owner at no additional cost to Owner. The Owner review period will be in accordance with the Project Schedule shown in Exhibit E.

c. **65% Construction Documents Submission:**

Following receipt of Owner's approval of the 35% Design Development submission, the Contractor shall prepare a 65% Construction Documents submission in accordance with Exhibit K. Contractor shall submit the 65% Construction Documents submission to the Owner for review and approval in accordance with the Project Schedule shown in Exhibit E. Intermediate submissions may be made for the design of foundations, structural steel, and other items or systems requiring either advance procurement or construction start prior to the completion of the overall design in accordance with the approved schedule. The Owner review period will be in accordance with the Project Schedule shown in Exhibit E.

d. **95% Construction Documents Submission:**

Following receipt of Owner's approval of the 65% Construction Documents submission, the Contractor shall prepare a 95% Construction Documents submission in accordance with Exhibit K. Contractor shall submit the 95% Construction Documents submission to the Owner for review and approval in accordance with the Project Schedule shown in Exhibit E. On an exception basis, intermediate submissions may be provided for the design of foundations, structural steel and other items or systems requiring either advance procurement or construction start prior to the completion of the overall design in accordance with the approved schedule. The Owner review period will be in accordance with the Project Schedule shown in Exhibit E.

e. **100% Construction Documents Submission:**

Following receipt of Owner's approval of the 95% Construction Documents submission, the Contractor shall prepare a 100% Construction Documents submission in accordance with Exhibit K. Contractor shall submit the 100% Construction Documents submission to the Owner for review and approval in accordance with the Project Schedule shown in Exhibit E. Intermediate submissions may be provided for the design of foundations, structural steel, and other items or systems requiring either advance procurement or construction start prior to the completion of the overall design in accordance with the approved

schedule. The Owner review period will be in accordance with the Project Schedule shown in Exhibit E.

#### **4.3. CONSTRUCTION.**

With Owner's prior agreement in writing, and subject to imposition by Owner of reasonable conditions to assure a satisfactory Guaranteed Maximum Price (GMP) for the Project, construction may be allowed to commence in accordance with the Project Schedule prior to the Owner's Representative's approval of all of the Construction Documents. Where phased/fast track construction is proposed prior to overall final approval, plans and Specifications covering the system or components covered by that phase must be approved by the Owner's Representative prior to the start of construction of that phase.

### **ARTICLE V** **PRICES AND SHARED SAVINGS**

#### **5.1. PRICES.**

The Contractor must provide all work called for under this Agreement, including furnishing all material, services, labor and equipment to perform the Services for the prices as indicated in Exhibit G.

#### **5.2. CONTRACT COST LIMIT ("CCL")**

- a. A Contract Cost Limit (CCL) has been agreed to by the parties, the amount of which is stated in Exhibit G. The CCL is the maximum amount payable to Contractor and is a cap on Contractor's compensation, which is the sum of Reimbursable Costs (see Section 5.3) and Fixed Fees (see Section 5.4) payable to complete the Scope of Work. As the design is refined, a Guaranteed Maximum Price (GMP) will be established that will be less than the CCL unless Owner directs a Change to the Scope of Work.
- b. The Contractor shall develop 35% Design Development Drawings and Specifications in accordance with Article IV in order to arrive at a Guaranteed Maximum Price (GMP) that will be less than the CCL.

#### **5.3. REIMBURSABLE COSTS**

- a. Subject to the limitation that payments to Contractor shall not exceed CCL or the GMP, as applicable, Owner will reimburse Contractor for all the following costs for the Project:
  1. Prime Construction Contractor materials, supplies, and equipment either incorporated directly into the construction on the Project or required to accomplish a construction activity on the Project including equipment rental, transportation, and storage.

2. Prime Construction Contractor Labor: Labor costs for personnel performing labor at the Project site. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Contractor and its employees.
  3. Subcontractor costs for work on items directly related to and/or incorporated into the finished construction for the Project. The term "subcontracts" includes purchase orders. Contractor shall conduct the subcontractor bid process on an "open book" basis and shall allow the Owner's Representative to observe the receipt and analysis of all bids. Contractor shall invite at least six (6) bidders, if practical, and endeavor to receive price quotations from at least three (3) firms for all subcontracts for, but not limited to, equipment, equipment rentals, materials, labor contracts, any other supplies or services, where the quotations are expected to exceed or actually exceed \$50,000, unless otherwise authorized by the Owner's Representative. The Owner's Representative may recommend additional subcontractor bidders to Contractor. Contractor shall furnish copies of quotations to the Owner's Representative for review prior to award. It is not required that the award be made to the lowest offeror, but shall be made on the basis of best value. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Owner's Representative within five (5) business days from issuance. Contractor may select certain subcontractors without going through the bid process as required above if it first obtains Owner's written consent, which may be withheld in Owner's discretion.
  4. Other Project-related direct costs that may be reimbursed under this Agreement include, but are not limited to, the following: Contractor direct expenses; legal, insurance and accounting (project related); general conditions, payment and performance bonds, taxes including gross receipts tax, permits, utility availability, relocation and usage costs, "on site construction" supervision, quality control, safety, training, engineering/layout, fire protection, cleanup, field office equipment, and operation, but not including expenses incurred prior to the Effective Date of this Agreement.
- b. Owner will not reimburse Contractor for the following costs:
1. Contractor costs not associated with personnel assigned to the Project are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives; travel by company executives or officers; and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office estimating, and purchasing personnel. Additionally, costs for repairs and maintenance of Contractor-owned equipment (including by any

subsidiary or affiliated companies) or rental equipment are not Reimbursable Costs. Repair costs and costs of routine maintenance of rental equipment are to be included in the rental price.

2. Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs, and legal costs involving disputes with the Owner.
3. Costs incurred prior to the Effective Date of this Agreement.
4. Costs for corrective or defective Work.

#### **5.4. FIXED FEES**

The Owner shall pay the Contractor Fixed Fees, which consist of the architecture and engineering fees, development fees and expenses, and general contracting fees stated in Exhibit G. The Fixed Fees include all compensation payable by Owner to Contractor beyond Reimbursable Costs for the Services and are intended to compensate for the Contractor's and Prime Construction Contractor's home office support, overhead costs, and profit for the Project and for all design professional services. The Fixed Fees shall not vary with either the estimated cost or actual cost of construction of the Project except as expressly allowed in this Section 5.4. The components of the Fixed Fees in a. through c. below will be increased when a Change in the Project results in a significant increase in the direct costs, such as an increase in engineering man-hours or increased insurance costs. The Fixed Fees will not be reduced unless the Owner requires an equitable reduction in the Fixed Fees for any Change that reduces the Scope of Work.

- a. Contractor's Fees and Expenses: This component of the Fixed Fees includes all labor and material costs and fee to manage the development and construction process including, without limitation, management of the design, construction, and permitting, and to prepare the Guaranteed Maximum Price. This component of the Fixed Fees covers all work in connection with development activities.
- b. Architect-Engineer (A-E) Fees and Expenses for Services for Design, Construction Documents and During Construction: This component of the Fixed Fees covers the design and preparation of Schematic Design, Design Development, and Construction Documents. This component of the Fixed Fees also covers construction administration by the A-E and includes, but is not limited to, review of Shop Drawings and samples, field interpretation of Construction Documents, preparation of required clarification Drawings, and participation in quality control activities.
- c. General Contractor Fee during Construction: This component of the Fixed Fees covers profit on construction plus home office support (including Project Manager, Project Engineer, Estimator, and Purchasing) and overhead costs.

#### **5.5. GUARANTEED MAXIMUM PRICE.**

- a. A Guaranteed Maximum Price (GMP) shall be established by the parties for the Project at the time of approval of the 35% Design Development submission and prior to commencement of construction. The GMP is the maximum sum that the Owner shall pay to the Contractor in total for this Project, except as otherwise provided in this Comprehensive Agreement. It includes all the Reimbursable Costs as defined in Section 5.3 that will be payable to Contractor and all Fixed Fees as defined in Section 5.4 that will be payable to Contractor.
- b. If at any time during construction it becomes apparent that the final Reimbursable Costs and Fixed Fees will exceed the GMP, the Contractor shall immediately notify the Owner's Representative and advise him/her of the action it proposes to take to reduce costs.
- c. All proposed revisions or changes to the approved Plans and Specifications must be submitted to the Owner's Representative for review and approval for conformance with the approved design development plans and Specifications, regardless of whether or not they affect the GMP.
- d. Contractor shall ensure that the GMP is less than the CCL.
- e. No payment shall be made to Contractor in excess of the GMP except as adjusted for any Changes made in accordance with this Agreement. The Contractor shall be wholly responsible to complete the Project at no compensation above the GMP as adjusted for any Changes made in accordance with this Agreement.

#### **5.6. CHANGE IN FIXED FEES COMPONENT RELATING TO SERVICES FOR MODIFICATION OF DESIGN.**

For Changes, the Contractor shall, upon the written request of the Owner's Representative, make the necessary design Drawing and Specification revisions; prepare and issue requests for proposal describing the modifications; prepare estimates, Drawings and Specifications as required; evaluate proposals and make recommendations to the Owner's Representative. The amounts payable by Owner for services under this paragraph will be negotiated, and if the amount payable cannot be agreed upon, will be based upon the rates indicated in Exhibit I hereto and a determination of a reasonable amount of time to complete such services.

#### **5.7. SHARE IN SAVINGS.**

If the final Project Reimbursable Costs Plus Fixed Fees, as presented by Contractor within sixty (60) days after Final Completion and then reviewed and audited by the Owner, are less than the GMP, as adjusted for any changes made in accordance with this Agreement, then savings represented by the difference shall be shared on the following basis: 30% to the Contractor and 70% to the Owner.



## **ARTICLE VI**

### **SAMPLES**

#### **6.1. SAMPLE APPROVAL.**

After issuance of the notice to proceed with construction, the Contractor shall furnish to the Owner's Representative samples required by the Specifications or by the Owner's Representative, for the Owner Representative's written approval. Samples shall be delivered to the Owner's Representative as specified or as directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required may not be used in the Work until the Owner's Representative approves them in writing. Approval of a sample is only for the characteristics or use named in the approval and may not be construed to change or modify any requirement of the Contract Documents. Substitutions are not permitted unless approved in writing by the Owner's Representative.

#### **6.2. LABELS.**

Each sample must be labeled to show:

- a. Name of Project building or facility, Project title, and contract number;
- b. Name of Contractor and (if appropriate) subcontractor;
- c. Identification of material or equipment, with Specification requirement;
- d. Place of origin; and
- e. Name of producer and brand (if any).

#### **6.3. MARKINGS.**

Samples of finish materials must have additional markings that will identify them under the finish schedules.

#### **6.4. COVER LETTER.**

The Contractor shall mail under separate cover a letter, in triplicate, submitting each shipment of samples and containing the information required in Sections 6.2 and 6.3 above. The Contractor shall also enclose a copy of that letter with the shipment and send a copy to the Owner's Representative on the Project.

#### **6.5. USE OF SAMPLES.**

Approved samples not destroyed in testing shall be sent to the Owner's Representative at the Project. Approved samples of hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work must match the

approved samples. Samples not destroyed in testing and not approved will be returned at the Contractor's expense if the Contractor so requests in writing at the time of submission.

#### **6.6. FAILURE.**

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this Agreement, any further samples of the same brand or make of that material. The Owner reserves the right to disapprove any material or equipment that has previously proved unsatisfactory as determined in Owner's sole discretion in service.

#### **6.7. TESTING.**

Samples of materials or equipment delivered on the site or in place may be taken by the Owner's Representative for testing. Failure of a sample to meet the requirements of the Contract Documents may void previous approvals of the item tested. The Contractor shall replace materials or equipment found not to have met requirements of the Contract Documents, unless Owner, in its sole discretion, elects to accept an equitable downward adjustment to the GMP in lieu of such replacement.

#### **6.8. COST OF TESTING.**

The Contractor shall pay for all costs of construction testing, including sampling, field tests, laboratory tests, inspection services to verify soil classifications, moisture density of soils, observation of subgrades to receive compacted structural fill for building and pavement support, observation of pavement subgrades to receive compacted base course material, observation of fill placement and field density testing, observation of footing subgrades to evaluate suitable bearing, observation of concrete pours, field concrete slump testing, air content testing, molding of concrete cylinders, laboratory curing and compression testing of concrete, observation of steel installation, ultra-sonic testing of steel moment connections, steel weld testing. The Contractor shall provide written reports of observations, recommendations, and testing activities as the project progresses. Written report will be made on a biweekly basis to the Owner. All tests pertaining to physical or chemical properties of materials must be made in a laboratory approved by the Owner's Representative. The Contractor shall include all applicable tests required by ASTM in the Specifications. The Specifications will also include all tests and inspections required by Codes and Standards.

The Owner will pay for the costs of any other tests deemed necessary, and related engineering services, unless the tests indicate that the workmanship or materials used by the Contractor are not in conformance with the Construction Documents, approved Shop Drawings, or the approved materials. In this event, the Contractor shall pay for the tests, remove all work and material failing to conform, and replace with work and materials in full conformity, without additional cost to the Owner.

#### **6.9. INVENTORY OF SAMPLES.**

The Contractor shall maintain an inventory of all approved samples until final inspection of the Project. Such samples shall be available to Owner for additional viewing, inspection and testing, as deemed necessary by Owner, at all times.

## **ARTICLE VII**

### **MEASUREMENTS, DRAWINGS, SPECIFICATIONS**

#### **7.1. REQUIREMENT FOR VERIFICATION OF MEASUREMENTS/ON SITE DOCUMENTS.**

- a. The Contractor shall keep at the site copies of all Drawings and Specifications related to the Contract Documents and shall give the Owner's Representative and designated representative access to same at all times.
- b. When the word "similar" appears on the Drawings, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the Work.
- c. In case of discrepancy in figures, Drawings, or Specifications, the matter must be promptly submitted to A-E, who shall provide a determination in writing, for approval by the Owner's Representative in writing. Any adjustment by the Contractor without such approval will be at the Contractor's own risk and expense. The Contractor shall furnish from time to time such detailed Drawings and other information as may be deemed reasonably necessary by Owner's Representative.
- d. The Contractor shall verify all dimensions shown of existing Work, and all dimensions required for Work that is to connect with work now in place, by actual measurement of the existing Work. Any discrepancies between the requirements of the Contract Documents and the existing conditions shall be referred to the Owner's Representative for a determination in writing before the Contractor performs any Work affected by these discrepancies.

#### **7.2. DRAWINGS AND SPECIFICATIONS REQUIREMENTS.**

The following requirements apply to Contractor's responsibility to cause the Plans and Specifications to be prepared:

- a. Required technical Specifications shall be prepared in accordance with the highest industry standards. Specifications must be complete, concise, and free of repetition and ambiguity. Care must be exercised to avoid specifying the same Work in more than one section and to avoid duplication or conflict with the general provisions, special provisions, and the Drawings.
- b. The Specifications shall be submitted on 8-1/2" x 11" sheets unless otherwise authorized by the Owner's Representative.
- c. If guide specifications are not furnished, typical specifications developed and used by the A-E in general practice consistent with the highest industry standards shall

be used in preparing contract Specifications. The CSI Format for Construction Specifications, CSI Document MP-2A, shall be used in the arrangement of Project Specifications.

- d. Testing to establish compliance with the Contract Documents for critical items or critical portions of the work shall be specified as the Contractor's responsibility. Testing shall be consistent with that required under standard commercial practices. Any testing requirements specified do not limit the Owner from having additional testing and inspection performed in Owner's discretion.
- e. Submittals such as Shop Drawings, samples, and certificates shall be specified as necessary to establish compliance with the Contract Documents for critical portions of the work. The Contractor should not require submittals for minor commercial items or for items of marginal value. The Contractor shall include in the mechanical and electrical sections the extent of a manufacturer's literature, rating data, performance curves, spare part lists, and Shop Drawings that must be furnished for review and approval before procurement.
- f. The Specifications shall require the Contractor to make field tests of heating and air conditioning systems to demonstrate that the equipment will perform as required. The results of the tests shall be submitted before the final inspection. Manufacturer's representatives may be required for inspection, start-up, and instructions in the operation and maintenance of equipment and the Contractor shall ensure their presence for such purposes if requested by the Owner.
- g. The Specifications shall require that the Contractor furnish manufacturer's manuals, spare parts lists, diagrams, instructions, performance data, curves, and Shop Drawings as approved for major items of equipment to be installed in the work.
- h. All required Drawings shall be prepared and furnished as reproducible tracings. All final Drawings must be 8-1/2" x 11, 11" x 17," 18" x 24," 24" x 36," or 30" x 42," trim-to-trim, with Owner title block, graphic scale, and metric conversion table. Drawing methods and quality must permit satisfactory, clear, and legible one-half (1/2) size reproduction. Lettering on the Drawings shall not be smaller in height than .12 (1/8) inch freehand or .10 inch mechanical.
- i. All final Drawings shall be detailed working drawings as necessary for efficient execution of the Work. They must conform to the above general requirements and the requirements previously stated. All original Drawings must be prepared at an adequate scale to properly present the design data development including detailed features. Drawing scales for buildings or structures smaller than 1/8 inch = 1 foot are not permitted without prior written approval of the Owner's Representative.
- j. The electrical design must be separated into two plans, when necessary to avoid congestion: one devoted to the power, receptacle, telephone, fire alarm, and

intercommunication systems, and the other to lighting. Similarly, the plumbing and heating/air conditioning must be separated when necessary to avoid congestion. A minimum scale of 1/4 inch = 1 foot must be used for all details of areas of congestion such as mechanical rooms, toilet rooms, and the like, and as may otherwise be reasonably designated by the Owner's Representative. Drawing scale for site, utility, or other related work (work outside five-foot building line), including details (engineers) must clearly and adequately reflect the design data developed. Drawings must be organized and provide appropriate details of the site work (layout, grading, paving, and drainage) and the utilities (water, sewer, gas, power, and communications) separate from the building and/or structure Drawings.

- k. All design submissions prepared using CADD support shall be accompanied by electronic files of the submission in Auto-Cad.
- l. Any discrepancies in figures, Drawings, Specifications, or submittals shall be promptly resolved by the Contractor or the A-E. Copies of all Requests for Information (RFI) or other correspondence, including confirmations of verbal instructions between the A-E and the Prime Construction Contractor or the Contractor required to resolve deficiencies, shall be furnished to the Owner's Representative within three (3) days.

### **7.3. SHOP DRAWINGS, COORDINATION DRAWINGS, AND SCHEDULES.**

- a. The Contractor shall submit to the Owner's Representative, in triplicate, a schedule listing all items that will be furnished for review and approval no later than thirty (30) days after final approval of Plans and Specifications by the Owner. For example, the schedule must include Shop Drawings and manufacturer's literature, test procedures, test results, certificates of compliance, material samples, and special guarantees, etc. The schedule must indicate the type of item, contract requirement reference, the Contractor's scheduled date for submitting the above items, identification of the first scheduled activity and projected needs for approval answers to support procurement or installation. In preparing the schedule, reasonable time will be allowed for review, approval, and possible re-submittal. Also, the scheduling shall be coordinated with the approved construction progress chart. The Contractor must revise and/or update the schedule as the Owner's Representative reasonably directs. Such revised schedule must be made available to the Owner's Representative for monitoring.
- b. The Contractor shall submit to the Owner's Representative Shop Drawings, Coordination Drawings, and Schedules for written approval as required by the Specifications or requested by the Owner's Representative, as follows:
  - 1. Shop Drawings shall include fabrication, erection, and setting Drawings, schedule Drawings, manufacturer's scale Drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.



2. Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be reviewed, signed and submitted in reproducible form with three prints made by a process approved by the Owner's Representative. Upon approval, the reproducible form will be returned to the Contractor who shall furnish the number of additional prints, not to exceed ten. The Contractor shall submit Shop Drawings in catalog, pamphlet, and similar printed form in a minimum of four copies plus as many additional copies as the Contractor may desire or need for the use of subcontractors.
- c. Before submitting Shop Drawings on the mechanical and electrical work, the Contractor shall obtain the Owner's Representative's written approval of lists of mechanical and electrical equipment and materials as required by the Specifications.
- d. The Contractor must check the Drawings and schedules and coordinate them (by means of Coordination Drawings whenever required) with the work of all trades involved before submission, indicating approval on them. Drawings and schedules submitted without evidence of subcontractors'/tradesmen's approval may be returned for resubmission.
- e. Each Shop Drawing or Coordination Drawing must have a blank area 5 x 5 inches, located adjacent to the title block. The title block must display:
  1. Number and title of Drawing;
  2. Date of Drawing or revision;
  3. Name of Project building or facility;
  4. Name of Contractor and, if appropriate, of Subcontractor submitting Drawing;
  5. Clear identity of contents and location on the work; and
  6. Project title and contract number.
- f. Unless otherwise provided in this Agreement, or otherwise directed by the Owner's Representative, Shop Drawings, Coordination Drawings, and schedules must be submitted by Contractor sufficiently in advance of construction requirements to permit ten (10) calendar days for checking and appropriate action. Such items shall be submitted to the Owner's Representative (2 copies) for review concurrently with the A-E's review.
- g. Except as otherwise provided in subparagraph h. below, approval of Drawings and schedules will be general and may not be construed as:

1. Permitting any departure from the requirements of the Contract Documents;  
or
  2. Relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
- h. If Drawings or schedules show variations from the requirements of the Contract Documents because of standard shop practice or for other reasons, the Contractor must describe the variation in the letter of transmittal. If acceptable, the Owner's Representative may approve any or all variations and issue an appropriate Change Order. If the Contractor fails to describe these variations, it is not relieved of the responsibility for executing the Work in accordance with the Contract Documents, even though the Drawings or Schedules have been approved.
- i. Shop Drawings, samples, color schedules, catalog cuts, Schedule, etc. submitted to Owner's Representative must first be reviewed by the A-E to verify compliance with the Construction Documents. The Owner's Representative reserves the right to review building Shop Drawings, and formwork and falsework Drawings. Such submittals shall be only in response to a specific request by the Owner's Representative.
- j. The Contractor shall prepare and submit equipment room layout Drawings and Drawings of areas where the equipment proposed for use could present interface or space difficulties. Room layout Drawings must conform to the requirements established for Drawings. Layouts must be submitted within forty (40) calendar days of completion of Final Construction Drawings. Submittals describing the various mechanical and electrical equipment items which are to be installed in the areas represented by the layout Drawings must be assembled and submitted concurrently and accompanied by the room layout Drawings. Room layout Drawings must show all pertinent structural and fenestration features and other items such as cabinets required for installation and which will affect the available space. All mechanical and electrical equipment and accessories must be shown in scale in plan and also in elevation and/or section in their installed locations. Duct work and piping also must be shown.
- k. All Shop Drawings, ductwork Drawings, and sprinkler Drawings must be on 24" by 36" (minimum) sheets to fit the size of the Project Drawings.
- l. At the completion of the Project, updated ductwork Drawings and sprinkler Drawings must be submitted as part of the "As-Built" Drawings submission.
- m. All certificates required for demonstrating proof of compliance of materials with Specification requirements, including mill certificates, statements of application, and extended warranties, must be executed in quadruplicate and furnished to the Owner's Representative. It is the Contractor's responsibility to review all certificates to ensure compliance with the requirements of the Contract Documents

and that all affidavits are properly executed prior to submission to the Owner's Representative. Each certificate must be signed by an official authorized to act on behalf of the manufacturing company. Each certificate must contain the name and address of the manufacturer, the Project name and location, and the quantity and date(s) of shipment or delivery to which the certificate(s) apply. Copies of laboratory test reports submitted with certificates must contain the name and address of the testing laboratory and the date(s) of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from its obligation to choose and furnish satisfactory material, if, after test(s) are performed on selected sample(s), the material is found not to meet the specified requirements.

- n. The A-E shall review and approve Shop Drawings and other items. All approvals must be in accordance with the terms of the Contract Documents. Processing shall be accomplished in accordance with the following procedure:
1. The Construction Contractor shall transmit reproducible copies of Shop Drawings etc. to the A-E for review. Information copies of the letter of transmittal, clearly identifying Shop Drawings, etc., shall be furnished to the Owner's Representative.
  2. As a result of the A-Es review, each submittal will be marked by the A-E as follows:

“A-Action”: The fabrication, manufacture and/or construction may proceed provided the Work is in compliance with the Contract Documents.

“B-Action”: The fabrication, manufacture and/or construction may proceed provided the Work is in compliance with the A-E's notations and the Contract Documents.

“C-Action”: No Work shall be fabricated, manufactured or constructed and a new submittal is required. No submittal marked “C-Action” shall be permitted on site.

    - (a) The Contractor is responsible for obtaining prints of all “A-Action” and “B-Action” reproducible Shop Drawings and distributing them to the field and to the Subcontractors. Concurrently, two (2) copies of each print shall be provided to the Owner's Representative.
    - (b) The Contractor is responsible for obtaining copies of all “A-Action” and “B-Action” manufacturer's descriptive literature, literature, catalog cuts and brochures and distributing them to the Prime Construction Contractor. Concurrently, two (2) copies of each shall be provided to the Owner's Representative.

- (c) The Contractor is responsible for submitting new Shop Drawings, brochures and/or samples to replace all "C-Action" items and furnishing two (2) copies to the Owner's Representative.
- 3. The Contractor is responsible for maintaining the Shop Drawing Log. An updated copy of the Log shall be furnished to the Owner no less than monthly.

#### **7.4. RECORD "AS BUILT" DRAWINGS.**

- a. The Contractor shall, during the progress of the Work, keep a master set of prints on the job site on which is kept a complete, careful and neat record of all deviations from the Construction Documents made during the course of the Work.
- b. The Contractor shall provide the Owner with one (1), complete, reproducible set of the Construction Documents incorporating the revisions and changes made during construction up to acceptance of the facility. These updated Plans and Specifications shall reflect all changes to the Construction Documents to indicate the "As-Built" conditions, including revisions in site and building area tabulations. These Drawings and Specifications must be certified as to their correctness by the signature of the Contractor and used in preparing a permanent set of "As-Built" Drawings.
- c. In addition to reproducible submissions, the Contractor must submit a CADD system electronic file for these "As Built" documents prepared with a CADD system compatible with the Owner CADD system identified by the Owner's Representative.
- d. The Owner reserves the right to review "As-Built" documents at any time during the Project.
- e. The Contractor shall forward all "As-Built" Drawings, Specifications and photographs to the Owner's Representative not later than thirty (30) calendar days after Final Completion.
- f. Costs associated with the preparation and completion of the "As-Built" Drawings will not be paid to Contractor by Owner until the As-Built Drawings are approved by the Owner's Representative.

#### **7.5. SPARE PARTS DATA.**

- a. The Contractor shall furnish spare-parts data for each different item of equipment furnished. The data must include a complete list of parts and supplies, with current unit prices and sources of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment or specified to be furnished as part of the Contract Documents, and a list of additional items

recommended by the manufacturer to ensure efficient operation for a period of 180 days at the particular installation.

- b. The foregoing does not relieve the Contractor of any responsibilities under the warranties specified.

## **ARTICLE VIII**

### **WARRANTY**

#### **8.1. WARRANTIES.**

The Contractor warrants that all the Work furnished as part of the Services is in accordance with the requirements of the Contract Documents, free from defect or inferior materials or equipment, and of such quality workmanship shall be consistent with the highest standard of care, quality, judgment, and attention in the construction industry for the type of work performed, for a period of two years after the date of Final Completion, and, unless otherwise agreed by the Owner in writing, in Owner's sole discretion, all materials and equipment are new. Attached as Exhibit H is a list of extended warranties that Contractor is providing or is assigning from manufacturers, if applicable. All warranties provided or assigned by Contractor shall be cumulative, so as to maximize Owner's warranty protection.

#### **8.2. REPAIRS.**

If, within the warranty period, the Owner's Representative finds that warranted work needs to be repaired or changed because the materials, equipment, or workmanship were inferior, defective, or not in accordance with the requirements of the Contract Documents, the Contractor shall promptly, and without additional expense to the Owner:

- a. Place in a condition consistent with the warranties and satisfactory to the Owner all of the warranted Work;
- b. Correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory Work in a manner satisfactory to the Owner; and
- c. Correct any Work, materials, or equipment disturbed in fulfilling the warranty in a manner satisfactory to the Owner; and
- d. Should the Contractor fail to proceed promptly in accordance with the warranty, the Owner may have the Work performed by others at the Contractor's expense.

#### **8.3. TRANSFER OF WARRANTIES.**

The Contractor shall obtain each transferable guarantee or warranty of equipment, materials, or installation that is furnished by any manufacturer or installer in the ordinary course of the business or trade. The Contractor shall obtain and furnish to the Owner all information required to make any such guarantee or warranty legally binding and effective and shall submit both the information and the guarantee or warranty to the Owner in sufficient time to permit the Owner to meet any



time limit requirements specified in the guarantee or warranty or, if no time limit is specified, before completion and acceptance of all Work under this Agreement.

#### **8.4. NON-WAIVER.**

Owner, by accepting any warranties or guarantees under this Agreement, does not waive any legal right or remedy that Owner otherwise may have for breach of this Agreement.

### **ARTICLE IX** **INSURANCE, BONDS, AND RISK**

#### **9.1. BONDS.**

Contractor shall provide payment and performance bonds for 100% of the construction cost of the Project. The bonds shall be provided when and to the extent the Contractor has been given a notice to proceed with construction at the site. The bonds shall make the Owner obligee and shall be in a form acceptable to Owner. The sureties providing the bonds shall be rated A+ or AVIII or higher, approved by the Owner's Representative in writing, and authorized to do business in the Commonwealth of Virginia. The form bonds attached hereto as Exhibit I have been approved as to form by the County Attorney for the Owner. Any deviation from the form bonds not authorized by the County Attorney will be rejected.

#### **9.2. INSURANCE.**

- a. During the term of this Agreement, the Contractor must maintain as a Reimbursable Expense the insurance required by this Section 9.2. Insurance companies providing such insurance shall be licensed in Virginia and shall be rated at least A (financial strength) and IX (size) by A.M. Best. Policies shall include all terms and provisions normally included in a policy of the type specified. The Owner shall be included as an additional insured on the liability policies, with the exception of professional liability coverage.
- b. The Contractor must maintain and furnish evidence of workers' compensation as required by statute, employers' liability insurance, and the following general public liability and automobile liability insurance:

GENERAL LIABILITY: See Certificate of Insurance in Exhibit J

AUTOMOBILE LIABILITY: See Certificate of Insurance in Exhibit J

- c. Each policy must include substantially the following provision:

"It is a condition of this policy that the company furnishes written notice to Amherst County, Virginia, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

- d. The Contractor must furnish a certificate of insurance or, if required by the Owner's Representative, true copies of liability policies and manually countersigned endorsements of any changes. Insurance must be effective, and evidence of acceptable insurance furnished by Contractor to Owner, before beginning performance under this Agreement. Evidence of renewal must be furnished not later than five days before a policy expires.
- e. The maintenance of insurance coverage as required by this Section 9.2 is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default or the Owner, at its option, obtaining replacement insurance, if available, and deducting the cost thereof from any sums due to Contractor.
- f. The Owner does not carry builder's risk insurance coverage. Contractor, as a Reimbursable Cost, shall provide builder's risk insurance for 100% of the Project construction cost and shall have Owner named as an additional insured. The Builder's Risk coverage shall include property in transit, on or off-premises, which will become part of the Project. The Builder's Risk coverage shall include any pre-existing portion of any building damaged as a result of the Project. Contractor shall procure and maintain a builder's risk insurance policy on an "all risk", 100% replacement cost basis on all portions of the Project commercially insurable under such policy, until completion of the Project. The Contractor agrees to endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the Owner. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Owner's interest in the building ceases, or the building is accepted and insured by the Owner. Cessation of the Builder's Risk coverage shall be affirmatively coordinated by Contractor with the Owner.
- g. Contractor shall be responsible for filing and settling of claims and liaison with insurance adjusters for its insurance policies.

### **9.3. ERRORS AND OMISSIONS.**

- a. The Contractor must maintain Professional Liability insurance in the amount of \$2,000,000 for errors and omissions.
- b. Unless the Contractor's policy is prepaid, non-cancelable, and issued for a period at least equal to the term of this Agreement on an occurrence basis, the Contractor shall have the policy amended to include substantially the following provision: "It is a condition of this policy that the company furnish written notice to Amherst County, Virginia, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

- c. The Contractor shall furnish a certificate of insurance or, if required by the Owner's Representative, true copies of liability policies and manually countersigned endorsements of any changes. Insurance must be effective, and evidence of acceptable insurance furnished by Contractor to Owner, before beginning performance under this Agreement. Evidence of renewal shall be furnished not later than five days before a policy expires.

#### **9.4. INDEMNIFICATION.**

The Contractor shall hold harmless, defend, and indemnify the Owner and its officers, boards, and board members, agents, attorney-in-fact, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability regardless of the merit of same, including any related attorney fees, accountant fees, expert witness fees, consultant fees, court costs, per diem expenses, traveling and transportation expenses, or other such related costs resulting from, brought for, or on account of (i) any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent, or representative of the Contractor or any Subcontractor or anyone performing Work for the Project through them, (ii) any mechanics' or construction liens arising as a result of the Work, or (iii) any failure of the Project to comply with any applicable governmental laws, ordinances, rules and regulations.

#### **9.5. BANKRUPTCY.**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor shall notify Owner's Representative. The notification shall be sent to ensure its receipt within five (5) days of the initiation of the bankruptcy proceedings. The notification shall include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Project contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this Agreement. If a surety upon any bond furnished in connection with this Agreement or any insurance carrier providing coverage in connection with this Agreement becomes insolvent, the Contractor shall promptly replace the bond or insurance policy with one which is equivalent and acceptable to Owner.

#### **9.6. GUARANTEES OF PERFORMANCE BY MEMBERS OF LIMITED LIABILITY COMPANY.**

The members of Contractor, if a limited liability company, by executing this Agreement, jointly and severally guarantee the performance of Contractor under this Agreement.

### **ARTICLE X** **NOTICES TO PROCEED, COMMENCEMENT, AND COMPLETION**

#### **10.1. INITIAL NOTICE TO PROCEED.**

Execution of this Agreement by Owner constitutes Notice to Proceed with design and Construction Document preparation.

#### **10.2. NOTICE TO PROCEED FOR CONSTRUCTION, PROSECUTION, AND COMPLETION OF WORK.**

No construction Work may be performed by or through Contractor except pursuant to a Notice to Proceed with construction issued by the Owner's Representative. The Contractor shall:

- a. Commence Work under this Agreement within ten (10) days after the date it receives the Notice to Proceed from the Owner's Representative,
- b. Prosecute the Work diligently, and
- c. Substantially complete the construction Work not later than (To be Determined).

Some Work (preliminary site work, demolition, Shop Drawings, fabrication, general conditions work, etc.) may have to be performed prior to the full commencement of construction. The time stated for completion includes cleanup of the site. Contractor shall achieve Final Completion as soon as possible but not later than ninety (90) calendar days after Substantial Completion. At the time of receipt of the building permit and monthly thereafter, Contractor shall consult with the Owner's Representative with regard to the likely Substantial Completion Date and earlier occupancy dates so as to allow the Owner to plan its move.

#### **10.3. NOTICE OF DELAY.**

Immediately, and in no event no later than ten (10) days after first becoming aware of any difficulties that might cause any delay under this Agreement, the Contractor shall notify the Owner's Representative in writing of such delay or potential delay. The notification must identify the difficulties, the reasons for such, and the estimated period of delay anticipated. Failure to give such notice in strict compliance with this Section 10.3 will constitute a waiver of any right by Contractor to make a claim based upon such delay. Such notice shall be a condition precedent to Contractor's right to pursue a claim for an adjustment to payment or schedule based upon such delay.

#### **10.4. TIME AND LIQUIDATED DAMAGES FOR DELAY.**

- a. Time is of the essence as to all dates and time periods set forth in this Agreement.
- b. If the Contractor fails to achieve Substantial Completion of the Project within the time specified by this Agreement, the Owner will be damaged in an amount that would be difficult or impossible to determine. Therefore, the Contractor shall, in place of actual direct damages for delay, pay to the Owner each day as a Liquidated Damages, and not as a penalty, \$500 for each calendar day of unexcused delay until Substantial Completion is achieved. Liquidated Damages are not a Reimbursable Cost and may be deducted by Owner from any Reimbursable Costs or Fixed Fees otherwise due the Contractor or from shared savings otherwise due the Contractor. Owner's failure to deduct liquidated damages that have accrued shall not be deemed a waiver of Owner's rights to their payment.

- c. Alternatively, if Substantial Completion is delayed beyond the date specified by this Agreement, the Owner may terminate this Agreement in whole or in part under the Termination for Default clause in Article XVIII, Section 18.2, and the Contractor shall be liable for Liquidated Damages under Section 10.4.a. until the Owner can reasonably attain Substantial Completion.
- d. Contractor agrees that the per diem measures of liquidated damages in 10.4.a. are reasonable measures of the damages that Owner is likely to suffer in case of delay, and Contractor agrees that it will not challenge the per diem amounts or liquidated damages imposed pursuant to this Article X except as to whether Contractor is responsible for the delays, themselves, that have resulted in the assessment of liquidated damages. The Contractor hereby waives any defense to the imposition of any liquidated damages stated herein, including the grounds that such liquidated damages are penalties or are not reasonably related to actual damages.

#### **10.5. SUSPENSIONS AND DELAYS.**

- a. If the performance of all or any part of the Work is unreasonably suspended, delayed, or interrupted by:
  - 1. An order or act of the Owner's Representative in administering this Agreement; or
  - 2. By a failure of the Owner's Representative to act within the time specified in this Agreement or within a reasonable time so as not to delay the Work of the Contractor; then the Contractor may request an equitable adjustment to the Reimbursable Costs payable under this Agreement due to any increased costs caused by the delay or interruption (including the costs incurred during any suspension or interruption), and in the schedule and any other contractual term or condition affected by the suspension, delay, or interruption. However, no adjustment may be made under this Section 10.5.a. for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the Contractor or those providing work through Contractor.
- b. A claim under this clause will not be allowed for any costs incurred before the Contractor has notified the Owner's Representative in writing of the act or failure to act involved, or if Contractor has failed to follow the procedures of Article XVII, Section 17.5 of this Agreement for such claim.

#### **10.6. EXCUSABLE DELAYS.**

Contractor shall not be in default by reason of any failure in performing this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the Work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the Contractor or those providing any services through Contractor. Such causes may include, but are not restricted to, acts of nature or of the



public enemy, acts of the Owner, fires, severe floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe and extreme weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or those providing any of the Services through Contractor, including without limitation, the A-E, the Prime Construction Contractor, and any subcontractor, who shall plan for all contingencies which can be reasonably anticipated, such as unfavorable weather. Contingencies which can be reasonably anticipated shall not be considered a basis for claiming an excusable delay.

The Contractor, in submitting his Proposal and Project Schedule, acknowledges that he has taken into consideration normal weather conditions. For purposes of this Section, normal weather is defined as that which is not considered extraordinary or catastrophic and is not reasonably conducive to the Contractor progressively prosecuting critical path work under the Contract. Weather events considered extraordinary or catastrophic include, but are not limited to, tornadoes, hurricanes, earthquakes, and floods that exceed a 25-year storm event as defined by National Oceanic and Atmospheric Administration (NOAA) for the NOAA data gathering location that is nearest the project site. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions, all of which must be strictly complied with by the Contractor:

- (1) The request for additional time shall be further substantiated by independent weather data collected during the period of delay at the Site affected by the alleged weather delay.
- (2) The extension requested must be supported by a delay in completion of the entire Project shown on the critical path of the accepted Schedule required for the Project. Extensions will be granted only for delays in completion of the Project, not for that portion of any delay which consumes only "float" time.
- (3) A request for extension of time based on abnormal weather, and supporting data, must be made within thirty (30) days of the date of the alleged abnormal weather at the Site.

#### **10.7. CONSTRUCTION SCHEDULE/ PROGRESS CHART.**

- a. Within five (5) calendar days after receiving Notice to Proceed, the Contractor shall prepare and submit to the Owner's Representative a complete detailed Project Schedule in the form of an electronic file and six (6) copies of a practical progress chart. The schedule shall show the principal categories of work, corresponding with those used in the breakdown on which progress payments are based, the order in which the Contractor proposes to carry on the work, the date on which it will start each category of work, and the contemplated dates for completion. The Project Schedule must be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. The Contractor shall use a Critical Path Method (CPM) format. This schedule shall be in Primavera<sup>TM</sup> P3 or Sure Trak<sup>TM</sup> format, with at least 200 activities including site work, procurement, delivery, and

installation of construction materials and equipment. Activities shall be organized by work areas and shall be cost loaded to facilitate approval of progress payments. A critical path shall be developed based on scheduling logic that identifies all successor and predecessor activities and float. Activity constraints shall be avoided.

At the end of each progress payment period, or at such reasonable intervals as directed by the Owner's Representative, the Contractor shall:

1. Revise the Project Schedule to reflect any changes in the work, completion time, or both, as approved by the Owner's Representative;
  2. Enter on the Project Schedule the total percentage of work actually in place; and
  3. Submit three (3) copies of the adjusted Project Schedule, and a complete electronic update, to the Owner's Representative.
- b. If the work falls behind the Project Schedule after taking into consideration any excusable delays as defined above, Contractor shall take such action as necessary to improve progress. The Owner's Representative may require the Contractor to submit a revised Project Schedule demonstrating its proposed recovery plan to make up the lag in scheduled progress. If the Owner's Representative finds the proposed plan unacceptable, the Contractor may be required to submit a new plan. If the new plan submitted is not reasonable, after consultation with the Contractor, the Owner's Representative may require the Contractor to increase the work force, accelerate the planned construction volume, increase assigned construction equipment, or the number of work shifts, without increase to the GMP.
- c. Failure of the Contractor to comply with these requirements will be considered grounds for a determination by the Owner's Representative that the Contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified.

#### **10.8. EXCEPTION TO COMPLETION SCHEDULE AND LIQUIDATED DAMAGES.**

In cases where the Owner's Representative determines in writing that sodding and/or planting and/or specified maintenance thereof is not feasible during the construction period, such work will be excluded from the completion schedule and the liquidated damages provision of Section 10.4. The work must be accomplished or completed during the first sodding and/or planting period or the specified maintenance period following the original completion date.

### **ARTICLE XI** **CONTRACTOR RESPONSIBILITIES**

#### **11.1. PERFORMANCE AND SUPERINTENDENCE OF WORK BY CONTRACTOR.**

- a. The Contractor or its Prime Construction Contractor shall perform on the site, with its own organization, Work equivalent to at least 5% percent of the total amount of Work to be performed under this Agreement. The percentage of Work required to be performed by the Contractor or its Prime Construction Contractor may be reduced with written approval of the Owner's Representative.
- b. The Contractor must give personal superintendence to the work either in person or by having a foreman or superintendent on the payroll, approved by the Owner's Representative, with authority to act on behalf of the Contractor, on the site at all times Work is in progress.
  - 1. A minimum of one Contractor's superintendent (on the Contractor's payroll) must be provided on site to be responsible for coordinating, directing, inspecting, and expediting the Work of the Prime Construction Contractor and its subcontractors.
  - 2. It is contemplated that all Work will be performed during normal working hours, between the hours of 7:00 a.m. until 5:00 p.m., local time, unless otherwise specified in this Agreement. Work performed by the Contractor at its own volition outside such normal working hours must be at no additional expense to the Owner. The Contractor's material and equipment deliveries must not interfere with the arrival or departure of Owner employees and visitors to existing facilities.
- c. The Contractor must refer requests received from occupants of buildings included in the work area to change the hours of work, including anticipated cost and schedule impact, to the Owner's Representative for resolution.
- d. The Contractor shall maintain a daily construction log in the office trailer detailing the construction activities of the day on a form provided by the Owner's Representative. The report shall indicate the number of people by trade or craft, and the type and location of Work. The report shall include subcontractors, safety and quality violations observed, corrective measures taken to correct the violations, and other information requested by the Owner's Representative. The Owner's Representative may modify the requirements of this report as the Project progresses.

## **11.2. MATERIALS AND WORKMANSHIP.**

- a. Unless otherwise specifically provided, all equipment and materials incorporated in the work must be new and of prime grade for the purpose intended. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. The Contractor may substitute any equipment, material, or process that the Owner's Representative finds to be equal to that named, which finding shall be in writing.

- b. In the event of substitution in accordance with paragraph a. above, the Contractor shall furnish to the Owner's Representative for approval the manufacturer's name, the model number, and any other relevant information on the performance, capacity, nature, and rating of equipment or materials proposed for substitution. If requested by the Owner's Representative, samples must be submitted for approval at the Contractor's expense, shipping charges prepaid. Materials or processes substituted without the Owner's approval may be rejected by Owner.
- c. The Contractor shall obtain the Owner's Representative's written approval of the machinery and mechanical equipment incorporated into the work. The Contractor shall submit samples of all materials and equipment as required by the Specifications. Owner approval or rejection shall be based upon the Contract Documents.

### **11.3. RESPONSIBILITY FOR DESIGN.**

- a. It is understood and agreed that this Agreement includes design services. The Contractor agrees not to assign or transfer its interests in this Agreement. The Contractor agrees not to transfer or delegate to others its responsibilities under this Agreement except the Contractor shall be allowed to subcontract portions of the Scope of Work with the Owner's written consent. The Contractor may engage Persons who are design professionals to provide design services for the Project. The Contractor represents that the design professionals providing services for the Project include Persons with required Virginia licenses and registrations, as required by law. The Contractor further represents that the structural, electrical, mechanical and other engineering disciplines necessary for the design of the Project will be under the direct supervision of licensed professional engineers who are registered in Virginia or who are persons in responsible charge of an engineering firm registered in Virginia.
- b. The Contractor is responsible for the professional quality, technical accuracy, and coordination of all designs, Drawings, Specifications, and other services furnished by the Contractor under this Agreement. The Contractor must without any changes to the Fixed Fees, GMP, and CCL, correct any errors or deficiencies in the designs, Drawings, Specifications, and other services.
- c. As part of the Contractor's responsibility under this Agreement, the Contractor shall ensure that the design and construction of the Project comply with applicable codes and standards, including without limitation the Americans with Disabilities Act.
- d. Any Owner review, approval, or acceptance of, or payment for, any of the services required under this Agreement shall not be construed to relieve Contractor of any obligation under this Agreement. The Contractor shall remain liable to the Owner for all damage caused by the Contractor's performance of any Services furnished

under this Agreement that is negligent or fails to meet the requirements of this Agreement.

- e. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.
- f. The Contractor hereby assigns to the Owner all intellectual property rights (including copyright) associated with the design of the Project. The Contractor shall secure a similar assignment from any design professionals working on this Project.

#### **11.4. USE OF PREMISES.**

- a. The Contractor, the Prime Construction Contractor, and any subcontractors and their employees shall comply with the regulations governing access to, operation of, and conduct while on the site and shall perform the Work so as not to unreasonably interfere with the conduct of Owner business or use and occupancy by Owner tenants except as indicated in Exhibit B.
- b. As permitted by the site conditions, the Contractor shall separate its personnel, the Prime Construction Contractor's personnel, and subcontractors' personnel from Owner visitors, employees, and Owner property not involved in the Project. The Contractor shall cordon off the construction area using barricades or other means to achieve this separation.
- c. Any requests received by the Contractor from occupants to change the sequence of Work shall be referred to the Owner's Representative.
- d. The Contractor, any subcontractors, and their employees will not have access to any Owner facility outside the scope of this Agreement without permission of the Owner's Representative except as provided in Exhibit B.
- e. Where available, Contractor may use utility services of the building only if the Owner's Representative determines sufficient capacity is available to support the Work and confirms such determination in writing. Contractor or subcontractor employees may not use the toilet facilities. No cleaning of tools, including painting equipment/brushes, is permitted in the toilet or janitorial facilities.

Contractor shall provide a Site Utilization Plan for Owner review at the time of the revised design development submission.

#### **11.5. PERMITS AND RESPONSIBILITIES.**

- a. With the exception of the DEQ solid waste management facility permit ("DEQ Permit"), which is the responsibility of Owner, the Contractor is responsible for obtaining any necessary licenses and permits at Contractor's expense. The Contractor is responsible for complying with the Codes and Standards, including the DEQ Permit, in connection with the prosecution of the Work. The Contractor



is responsible for all injury to persons or damage to property that occurs as a result of its negligence. The Contractor must take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor is responsible also for all materials delivered and Work performed until completion and acceptance of the entire construction Work, except for any completed unit of construction that may have been accepted.

- b. The Contractor shall demonstrate compliance with all environmental permits, assessments, or impact statement requirements and regulations identified in the Contract Documents prior to, and during construction.

#### **11.6. BUILDING CODES, FEES, AND CHARGES.**

- a. The Contractor shall comply with all state and local building code requirements, as well as all other generally- or specifically-applicable requirements of governmental authority.
- b. The Contractor shall pay all fees and charges for connections to outside services and for use of property outside the site.

#### **11.7. FEDERAL, STATE, AND LOCAL TAXES.**

The CCL and GMP include all applicable federal, state, and local taxes and duties.

#### **11.8. IDENTIFICATION OF CONTRACT DELIVERABLES.**

Unless otherwise specified, the cover page of each document prepared and submitted by the Contractor to the Owner under this Agreement must include the following information:

- a. Name and business address of the Contractor.
- b. Contract number.
- c. Name, position, and office location of the Owner's Representatives.
- d. Date of document.

#### **11.9. PATENT AND COPYRIGHT INDEMNITY.**

- a. Except as provided in paragraph c below, the Contractor shall indemnify, defend, and hold harmless the Owner, its employees, officers, boards, board members, representatives, and agents against liability, including other such costs and fees as further set out in Section 9.4 above, from any claim of patent and/or copyright infringement (or unauthorized use) arising from any of the Services provided by or through Contractor for the Project.

- b. The Owner shall promptly notify the Contractor of any claim or suit brought or threatened subject to paragraph a above.
- c. This indemnification does not apply to claims of infringement of a patent and/or copyright resulting from the Owner's Representative's specific written direction, compliance with which requires the infringement.
- d. This clause must be included in all subcontracts under this contract, at any tier, over \$50,000 in value.

#### **11.10. NON-DISCLOSURE.**

The Contractor shall not disclose any information received from the Owner unless required by law so to do; however, the Contractor shall not disclose any information that is marked confidential unless such disclosure is approved in writing by the Owner.

#### **11.11. DEBRIS AND CLEANUP.**

- a. On a daily basis during the progress of the Work, the Contractor must remove and dispose of the resultant debris and keep the site neat and clean.
- b. The Contractor shall, upon completion of the Work, remove all construction equipment and surplus materials (except materials or equipment that are to remain Owner property as provided by this Agreement), and leave the site in a clean, neat, and orderly condition satisfactory to the Owner's Representative, in Owner's sole discretion.

#### **11.12. HEAT, DAMP, AND HUMIDITY.**

Unless otherwise specified, or unless directed otherwise by the Owner's Representative in writing, the Contractor shall provide heat as necessary to protect all Work, materials and equipment against injury from dampness and cold, and in the case of information technology equipment requiring the same, air conditioning, to protect it from heat and humidity.

#### **11.13. ENGLISH LANGUAGE REQUIREMENT OF ON-SITE SUPERINTENDENT.**

The Contractor's on-site superintendent must be able to speak, read, and write English to the extent necessary to permit reasonable communication with Owner personnel.

#### **11.14. SUBSTITUTE MATERIALS OR METHODS.**

Where the technical provisions permit the Contractor to propose substitute materials, items, systems, or equipment, the selection of such options is subject to the following conditions:

- a. Once a substitute has been selected and approved by the Owner's Representative, it must be used for the entire Project unless the Contractor has proposed, and Owner's Representative has approved, the substitute for a limited application.

- b. The Contractor must coordinate its selection with the Drawings and Specifications and the A-E.
- c. Substitutions proposed by Contractor shall not result in an increase to the GMP.

#### **11.15. ADVERTISING OF AWARDS.**

Except with the Owner's Representative's prior written approval, the Contractor agrees not to refer in its commercial advertising to imply in any manner that the Owner endorses its products.

#### **11.16. GROUND BREAKING CEREMONIES.**

Contractor agrees to participate in groundbreaking ceremonies at a time specified by the Owner.

### **ARTICLE XII** **OWNER RIGHTS AND RESPONSIBILITIES**

#### **12.1. OWNER'S REPRESENTATIVE.**

The Owner shall appoint an Owner's Representative, who may be either an Owner employee or a contractor. The name, address, telephone number, and specific responsibilities, authority, and limitations of the Owner's Representative, to the extent not specified in this Agreement, will be provided to the Contractor in writing. The Owner's Representative may be removed or replaced at any time without prior notice to the Contractor, but notification of the change, including the name and address of any successor Owner's Representative, will be provided promptly to the Contractor by the Owner, in writing.

#### **12.2. SITE VISITS.**

- a. The Owner from time to time during construction may conduct groups of guests on visits to the site of the Work. These tours will be authorized by the Owner's Representative or his appointed representative. In such event, the Contractor shall cooperate by providing access to and posting signs to give notice of dangerous areas, providing hard hats, and making such other arrangements for the safety and convenience of the guests as may be required. The Owner's Representative shall give the Contractor as much advance notice of any such visits as is practical and to the maximum practicable extent shall schedule any such visits so as not to interfere with the progress of the Work.
- b. The Contractor's indemnification of the Owner contained in Section 9.4 of this Agreement shall apply during any such visits to guests of the Owner or to Owner officers, employees, or agents who are engaged in conducting, guiding, or accompanying any such visits, except to the extent such guests are negligent.

#### **12.3. OWNER-DIRECTED STAFFING CHANGES.**

- a. Should the Owner's Representative reasonably deem it to be in the best interests of the Owner to require the removal of any "Person" working on or under this Agreement, that "Person" must be immediately removed from the Work.
- b. The word "Person," as used in Section 12.3.a., noted above, includes any "Persons" providing work through the Contractor.

#### **12.4. EXAMINATION OF RECORDS.**

- a. The Owner and its authorized representatives shall, until six (6) years after final payment under this Agreement, have access to and the right to examine any pertinent books, documents, papers, or other records of the Contractor involving transactions related to this Agreement that are paid for on a cost reimbursable basis.
- b. The Contractor agrees to include in all subcontracts under this Agreement and to have its Prime Construction Contractor include in all its subcontracts a provision to the effect that the Owner and its authorized representatives will, until six years after final payment under this Agreement, have access to and the right to examine any pertinent books, documents, papers, or other records of the Prime Construction Contractor and subcontractors involving transactions related to the work performed on a cost reimbursable basis and further providing that such individuals shall otherwise comply with the provisions contemplated by Section 12.4.c. The term subcontract as used in this clause excludes:
  - 1. Purchase orders; and
  - 2. Subcontracts for public utility services at rates established for uniform applicability to the general public.
- c. For the purposes of this Section 12.4, the Contractor agrees to provide Owner adequate and appropriate work space at the Contractor's facilities in order to conduct such examinations.

#### **12.5. OWNERSHIP OF WORK PRODUCT.**

- a. Work Product: All Drawings, Specifications and other documents and electronic data furnished by the Contractor to the Owner under this Agreement and the copyrights thereto ("Work Product") are hereby assigned to the Owner.
- b. License to Use: Owner hereby grants to Contractor a license to use "common features" in the Work Product.
- c. Contractor shall include in its contract with its A-E and have included in contracts with any design professionals providing any services for this Project provisions that require all design professionals providing any services for the Project to assign the intellectual property rights in the Work Product (including copyright) to the Owner, and Contractor shall indemnify, defend, and hold harmless Owner and its agents,

employees, architects, engineers, consultants and contractors from any claim of copyright infringement or unauthorized use by any Person based upon Owner's use of the Work Product pursuant to this Section 12.5.

- d. Nothing in this Section 12.5 shall be deemed to relieve Contractor or any design professionals providing services through Contractor of their obligation under this Agreement that all design and design services provided for this Project meet the highest standard of care in Virginia for the applicable design professional providing such design or services.
- e. The assignment granted to Owner pursuant to this Section 12.5 is at no additional cost to Owner beyond the compensation required by this Agreement for the Services,

#### **12.6. SURVEY MONUMENTS AND BENCHMARKS.**

- a. The Contractor shall establish such general reference points, for written approval by the Owner's Representative, as will enable the Contractor to proceed with the Work. The Contractor shall provide new monuments where shown or specified. If the Contractor finds that any previously established reference points have been destroyed or displaced, or that none have been established, the Contractor shall promptly notify the Owner's Representative.
- b. The Contractor must protect and preserve established benchmarks and monuments and make no changes in locations without the written approval of the Owner's Representative. Established reference points that may be lost, covered, destroyed, or disturbed in the course of performance of the Work, or that require shifting because of necessary changes in grades or locations, must (subject to prior written approval of the Owner's Representative) be replaced and accurately located or relocated (as appropriate) by a licensed engineer or licensed land surveyor.
- c. New monuments shall be six (6) inches square by three (3) feet deep (unless otherwise specified), of concrete or stone, with a 3-inch copper or brass pin, 3/8-inch in diameter, in the center, and must be set flush with the ground or pavement in locations indicated on the site plan.
- d. Monuments will not be required where lines of buildings are coincident with property lines.
- e. The Contractor shall verify the figures shown on the survey and site plan before undertaking any construction work and shall be responsible for the accuracy of the finished Work.
- f. After completion of construction and before final payment, the Contractor must furnish the Owner blueprints (in triplicate) of plans showing the exact location of construction survey monuments with reference to true property lines.



#### **12.7. OWNER PARTIAL OCCUPANCY.**

- a. The Owner's Representative reserves the right of partial occupancy or use of facilities, services, and utilities, before final acceptance, without implying completion or acceptance of any part of the Project by the Owner. Before such occupancy or use, the Owner's Representative must furnish the Contractor an itemized list of Work remaining to be performed or corrected (Punchlist). Failure to list an item shall not relieve the Contractor of the responsibility for complying with the terms of the Contract Documents. Responsibility for damage to the Work within the partially occupied area shall be transferred to the Owner for any such partial occupancy or use.
- b. Costs incurred and delays to the completion of the Project as a result of such partial occupancy or use of facilities, services, and utilities are subject to equitable adjustment under Article XVII, Section 17.1.

#### **12.8. OWNER PROPERTY.**

- a. The Owner will deliver to the Contractor, at the time and locations stated in this Agreement, the Owner property described in the Specifications (the "Owner Property"). If that property, suitable for its intended use, is not delivered in a timely manner to the Contractor, the Owner's Representative may make an equitable adjustment in accordance with Article XVII, Section 17.1, if:
  - 1. The Contractor submits a timely written request for an equitable adjustment; and
  - 2. The facts warrant an equitable adjustment.
- b. Owner shall retain title to Owner Property even if the Owner Property is incorporated in or affixed to property not owned by the Owner. The Contractor may use the Owner Property only in connection with this Agreement. The Contractor shall maintain adequate property control records in a form acceptable to the Owner's Representative and shall make them available to Owner for inspection upon request.
- c. Upon delivery of Owner Property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except:
  - 1. For reasonable wear and tear;
  - 2. To the extent property is consumed in performing the Agreement; or
  - 3. As otherwise provided in the Contract Documents.
- d. Changes in Owner-Furnished Property

1. By written notice, the Owner's Representative may: (a) decrease the property provided or to be provided by the Owner under this Agreement; or (b) substitute other Owner owned property for the property to be provided by the Owner, or to be acquired by the Contractor for the Owner under this Agreement. The Contractor must promptly take any action the Owner's Representative may direct regarding the removal and shipping of the property covered by this notice.
  2. In the event of any decrease in or substitution of property pursuant to subparagraph d.1 above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Owner had agreed in this Agreement to make available, the Owner's Representative, upon the Contractor's written request, or if substitution causes a decrease in the cost of performance, on the Owner's Representative's own initiative, may equitably adjust any contractual provisions affected by the decrease, substitution, or withdrawal, in accordance with the "Changes" clause.
- e. The Contractor shall maintain and administer a program or system acceptable to the Owner's Representative for the utilization, maintenance, repair, protection, and preservation of Owner Property until it is disposed of in accordance with this Section 12.8.
  - f. The Owner, and any persons designated by it, shall at reasonable times have access to premises where any Owner Property is located for the purpose of inspecting it.
  - g. If Owner-furnished equipment is to be installed and is not on the construction site, the Owner will make separate arrangements to provide delivery to the site. Any costs to Contractor for labor associated with loading or unloading this Owner-furnished equipment will be negotiated.
  - h. Upon Substantial Completion, the Contractor shall follow the Owner's Representative's instructions regarding the disposition of all Owner Property not consumed in performing this Agreement or previously returned to the Owner. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Owner Property, as directed or authorized by the Owner's Representative. The net proceeds of any such disposal will be credited to award amounts due Contractor or will be paid to the Owner as directed by the Owner's Representative.

#### **12.9. OTHER CONTRACTS.**

The Owner may award other contracts for additional work, and the Contractor shall cooperate fully with the other contractors and Owner employees, and carefully fit in its own work as may be directed by the Owner's Representative. The Contractor must not unnecessarily commit or permit any act that will interfere with the performance of work by any other contractor or by Owner employees. Should contractors or Owner employees delay the Contractor, cause any damage to

Work or otherwise cause an increase in the Contractor's cost or time of performance, the contract sum and contract time shall be equitably adjusted.

#### **12.10. OWNER PROPERTY FURNISHED "AS IS".**

- a. The Owner makes no warranty whatsoever with respect to Owner Property furnished "as is" except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or (if not inspected by the Contractor) as when last available for inspection under the solicitation.
- b. The Contractor may repair any property made available to the Contractor "as is." Repair will be at the Contractor's expense except as otherwise provided in this paragraph. Such property may be modified at the Contractor's expense, but only with the written permission of the Owner's Representative. Any repair or modification of property furnished "as is" shall not affect the Owner's title.
- c. If there is any change (between the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation) in the condition of Owner Property furnished "as is" that will adversely affect the Contractor, the Contractor must, upon receipt of the property, notify the Owner's Representative of that fact, and (as directed by the Owner's Representative) either (1) return the property at the expense of the Owner or otherwise dispose of it, or (2) effect repairs to return it to the condition it was in when inspected under the solicitation, or (if not inspected) as it was when last available for inspection under the solicitation. Upon completion of (1) and (2) above, the Owner's Representative, upon written request from the Contractor, will equitably adjust any contractual provisions affected by the return, disposition, or repair, in accordance with the "Changes" clause. The foregoing provisions for adjustment are exclusive, and the Owner is not liable for any delivery of Owner property furnished "as is" in a condition other than that in which it was originally offered.
- d. Except as otherwise provided in this paragraph, Owner Property furnished "as is" shall be governed by this Section 12.10 of this Agreement.

#### **12.11. RECORDS INSPECTION AND COPYING**

Contractor agrees that the Owner may, at its option and expense, inspect and copy all records relating to the Services provided under this Agreement to the extent necessary to confirm compliance with the terms of the Agreement.

### **ARTICLE XIII** **ADMINISTRATIVE ITEMS**

#### **13.1. STANDARD REFERENCES.**

All publications and other documents (such as manuals, handbooks, codes, standards, and specifications) cited in this Agreement for the purpose of establishing requirements applicable to equipment, materials, or workmanship are hereby incorporated by reference in this Agreement.

#### **ARTICLE XIV** **SUBCONTRACTING**

##### **14.1. SUBCONTRACTS**

- a. Nothing in this Agreement shall be construed to create any contractual relationship between any subcontractors and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among subcontractors or to limit the Work performed by any trade.
- b. The Contractor shall be responsible for acts and omissions of its own employees, of subcontractors and their employees, and any other person providing Work on the Project through Contractor. The Contractor shall be also responsible for the coordination of the Work of the trades of subcontractors.
- c. The Owner will not undertake to settle any differences among the Contractor, the Prime Construction Contractor, the A-E, and subcontractors or any of them.

#### **ARTICLE XV** **PROTECTION OF PERSONS AND PROPERTY**

##### **15.1. ACCIDENT PREVENTION.**

- a. All Work on this project shall be performed in compliance with the Occupational Safety and Health Act of 1970 and with local or state occupational safety and health regulations enforced by an agency of the locality or state under a plan approved by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In the event the requirements are different or in conflict, the more stringent requirement shall apply.
- b. The Contractor shall maintain an accurate record of exposure data and all accidents incidental to the Work resulting in death, traumatic injury, occupational disease, or damage to property, material, supplies, or equipment. The Contractor shall submit regular Project safety reports, exposure data, and accident reports, as prescribed by the Owner's Representative.
- c. Health and Safety Plans are required as follows:
  - 1. Prior to commencing on-site work, the Contractor must submit to the Owner's Representative, in triplicate, a Health and Safety Plan designed to provide a system by which hazards on the Project site will be controlled to minimize or eliminate occupational injuries or illnesses during performance of the contract.

2. The Health and Safety Plan must state that the Prime Construction Contractor, A-E, and all subcontractors are required to comply with the Contractor's Project safety rules and requirements issued under the authority of that program.
  3. The Health and Safety Plan Shall identify, by name, the Contractor's representative responsible for the execution of the Project safety program. The Contractor's Project safety representative must have the express written authority from the Contractor to stop work, to abate hazardous conditions or unsafe practices, and to eject any Contractor, Subcontractor, or vendor employees from the Project site for failure to comply with safety requirements.
  4. When conducting work at existing Owner facilities, the Health and Safety Plan must include the precautionary measures to be taken to protect Owner staff, faculty, students, employees and the public.
- d. The authority, responsibilities, and duties of the Contractor's Project safety representative shall be incorporated as part of the written Health & Safety Plan. The safety responsibilities include, but are not limited to, conducting subcontractor construction safety program reviews, conducting employee safety orientation training, conducting weekly safety meetings, conducting daily site safety inspections, auditing Subcontractor safety compliance, and preparing required periodic and special safety reports.
- e. In addition to the general requirements of Health and Safety Standards, the Contractor, A-E and Prime Construction Contractor, specifically must comply with applicable OSHA requirements concerning Hazard Communications Standards. Details of the Contractor's hazard communications program shall be included in the Health & Safety Plan.

## **15.2. HEALTH AND SAFETY STANDARDS.**

- a. In performing this contract, the Contractor shall:
1. Comply with applicable Occupational Safety and Health Standards promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA).
  2. Comply with any other applicable federal, state, or local regulations governing workplace safety to the extent they do not conflict with a.1 above; however, the more stringent shall apply.
  3. Comply with any Owner standard unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.



4. Take all other proper precautions to protect the safety and health of the Contractor's employees, Owner staff, faculty, students, employees, and the public.
- b. The Contractor shall coordinate its use of existing Owner premises with the Owner's Representative. Subjects of this coordination include the designation of Work and storage areas; the extent, if any, of use by the Contractor of Owner tools and equipment; the furnishing by the Contractor of appropriate signs and barricades to exclude unauthorized personnel from the work areas and to call attention to hazards and dangers; and other matters relating to the protection of Owner staff, faculty, students, employees, property and the public.
- c. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards pursuant to the authority of OSHA, and to other safety and health requirements specified in this contract or order. When conducting work on existing facilities, the Contractor must provide the Owner's Representative copies of Material Safety Data Sheets (MSDS) for any hazardous material, as defined by OSHA's Hazard Communications Standards, to be used on the job.
- d. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current Occupational Safety and Health Standards are available from regional and/or area offices of the U.S. Department of Labor, Occupational Safety and Health Administration.

**15.3. PROTECTION OF THE ENVIRONMENT, EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS.**

- a. The Contractor shall perform all work necessary to implement and accomplish a program to prevent environmental pollution during or as a result of construction performed under this Agreement. As a minimum, the Contractor's work must conform to all requirements of applicable federal, state and local law.
- b. The Contractor must preserve, protect and maintain all existing vegetation (such as trees, shrubs, and grass), landscape features, athletic fields, and structures on or adjacent to the site of work that are not to be removed. Care must be taken in removing trees authorized by the Owner's Representative for removal, to avoid damage to vegetation that will remain in place. Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations must be restored by the Contractor. The Owner's Representative decides what method of restoration must be used and whether damaged trees and/or shrubs will be treated or replaced. The Contractor shall use guard posts or barriers as necessary to control vehicular traffic passing close to trees and/or shrubs to remain. Areas disturbed, such as temporary roadways or embankments, must be restored to near natural conditions that will permit the growth of vegetation. Disturbed areas must be graded

and filled as required, covered with six inches of topsoil and landscaped as per the Contract Documents.

- c. The Contractor shall protect from damage all existing improvements or utilities at or near the site of the work, the location of which is known, and must repair or restore any damage to these facilities resulting from failure to comply with the requirements of this contract or to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair such damage promptly, the Owner's Representative may have the necessary work performed and charge the cost to the Contractor.
- d. The Contractor shall obtain approval from the Owner's Representative for any temporary roads, embankments and disposal areas not included in Project Specifications or Drawings and restore such areas to original conditions, including appropriate landscaping, upon the completion of work.
- e. Monuments, markers and works of art must be protected. Items discovered that have potential historical or archeological interest must be preserved. The Contractor must leave the archeological find undisturbed and must immediately report the find to the Owner's Representative so that the proper authority may be notified. The contract sum and contract time shall be equitably adjusted if the Contractor incurs additional cost or time to perform as a result of any such discovery.
- f. Contractor shall follow all Environmental Protection Agency, Department of Environmental Quality and other applicable governmental regulations and guidelines, as to the labeling, use, storage and disposal of "hazardous waste", which shall for the purposes of this agreement be defined as (a) any chemical, substance, material, mixture, contaminant or pollutant, now or hereafter defined as a "hazardous substance" under the comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; (b) petroleum, crude oil, or any fraction thereof; (c) any pollutant, contaminant, special waste or toxic substance now or hereinafter listed, defined by or subject to regulation under any federal, state or local statute, ordinance, rule, regulation, standard, policy, guidance, permit, order, administrative or judicial decision or pronouncement, previously, currently or hereafter in effect, as amended from time to time, pertaining to health, safety, or the environment, including without limitation, natural resources, environmental regulation, contamination, pollution, cleanup, or disclosure. Contractor agrees to indemnify, hold harmless and defend Owner and all Owner's successors, employees, officers, boards, board members, representatives, and agents from any liability, claim, demand, action, cause of action, suit, loss, damage, injury, expense, cost, settlement, or judgment of any kind or nature including but not limited to demands, fines, remediation's, or penalties asserted by any governmental entity, as a result of the treatment, storage, disposal, handling, spillage, leakage, or presence in any form in soils, surface waters, groundwater's, air, or property, of any wastes or "hazardous waste" as defined in

this paragraph, at the subject property, to the extent caused or contributed to by Contractor or Contractor's subcontractors.

#### **15.4. ACCESS TO SITE.**

The Contractor's access to the site and use of existing roads will be as agreed to by the Contractor and the Owner's Representative including issuing vehicle passes for construction and private vehicles.

#### **15.5. HANDLING ASBESTOS AND OTHER HAZARDOUS MATERIALS.**

The Contractor assumes that no asbestos is located in any of the areas that have been defined as the project scope area. The Owner shall furnish documentation of that fact.

#### **15.6. ELEVATOR WORK-QUALIFICATIONS. (N/A – NO ELEVATORS REQUIRED FOR THIS PROJECT)**

- a. The Contractor, Prime Construction Contractor, or the subcontractor whom the Contractor uses for performance of the elevator work, must have had at least three (3) years of successful experience in installing and servicing elevators.
- b. In addition, the Contractor, the Prime Construction Contractor, or its subcontractor must have installed, on at least two prior projects, elevators comparable to those required for this Project that have performed satisfactorily under conditions of normal use for a period of not less than one (1) year. To be considered comparable, prior installations must have not less than the same number of elevators operating together in one group as the largest number in any group specified for this Project, except that a group of four may be considered comparable to a large group specified for this Project.
- c. A list of the prior comparable installations by the Contractor, the Prime Construction Contractor, or its subcontractor, together with the names and addresses of the buildings, the names of the owners or managers, and any other pertinent information required must be submitted promptly upon request of the Owner.
- d. The names, addresses, experience, and statement of work to be performed by each subcontractor or second-tier subcontractor whom the Contractor, Prime Construction Contractor, or the principal subcontractor, as the case may be, will use for performance of minor portions of the installation of elevators must also be submitted promptly upon request of the Owner.
- e. The Owner may reject the proposed elevator subcontractor if it is determined that it has failed to meet the experience requirements, or if it has been found to have an unsatisfactory record of prior elevator installations. In the case of rejection, the Contractor must resubmit another name within ten (10) days for renewed consideration.

**ARTICLE XVI**  
**PAYMENTS**

**16.1. INVOICES (CONSTRUCTION).**

- a. The Contractor's invoices must be submitted before payment can be made.
- b. The Contractor agrees that submission of an invoice to the Owner for payment is a certification that:
  - 1. Any services being billed for have been performed in accordance with the requirements of the Contract Documents; and
  - 2. Any supplies for which the Owner is being billed have been delivered or suitably stored off site, with appropriate insurance coverage, and in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated in the Contract Documents. Contractor shall provide, suitable to Owner's Representative approval, evidence of insurance for storage facility, a complete inventory of items, a written right of access to the items, and certification of title to the Owner.
- c. To ensure proper payment, Contractor must furnish all documents required elsewhere in the Contract Documents and/or as reasonably required by the Owner's Representative.

**16.2. PAYMENT.**

- a. Reimbursable Costs for Construction:
  - 1. The Owner will make progress payments monthly within thirty (30) calendar days of receipt of the Contractor's invoice or at more frequent intervals as determined by the Owner's Representative. Before the first progress payment becomes due, the Contractor must prepare a schedule of values reasonably acceptable to the Owner's Representative. The values in the breakdown will be used for determining progress payments.
  - 2. If material delivered to the Project site that will be incorporated into the Project will be taken into consideration in computing progress payments, before each payment is made, the Contractor must furnish the Owner's Representative proof of the quantity, value, and delivery of such material.
  - 3. In making progress payments, the Owner's Representative will ordinarily retain five percent (5%) of the progress payments earned on the construction portion of the work.
  - 4. All material and work covered by progress payments will be the sole property of the Owner. However, this paragraph does not:

- (a) Relieve the Contractor of responsibility to protect and safeguard material and work for which payment has been made or for restoration of any damaged work; or
    - (b) Waive the right of the Owner to require fulfillment of all terms of the Contract Documents.
  - 5. Before receiving a progress payment or final payment under this Agreement, the Contractor must certify to the Owner's Representative that payment due to the Prime Construction Contractor and subcontractors have been made from the proceeds of prior payments or will be made in a timely fashion from the payment then due the Contractor.
  - 6. Upon completion and acceptance of all work, the amount due the Contractor under this Agreement shall be paid upon presentation of a properly executed invoice, after the Contractor has furnished the Owner with a release of all claims against the Owner arising by virtue of this Agreement, other than claims in stated amounts that must be specifically excepted by the Contractor from the operation of the release. If the final cost as audited by the Owner is less than the GMP, the final invoice shall include any share in savings (see Section 5.7). If the sum of all progress payments and the final invoice is greater than the GMP, the final invoice shall be adjusted so that the sum of all progress payments and the final payment is not greater than the GMP. If the Contractor's claim to amounts payable under the Agreement has been assigned as provided in the Assignment of Claims clause, a release may also be required of the assignee.
- b. Payment of the Fixed Fees will be made in accordance the schedule contained in Exhibit D.

### **16.3. CONSTRUCTION COST BREAKDOWN.**

The Contractor's submission of their Guaranteed Maximum Price (GMP) shall include a construction cost breakdown by CSI Division and other breakdowns as reasonably requested by Owner's Representative. The Contractor shall provide copies of its contract with its Prime Construction Contractor and construction subcontracts and a comparison to the GMP, for approval by the Owner's Representative, and for use in verifying monthly construction invoices.

### **16.4. ALLOWABLE COST AND PAYMENT.**

- a. **Invoicing:** The Owner will make payments to the Contractor when requested as work progresses, but not more than monthly, in amounts approved by the Owner's Representative, such approval not to be unreasonably withheld. The Contractor must submit an invoice or voucher to the address specified by Owner, supported by a statement of claimed allowable costs of performing this Agreement, in such form and detail as the Owner's Representative may reasonably require.



- b. **Audit:** At any time or times before final payment, the Owner's Representative may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be:
  - 1. Reduced by amounts found by the Owner's Representative not to constitute Reimbursable Costs;
  - 2. Adjusted for prior overpayments or underpayments; or
  - 3. If the total adjusted amount exceeds Twenty percent (20%) the Contractor shall reimburse the Owner for the cost of the audit.
- c. **Final Payment:**
  - 1. The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the Work, but not later than one year (or longer, as the Owner's Representative may approve in writing) from Substantial Completion. Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this Agreement, the Owner will promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
  - 2. In exchange for final payment the Contractor shall release the Owner and its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Agreement, except for those that have been identified as open in the final invoice.

## **ARTICLE XVII**

### **CHANGES/CLAIMS/DISPUTES**

#### **17.1. CHANGES.**

- a. The Owner may at any time, without notice to any sureties, by written change specifically designated or indicated to be a Change Order or Change Directive, make a Change, including, without limitation, one that:
  - 1. Changes the Plans and Specifications (including Drawings and designs);
  - 2. Changes the method or manner of performance of the Work;
  - 3. Changes the Owner-furnished facilities, equipment, materials, services, or site; or
  - 4. Directs acceleration in the performance of the Work.
- b. Any other written or oral order, direction, instruction, interpretation, or determination from the Owner that results in a change to the Scope of Work or its

duration will only be treated as a Change Directive, allowing a change in compensation or schedule, only if (1) the Contractor gives the Owner's Representative written notice as soon as possible, but not later than within ten (10) days, of the receipt by Contractor, the Prime Construction Contractor, or any subcontractor, whichever has first receipt of such order, direction, instruction, or determination, stating (i) the date, circumstances, and source of the order, direction, instruction or determination, and (ii) that the Contractor regards the order, direction, instruction or determination as a Change, and (2) Contractor does not incur additional costs attributable to such order, direction, instruction or determination without first receiving a Change Directive from Owner unless waiting for a Change Directive is clearly unreasonable under the circumstances.

- c. Except as provided in this Section 17.1, no order, direction, instruction, interpretation, determination, statement, or conduct of the Owner's Representative may be treated as a Change or entitle the Contractor to any adjustment in compensation or schedule.
- d. If any Change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work, the Owner shall issue a Change Order or Change Directive. However, no claim for any Change shall be allowed for which the Contractor has not strictly complied with the requirements of paragraph b as well as all other requirements of this Agreement. No claims will be allowed for defective plans or Specifications prepared by or for the Contractor.
- e. No claim by the Contractor shall be allowed if asserted after final payment under this Agreement.
- f. After approval of final Plans and Specifications, except for the correction of errors and omissions, the Contractor shall not make or allow any changes in the Plans or Specifications, including Drawings and Designs, without prior written approval of the Owner's Representative.
- g. The GMP shall be adjusted for cost overruns and underruns in the allowances. The Contractor shall include in the GMP all allowances stated in the Agreement, Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner's Representative may direct or as required to perform the Work, however the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Unless otherwise provided in this Agreement, (1) allowances shall cover the Reimbursable Costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts but no other costs, whether or not such costs would otherwise constitute Reimbursable Costs; (2) Contractor's cost for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the GMP but not in the allowances; and (3) whenever Reimbursable Costs covered by (1) are more or less

than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual Reimbursable Costs covered by (1) costs and the allowances. Materials and equipment under an allowance shall be selected by the Owner's Representative in sufficient time to avoid delay in the Work. Allowance overruns may be deducted from the Owner's portion of savings, if any, in the Contractor's contingency, with the Contractor's prior written approval such approval, to be at the sole discretion of Contractor.

- h. The Contractor shall not proceed with any Change until the Owner has obtained all necessary approvals and funds to pay for the Change.

#### **17.2. CHANGE ORDER ACCOUNTING.**

The Owner's Representative may require Change and Change-order accounting whenever the estimated cost of a Change or series of related Changes exceeds \$100,000. The Contractor, for each Change or series of related Changes, must maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the Change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the Changes ordered by the Owner's Representative or the matter is finally disposed of in accordance with Section 17.5.

#### **17.3. EQUITABLE ADJUSTMENTS.**

- a. **Fixed Fees for A-E Services:**

1. There shall be no monetary adjustment to any of the Fixed Fees component for Architect-Engineer Services under this Agreement except where the Scope of Work has been modified by the Owner in writing. The A-E component of Fixed Fees for such Scope of Work changes shall only be adjusted when the Owner-requested change requires a duplication of Work that has already been accomplished, causes an appreciable increase in direct labor, material or other costs to Work included under the A-E component of the Fixed Fees, or requires new labor, material or other direct costs of Work not included under the existing A-E component of the Fixed Fees. All other changes required to complete the Work shall be the responsibility of the Contractor.
2. Adjustment in the A-E component of Fixed Fees shall be based upon the extent of change to the Work and not upon a percentage of construction costs. The Owner will negotiate an adjustment on the basis of the costs per discipline for the production of Drawings, calculations, Specifications, estimating, and other services. Prior to negotiations, the Contractor shall submit an Estimate of Fee for Modification of Design.
3. Where a proposal for a Fixed Fees modification is submitted by the Contractor, the overhead, profit and commission percentages included in

the proposal will be based solely on changes in labor, material, or other direct costs covered under the Fixed Fees. No percentages for overhead, profit, or commission shall be allowed on employment taxes under FICA and FUTA. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved. The percentages shall not the maximums shown below, will be allowed regardless of the number of tiers of subcontractors; that is, the markup on work subcontracted by a subcontractor will be limited to one overhead percentage and one profit percentage in addition to the Contractor's commission percentage. On proposals covering both increases and decreases of the Fixed Fees of the Agreement, the overhead, profit, and where applicable commission will be computed on the net change only.

	Overhead	Profit	Commission
To Contractor on work performed by other than own forces	0%	0%	10%
To Architect and/or the subcontractors for that portion of work performed with their respective forces	140%*	10%*	0%

\* billable rate multiplier

4. The Contractor must submit with its proposal its request for time extension (if any).
5. In considering a proposal, the Owner may check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.
6. Upon written request by the Owner's Representative, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in subparagraphs (a.1) through (a.6) of this clause, for Work involving proposed changes covered by the request, within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. If, within a reasonable time after the receipt of such proposal, the Owner's Representative orders the Contractor to proceed with the performance of the Work contemplated, the proposal submitted prior to the order will constitute the Contractor's statement of the monetary extent of claim for equitable adjustment to any component of the Fixed Fees.

**b. Reimbursable Costs and Fixed Fees for Development and Construction:**

1. There shall be no monetary adjustment to the GMP under this Agreement except when the Scope of Work has been modified by the Owner by a written Change and except as allowable under the other provisions of this Agreement. All other changes required to complete the Work shall be the responsibility of the Contractor.
2. In the event of a Change, an appropriate monetary adjustment to the GMP will be made if all the requirements of this Agreement are met. The Contractor's written statement of the monetary extent of any claim for equitable adjustment under this Agreement shall be submitted in the form of a lump sum proposal (unless otherwise requested) with an itemized breakdown of all increases or decreases in the cost of the Contractor's and all subcontractors' Work, in at least the following detail:
  - (a) Material quantities and unit cost
  - (b) Labor costs (identified with the specific item of material to be placed or operation to be performed)
  - (c) Construction equipment
  - (d) Worker's Compensation, Automobile and Public Liability Insurance, Builder's Risk
  - (e) Overhead-Subcontractor only
  - (f) Profit-Subcontractor only
  - (g) Employment taxes under FICA and FUTA
3. The Contractor's and Contractor's overhead, profit and commission will be included in a modification to the component of the Fixed Fees for Development and Construction Support Services, if required. The subcontractors' overhead and profit percentage included in the proposal shall be considered to include, but not be limited to, insurance other than mentioned in b.2. of this clause, use of small tools, incidental job burdens, and general office expense. No percentages for overhead, profit or commission shall be allowed on employment taxes under FICA and FUTA. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved. Not more than two percentages for subcontractor's work, not to exceed ten (10) percent each, will be allowed regardless of the number of tiers of subcontractors; that is, the markup on Work subcontracted by a subcontractor will be limited to one overhead percentage and one profit percentage. On proposals covering both increases and decreases of the Scope of Work, the overhead and profit will be computed on the net change only.



4. The Contractor shall submit with its proposal its request for time extension (if any).
5. In considering a modification to the GMP, the Owner may check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.
6. Where modification is made to the GMP, appropriate adjustment will be made to the Fixed Fees for Development and Construction Support Services. This adjustment should include the Contractor's profit and overhead costs only for Work which:
  - (a) Requires a duplication of Work already included under the fee that has already been accomplished;
  - (b) Causes an appreciable increase in direct labor, material or other costs included under the fee; or
  - (c) Requires new labor, material or other direct costs of work not included under the fee.

The Contractor's and Contractor's percentage of profit and overhead costs shall be negotiated and may vary according to the nature, extent, and complexity of the Work, but will not exceed ten (10) percent for the Contractor and ten (10) percent for the Contractor in total.

7. Payment for a Change involving construction Work will be made on the basis of direct construction costs and subcontractor costs that are Reimbursable Costs, up to the limit of the revised GMP. Payment for Contractor and Contractor services shall be made on the basis of the negotiated fee.
8. After receipt of a Change proposal with a detailed breakdown, the Owner's Representative will act reasonably promptly thereon. However, when the necessity to proceed with a Change does not allow sufficient time to evaluate a proposal, or in the event of a failure to reach an agreement on a revised GMP, the Contractor, if directed by Owner, shall proceed with the Work and will be reimbursed for all direct costs. The GMP shall be subsequently modified based on the actual cost of the change, plus a fee increase for overhead and profit as provided in this Article XVII.
9. Upon written request by the Owner's Representative, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in subparagraphs (b.1) through (b.9) of this clause, for Work involving contemplated changes covered by the request, within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. If, within a reasonable time after receipt of such

proposal, the Owner's Representative orders the Contractor to proceed with the performance of the Work proposed, the proposal submitted prior to the order shall constitute the Contractor's statement of the monetary extent of its claim for adjustment to the Guaranteed Maximum Price.

#### **17.4. DIFFERING SITE CONDITIONS**

Contractor represents that it has recommended the site(s) for the Project and has had full opportunity to inspect such site(s) to determine suitability for this Project. Contractor therefore waives any claim to an adjustment in Guaranteed Maximum Price arising from subsurface, latent or other unknown physical conditions at the site and voluntarily assumes the risk of increased costs associated with the possible existence of such conditions.

#### **17.5. RESOLUTION OF DISPUTES, CLAIMS AND OTHER MATTERS**

Disputes, claims and other matters in question between the parties shall only be resolved as follows:

- a. The Contractor shall give Owner written notice of any claim for any additional compensation, damages, or delay within ten (10) days of the beginning of the occurrence of the event leading to the claim being made, or within ten (10) days of when Contractor or any of its subcontractors first knew or first reasonably should have known of the occurrence of the event leading to the claim being made, and Contractor shall submit the actual claim and any supporting data reasonably available within thirty (30) days after the occurrence giving rise to the claim ends unless otherwise agreed in writing by the parties. The "occurrence" means the condition encountered in the field giving rise to the claim and not a later dispute about payment for that condition. Claims of delay will be resolved as they occur, and no claims of cumulative impacts or deferral of claimed delay will be allowed. Complete satisfaction of this Section 17.5 (a) is a condition precedent for Contractor to pursue a claim arising under or relating to this Agreement, and failure by Contractor to satisfy this subparagraph (a) as to written notice or, unless otherwise agreed in writing by the parties, to submit its claim and reasonably available data in accordance with this Section 17.5 (a) shall waive any claim by Contractor as to which such failure applies. Unless otherwise agreed by the parties, the Owner shall act on any claims within ninety (90) days of receipt.
- b. The parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations. Either party may, within thirty (30) days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. The McCammon Group shall serve as the mediator.

- c. If direct negotiations fail to produce a satisfactory resolution and the dispute, claim or matter in question remains unresolved, then either party may institute a lawsuit or chancery action, as appropriate, in the Circuit Court of Amherst County, Virginia, or if the subject or amount in controversy is within its jurisdiction, the General District Court of Amherst County, Virginia.
- d. Nothing in Sections 17.5 (b) or 17.5 (c) shall prevent a party from seeking immediate temporary injunctive or other temporary equitable relief in the Amherst County Circuit Court if circumstances so warrant.
- e. In the event of any dispute, claim, or other matter in question arising, Contractor shall continue its performance diligently during its pendency as if no dispute, claim or other matter in question had arisen. During the pendency of any dispute in connection with the payment of moneys, Contractor shall be entitled to receive payments for non-disputed items.
- f. No claim by Contractor shall be allowed if submitted after final payment.

## **ARTICLE XVIII**

### **TERMINATION**

#### **18.1. TERMINATION FOR CONVENIENCE.**

- a. Performance under this Agreement may be terminated by the Owner for convenience in whole or in part at any time. A termination may be affected by delivery to the Contractor of a notice of termination specifying the extent of work terminated, and the effective date of the termination (thirty (30) calendar days minimum notice).
- b. Upon receipt of a notice of termination, unless otherwise directed by the Owner's Representative, the Contractor must take the following actions:
  - 1. Stop work to the extent specified in the notice.
  - 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of the unterminated work.
  - 3. Terminate all orders and subcontracts to the extent that they relate to the work terminated.
  - 4. Settle all outstanding liabilities and claims arising out of the termination of orders and subcontracts.
  - 5. Transfer title to the Owner and deliver as directed by the Owner's Representative;

- (a) Work in process, completed Work, and other material produced as a part of or acquired for the work terminated; and
  - (b) The completed or partially completed (in both hard copy and electronic format) Plans, Drawings, Specifications, information, and other property that, if the Agreement had been completed, would have been furnished to the Owner.
- 6. Use its best efforts to sell, as directed by the Owner's Representative, any property of the types referred to in paragraph b (5) above, provided that the Contractor may acquire property under the conditions prescribed and at prices approved by the Owner's Representative, and the proceeds of any such transfer shall be applied in reduction of any payments to be made by the Owner to the Contractor, or be credited to the price or cost of the Work covered by this Agreement, or be paid in any manner directed by the Owner's Representative.
- 7. Complete performance of the Work not terminated.
- 8. Take any action that may be necessary, or that the Owner's Representative may direct, for protecting and preserving any property related to this Agreement that is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- c. At any time, the Contractor may submit to the Owner's Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, and may request the Owner to remove inventory items or enter into a storage agreement covering them. Not later than fifteen (15) calendar days after receiving this request, the Owner will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the Owner's Representative upon removal of the items or, if the items are stored, within forty five (45) days after submission of the list.
- d. After termination, the Contractor must submit to the Owner's Representative a termination claim in the form and with the certification prescribed by the Owner's Representative. The claim must be submitted promptly, but in no event more than one (1) year after the effective date of termination, unless an extension in writing is granted by the Owner's Representative. However, if the Owner's Representative determines that the facts justify such action, any termination claim may be received and acted upon at any time after the one (1) year period. Upon failure of the Contractor to submit a termination claim within the time allowed, the Owner's Representative may determine, on the basis of the information available, the amount, if any, due the Contractor by reason of the termination and will pay that amount.

- e. If the Contractor and the Owner's Representative fail to agree on the amount to be paid to the Contractor by reason of the termination, the Owner will pay the Contractor the total of:
  - 1. The amount payable per the Draw Schedule for Fixed Fees and the Schedule of Values for Reimbursable Costs based on the progress obtained on the Project at the time of the termination;
  - 2. The cost of settling and paying claims arising out of the termination of Work under subcontracts.
- f. The total sum to be paid to the Contractor may not exceed the GMP as reduced by the payments made and as further reduced by the Agreement price of Work not terminated. Except for normal spoilage, and except to the extent that the Owner expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under paragraph e above, the fair value, as reasonably determined by the Owner's Representative, of property destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer.
- g. The Contractor has the right of review under the "Claims and Disputes" clause of any determination made by the Owner's Representative under paragraph (d) or (e) above, except that, if the Contractor has failed to submit its termination claim within the time provided in paragraph (d) above and has failed to request an extension of time, there may be no right of review.
- h. In arriving at the amount due the Contractor, there must be deducted:
  - 1. Any valid claim that the Owner may have against the Contractor under this Agreement; and
  - 2. The agreed price for or the proceeds of sale of materials, supplies, or other things kept by the Contractor or sold and not recovered by or credited to the Owner.

If the termination is partial, the Contractor must file with the Owner's Representative a request in writing for an equitable adjustment of the price specified in the Agreement relating to the continued portion of the Agreement.

#### **18.2. TERMINATION FOR DEFAULT.**

- a. The Owner may, subject to paragraph d below, by written notice of default to the Contractor, terminate this Agreement in whole or in part if the Contractor fails to:
  - 1. Complete the requirements of this Agreement within the time specified in the Agreement or any extension;
  - 2. Make progress, so as to endanger performance of this Agreement; or



3. Perform any of the other material provisions of this Agreement (but see subparagraph (b) following).
- b. Owner may terminate this Agreement under paragraph a.2 or a.3 if the Contractor does not commence to cure the failure within ten (10) calendar days (or more if authorized in writing by the Owner's Representative) after receipt of the notice from the Owner's Representative specifying the failure.
- c. Owner may terminate this Agreement without notice or opportunity to cure if Contractor declares bankruptcy, is involuntarily placed into bankruptcy and fails to take prompt and effective action to secure dismissal of such petition, makes a general assignment for the benefit of creditors, or otherwise enters an arrangement of trusteeship or receivership.
- d. If the Owner terminates this Agreement in whole or in part, it may acquire similar supplies or services or complete the Work, and the Contractor will be liable to the Owner for any excess costs. However, the Contractor must continue the Work not terminated.
- e. Except for defaults of subcontractors at any tier, the Contractor is not liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of the Contractor.
- f. If this Agreement is terminated for default, the Owner may require the Contractor to transfer title and deliver to the Owner, as directed by the Owner's Representative, any completed supplies, partially completed supplies, and materials, parts, tools, dies, jigs, fixtures, plans, Drawings, information, and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this Agreement. Upon direction of the Owner's Representative, the Contractor shall also protect and preserve property in its possession in which the Owner has an interest.
- g. The Owner will pay the Agreement price for completed items delivered and accepted. The Contractor and Owner's Representative may agree on the amount of payment for items delivered and accepted under paragraph e above for the protection and preservation of the property. Failure to agree shall be deemed a dispute under Section 17.5 of this Agreement. The Owner may withhold from these amounts any sum the Owner's Representative determines to be necessary to protect the Owner against loss because of outstanding claims.
- h. If, after termination, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.
- i. The rights and remedies of the Owner under this Section 18.2 are in addition to any other rights and remedies provided by law or under this Agreement.

### **18.3. TERMINATION FOR OWNER DEFAULT.**

- a. The Contractor may terminate the Agreement for default if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, the Owner has not issued a certificate for payment and has not notified the Contractor of the reason for withholding the certificate for payment within thirty (30) calendar days of receipt of a valid invoice, or because the Owner has not made payment within thirty (30) calendar days after the time stated in the Agreement for payment.
- b. The Contractor may terminate the Agreement for default if, through no fault of the Contractor, Contractor, or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor or Contractor, repeated suspensions, delays or interruptions of the entire work by the Owner, other than resulting from a termination for convenience or termination of Contractor for default, as described in the contract, constitute in the aggregate more than one hundred twenty (120) calendar days in any three hundred sixty five (365) calendar day period.

## **ARTICLE XIX** **INSPECTION AND ACCEPTANCE**

### **19.1. INSPECTION OF PROFESSIONAL SERVICES.**

The Owner's Representative may, at any time or place, inspect the services performed and the products, including documents and reports. No matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement, the Owner's Representative may reject any services or products that do not meet the requirements of this Comprehensive Agreement. No payment will be due for any services or products rejected under this clause.

### **19.2. INSPECTION AND ACCEPTANCE.**

- a. Owner inspection and testing of materials and workmanship will be made at reasonable times at the site of the Work or off the site as the Owner's Representative may direct. Off-site inspection or testing does not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Owner after acceptance of the completed work under the terms of paragraph f of this section.
- b. The Contractor shall, without charge, replace any material or correct any workmanship found by the Owner not to conform to the contract requirements including the Standard of Care, unless the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- c. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Owner may, by contract or otherwise, replace or correct it and charge the cost to the Contractor.
- d. The Owner may examine completed Work by removing or tearing it out. The Contractor must replace or correct any Work found not to conform to contract requirements. If Work is torn out and found to comply with contract requirements, the Owner's Representative must make an equitable adjustment for the services provided for the inspection and replacement of the Work.
- e. The Owner will inspect the Work as soon as practicable after completion.
- f. The Owner may terminate this Agreement for default and seek any remedy allowed by law if the Contractor does not maintain an acceptable inspection system or follow Owner directions to replace or correct incorrect or defective items.

### **19.3. TECHNICAL SUPERVISION.**

- a. Performance of the Work is subject to technical input by representatives of the Owner. Technical input includes suggestions to the Contractor which fill in technical details, suggest possible lines of inquiry, or otherwise clarifies the scope of Work, but do not constitute new scopes of Work.
- b. The Owner reserves the right to use construction management support services (CMSSC) personnel, or other qualified personnel under contract to the Owner, to provide such technical supervision.

### **19.4. APPROVAL OF DESIGN.**

- a. The Owner's Representative must approve final Plans and Specifications. However, phased or fast track construction may commence prior to approval of final Plans and Specifications, provided the Owner's Representative has approved in writing such Plans and Specifications covering only that phase of the Work. The Owner's Representative's review will be primarily for general arrangement and compliance with Owner requirements included as part of the Agreement.

Owner's Representative's approval shall not be construed as:

- 1. Permitting any departure from the contract requirements, without specific prior written approval.
- 2. Relieving the Contractor of responsibility for any errors including, but not limited to, details, dimensions and materials.
- 3. Relieving the Contractor of responsibility for compliance with applicable codes of local, state, or federal codes or regulations.

- b. After approval of Plans and Specifications, the Contractor shall be responsible for revising Plans and Specifications to correct deficiencies. Copies of revised Plans and Specifications shall be furnished to the Owner's Representative. There shall be no modification to any fee or to the GMP to the Agreement, as a result of such deficiencies.

#### **19.5. PROJECT CLOSEOUT.**

Unless specified for an earlier date elsewhere in this Agreement, the Contractor shall process all documents, changes, claim submissions, complete all Project closeout items, and submit a final report certifying that this action has been taken not later than six (6) months after the date of Substantial Completion.

#### **19.6. ASBESTOS FREE AND LEAD-BASED PAINT FREE CERTIFICATION.**

The Contractor shall certify that no asbestos-containing building materials or lead-based paints (interior or exterior) were used in this Project. The Contractor shall include completed and unaltered asbestos free and lead-based paint certifications as a closeout submittal document. The only acceptable alternative for asbestos certification is to conduct a post-construction asbestos survey in accordance with AHERA requirements.

### **ARTICLE XX** **MISCELLANEOUS**

#### **20.1. REPRESENTATIONS AND WARRANTIES OF AUTHORITY.**

- a. Contractor represents and warrants that it has legal authority to enter into this Agreement and perform all of its obligations herein, that all Work under this Agreement shall be performed by appropriately licensed entities or individuals when required, and that the execution of this Agreement by it has been duly and properly authorized. As a condition to this Agreement's effectiveness, Contractor shall provide to Owner a certificate in form and with attachments satisfactory to Owner showing to Owner's satisfaction Contractor's legal existence and authority to enter into this Agreement.
- b. Owner represents and warrants that it has legal authority to enter into this Agreement and perform all its obligations herein and that the execution of this Agreement by it has been duly and properly authorized, including approval by the local governing body in accordance with Va. Code § 56-575.16 (as evidenced by the signature of approval on behalf of Amherst County affixed to this Agreement).

#### **20.2. EQUAL OPPORTUNITY EMPLOYMENT.**

- a. During the performance of this Agreement, the Contractor agrees as follows:
  - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age,

disability, or other basis prohibited by federal or 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the notice, advertisement, and solicitation requirements of this paragraph.
- b. The Contractor shall include the provisions of the foregoing paragraphs a.1, a.2, and a.3 (substituting the subcontractor or vendor for Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions shall be binding upon each Subcontractor or Vendor.

#### **20.3. DRUG-FREE WORKPLACE.**

- a. During the performance of this Agreement, 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 shall 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 (substituting the subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.
- b. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement by Contractor where its 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 the Agreement.

#### **20.4. NOTICES.**

- a. All notices and demands by any party to any other shall be given in writing and sent by a nationally-recognized, overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:



To the Owner: Dean C. Rodgers  
County Administrator  
Amherst County, Virginia  
P.O. Box 390  
153 Washington Street  
Amherst, Virginia 24521  
Telephone: 434/946/9400

With a copy to: Michael W.S. Lockaby  
Amherst County Attorney  
Guynn, Waddell, Carroll & Lockaby, P.C.  
415 South College Avenue  
Salem, Virginia 24153  
Telephone: 540/387/2320

C. William Gillespie Jr., President  
MRG Consulting, LLC  
155 Quail Ridge Drive  
Altavista, Virginia 24517  
Telephone: 434/841/2671

To Contractor Haven R. Price, President  
Price Buildings, Inc.  
1111 Callaway Road  
Rocky Mount, Virginia 24151  
Telephone: 540/483/7226

- b. Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one day after sending if sent by overnight courier or three (3) days after sending if sent by certified mail, return receipt requested.

#### **20.5. SUCCESSORS AND ASSIGNS.**

Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of the parties to this Agreement. Notwithstanding the foregoing, if financing is obtained for the Project, the Owner may assign this Agreement to a third party, as needed, to acquire a leasehold interest in the sites and to own the Project improvements. This Agreement may also be assigned to a mortgagee(s)/trustee(s) of deed(s) of trust of the fee or leasehold interest in the sites or portions of them. The Contractor hereby consents to collateral assignment of this Agreement in favor of such mortgagee(s)/trustee(s) of deed(s) of trust, in a form reasonably satisfactory to such mortgagee(s)/trustee(s).

#### **20.6. NO WAIVER.**

The failure of Owner to insist upon the strict performance of any provisions of this Agreement, the failure of Owner to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Owner of any act by Contractor requiring Owner's consent or approval shall not be construed to waive or render unnecessary the requirement for Owner's consent or approval of any subsequent similar act by Contractor. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

#### **20.7. SEVERABILITY**

If any term or provision of this Agreement shall be determined to be invalid or unenforceable in any respect, it shall be replaced with a substantially similar provision to the greatest extent possible and the Agreement shall remain in full force and effect.

#### **20.8. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

#### **20.9. ENTIRE AGREEMENT.**

This Agreement and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Contractor and Owner concerning the Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon Contractor or Owner unless reduced to writing and signed by each party. Extracts from Contractor's Conceptual Phase and Detailed-Phase proposals at Exhibit B are attached and incorporated by reference for purposes of providing details concerning the overall intent of the parties. However, Exhibit B is not intended to contradict this Agreement, and in the event of inconsistencies, this Agreement shall govern.

#### **20.10. WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES**

Except as otherwise specifically provided herein, Owner and Contractor waive claims against the other for consequential damages arising out of or relating to this Agreement. Nothing contained in this paragraph shall be deemed to preclude an award of liquidated damages when applicable in accordance with this Agreement.

#### **20.11. GOVERNING LAW.**

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The provisions of this Agreement shall not be construed in favor of

or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Agreement.

#### **20.12. ANNUAL APPROPRIATION AND PLAN OF FINANCE.**

The financial obligations of the Owner contained in this Agreement are subject to annual appropriation. Contractor shall cooperate in executing any documents reasonably necessary to aid Owner in implementing its plan of finance for the Project.

#### **20.13. FINANCIAL STATEMENTS.**

Contractor agrees to provide Owner with copies of its complete and current financial statements on an annual basis, or more frequently if reasonably requested by Owner. The Contractor may designate such financial statements as confidential proprietary information exempt from release under the Virginia Freedom of Information Act by following the procedure for such designation indicated in the Owner's PPEA implementation procedures.

#### **20.14. APPROVAL BY AMHERST COUNTY A CONDITION PRECEDENT TO AGREEMENT'S EFFECTIVENESS.**

It shall be a condition precedent to this Agreement's effectiveness that it first be approved by the Amherst County Board of Supervisors.

#### **20.15. CERTIFICATIONS.**

Contractor has executed and provided to Owner a Vendor's Certification (Exhibit L), Statement of Disclaimer (Exhibit M) and Contractor Eligibility Certification (Exhibit N) contemporaneously with the execution of this Agreement. Contractor shall require all subcontractors who shall perform more than \$10,000 of Work pursuant to this Agreement to execute each of these documents (Exhibits L, M and N) prior to commencement of such subcontractor's Work.

#### **20.16. RULES AND REGULATIONS OF OWNER.**

Contractor agrees to abide by, and to guarantee its Subcontractors and their employees abide by, all reasonable rules and regulations which Amherst County adopt from time to time to govern the use by Contractor, its subcontractors and employees of the school premises and the property which is the subject of this Agreement. At present, Contractor agrees to abide by the construction rules set forth in Exhibit O, which is attached hereto, and to ensure that its subcontractors and their employees also abide by such rules. Contractor agrees that the rules set forth in Exhibit O are reasonable, but further agrees to abide by, and to guarantee its subcontractors and their employees abide by, any reasonable additional rules or changes to the rules which may be adopted by the Amherst County from time to time.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly authorized representatives as of the date first above written.

AMHERST COUNTY - OWNER

By: \_\_\_\_\_  
Dean C. Rodgers

Its: County Administrator

CONTRACTOR

PRICE BUILDINGS, INC. - CONTRACTOR

By: \_\_\_\_\_  
Haven R. Price

Its: President

Approved as to form:

\_\_\_\_\_  
Michael W.S. Lockaby  
Amherst County Attorney