

NEW KENT COUNTY BOARD OF SUPERVISORS

March 11, 2024, 6:00 PM

Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA 23124 - REGULAR MEETING

<u>AGENDA</u>

CALL TO ORDER

INVOCATION and PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

(Matters included here under may be the subject of one motion to approve provided no Board member requests an item to be separated.)

1. Approval of Minutes

- a. December 11, 2023 Regular Session Minutes
- b. December 18, 2023 Special Session Minutes
- c. December 21, 2023 Joint Session with EDA Minutes
- d. January 10, 2024 Regular Session Minutes

2. Miscellaneous

- a. Approval of Agreement with Talley Sign Company for the Design and Installation of Gateway Signage
- b. Approval of Easements & Compensation for the Rt. 249 Waterline Project
- c. Approval of Renewal Agreement for SCADA Services with Emerge Systems/Gray Matter
- d. Adoption of Resolution R-09-24 Setting Board of Equalization Compensation

3. Refunds

- a. REFUND Real Estate Tax Veteran Exemption \$3,146.55
- b. REFUND Real Estate Tax Veteran Exemption \$7,962.50
- c. REFUND Real Estate Tax Veteran Exemption \$4,386.80

4. Supplemental Appropriations

a. FY24 Supplemental Appropriations

5. Interdepartmental Budget Transfers

a. FY24 Interdepartmental Budget Transfers

6. Treasurer's Report

a. Treasurer's Report - January 2024

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

Residency Administrator's Report for February 2024

PRESENTATIONS

- **ITEM 1** Woodhaven Property Owners Association (WPOA) Request for Assistance with Repairs to Dam - County Administrator Rodney Hathaway
- **ITEM 2 Old Ferry Road Resurfacing Project** County Administrator Rodney Hathaway
- **ITEM 3** Fiscal Year 2025 County Administrator's Budget Presentation - County Administrator Rodney Hathaway

Public Hearings to be held at 7:00 p.m. or as soon thereafter as possible. Speakers are limited to three minutes each, should come to the podium and state their name and address.

PUBLIC HEARING

ITEM 4 PUBLIC HEARING - Resolution R-08-24 - CUP-01-24 - Steven Jackson - Home Occupation Conditional Use Permit to Train and Board a Canine not Belonging to Him on His Premises -Principal Planner Kelli Le Duc and Applicant Steven Jackson

ELECTED OFFICIALS REPORTS

STAFF REPORTS

OTHER BUSINESS

APPOINTMENTS

Appointments - Delegated by District Appointments - Not Delegated by District Appointments - Regional Boards and Commissions

ADJOURNMENT

Adjournment

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Thursday, April 4, 2024 and the next work session will be held on Tuesday, March 19, 2024, both in the Boardroom of the County Administration Building. The Board will also meet for a Budget Retreat at 9:00 a.m. on Friday, March 15, 2024 at the New Kent Forestry Center, 11301 Pocahontas Trail, Providence Forge, VA 23140.

If a meeting cannot be held because of the closing of State and/or County offices, the meeting will be held on the next business day that the County offices are open. New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	December 11, 2023 Regular Session Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
•	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

DescriptionTypeDecember 11, 2023 Regular Session Minutes (PDF)Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/7/2024 - 3:40 PM
Administration	Hathaway, Rodney	Approved	2/8/2024 - 7:52 AM
Attorney	Everard, Joshua	Approved	2/8/2024 - 8:29 AM

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 11TH DAY OF DECEMBER IN THE YEAR TWO THOUSAND TWENTY-THREE IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 6:00 P.M.

IN RE: CALL TO ORDER

Mr. Tiller called the meeting to order.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

The Rev. Dr. Milton Hathaway gave the invocation and led the Pledge of Allegiance.

IN RE: ROLL CALL

Thomas W. Evelyn C. Thomas Tiller, Jr. Ron Stiers John N. Lockwood

Present Present Present Present

All members were present. Mr. Tiller thanked everyone for attending.

IN RE: CONSENT AGENDA

The Consent Agenda was presented as follows:

- 1. Minutes
 - a. October 17, 2023 Regular Session Minutes
- 2. Miscellaneous
 - a. Approval of Resolution R-29-23 Setting the Board's January 2024 Meeting Date
 - b. Approval of 2024 New Kent County Rabies Clinic January 27, 2024
 - c. Approval of November 7, 2023 Abstracts of Votes
 - d. Approval of Eagle Scout Award Proclamation Aiden Walker Longest
 - e. Approval of Eagle Scout Award Proclamation Camden Michael Trezza
 - f. Approval of Resolution R-32-23 Street Acceptance Dispatch Station, Section 2
- 3. Refunds
 - a. REFUND Real Estate Tax Veteran Exemption
- 4. FY23 Supplemental Appropriations
 - a. Funds for Charge Card Fees, \$106,343.72 (to record final end of fiscal year 2023 budget transfer for ACFR presentation)
 - b. FY23 EOY Remaining Transfer for Bottoms Bridge Service District, \$173,115.75 (to record final end of fiscal year 2023 budget transfer for ACFR presentation)

\$279,459.47 - Total (\$106,343.72) - Total In/Out - General Fund (1101) (\$173,115.75) - Total In/Out - Water/Sewer (1514)

- 5. FY24 Supplemental Appropriations
 - a. Animal Shelter Donations, \$3,130.

- b. Gifts & Donations Sheriff: New Kent Womens Club (\$50), Fire: Emmaus Baptist Church (\$50) and Parks & Recreation: The Rotary Club of New Kent (\$4,076.60), \$4,176.60.
- vRSA Insurance Sheriff's Dept. Claim #02-23-55041-1-AP, DOL 11/03/2023-11/03/2023 (\$8,233.31), Public Utilities Claim #02-23-54745-1-AP, DOL 9/28/2023-10/31/2023 (\$4,518.49) and Fire Claim #02-23-54696-1-AP, DOL 10/25/2023-10/25/2023 (\$2,379) \$15,130.80.
- d. Extra Duty Private Colonial Downs Sheriff 10/20/2023-10/27/2023, (\$1,728.23), 9/29/2023-10/13/2023 (\$1,529.42), and Schools - Sheriff -10/21/2023 (\$710.49) and 10/20/2023-10/27/2023 (\$1,983.45), \$5,951.59.
- e. New Kent University Davenport, \$1,500.
- f. Farmers Market Tidal Candle Company (\$10) and Devine Foods (\$10), \$20.
- g. Grand Illumination James G. Priddy Jr Sole Prop DBA Priddy Roof Cleaning (\$350), Smoky Meadows BBQ LLC (\$250), Shiflett Street Customs, LLC/Shiflett's Automotive (\$300), Holbert Family Orthodontics (\$300), God Answers Prayer Photography (\$150), Hydenwoods Photography (\$300), Virginia Cardiovascular Specialists (\$250), Hefty Wiley Gore PC (\$100), Chickahominy Animal Hospital (\$300), Allied Pallet Company (\$350), The Neon Toad (\$150), David Nice Builders (\$2,500) and Credit Card Sales (\$573), \$5,873.
- h. New Kent General District Court Restitution, \$50.
- i. Parks & Recreation Co-Sponsorship Fees New Kent Wrestling Club (\$300) and New Kent Juniors Volleyball (\$300), \$600.
- j. PERP Funds \$9,195.20.
- k. FY24 Litter Grant \$13,103.73.
- I. Asset Forfeiture Victim Witness Director: Printer (\$349.89) and Sheriff's Office: TV Mounts (\$393.62), \$743.51.
- m. Year End FY23 School Transfer Balance to Prior Year Appropriation Capital Line, \$699,196.88.
- n. Appropriate and Transfer School Funds to the School Set Aside, \$100,000.

\$1,557,868.19 - Total

(\$31,913.50) - Total In/Out - General Fund (1101)

(\$13,103.73) - Total In/Out - Litter (1115)

(\$9,195.20) - Total In/Out - Social Services (1201)

- (\$799,196.88) Total In/Out Capital (1302)
 - (\$4,518.49) Total In/Out Water/Sewer (1514)
 - (\$393.62) From Fund Balance Asset Forfeiture Sheriff (1150)
 - (\$349.89) From Fund Balance Asset Forfeiture CWA (1151)
- 6. FY24 Interdepartmental Budget Transfersa. Registrar From Reserved for Contingency to Professional Services, \$1,435.
- 7. Treasurer's Report Cash as of October 31, 2023, \$82,853,795.15 including escrow funds.

Mr. Lockwood moved to approve the Consent Agenda as presented and that it be made a part of the record. The members were polled:

Thomas W. Evelyn	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: SPECIAL PRESENTATIONS – RECOGNITION OF SHERIFF J. JOSEPH MCLAUGHLIN, JR.'S RETIREMENT – RESOLUTION R-30-23

Mr. Tiller called Sheriff J. Joseph McLaughlin, Jr. to the podium. County Administrator Rodney Hathaway noted a resolution requiring Board action had been distributed. Mr. Tiller announced Resolution R-30-23 before the Board for consideration was to name a new animal shelter in New Kent as the J. Joseph McLaughlin, Jr. New Kent County Animal Shelter. The resolution said Sheriff McLaughlin had served as New Kent Sheriff for eight years, had served in the New Kent Sheriff's Office for forty-two years and had played an integral role in the department becoming a state-of-the-art, technologically-advanced and award-winning department. Mr. Hathaway presented Sheriff McLaughlin with a framed rendering of the new animal shelter including signage depicting the shelter's name.

Sheriff McLaughlin said he had not been expecting this honor and expressed appreciation to the Board, Mr. Hathaway and all who had been involved in the committee working on this project. He was looking forward to seeing the ground broken and the facility built and furnished. He stated he had been blessed to serve the Board in a great community and would have never been able to realize his dreams and aspirations without New Kent County being the county it was. He felt God had blessed him and allowed him to do this along with the Board members. He said the New Kent Sheriff's Office was a great department with great people and it was not because of him but was because of the people working daily to do what they could to protect residents. The department had been blessed that these staff members were willing to work and stay in a community that had stood by them and been supportive of law enforcement throughout all the issues faced and continued "to have faith in our Lord and Savior." He closed by saying, "thank you, thank you, thank you."

Mr. Lockwood moved to adopt Resolution R-30-23 to name a new animal shelter in New Kent County as the J. Joseph McLaughlin, Jr. New Kent County Animal Shelter. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: SPECIAL PRESENTATIONS – RECOGNITION OF OUTGOING BOARD MEMBERS

Mr. Tiller read from a plaque with the following inscription: "In appreciation of your service and dedication to the citizens of New Kent County. John N. Lockwood, New Kent Couty Board of Supervisors, District Five Representative, 2020-2023." He presented the plaque to Mr. Lockwood and thanked him for his service. County Administrator Rodney Hathaway also thanked Mr. Lockwood for his service and presented him with a New Kent County rocking chair. Mr. Lockwood expressed appreciation for the recognition.

Mr. Evelyn thanked Mr. Tiller for his twenty years of service and dedication to New Kent. He reported he had also served with Mr. Tiller on the Planning Commission and that he had been a great role model and leader. He noted some of Mr. Tiller's accomplishments including the Bottoms Bridge Corridor Overlay (now known as the Commerce Corridor Overlay) and the reduction and eventual elimination of the Bottoms Bridge ad valorem tax.

He said Mr. Tiller had done so much for his constituents and the County as a whole and he was honored to work with him and to be able to call him a friend. He presented Mr. Tiller with a gavel plaque recognizing his service as 2023 Board Chair. Mr. Tiller said it had been an honor to serve New Kent over the past twenty years and it had meant a lot to him. He had enjoyed working with constituents and had made some friends and perhaps a few enemies along the way. He thanked his fellow Supervisors and New Kent for their support.

IN RE: SPECIAL PRESENTATIONS – EAGLE SCOUT RECOGNITION – CAMDEN MICHAEL TREZZA

Mr. Tiller read a proclamation recognizing Camden Michael Trezza for attaining the rank of Eagle Scout. The proclamation, which had been adopted by the Board earlier in this meeting as a part of the Consent Agenda, indicated Mr. Trezza was a member of Scout Troop #562, was the son of Jason and Christine Trezza and had restored the Parkinson Family Cemetery located on the grounds of the New Kent County Airport as his Eagle Scout project. The Board recognized the Eagle Scout award as an outstanding accomplishment and conveyed their deepest appreciation for the work Mr. Trezza had performed at the Airport. Mr. Tiller invited Mr. Trezza to join him at the podium and presented him with a copy of the proclamation signed by the County Administrator and Board Chairman.

IN RE: SPECIAL PRESENTATIONS – EAGLE SCOUT RECOGNITION – AIDEN WALKER LONGEST

Mr. Tiller read a proclamation recognizing Aiden Walker Longest for attaining the rank of Eagle Scout. The proclamation, which had been adopted by the Board earlier in this meeting as a part of the Consent Agenda, indicated Mr. Longest was a member of Scout Troop #562, was the son of Amy Walker, Paul Cuomo and Bryan Longest and had constructed several footbridges for the Friends of Dragon's Run as his Eagle Scout project. The Board recognized the Eagle Scout award as an outstanding accomplishment and conveyed their deepest appreciation for the work Mr. Longest had performed. Mr. Tiller invited Mr. Longest to join him at the podium and presented him with a copy of the proclamation signed by the County Administrator and Board Chairman.

IN RE: CITIZENS COMMENT PERIOD

Mr. Tiller opened the citizens comment period and provided brief instructions. He called The Honorable James H. Jimmy Burrell, former District Three Supervisor, of 14434 Stage Road, Lanexa to the podium. Mr. Burrell understood the Board was in the process of selecting an individual to fill the District Three Supervisor seat recently vacated due to the death of Patricia Paige. He said that individual would have big shoes to fill and noted Ms. Paige had been a very dedicated hardworking Supervisor. He suggested Samuel Jefferson who he described as a dedicated church worker and deacon who volunteered with numerous organizations in the County would fill her shoes very well. He had a second topic which he had previously discussed with County Administrator Rodney Hathaway and other Supervisors. He said New Kent was growing and many older native residents were dying out. There were numerous New Kent communities of which many new residents had no knowledge. He named several such as Egypt, Newtown, Slatersville, Plum Point, Cooks Mill, Cumberland, Mountcastle and Bob Carey's Corner. He suggested a commission should be formed or perhaps the New Kent Historic Commission could have signs made to mark those locations before they were totally forgotten and became a part of history. He closed by stating the citizens of District Three had honored him by letting him serve as their Supervisor and he was grateful to have had the opportunity. He asked for God's blessings on all. Mr. Tiller thanked Mr. Burrell for his comments and service.

Joe L. Crump of 12880 New Kent Highway, Lanexa thanked the Board for the opportunity to speak and expressed appreciation for the outpouring of support for the Paige family. He said her untimely death had deeply impacted the residents of District Three and New Kent as a whole and her legacy of service should be at the forefront of choosing someone to fill the vacancy on an interim basis. This was an opportunity for the Board to show District Three residents their concerns mattered and voices would continue to be heard. He hoped the new appointee would be accessible to constituents, involved in community affairs and able to work with Board members for the betterment of the entire County as Ms. Paige had done. When you needed Ms. Paige, she was there and they hoped the individual selected would be the same way. He again thanked the Board for the opportunity to speak.

Larry Clark of 10951 Cosby Mill Road, Quinton expressed support for the Board's decision to appoint an interim Supervisor for District Three. He stated that everyone needed to remember that Ms. Paige had won the election and he could not think of a more suitable group to select her replacement than the current sitting Board. They had known Ms. Paige for many years, had worked with her and knew what was important to her. They also loved her as did many others and he stated, "I think it would break her heart if that decision was left to someone other than yourselves." He thanked the Board for the opportunity to speak. Mr. Tiller commented that he had felt he had known Ms. Paige really well until he had attended her service the previous Saturday and had learned so much more. He noted he knew she made a really good bread pudding but he had not known about the fruit cake.

Ken Gilman of 15700 Fern Lake Drive, Lanexa stated that with the recent passing of Patricia Paige, the residents of District Three had no elected representation on the Board and having elected representatives was foundational to the American way. He questioned how the vacancy would be filled in a "legitimate" process. He said Board members may recognize his name as his attorney had sent them a letter on December 6th informing them that the proposed process to fill the District Three seat was not in accordance with Virginia law. He urged Board members to "read that letter carefully in order to avoid going down the wrong path in this matter." He had read the opinion of the New Kent County Attorney (Joshua S. Everard) as had several "prominent" attorneys specializing in this area and stated, "the New Kent County Attorney has it wrong which I believe is going to cause an unnecessary legal battle. Simply stated, the right and legal course of action is to have the newly elected Board of Supervisors seek and select and appoint a new District Three Supervisor to fill that position pending the results of a new election." This was his recommendation to fairly provide representation in District Three. He thanked the Board for the opportunity to speak and asked if they had any questions of him. Mr. Tiller indicated there were no questions.

Janice Carlton of 8450 Bossies Lane, Providence Forge said she was in support of the Board of Supervisors appointing an interim Supervisor for District Three. She was hopeful that whoever the Board appointed would be someone who would listen to the concerns of the residents in District Three and would be visible and available to the residents of the County.

Dr. Catherine Jones of 19210 High Bluff Lane, Barhamsville expressed appreciation for the comments made by her fellow residents in the County regarding the vote of confidence in this Board to appoint an interim person to fill Ms. Paige's vacancy. She noted Ms. Paige had been elected by popular vote and not by the Board of Supervisors appointing her. She suggested the Board should take the names of those that had been submitted for interim appointment into consideration. She thanked them for the opportunity to speak.

Rev. Dr. Milton Hathaway of 9001 Crumps Mill Road, Quinton was a proud resident of District Three here in support of the Board's decision to fill the District Three vacancy now. He said

the Board had a legal authority and a moral obligation to fill the seat. He said soon after Ms. Paige's passing, he began receiving calls from legislators and friends all over the Commonwealth stating New Kent needed to be vigilant because there were efforts in the works to take over the process and push it to January 1. He stated, "let me be clear, you have the legal authority and you have the moral obligation to fill this seat now." He said the current Board knew Ms. Paige better than anyone, they knew the district she loved and how she had worked in that district. He suggested all would agree Ms. Paige had fought a good fight. Even when it had been known that she was sick and the end was near, she had pressed herself to attend meetings to represent New Kent and District Three. He stated, "she fought a good fight, she's finished the course and she kept faith with the residents of New Kent and in particular District Three." He suggested the best way to honor her life and legacy would be to fill the seat now. When he received the previously mentioned calls, the first thing he had done was look at the funding coming into the campaigns for School Board and Board of Supervisors seats. It had been amazing to learn that thousands of dollars had come in from individuals who did not live in and could not vote in New Kent. He reported finding a Facebook page early in the process which had been entitled, "Take Over New Kent." It had been a closed group with unknown membership but he clearly believed "if you follow the money, it gives you a clear indication that there are those who think New Kent is for sale." He said he hoped the Board would stand firm on their decision and "declare that New Kent is not for sale." He thanked the Board for the opportunity to speak.

Mr. Tiller thanked all who had spoken for their comments.

IN RE: RESIDENCY ADMINISTRATOR'S REPORT – RESOLUTION R-31-23 – PATRICIA A. PAIGE MEMORIAL HIGHWAY

VDOT Residency Administrator Marshall Winn reviewed a written report on recent work including but not limited to pothole/asphalt repair, road grading, shoulder repair, erosion repair, pipe replacement, ditching, tree/brush removal/pruning, sign cleaning and debris/ trash/litter removal. 72 work requests had been received and 88 completed. There had been two after hours call outs involving a tree leaning over the roadway and glass in the roadway. The last cycle of primary mowing had been completed in November. Jersey walls were being put in place as a part of the I-64 widening project with tree removal expected to begin soon and continue on until April. Excavation would begin in April. He expressed appreciation to Board members for all they were doing and wished them a Merry Christmas and a happy new year. He entertained questions.

Board members provided the following comments and reported the following concerns:

Mr. Stiers thanked Mr. Winn for attending and noted the next Transportation Safety Commission meeting would be in January but he had an item to bring to his attention prior to that meeting. He reported an issue at the Route 106/Route 60 interchange and reported receiving several requests for a turn lane at Route 106 heading south. Many large trucks were traveling this road and backing up at the light. He asked Mr. Winn to look into the possibilities. He also said he would like to begin meeting with Mr. Winn and VDOT engineers to start planning for a permanent roundabout at Kentland Trail. He reported VDOT had said the existing roundabout would be temporary for five to seven years which he suggested was not temporary. Mr. Winn stated they needed to have a funding source. Mr. Stiers indicated he realized that and asked where they should start. He felt they needed to start with VDOT engineers because they needed to know the cost before they could find a funding source. He suggested they needed to get together in the next couple of months. Mr. Winn agreed. Mr. Stiers expressed appreciation for all he was doing for New Kent. Mr. Evelyn indicated he did not have anything to report but asked Chairman Tiller if he could present a resolution involving a highway in the County for the Board's consideration. Mr. Tiller agreed, Mr. Evelyn noted District Three Supervisor Patricia A. Paige had passed away on November 28, 2023. Her dedication to New Kent and the Commonwealth of Virginia had been unwavering and the hardest thing he had ever had to do was speak at her recent service. He credited God for helping him get through it and thanked Ms. Paige's husband Warren Robinson, her sisters Sandi Paige Godwin and Gloria Paige Brown and the family for sharing Ms. Paige with New Kent and the community. On behalf of the Board, he read Resolution R-31-23 entitled, "Highway Naming of Interstate 64 Within New Kent County, From the James City County Line to the Henrico County Line as the Patricia A. Paige Memorial Highway." The resolution noted Ms. Paige had served almost eight years on the Board and had been a remarkable person and a dedicated public servant not only devoting her time and talent to the betterment of her community but also the region. She had been a strong advocate for the widening of a 29-mile stretch of Interstate 64 through New Kent and James City Counties. The resolution noted the Commonwealth Transportation Board had the authority to give suitable names to state highways, bridges, interchanges and other transportation facilities and to change the names of any highways, bridges, interchanges or other transportation facilities forming a part of the system of state highways. In closing, the resolution requested that the Commonwealth Transportation Board name the eastbound and westbound highway on Interstate 64 within New Kent County, from the James City County line to the Henrico County line as the Patricia A. Paige Memorial Highway.

Mr. Lockwood moved to adopt Resolution R-31-23 naming the gap as the Patricia A. Paige Memorial Highway. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye
Thomas W. Evelyn	Aye

The motion carried. A copy of the resolution was signed on the spot and presented to Sandi Paige Godwin.

Mr. Lockwood said he would appreciate it if Mr. Winn would do everything in this authority to make this happen and to push this request along as quickly as possible. Mr. Winn indicated he would do his best. Mr. Lockwood expressed appreciation to Mr. Winn and his team for all they were doing and specifically noted efforts during the light snow received the previous evening. He wished all at VDOT a Merry Christmas and a happy new year and noted it had been a pleasure to work with him and his team. Mr. Winn thanked Mr. Lockwood.

Mr. Tiller indicated he had nothing new to report and thanked Mr. Winn for his hard work and dedication to New Kent County and the Commonwealth of Virginia. He added that if he found anything in the future to report, it would pass it along to his successor, John Moyer. He thanked him for his report.

IN RE: PRESENTATION OF FY23 ANNUAL COMPREHENSIVE FINANCIAL REPORT - ACFR

Brown, Edwards & Company Partner Chris Banta, CPA provided an overview of New Kent's Annual Comprehensive Financial Report (ACFR). He reported the audit was a very long process beginning in March with preliminary contacts and field work at various schools and facilities and culminating in December with this review of the audit. He expressed appreciation to everyone at New Kent County Public Schools, the Sheriff's Office, Department of Social Services and many others who had been involved in getting to this point. He noted that documents before the Board were in draft form and, with the deadline for submission to the state being December 15th, no changes were anticipated.

Mr. Banta reported the annual audit was a three-phase process with the first phase focusing on financial statements. The County's financial statements were 180 to 190 pages in length and were getting bigger each year, more complex, more sophisticated, more technical and harder for individuals not familiar with financial statement to understand. It was the auditor's responsibility to give the locality an opinion on the accuracy of their financial statements and he was happy to report New Kent had received an "unmodified" or clean opinion. This was the highest level of assurance that could be given to a set of audited financial statements. He reported they could get to a clean opinion on about 95% of audits but urged the Board to not take this for granted because there were some local government clients who could not be given a clean opinion. He commended New Kent's team for receiving one. Governmental auditing standards were requiring a deeper dive into local processes and procedures to prevent fraud in paying vendors and employees and in how the County ensured its financial statements did not contain significant errors. These were called internal controls and the audit evaluated not only the design of the internal controls but how they were being executed. He reported there had been only one finding associated with a vacant position which had been reduced from a material weakness the previous year.

The second phase involved the state auditor's compliance supplement which was approximately 150 pages in length and tested nonfinancial transactions. Conflict of Interest statements were a part of this phase and if there were any findings, they were responsible for reporting them to the state. He reported there had been no new items to report in this regard and commended New Kent's team for this achievement.

The third phase was the federal single audit. New Kent had spent approximately \$7 million in federal funding most of which had been school COVID funding and American Rescue Plan funding for the County. Approximately \$4 million had been tested with a hyper focus on grants. Processes and procedures to ensure appropriate spending were closely examined and he was pleased to report there had been no control findings or compliance matters.

Mr. Banta noted this was an overview of the audit results and he was happy again to report that a separate audit letter to be issued at a later date would indicate there had been no significant findings and any necessary adjustments would be disclosed. He further noted that the last five to six pages of that letter was called the management representation letter. When the audit was completed and every last inquiry with management had been performed, the letter would be prepared and presented to the County for signatures. Once the letter was signed, it would be sent to the state with copies provided to Board members. In closing, he noted this had been a pretty high level report and encouraged questions.

Mr. Stiers stated he felt the report spoke highly for the New Kent Finance Department and said it was easy to follow the money and see exactly where it had been spent. He thanked Mr. Banta for the report. Mr. Evelyn echoed Mr. Stiers comments and stated he felt New Kent had had a remarkable finance team in the years he had been on the Board and noted former Assistant Financial Services Director Larry Clark was in the audience. He thanked Financial Services Director Rebecca Guthrie and her team for another stellar report. Mr. Lockwood concurred and thanked Ms. Guthrie and her team. Addressing Mr. Clark, he jokingly noted this was the kind of stuff that got him excited and offered his copy of the report if he wished to read it. Mr. Tiller echoed the previous comments and noted the Board was glad to have Ms. Guthrie on the County's team and applauded them for the wonderful job they were doing. He thanked Mr. Banta for his report.

IN RE: ORDINANCE O-16-23 (R1), APPROVAL OF THE ISSUANCE OF REVENUE BONDS BY THE FARMS OF NEW KENT COMMUNITY DEVELOPMENT AUTHORITY

A public hearing had been conducted on this item at the Board's November 15, 2023 regular meeting where the Board had taken action to defer a decision on Ordinance O-16-23 for the approval of the issuance of revenue bonds by the Farms of New Kent (FONK) Community Development Authority (CDA). Attorney Brendan Staley with Hunton Andrews Kurth LLP, serving as Bond Counsel to the CDA, presented an overview of the previously presented information. The proposed ordinance contemplated a restructuring of some of the 2021 bonds as well as additional financing for further public improvements. The pace of both commercial and residential development at the FONK was exceeding expectations and the funding available for public infrastructure which was only derived from land sales revenue was forcing them to operate on a "pay as you go" approach. They were not able to put public infrastructure in the ground fast enough to support the demand for commercial and residential development. If additional funds could be borrowed, the same revenue derived from future land sales would be used to repay the debt to support continued buildout of the development. The ordinance before the Board would enable this. The refinancing would be the tool that would unlock the ability to borrow additional money. It would do away with a covenant contained in the 2021 bond documents which only permitted refinancings. By doing the refinancing, the new bond holders would consent to the amendments necessary to enable the financing of the additional public infrastructure to support both commercial and residential development. He noted the Board was aware of a Letter of Intent (LOI) with a grocer and the expectation that there would be public infrastructure developed rapidly to support the development of a grocery store in the FONK. He noted this was the context of what the Board was being asked to do and said he would be happy to answer any questions.

Mr. Tiller asked fellow Board members if they had any questions.

Mr. Stiers indicated he had none.

Mr. Evelyn asked if they were saying they would not be able to follow through with Buc-ee's or the LOI for a grocery store that had been the topic of conversations for eight years if the bond refinancing could not be done? He questioned how they would be taking low interest bonds and turning them into high interest rates and be in better financial shape? He noted he had previously raised these questions and didn't feel he had gotten the right answer. Mr. Staley stated it was his understanding that in order to be able to borrow the new money to meet the pace of development and to further support commercial development, the public infrastructure and its funding would need to be accelerated. Without this, the ability to continue the commercial development at the pace experienced would be in question and he had been told it could delay the development by five years. Mr. Evelyn stated the developer knew what they were getting into when they had bought the bonds. Mr. Staley agreed and noted they had purchased the debt, had carried out on their plan and had kept the County abreast of the development but further noted the expectations of the pace of development had been exceeded. The "pay as you go" approach that would have worked if development had occurred more slowly would not allow them to match the current pace of development and support it with the infrastructure needed for commercial and residential development.

Mr. Lockwood said he personally didn't have a problem with moving forward with the request. He felt it was not the Board's position for meeting all of the requirements of the previous agreements and this would be a means to obtain the capital needed to continue development. He did not feel the Board should be standing in the way of how they financed

it. He knew Mr. Stiers would like to see a grocery store and the LOI issues had been out there for a while but he would hope this was not just another carrot and stick routine. He again stated he had no problem moving forward with the bonds as requested.

Preston Hollow Community Capital Managing Director Ramiro Albarran joined the discussion by Zoom and agreed they had been at the grocery store discussion for some time and noted the executed LOI had been shared with staff and they were expecting to have a purchase and sale agreement within the week. He assured everyone this was not a dream and noted the bonds were critically important for infrastructure improvements to proceed with facilitating the needs of the grocer in addition to other development. He stated a primary driver for the acceleration was in fact the grocery store. Mr. Evelyn questioned if \$45 million was being refinanced and the grocery store was holding this up? Mr. Albarran indicated he had not heard the question clearly and asked if the question had been what would the refinancing do? Mr. Evelyn stated the new bonds would be \$45 million. Mr. Staley said the new bonds would be approximately \$45 million in refunding debt and an additional "not to exceed" \$45 million draw down loan for the new public infrastructure. The actual draw down was expected to be less than \$45 million but he did not have an exact amount.

Mr. Stiers asked Mr. Albarran if he could assure the County that it would bear no liability for the cost of the bond issuance. Mr. Albarran stated he could 100% assure the County that the obligation for the debt would be an obligation of the property and there would be zero liability to the County. The cost of the debt would be born by the property which had been taken over by the trustee as security for repayment of the bonds. He again stated there would be zero liability to the County in regard to the repayment of existing indebtedness as well as the additional indebtedness presented at this meeting. For clarification, Mr. Staley added that not only was the debt not an obligation to the County, it would be solely the CDA and the revenue streams pledged through the CDA. The costs for issuing the debt would also be paid through the CDA so the County would have no responsibility for any costs attached to the process. Mr. Stiers noted Mr. Albarran had stated about a month ago that he could not tell the Board the name of the grocer and he had asked at that time if he could tell them who it was not. He asked if he was any closer to announcing the grocer and noted an announcement would stop the calls asking who was coming. Mr. Albarran stated he was very anxious to release the name of the grocer but due to a confidentiality agreement in the LOI, he could make no announcement in any immediate time frame. He noted the grocer would need to begin engaging with the County in regard to its plans so he believed the County would become aware of the grocer's identity before it became publicly available.

Mr. Tiller noted agreement with Mr. Evelyn. He asked Mr. Albarran if he was saying the development was growing too fast? Mr. Staley indicated they were not saying the development was growing too fast but that the pace of development was exceeding the sources of funding that could support the public infrastructure at the pace needed to match the progress of the development. Mr. Tiller noted residents had expressed concerns just a few years ago that they were not getting walking paths, club houses and swimming pools and the developer's response had been that they were not growing fast enough, were not selling enough homes and were not developing fast enough. He asked if the development was overly producing now or still too slow? He said this was what had him confused. Mr. Albarran reported when they had previously (2021) gone before the board for refinancing it had been helpful in accelerating development. He specifically noted the clubhouse for the active adult community in Land Bay V had been completed and many broken promises from the prior developer to the citizens had also been cured. The trails were underway and the amenities center in Land Bay IV, which would include a swimming pool and water park, was near completion. All other requests of the County including a contribution to a fire station as well as a home for the New Kent Farmers Market had been met. He said he believed

everything they had told the County would happen had happened. He also stated they were surprised by the success of the County in attracting both jobs and specifically noted AutoZone, Buc-ee's and a grocery store. He reported none of these developments were anticipated at the time of the 2021 refinancing and this success was driving the need to install infrastructure. He stated the property was entirely in compliance with the PUD (Planned Unit Development) requirements and if the County wanted that additional commercial development today, Preston Hollow was here offering to finance the needed infrastructure to deliver what they had heard was a long-standing need and desire of the County. He stressed that they were offering and not requiring this. They were looking to restructure the 2021B bonds as proposed to facilitate the ability to finance additional infrastructure. He stressed that he wanted to make it clear that this was something they were proposing to do but noted that while they didn't have to do this, the impact of not moving forward would be delaying the delivery until the property could pay for the infrastructure necessary to deliver other revenue drivers and amenities. He noted the amenities he was referencing were the grocery store and other related retail they believed would be attracted to be part of a grocery-anchored retail center.

Referencing Mr. Albarran's comments about being surprised the development had taken off as much as it had, Mr. Evelyn stated he was not surprised and felt they had a good staff and good Board that was forward thinking. He was frustrated that they kept dangling this grocery store like it was going to make or break the development and noted he did not believe that was the case. He noted he would love to see a nice grocery store but also noted it was frustrating that they were dangling this carrot. He felt they shouldn't be talking about a grocery store and noted that any other big project such as this coming to the County wasn't made public until it was official. He felt this grocery store conversation should not be public at this point. Mr. Albarran said he understood Mr. Evelyn's frustration but noted they had been prohibited from releasing the name of the grocer. Mr. Evelyn stated he didn't want them releasing the name of the grocer and that he didn't want to know anything about a grocer coming until it was confirmed. He said, "you're getting the public all excited about something that's not there" and he felt that was bad marketing.

Mr. Tiller called for any additional comments or questions. There being none, Mr. Lockwood moved to adopt Ordinance O-16-23 (R1) for the approval of the issuance of revenue bonds by the Farms of New Kent Community Development Authority. The members were polled:

John N. Lockwood	Aye
Thomas W. Evelyn	Nay
Ron Stiers	Aye
C. Thomas Tiller, Jr.	Nay

The motion failed.

IN RE: 2024 NEW KENT COUNTY LEGISLATIVE AGENDA

County Administrator Rodney Hathaway noted the Board annually adopted a Legislative Agenda prior to the upcoming session of the Virginia General Assembly. The Legislative Agenda was a way to communicate the needs and wishes of the community to the County's state representatives. He reported the Legislative Agenda for 2024 had been reviewed in great detail at the Board's November 15, 2023 meeting so he would not provide a detailed review but would answer any questions. He reported they always tried to select the top issues or needs for New Kent to pass on to its representatives. Action items included:

1. Additional Judgeship for the 9th Judicial Circuit of Virginia

2. Funding for Alternatives to Groundwater

- 3. Funding for State Mandated Positions as Related to Court Services
- 4. A Virginia State Park System partnership for the Development of Diascund State Park 273-acre County-owned Makemie Woods property in the eastern part of the County.
- 5. Crisis Services and State Hospital Capacity to Accept Individuals Subject to Temporary Detention Orders (TDOs)

Mr. Hathaway entertained questions and comments.

Mr. Stiers noted he had stated in a previous meeting that he could not support Diascund State Park with the 273 acre Makemie Woods property being turned into a park and giving \$1 million worth of land to the state without discussing it with residents. He did not think Stage Road or any of the winding country roads could handle the traffic from a state park. Rather than ask the state to let New Kent give them \$1 million in land, he would rather ask the General Assembly for funding for a local park. Mr. Hathaway said the County could make that ask but noted he did not believe there was a grant program for this. Mr. Stiers reported Delegate Scott Wyatt had told him there was a program. Mr. Hathaway reported representatives had the ability to identify and earmark funding but he did not believe there was an actual program for park development. Mr. Stiers said he had not heard any other Board member opinions about this item so he did not know if it had their support. Mr. Hathaway noted that when the County had purchased the property, the intent had been to make it a community resource and develop it to provide park amenities. He felt they had learned the costs associated with developing a park from Pine Fork Park and the expected costs for the County to take on this project would be well in excess of \$8 million. Getting the property into the State Park System would be an opportunity to share some of the costs. If it was the Board's will for the County to move forward and develop the property on its own, they could move forward with a plan for that.

Mr. Lockwood noted this had been discussed at the previous meeting and anything going into a state park would require public hearings. He said that when Makemie Woods had previously been discussed (see February 14, 2022 and May 19, 2022 minutes), this had been the request of the majority of residents objecting to the other proposed facility (Faith Recovery). Many had stated they thought a better use for the property would be a park. Mr. Stiers asked if that request had been for a municipal park or a state park? Mr. Lockwood stated he was getting to that and noted this was just a means of reviewing the options. The fact the County was requesting this property be considered for a state park did not mean it would become a state park but it did give the County an opportunity to look at its options including whether they should partner with the state, developed it on their own or let it sit. He noted there was no rush to get into this and there had never been any intention at the time of purchase for it to be developed immediately. He felt this was an avenue for the County to review its options and a state park was one option that may be considered.

Mr. Evelyn noted he would be okay with pushing this back a year and getting more community input. He stated he had not heard much from that area. Mr. Lockwood stated he would also be in agreement. Mr. Stiers stated all he was asking was that the County get more community input before putting something in their neighborhood without discussing it with them. Mr. Tiller noted he was also in agreement with holding this request for a year and asked if the Board's pleasure would be to strike Diascund State Park from the 2024 Legislative Agenda? Mr. Stiers noted that would be his wish. Mr. Tiller asked Mr. Hathaway if he would strike this item. Mr. Hathaway confirmed and noted the motion before the Board could be modified to included striking this item. Mr. Stiers moved to adopt the proposed 2024 New Kent County Legislative Agenda as presented with the exception of Paragraph 4 regarding Diascund State Park which should be stricken from the document. The members were polled:

Thomas W. Evelyn	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

Mr. Tiller announced the Board would take a brief recess prior to beginning public hearings. Mr. Stiers noted he was not sure attendees would want to stay through the entire meeting and asked if he wanted to announce an upcoming special meeting before the recess. Mr. Tiller indicated he was about to do that and read the following statement, "Notice is herby given that the New Kent County Board of Supervisors has called a special meeting for 3:00 p.m. on Monday, December 18, 2023 in the New Kent County Administration Building Boardroom, 12007 Courthouse Circle, New Kent, Virginia. The purpose of this meeting will be to complete the review of applications and to appoint an interim District 3 Supervisor." The notice had been published by the authority or Rodney A. Hathaway, Clerk of the Board. Mr. Stiers stated residents could attend this meeting.

A recess was called at 7:18 p.m. The meeting reconvened at 7:30 p.m.

IN RE: PUBLIC HEARING – ORDINANCE O-09-23 (R1) CREATING THE LIBERTY LANDING PLANNED UNIT DEVELOPMENT (PUD-01-22)

Before the Board for consideration was Ordinance O-09-23 (R1) to approve application PUD-01-22 to reclassify approximately 117.43 acres of land from A-1, Agricultural and from Business to PUD, Planned Unit Development, to establish the Liberty Landing Planned Unit Development. Principal Planner Kelli Le Duc announced she would provide a brief overview of the case and then turn the floor over to Jeff Geiger with Hirschler Fleischer who was representing the applicant. Representatives of Bridgewater Crossing, Inc. and Mr. Geiger had requested the rezoning from Business to Planned Unit Development (PUD) of approximately 113 acres and the rezoning from A-1 to PUD of approximately 4.6 acres. The applicants were proposing to create a mixed-use development with approximately 60,000 square feet of Business/Commercial space along Route 60, 145 townhomes and 145 singlefamily residential lots. The development would also include designated open space areas, recreation areas, proposed clubhouses with amenities and walking trails. The subject properties were located to the south of Route 60 across from the Five Lakes subdivision. These properties were designated as "Village" in the County's Comprehensive Plan and Liberty Landing would be in keeping with the County's village vision of the area and was proposed to be comprised of a mixture of structures and uses. The application had been reviewed by all County and state agencies and comments would be addressed during the site planning stages. The Planning Commission had considered this application at their April 17, 2023 meeting and voted 6:4 to forward a favorable recommendation. The Board had held a public hearing on May 8, 2023 and had voted to defer action. Another hearing was being conducted in order to consider amendments to the draft PUD Ordinance and Proffers which would be discussed by the applicants. Ms. Le Duc turned the floor over to Mr. Geiger.

Mr. Geiger expressed appreciation to Ms. Le Duc for the introduction and noted as she had mentioned, they had been before the Board in May and had reviewed many of the details at that time. While this presentation would focus on changes based on input received, he

would be happy to go into more detail for the benefit of the community if the Board wished. He reported receiving feedback after the May public hearing which suggested they should do a better job of explaining the commercial area vision. Changes had been made to create more green space separation between Route 60 and the commercial area. The front yard setback had been expanded from 30 to 60 feet and a requirement for private pavement to be setback a minimum of 30 feet had been included. Another request had been to provide a visualization of what the commercial area would look like in line with the County's Strategic Plan and Comprehensive Plan. He reported the Strategic Plan had identified a need for greater retail but noted this would not be "Big Box" retail but would be neighborhood retail such as restaurant and office space. They also wanted to show how these spaces would be designed around open spaces within the community. Another request had been for the backs of the buildings to not be the front door to Route 60 and he drew attention to a rendering of how the buildings would architecturally front on Route 60. They had also developed a more closeup vision of how the commercial would look and operate. He noted the County's Strategic Plan and Comprehensive Plan both stressed the importance of having social gathering areas as a part of the village look. They wanted to provide a sense of how the open spaces could be programmed for social gathering in support of the commercial uses along Route 60. They believed they had come up with a front door that would embody what both the Strategic Plan and Comprehensive Plan envisioned. They had also updated the proffers based on conversations since the May public hearing. He noted the County's CIP (Capital Improvement Plan) had identified the need for a fire station in the Bottoms Bridge area and there had been a desire by the Board to wait for more density before making that investment. He stated this project would be bringing that density and they would like to help with that investment by contributing up to \$250,000 for land acquisition. He reported a concern expressed during community meetings had been the traffic volumes on Route 60. He said they had been in conversations with VDOT and the County had also had detailed conversations with VDOT regarding improvements to Route 60. He noted VDOT owned the roads and, they, as a developer, could not just put a signal in when they wanted to. The need for a signal would be determined by a VDOT test. He stated if the signal was not warranted today, but became warranted as they went through the development, they would contribute up to \$500,000 toward that signal. They had also received feedback suggesting the need to have one of the property's uses to be targeted toward assisted-type living. In response, a use that would allow a portion of the commercial area to be used for assisted-type living had been added to give people an opportunity to live out the end of their lives in New Kent County. This was something they understood was not currently readily available. The housing would be targeted toward "empty nesters" who may be interested in down-sizing from larger homes and larger lots. If there was an assisted living operator wishing to operate in the community, these individuals would have the opportunity to relocate to the front of the community.

He noted these were changes made since they had last presented to the Board. He pointed out the Board had elected to remove the ad valorem tax in the Bottoms Bridge area earlier this year. The water and sewer infrastructure in the Bottoms Bridge area would serve this property and that infrastructure had been paid for by the issuance of bonds backed by the County. Bottoms Bridge residents had been paying a second real estate tax on top of the County's rate to pay these bonds. Although the County had elected to remove the ad valorem tax, tax payers as a whole were now paying the bonds. If Liberty Landing was developed, they would pay over \$18,000 per house totaling almost \$5.5 million up front toward utilities. If the Board chose to do so, those funds could be used to retire those bonds. In addition, cash proffers of \$8,000 per home for single-family detached and \$4,000 per home for townhomes would total \$1.8 million paid to the County.

He drew attention to a financial analysis and noted the top half of the slide represented revenue to the County over the development period – the length of time it would take to build out Liberty Landing. They were projecting the development would be finished in 2033. Over this period, almost \$20 million in revenue would be generated, there would be almost \$5 million in costs resulting in a total positive impact of almost \$15 million. In addition to the \$5 million previously mentioned to be paid up front to utilities, an additional \$4 million would be paid over time for a total of \$9 million to utilities. The County's general fund would receive an additional \$5.8 million in revenue. In 2034, when they believed the community would be finished, the County would be paying \$3,717 per home in educational expenses. After this was paid, there would be \$622,000 in cash flow into the County or an additional \$3,175 per home for the Board to determine how to budget.

He reported they had also been asked to do a deeper dive into the student generation data provided. Projections based on the data they had were that a single-family detached home would generate .4 students and a townhome .32 students. They had used these numbers to estimate the total number of students to be generated by Liberty Landing and the educational cost to the County. They had since gone to New Kent County Public Schools (NKCPS) to get information on comparable communities (Patriots Landing, Brickshire, The Arbors) and had learned student generation from a single-family detached home was actually .36 students and for townhomes it was .17 students. They had previously estimated 103 students would be generated but based on numbers received from NKCPS, the number would be closer to 75. He pointed out they had not changed anything in the financial impact numbers and had held to their 103 students but believed the number would be lower. The Board had worked hard at adopting a Comprehensive Plan and a Strategic Plan for how it wanted to grow and the uses and needs of the County and they believed they had come forward with a request that would implement both of those plans. He added that this would be a way of approving controlled development in order to pay off utility bonds, to receive money toward the construction of a fire station and a traffic signal and to provide additional tax revenue to the County. As Ms. Le Duc had mentioned, they were requesting a PUD for the compact development called for within the Comprehensive Plan and the Strategic Plan using a mixture of uses to achieve economical and efficient land use through unified development and by doing so, creating a place where people wanted to live, work and visit. He stressed that the project would not be all development and noted 62 acres (53% of the total acreage) would be put into open space.

They understood New Kent County had suffered a recent loss and one member of the Board was not at this meeting. (District 3 Supervisors Patricia A. Paige had passed away on November 28, 2023.) He offered that if it was the will of the Board to wait until a full Board was available to consider the case, they would understand. He entertained questions.

Mr. Tiller asked fellow Board members if they had any questions and noted the applicant was asking to defer if it was the Board's will. Mr. Evelyn asked Mr. Geiger if he was requesting a deferral? Mr. Geiger indicated if it was the Board's will to defer, they would be happy to wait. Mr. Evelyn asked if he was making a formal request or leaving it up to the Board? Mr. Geiger stated it would be okay if the Board decided to defer and they would be happy to request that the Board make a motion to defer. Mr. Tiller asked if they wished to take this back up at the January regular meeting? Mr. Geiger stated that if the Board was seeking their input, they would ask if the Board would schedule them for February. They felt it may be beneficial if Mr. Hathaway and the new Board was willing to have them come to a work session in January to answer any other questions before scheduling another public hearing. He stated he felt this would be an appropriate amount of time. Mr. Evelyn asked if having a new Board would require another public hearing or would this public hearing suffice? County Attorney Joshua S. Everard stated that whenever the Board did take action

on the item, it would be necessary to have a public hearing at that regular meeting. Mr. Geiger stated there had been a General Assembly law change in its past session that mandated a public hearing before a Board vote. He added that in the old days, a public hearing could be heard, action could be deferred and a vote could be taken later. The General Assembly had now said that was no longer allowed.

Mr. Tiller asked if Board members had any questions. Mr. Stiers stated he had questions but asked if he should hold them until they defer.

Mr. Evelyn moved to approve the applicants request for a deferral until the January Work Session for an update and the February Regular Meeting for a public hearing. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: PUBLIC HEARING – ORDINANCE O-17-23 – PROPOSED AMENDMENTS TO NEW KENT COUNTY CODE SECTIONS 66-314, 66-329, 66-330 & 66-332 IN REGARD TO THE BUSINESS PROFESSIONAL OCCUPATIONAL LICENSE STANDARDS BY POPULATION

Before the Board for consideration was Ordinance O-17-23 to amend Chapter 66, Sections 314, 329, 330 and 332 of the New Kent County Code in regard to the Business Professional Occupational License (BPOL) regulations. County Administrator Rodney Hathaway reported the requested ordinance amendments were from Commissioner of the Revenue Laura Ecimovic and the proposed amendments were necessary to bring New Kent into compliance with Code of Virginia requirements for localities with a population of 25,000 or more. He believed New Kent had just crossed that threshold resulting in the need to amend County Code Sections 66-314, 66-329, 66-330 and 66-332. The proposed changes were projected to result in businesses paying less and a revenue loss of approximately \$20,000. Drawing attention to the ordinance markup, he noted many of the proposed changes were to catch up with various changes that had been made over time to the corresponding section of State Code. Businesses generating less than \$10,000 in gross receipts were currently required to pay a \$30 license fee. Businesses generating more than \$10,000 in gross receipts were paying rates applicable to the type of business. Proposed changes would include no fee for business with gross receipts between \$1 to \$10,000. A \$50 license fee would apply to businesses with gross receipts between \$10,000 and \$50,000. \$50,000 would now be the new threshold for when Business Professional Occupational License tax would be collected. He again noted this was a requirement of the Code of Virginia and the changes were expected to result in a \$20,000 loss of revenue. He entertained questions.

There being no questions, Mr. Tiller opened the public hearing. There being no individuals wishing to speak, he closed the public hearing and opened the floor to questions and comments from Board members.

Mr. Stiers stated the proposed changes were mandated. He moved to adopt Ordinance O-17-23 amending Sections 66-314, 66-329, 66-330 and 66-332 of the New Kent County Code. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: PUBLIC HEARING – RESOLUTION R-28-23, FY 2023-2024 BUDGET AMENDMENT – ADDITIONAL STATE FUNDING APPROPRIATION FOR SCHOOLS

Before the Board for consideration was Resolution R-28-23 amending the fiscal year 2023-2024 operating budget by appropriating \$1,254,367 in additional state funding for schools. County Administrator Rodney Hathaway reported New Kent County Public Schools (NKCPS) had received additional funding in the amount of \$1,254,367 with the adoption of the full state budget. In accordance with Code of Virginia Section 15.2-2507, a public hearing was required for a budget amendment greater than 1% of the total adopted budget. He reported the majority of the funds would go toward the 2% salary increases approved by the General Assembly with its most recent budget adoption. He entertained questions.

Mr. Tiller asked if the 1% requirement was of the County budget or the NKCPS budget. Mr. Hathaway noted the NKCPS budget was a part of the County budget and the 1% applied to the total County budget. Mr. Tiller opened the public hearing. There being no individuals wishing to speak, the public hearing was closed.

Mr. Lockwood moved to adopt Resolution R-28-23 amending the FY 2023-2024 budget and appropriating \$1,254,367 in additional state funding for schools to contingency. The members were polled:

John N. Lockwood	Aye
Thomas W. Evelyn	Aye
Ron Stiers	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: ELECTED OFFICIALS REPORTS

Mr. Stiers reported the Forge Foundation had hosted its annual Thanksgiving Feast on November 23rd with approximately 1,000 "all you can eat for \$0.99" meals served to residents of the County. He announced the Providence Forge Christmas Parade scheduled for December 10th had been canceled due to inclement weather. He was hopeful they would be able to have the parade next year and reminded everyone that it was always the second Sunday in December.

Mr. Evelyn stated it had been a rough few weeks in New Kent County and expressed appreciation to the citizens who had supported the Goins family (19 year-old Chandler Goins had passed away on November 26, 2023) and the Paige family (District Three Supervisor Patricia Paige had passed away on November 28, 2023) during their time of need. He said it had been great to see the outpouring of support and New Kent coming together to lift these families up. He urged everyone to remember the reason for the season and to do like Ms. Paige and Chandler Goins would have done by going out of their way to do something special for somebody. He wished everyone a Merry Christmas and a happy new year. Addressing his fellow Board members, Mr. Lockwood noted this would be his last regular meeting and that it had truly been an honor to serve with each of them. He added that it would have been nice to be able to look into Ms. Paige's face and say this "but she knows how my heart feels." He again stated it had been an honor to serve on this Board, an honor to serve with his fellow Board members and an honor to serve the residents of New Kent. He stated the County had a tremendous staff that was doing an amazing job on a tight budget with limited personnel and resources. He specifically noted the Financial Services Department and "another win" with the recent audit. They had done an amazing job as had every department he had interacted with and it had truly been a pleasure. He noted there were a couple of additional meetings to get through before the end of his term but again noted it had been an honor to serve the citizens of New Kent County and he truly appreciated the opportunity, had made some really good friends in the process and he would continue to serve the County in some capacity. He thanked everyone for their professionalism and dedication to the citizens of New Kent County.

Mr. Tiller thanked Mr. Lockwood for his service. He noted this would also be his last regular meeting and expressed appreciation to Mr. Stiers and Mr. Evelyn and said it had been a pleasure getting to know then over the last twelve years. He reported he had always thought Ms. Paige only said "all is well" to him but he had learned at her service that had truly not been the case and he felt this statement may have been her way of hiding things. He jokingly said, "if you ever hear me say all is well, really start to worry."

IN RE: STAFF REPORTS – FUNDING FOR FIRE-RESCUE POSITIONS

County Administrator Rodney Hathaway announced there would be no December work session and he did have two action items he did not want to hold until January. He distributed information on the first item and reported the County's FY24 budget included funding for the construction of a new fire station (Fire Station #6) in the Bottoms Bridge area across from Chickahominy Family Practice. The County was excited to announce that a groundbreaking ceremony for this station would be held on December 29th with an anticipated fall 2025 opening. Given this timing, it was necessary to prepare for staffing the station now. The proposed motion before the Board was to authorize the hiring of three Fire and Rescue Lieutenants, three Firefighter/Medics and twelve Firefighter/EMTs for a total of eighteen new Fire and Rescue positions at a cost of \$700,117,65. They wished to begin the hiring process now so they could begin the training academy to get everyone certified prior to the facility opening. He added that he was also requesting an appropriation of \$600,000 for additional staffing and salary adjustments in the Sheriff's Office. He said everyone knew public safety was one of the County's priorities and stressed the importance of New Kent remaining competitive in the region in order to continue to recruit, attract and retain the best to serve our residents. The total request was for an appropriation of \$1,300,117.65 from the Colonial Downs Capital Revenue account. He entertained questions.

Mr. Stiers asked if this would be in lieu of applying for any SAFER (Staffing for Adequate Fire and Emergency Response) grants? Mr. Hathaway confirmed this would be in lieu of SAFER grants and noted the schedule for SAFER grants did not work for having staff hired, trained and in place for this station by the fall of 2025. Mr. Lockwood asked if this would eliminate the Board's ability to apply for a SAFER grant for these positions in the future. Mr. Hathaway stated authorizing these positions would eliminate the County's ability to apply for a SAFER grant. SAFER grant funding could not be used to fund existing positions. He reported the next application period for the SAFER grant would be February 2024 with announcements of awards not expected until the summer.

Mr. Stiers moved to authorize the hiring of three Fire and Rescue Lieutenant positions, three Firefighter/Medic positions and twelve Firefighter/EMT positions for a total of eighteen new Fire and Rescue positions for the purpose of staffing Fire Station #6 to be constructed in the Bottoms Bridge area of the County. He further moved to appropriate \$700,117,65 to cover the Fiscal Year 2024 cost of the eighteen new Fire and Rescue positions and \$600,000 for additional staffing and salary adjustments in the Sheriff's Office for a total Fiscal Year 2024 appropriation of \$1,300,117.65 from the Colonial Downs Capital Revenue account. The members were polled:

Thomas W. Evelyn	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: STAFF REPORTS – AUTHORIZING THE CLOSURE OF COUNTY OFFICES ON TUESDAY, DECEMBER 26, 2023

County Administrator Rodney Hathaway distributed copies of Resolution R-33-23 asking for authorization to close County office on Tuesday, December 26, 2023. He reported the County's current holiday schedule include a half day on Friday, December 22, 2023 and a full day on Monday, December 25, 2023. He further reported offices in many surrounding localities were also scheduled to be closed on Tuesday, December 26th and he fully supported giving staff this additional day as a show of appreciation for their work and dedication. He entertained questions.

Mr. Evelyn moved to adopt Resolution R-33-23 authorizing the closure of County offices on Tuesday, December 26, 2023. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: APPOINTMENTS – DELEGATED BY DISTRICT

Mr. Evelyn moved to appoint George A. "Jack" Tate, Jr. as District One representative to the Agricultural and Forestal District Advisory Committee to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Evelyn moved to appoint Daniel Williams as District One representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2023 and ending June 30, 2026.

Mr. Stiers moved to appoint Edward M. Allen, III as District Four representative to the Wetlands Board, Chesapeake Bay Preservation Board and the Dunes & Beaches Board to complete a term ending December 31, 2027.

The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: APPOINTMENTS - NOT DELEGATED BY DISTRICT

There were no appointments no delegated by district.

IN RE: APPOINTMENTS – REGIONAL BOARDS AND COMMISSIONS

There were no appointments to regional boards and commission.

IN RE: RECONSIDERATION OF JANUARY 2024 MEETING DATE – RESOLUTION R-29-23 (R1)

Mr. Tiller asked if the Board needed to set the January 2024 meeting date? County Administrator Rodney Hathaway noted a resolution (Resolution R-29-23) in the Consent Agenda adopted earlier had set the date for the second Monday, January 8, 2024. Mr. Stiers asked if the date could be changed to the second Tuesday and said he may be out of town on January 8th. Mr. Tiller asked Mr. Stiers if he was asking the Board to change the date. Mr. Stiers confirmed. County Attorney Joshua S. Everard stated the Board would need a motion to reconsider setting the January 2024 meeting date to Tuesday, January 9, 2024.

Mr. Stiers moved to reconsider setting the January 2024 meeting date to Tuesday, January 9, 2024 by adopting Resolution R-29-23 (R1). The members were polled:

John N. Lockwood	Aye
Thomas W. Evelyn	Aye
Ron Stiers	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: CLOSED SESSION

Mr. Evelyn moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A)(1) for discussion of the performance of specific appointees of a public body; specifically, of the salary of the Human Resources Director. He further moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A)(1) for discussion of the performance of specific appointees of a public body; specifically, the discussion of the County Attorney's annual performance evaluation. The members were polled:

Thomas W. Evelyn	Aye
Ron Stiers	Aye

John N. Lockwood Aye C. Thomas Tiller, Jr. Aye

The motion carried. Mr. Tiller stated there would be no further business after the Board returned to open session. He thanked everyone for attending. Members left the dais at 8:20 p.m.

Members returned to the dais at 8:48 p.m. Mr. Evelyn moved to reconvene in open session. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

Mr. Evelyn moved to certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Tiller announced the next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Tuesday, January 9, 2024 in the Boardroom of the County Administration Building. The Board had also called a special meeting for 3:00 p.m. on Monday, December 18, 2023 in the Boardroom of the County Administration Building for the purpose of completing the review of applications and to appoint an interim District 3 Supervisor. The Board would also meet for a joint meeting with the Economic Development Authority at 8:30 a.m. on Thursday, December 21, 2023 at the New Kent Visitors and Commerce Center, 7323 Vineyards Parkway, New Kent, VA. There would be no December work session.

Mr. Evelyn moved to adjourn. The members were polled:

John N. Lockwood	Aye
Thomas W. Evelyn	Aye
Ron Stiers	Aye
C. Thomas Tiller, Jr.	Aye

The meeting was adjourned at 8:50 p.m.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	December 18, 2023 Special Session Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
•	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

DescriptionTypeDecember 18, 2023 Special Session Minutes (PDF)Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/7/2024 - 3:40 PM
Administration	Hathaway, Rodney	Approved	2/8/2024 - 7:52 AM
Attorney	Everard, Joshua	Approved	2/8/2024 - 8:32 AM

A SPECIAL SESSION WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 18TH DAY OF DECEMBER IN THE YEAR TWO THOUSAND TWENTY-THREE IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 3:00 P.M.

IN RE: CALL TO ORDER

Chairman C. Thomas Tiller, Jr. called the meeting to order.

IN RE: ROLL CALL

Thomas W. Evelyn C. Thomas Tiller, Jr. Ron Stiers John N. Lockwood Present Present Present Present

All members were present.

Mr. Tiller announced the Board would be going into closed session.

IN RE: BOARD OF SUPERVISORS, DISTRICT 3 – REVIEW OF APPLICATIONS AND APPOINTMENT OF AN INTERIM DISTRICT 3 SUPERVISOR

Mr. Lockwood moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A)(1) for discussion of the appointment of prospective candidates for appointees of a public body; specifically, to discuss the appointment of an interim board member to fill the vacancy. He further moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A)(8) for consultation with the County Attorney regarding specific legal matters requiring the provision of legal advice. The members were polled:

Thomas W. Evelyn	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried. Mr. Tiller announced they should return soon and the members left the dais at 3:02 p.m.

Members returned to the dais at 3:38 p.m. Mr. Lockwood moved to reconvene in open session. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

Mr. Lockwood moved to certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

Mr. Tiller announced the Board had begun receiving applications to fill the vacant District 3 Board of Supervisors seat almost three weeks ago and reported 24 applications had been received. Supervisors had individually reviewed the applications and had narrowed down their selections. He was hopeful they had made the right decision and stated the Board felt strong with their decision.

Mr. Lockwood moved to appoint Amy Pearson to fill the current vacancy on the Board of Supervisors and serve as its District Three representative, with such term of office beginning immediately and ending when a duly qualified successor is elected at the Special Election scheduled for November 5, 2024. The members were polled:

John N. Lockwood	Aye
Thomas W. Evelyn	Aye
Ron Stiers	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Evelyn noted the agenda stated the next meeting would be held at 6:00 p.m. on Monday, January 8, 2024 in the Boardroom of the County Administration Building but that meeting had actually been set for Tuesday, January 9, 2024. Mr. Tiller thanked him for the correction. There would be no December work session. The Board would also meet for a joint meeting with the New Kent County Economic Development Authority at 8:30 a.m. on December 21, 2023 at the New Kent Visitors and Commerce Center.

Mr. Lockwood moved to adjourn. The members were polled:

Thomas W. Evelyn	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried and the meeting was adjourned at 3:40 p.m.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024	Meeting	Date:	3/11	/2024
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Approval of Minutes

(not required for Consent	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	December 21, 2023 Joint Session with EDA Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

DescriptionTypeDecember 21, 2023 Joint Session with EDA (PDF)Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/7/2024 - 3:41 PM
Administration	Hathaway, Rodney	Approved	2/8/2024 - 7:53 AM
Attorney	Everard, Joshua	Approved	2/8/2024 - 8:38 AM

A SPECIAL JOINT SESSION WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS AND THE ECONOMIC DEVELOPMENT AUTHORITY ON THE 21ST DAY OF DECEMBER IN THE YEAR TWO THOUSAND TWENTY-THREE AT THE NEW KENT VISITORS AND COMMERCE CENTER, 7324 VINEYARDS PARKWAY, NEW KENT VIRGINIA, AT 8:30 A.M.

IN RE: CALL TO ORDER – BOARD OF SUPERVISORS (BOS)

BOS Chair C. Thomas Tiller, Jr. called the BOS meeting to order at 8:36 a.m. and thanked the EDA for the invitation to join them.

IN RE: ROLL CALL – BOS

Thomas W. Evelyn C. Thomas Tiller, Jr., Chair Amy M. Pearson Ron Stiers John N. Lockwood Absent Present Present Absent Present

Present

Present

Present

Present

Present

Present

Present

All members with the exception of Mr. Evelyn and Mr. Stiers were present.

IN RE: CALL TO ORDER – ECONOMIC DEVELOPMENT AUTHORITY (EDA)

EDA Chair Mathew Starr called the EDA meeting to order at 8:37 a.m.

IN RE: ROLL CALL - EDA

Pat Bell Charles M. Davis Lawrence E. Haislip, Jr. W.O. Isgett, Sr. Samuel Jefferson Paul Robinson Mathew Starr, Chair

All members were present.

Others in attendance included County Administrator Rodney Hathaway, EDA Attorney Brendan S. Hefty, County Attorney Joshua S. Everard, Assistant County Administrator and Director of Economic Development Matthew J. Smolnik, Economic Development and Tourism Coordinator Gail Carey, Deputy Clerk of the Board of Supervisors Wanda Watkins, County Treasurer Charles Evelyn, III, Financial Services Director Rebecca Guthrie, Visitors and Commerce Center Staff Members Linda Gardner and Christian Meyers, NKC Chamber of Commerce Liaison Anna Jones, District 2 Supervisor Elect John P. Moyer and a resident of The Groves community.

IN RE: WELCOME

Mr. Starr welcomed everyone to the joint meeting of the New Kent County Economic Development Authority and the New Kent County Board of Supervisors.

IN RE: RECESS

Both Chairs called for a brief recess at 8:38 a.m. The meeting reconvened at 8:44 a.m. and continued on with EDA agenda items.

IN RE: APPROVAL OF MINUTES - EDA

A motion to approve the November 16, 2023 EDA meeting minutes was made Mr. Robinson, seconded by Mr. Jefferson and carried.

IN RE: TREASURER'S REPORT - EDA

EDA Treasurer Paul Robinson provided information on various funds held in several financial institutions. The total available funds balance as of December 21, 2023 was \$474,764.86.

- C&F Checking Account Balance \$125,627.50
- C&F Money Market Account Balance \$5,143.82
- PRIMIS Bank Money Market Account Balance (Account Closed) \$0.00
- LGIP Account (Local Government Investment Pool) \$343,992.82

Mr. Robinson provided an overview of recent checking account activity. The EDA Balance Sheet reported assets totaling \$474,764.86, liabilities totaling \$316,271.52 and an unencumbered fund balance of \$58,493.34. These figures did not include the Fisher property valued at \$440,000 to \$480,000.

A motion to approve the December 21, 2023 Treasurer's Report was made by Ms. Bell, seconded by Mr. Davis and carried.

IN RE: ECONOMIC DEVELOPMENT YEARLY REVIEW AND UPDATE

Assistant County Administrator/Economic Development Director Matthew Smolnik said it was great to have the opportunity to get the two boards together and to review what had been accomplished together in 2023. Updates included:

AutoZone Building and Access Road

- Progress on the site construction had really become apparent over the past year. EDA members had recently taken a tour of the facility and he would be taking other groups if anyone was interested.
- Mr. Hathaway and he had met with the AutoZone executive team on two separate occasions and they were very pleased with the pace of construction and were most impressed with the relationships they had been building with County staff. The professionalism of the permitting office and inspectors had specifically been mentioned and he noted this was good news to hear from a Fortune 500 company.
- The access road had been completed in 2023 and had officially become a part of the VDOT system.
- Matan Companies out of Frederick, Maryland had secured control of 250 acres along the new access road and had 1.9 million square feet of industrial development planned for that portion of the industrial park.

Buc-ee's Announcement

- The announcement had been made via social media in March and the word had spread across the country in a matter of hours.
- He reported this had been the most impactful thing to happen to economic development in New Kent in 2023. As he had traveled across the country since the announcement,

he had been introduced as the "Buc-ee's guy from Virginia" and people knew New Kent because of this win.

• Mr. Hathaway and he would be meeting with Virginia Governor Glenn Youngkin and CEO of Buc-ee's Beaver Alphin later that day to discuss the I-64 Exit 211 rebuild, funding and overall economic development activity and potential along I-64.

Colonial Downs and Rosie's

- He said he remembered when the first HHR (Historical Horse Racing) report had indicated New Kent had collected \$72,000 from Rosie's. Based on the Virginia Racing Commission website, revenue paid to New Kent since the opening of the first Rosie's facility in 2019 had now eclipsed the \$40 million threshold.
- Rosie's in Emporia had opened in the fall and Dumfries was expected to open in the spring of 2024.

Festival of Races - Arlington Day at Colonial Downs - Saturday, August 12th

- This had been the biggest horse racing day in the history of Virginia. Races had included the Grade 1 Arlington Million, the Grade 1 Beverly D Stakes (qualifier for the Breeders Cup) and the Grade 2 Secretariat Stakes. This had been great exposure for the County.
- New Kent County had been the premier sponsor and had held a business networking event which had included SEDC (Southern Economic Development Council) Board members and officers representing 17 southern economic states, The Port of Virginia, Virginia Economic Development Partnership, Governor Glenn Youngkin and several site selection consultants. This had been a great opportunity to get decision makers together in one room and it had gone very well. He expressed appreciation to the EDA for their support and to Mrs. Carey for all her efforts in preparation for this day.

Breakfast at the Colonial Downs Stables

- Breakfast (donuts) had once again been provided to the stable workers.
- This had given New Kent staff an opportunity to interact with the trainers, some owners and other workers on a personal level.
- Director of Live Racing Frank Hoff had said he had been involved in racing his whole life and had never seen this type of outreach to stable workers at any of his previous tracks. He greatly appreciated New Kent's efforts.

Scannell Properties (international developer from Indiana) and Forge Logistics Center

- The first phase of this privately funded industrial access road had been completed.
- The second phase was currently under site plan review and once finished, the new access road would open up approximately 600 acres of industrial land for development.

Business and/or Marketing Trips

- RILA (Retail Industry Leaders Association) conference in Orlando with VEDP (Virginia Economic Development Partnership) focus on supply chain.
- All American Trucking show in Louisville with VEDP logistics, manufacturers and logistics providers.
- Site Selection Forum in Virginia Beach This was limited to 125 people allowing for ample one-on-one time with multiple site selectors from across the country. The Hampton Roads Alliance had worked hard to bring fifteen site selectors to the forum.
- VLGMA (Virginia Local Government Management Association) conference in Virginia Beach.
- SEDC (Southern Economic Development Council) annual conference in Williamsburg.
- ICMA (International City/County Managers Association) conference in Austin, Texas.

• Numerous in-state business networking events with VEDP, The Port of Virginia, engineering and construction firms and other local government officials and staff.

MOU Between the EDA and New Kent County

- A Memorandum of Understanding (MOU) to have all EDA financial transactions handled by the New Kent Finance Department and the County Treasurer had been drafted by EDA Attorney Brendan Hefty in the summer and executed several months later. Financial Services Director Rebecca Guthrie and County Treasurer Charles Evelyn, III had worked to get everything in place for this transition and he expressed appreciation for their efforts.
- The official hand-over date would be January 1, 2024.
- He expressed appreciation to Mrs. Carey and Mr. Robinson for their years of hard work and dedication to keep the EDA books in good order.

The EDA Business Incentive Grant Program Was Going Strong

- Several payments had been made to local businesses who had met performance standards outlined in their grant applications. Maximum awards were \$49,999 with recipients being required to perform before receiving payment.
- The EDA had awarded two business incentive grants in 2023 totaling \$92,324.
- Other grant payments were expected to be due in early 2024.
- He noted the County's backbone was built on small businesses and it was good to see the small business community being supported. The grant program had been started a few years ago and the BOS had continued to support it in an effort to grow and nurture local business. He expressed appreciation for the Board's most recent appropriation of \$100,000 to this line item.

Visitors Center Update

- Six part time seasonal employees had been hired this past summer. Four had been high school seniors, one a New Kent Middle School teacher and the other a retired federal agent. This was the largest and most diverse staff in the history of the Visitors Center.
- Some of these new hires were still with the County while others had ventured off to college or returned to their full-time teaching position.
- Christian Meyers, who was one of these new hires, had designed a New Kent tourism coloring and activity book. Mr. Smolnik invited Mr. Meyers to share a few words about the project. Mr. Meyers noted there were many ways to grow the County and specifically noted infrastructure, advertising, social media and magic. He had come up with an idea to grow New Kent by telling of its best features in a magical way in a coloring book. It would not only be a coloring book but also a story book and an informational book which could bring parents and children together. He provided an overview of the book and its story and shared copies with those in attendance. It had been a labor of love and he was thankful for the opportunity to work on this project.

Enso Media – Scott's Addition Richmond, VA

- Economic Development had switched marketing firms and had signed a new contract with Enso Media, a Richmond-based group.
- The County's account manager was also a New Kent resident living in The Arbors and was excited about helping promote New Kent County.
- Economic Development now had a very active social media presence.
- The redesign of the website had been taking longer than expected but was close to completion.
- Mrs. Carey and he had recorded a holiday message the previous day at the Enso Media studio.

- A six-part podcast series was in the works with production expected to begin in early 2024. The series would tell all sides of the New Kent story from different perspectives noting how New Kent had changed. They were planning to start with 1900 and cover approximately 20 years with each session. Several individuals had been identified to be featured in the sessions. Among those were Jean Street (long-time County resident and former Visitors Center employee) Mark Kilduff (long-time New Kent Economic Development employee and Economic Development Consultant) and Paul Robinson (current EDA member and long-time County businessman).
- Enso had created numerous tourism videos and other short reels for social media and the soon to be updated website.

EDA Board Retreat

- The EDA's second annual board retreat had included a visit to the VEDP.
- The group had toured the Talent Accelerator Program which was being offered to new manufacturing businesses locating to Virginia. This program provided assistance with finding and training the needed workforce.

RCC Welding Lab

- New Kent County and Rappahannock Community College had partnered on a new welding lab project in support of workforce training. Construction had begun earlier in the year and was almost complete.
- Plans were to schedule a tour for EDA members to have a close up look at the new training program once the project was complete.
- The program would be relatively inexpensive compared to salaries offered. He noted this was a great opportunity for both men and women and reported females were traditionally better welders because they possessed better fine motor skills.

County-Wide Broadband Update

- The Board of Supervisors had been pushing this project for years and an Advisory Committee had been utilized as a means to gather input.
- Cox Communications had officially begun work on the fiber network project the previous fall and Government Relations representatives were holding regular update meetings with County Administration.
- The Barhamsville cluster was complete and the Talleysville cluster would be the next to be completed. Over 145 miles of fiber for the more than 600 mile project had been installed to date.
- ARPA (American Rescue Plan Act) funds as well as Colonial Downs funds had been utilized to pay New Kent's portion of the project. There had been no tax rate increases to residents to fund this project.

New Business Openings or Construction

- Sites were under review or had been approved in 2023 for the following businesses:
- Stay & Play in Patriots Landing second location
- Sunbelt Rentals in Patriots Landing
- Virginia Natural Gas building addition along Jimmy Burrell Drive
- LaRS Group (site contractors currently in James City County) moving to Rt. 249/Rt. 33 intersection
- 249 Eatery
- Phase 2 of the Scannell industrial road and pump station opening up approximately 600 acres of land for industrial development
- Forge Logistics building
- Bottoms Bridge Shops including Roma and others to be located behind Walgreens

- Arby's had opened in Bottoms Bridge.
- Construction for Starbucks in Bottoms Bridge was ongoing. The outside was almost complete but the inside was still a work in progress.
- The AutoZone distribution center was under construction.

He expressed appreciation to Mrs. Carey and staff for keeping the Visitors and Commerce Center running. He reported that when Mrs. Carey had been promoted to Economic Development and Tourism Coordinator, he had told her the hardest thing she would have to do would be manage staff and the building. She had done a phenomenal job and she and staff members Linda Gardner, Christian Meyers and others had a great system in place. He also expressed appreciation to the EDA Board, the Board of Supervisors, County Administrator Rodney Hathaway and support staff in the Administration Office for their support. He said this was a time of year when he counted his blessings and he considered everyone in the room a blessing. He wished everyone a Merry Christmas and noted he was looking forward to a great new year.

IN RE: COMMITTEE REPORTS

None

IN RE: OLD BUSINESS

None

IN RE: NEW BUSINESS – ELECTION OF 2024 EDA TREASURER

Mr. Starr noted they were in the process of transferring the EDA Treasurer's duties to the New Kent County Treasurer. The EDA Board briefly discussed the newly executed MOU between the EDA and New Kent County for financial services. Mr. Robinson moved to appoint County Treasurer Charles Evelyn, III as the EDA Treasurer. The motion was seconded by Mr. Davis and carried.

IN RE: MEETING SCHEDULE - EDA

The next meeting of the New Kent County EDA would be held at 8:30 a.m. on Thursday, January 18, 2024 at the New Kent County Visitors and Commerce Center, 7324 Vineyards Parkway, New Kent, VA 23124.

IN RE: ADJOURNMENT - EDA

Mr. Starr thanked EDA members and the Board of Supervisors for joining them. He expressed appreciation to Supervisors for their support and all they were doing through the year. He wished everyone a Merry Christmas. Mr. Isgett moved to adjourn the EDA meeting. The motion was seconded by Mr. Davis and carried. The meeting adjourned at 9:22 a.m.

IN RE: MEETING SCHEDULE - BOS

Mr. Tiller announced the next regularly scheduled meeting of the BOS would be held at 6:00 p.m. on Tuesday, January 9, 2024 in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, VA 23124. There would be no December work session. Dates for the remainder of 2024 would be set at the January meeting. He also

announced Board members would be attending two events regarding New Kent Fire Stations on December 29th. He turned the floor over to County Administrator Rodney Hathaway for details. Mr. Hathaway reported there would be a grand opening at 9:30 a.m. at Station #4 and a groundbreaking at 2:00 p.m. at the site of future Station #6.

IN RE: ADJOURNMENT – BOS

Mr. Lockwood moved to adjourn the BOS meeting. The members were polled:

Thomas W. Evelyn	Absent
Amy Pearson	Aye
Ron Stiers	Absent
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye

The motion carried. The meeting adjourned at 9:23 a.m.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024	Meeting	Date:	3/11	/2024
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Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	January 10, 2024 Regular Session Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
•	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

Туре

Cover Memo

ATTACHMENTS:

Description January 10, 2024 Meeting Minutes (PDF)

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/21/2024 - 10:01 AM
Administration	Hathaway, Rodney	Approved	2/28/2024 - 8:40 AM

Attorney

37

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 10TH DAY OF JANUARY IN THE YEAR TWO THOUSAND TWENTY-FOUR IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 6:00 P.M.

IN RE: CALL TO ORDER

2023 Vice Chair Thomas W. Evelyn called the meeting to order. This meeting had originally been scheduled for January 9, 2024 but had been postponed due to inclement weather.

IN RE: ROLL CALL

Thomas W. Evelyn John P. Moyer Amy M. Pearson Ron Stiers Jordan T. Stewart Present Present Present Present

All members were present.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

The Rev. Dr. Milton Hathaway gave the invocation and led the Pledge of Allegiance.

IN RE: OPENING REMARKS FROM VICE CHAIR EVELYN/MOTION TO APPOINT AMY PEARSON AS DISTRICT THREE SUPERVISOR

Mr. Evelyn welcomed everyone to the meeting. He noted this was the Board's annual reorganization meeting. He indicated that before the Board moved on with the reorganization, he would like to make a statement and a motion. He read the following:

"Ms. Amy Pearson was unanimously appointed to fill the vacancy left after Ms. Paige's passing. Both Mr. Stiers and I voted to appoint her. Ms. Pearson is exceptionally qualified to serve on this Board. She is the Chief Financial Officer for a statewide agency that serves all of Virginia. For nine years she was the Assistant Director of financial services for New Kent County. She earned her master's degree in public administration from Virginia Tech and a bachelor's degree in accounting from Christopher Newport University. Amy has lived in the County for 21 years, and is well known for her public service to the County and the Commonwealth. Amy served as the Chief Election Officer for New Kent. She served on the Board of Equalization and the Planning Commission for New Kent. In these roles she was appointed and reappointed again by the late Patricia Paige, and they shared a special friendship. Ms. Paige would be proud of Amy and would support her as the District Three representative.

I have received many calls and texts from community leaders and residents that live in District Three who support Amy Pearson and believe she is the best person to represent their district. I agree with their assessment and wholeheartedly stand behind Amy's character, experience and dedication to serving New Kent County. There are forces outside this County that are attempting to control this County. We should send them a strong message that this County is not for sale. I will remind everyone that the Board already unanimously appointed Ms. Pearson to represent District Three just three weeks ago. Mr. Stiers voted to appoint her. I voted to appoint her. Amy has not changed in the last three weeks. The facts have not changed in the last three weeks. If anything, she is an even stronger candidate now because she has begun her work as a Board member. There is no reason why we shouldn't keep this exceptionally qualified person on this Board, whose record of public service is outstanding.

For these reasons, I move to appoint Amy Pearson to serve on the Board of Supervisors as its District Three representative with such term of office effective immediately and ending when a duly qualified successor is elected at the special election scheduled for November 5, 2024."

Mr. Evelyn asked if there was any discussion.

Ms. Stewart indicated she wished to speak and said the following:

"Firstly, I want to make it very clear that this is not a personal attack on Amy Pearson. She and I had our first conversation today and I think it was a very good conversation. I am honestly a little frustrated that the previous Board put us in this position and put Ms. Pearson in this position but I feel like this is an attempt to rubber stamp the actions of the previous Board that were clearly in violation of Virginia's law. I'm going to categorize those into two sections, the facts as we know them to be today and then my beliefs."

The facts mentioned were as follows:

- "On November 28th we learned of Ms. Paige's passing.
- On November 29th the County announced their intention to take applications until December 15th for an interim appointee to serve until December 31st of this year, 2024.
- On December 4th of last year, the Chairman of the previous Board, our County Administrator and our County Attorney received a letter from a nationally recognized law firm articulating and advising that the process they intended to follow to appoint Ms. Pearson was not in compliance with the law.
- On December 5th the Board proceeded to submit a Writ of Special Election to the Judge setting the Special Election for November 5th of this year. The Judge signed and entered that on the same day.
- Mr. Chair, on December 11th the County announced it would hold a special session on the 18th to make said appointment.
- On December 13th, the Chair, Mr. Tiller at the time, the County Administrator, and County Attorney received a letter from our deputy Attorney General, advising that the Attorney General believed the process intended to be carried out was in violation of Virginia's law.
- On December 18th the previous Board held that special session, went into closed session and selected Ms. Pearson to fill the vacancy.
- On December 21st the Attorney General issued his official opinion, publicly available on his website, stating that that Board had in fact violated the law.
- On January 5th of this year, the Deputy Attorney General wrote again to the County Administrator and the County Attorney stating that the appointment process had violated the law.

So I reiterate, this is not personal and I believe this is an attempt to ask us to rubber stamp this improper process and I think that we, as the current Board, have an opportunity to proceed openly and in accordance with the law and, I know at about 2:00 p.m. yesterday Mr. Hathaway sent Mr. Moyer and myself the applications for the previous applicants and, I appreciate the opportunity to review those, but that doesn't change that the process was done improperly the first time and the best way to avoid compounding the illegal action is to start the process over. We have about 35 days as of today to get it right. Our Registrar did confirm that we can have a Special Election in April of this year and make sure the people can exercise their ability to pick their person. Transparency is of utmost importance here at our local level and I know the critics of this process will say we have to prioritize expediency over citizen engagement and participation. But I don't believe that making this decision in the dark of night or behind closed doors like it was done by the previous Board is in the best interest of our citizens or the County."

She thanked the Chair for the opportunity to speak. Mr. Evelyn thanked Ms. Stewart for her comments and asked if there was any further discussion.

Mr. Stiers stated,

"As Ms. Stewart just alluded to, I have three copies here of emails sent from the Attorney General and pretty much he said exactly what Ms. Stewart just said. It's not the person we selected, it's the process we used and like she just said, until late yesterday afternoon, she has not even seen the applicants that applied for this position so it's kind of like excluding any input from her. The same thing for Mr. Moyer. Now I know he probably has a little more insight into a person because he has served on the Planning Commission. Just like Thomas said, I fully support Amy. I think she is well qualified. Everything that you just said, Mr. Chairman, I totally agree with. She's qualified. I think we are going about it in the wrong way and if we get sued, we're going to prison and I don't think anybody is going to bring us donuts on Sunday. I really don't, but, the thing about it, I have another option that I thought would be more viable. This would get the Attorney General off our backs and that is to allow our two new Supervisors to review the applicants until two weeks from today or until our next work session and let them interview. Let them make phone calls. Let them do their research so that it is equitable to all of us and then at our work session, we will vote on who will be the new Supervisor. I think we can have an early election as soon as, if I'm not mistaken, April. Is that right Ms. Thornton (Registrar Simone Thornton)? We can possibly have an election in April and it would be just for that district. It would cost in the neighborhood of about \$10,000 but I think it's worth it for the citizens of District Three to be totally represented by the person that they want representing them. That's just my opinion."

Mr. Evelyn asked if there were any other comments. There being none, he noted there was a motion on the floor and called for the members to be polled.

John P. Moyer	Aye
Amy M. Pearson	Abstain*
Ron Stiers	Nay
Jordan T. Stewart	Nay
Thomas W. Evelyn	Aye

*Ms. Pearson stated, "I abstain due to a conflict of interest. The nature of the conflict of interest is the subject of this vote is my seat on the Board."

The motion failed.

County Attorney Joshua S. Everard stated, "as it was a 2:2 vote, the vote fails and given these unusual circumstances, I would like to make a statement." He made the following statement:

"Mr. Chairman, members of the Board of Supervisors, and fellow citizens of New Kent County, both here in the gallery today and those watching at home.

Ms. Pearson was appointed on December 18th to fill the vacancy left after Ms. Paige's passing. Ms. Pearson swore her oath and was duly bonded and qualified. Her appointment was effective immediately. This appointment was done pursuant to Virginia Code §24.2-228(A), which reads that such an appointed person will serve 'until the qualified voters fill the vacancy by special election pursuant to §24.2-682 and the person so elected has qualified. Any person so appointed shall hold office the same as an elected person and shall exercise all powers of the elected office.'

This code section is consistent with hundreds of years of common law in Virginia, including:

- The 1969 Report of the Commission on Constitutional Revision, which was headed by former Governor and Virginia Supreme Court Justice Albertis S. Harrison, Jr.;
- McCullough's Virginia Constitutional Law;
- Judge John Forrest Dillon's Commentaries on the Law of Municipal Corporations, written by the very same Judge Dillon that created Dillon's Rule; (You may be familiar with that rule.)
- Michie's Jurisprudence;
- American Jurisprudence;
- The Corpus Juris Secundum legal encyclopedia;
- An Attorney General Opinion from May 5, 1981;
- An Attorney General Opinion from July 12, 1985;
- An Attorney General Opinion from August 31, 1988;
- Black's Law Dictionary; and
- The Virginia County Supervisors' Manual on page 244, published by the Virginia Association of Counties. Each Board member was issued a copy of this Manual.

These legal authorities are consistent with my experience serving four counties, three cities, and four towns in my career as a local government attorney. It is also the experience of my brothers and sisters who serve as chief legal officers to counties, cities, towns, and political subdivisions throughout the Commonwealth of Virginia. This is also consistent with the alluded to Attorney General's recent opinion. Mr. Miyares' conclusion reads that "an individual appointed to a local governing body to fill a vacancy pursuant to Code §24.2-228 may remain an interim appointment in said office until such time as a majority of the remaining members of the body vote on an appointment for the new term of office."

No person has yet been appointed by a majority of the remaining members of this Board for this term. Therefore, until the Board appoints an interim Board member for this term or until the results of the election on November 5, 2024, Ms. Pearson has full authority under Virginia law to serve as the District Three supervisor.

I would like to add one other comment. There has been talk of moving the election date. Unfortunately, that's not a possibility any more. The second that Ms. Paige passed, there was a countdown, pursuant to Code §24.2-226(A). Yours truly, the County Attorney, had fifteen days from that day to file a petition with the Circuit Court. That petition was granted by the Court on that very same day. There is a hearing next Tuesday, December 16th, (the date was actually January 16th) 1:00 p.m. at the Circuit Court. If you go across the parking lot into the large brick building with the white columns out front, you go through security. Don't bring your phone. Don't bring any weapons. You take a left. You can view it. Until a court of competent jurisdiction overturns that Writ of Election, the election will be held on November 5th. Until a court of competent jurisdiction undoes all of the legal authorities that I have just spoken, Ms. Pearson is a full member of this Board. Thank you."

Mr. Evelyn thanked him for his comments and stated the Board would move on with the annual reorganization. He turned the floor over to County Administrator Rodney Hathaway.

IN RE: ANNUAL REORGANIZATION – ELECTION OF OFFICERS FOR 2023

The Board's first meeting of the year was designated as the annual reorganization meeting. County Administrator Rodney Hathaway opened the floor for nominations for the office of 2024 Chair. Mr. Moyer nominated Mr. Evelyn for Chair of the Board of Supervisors for a term of one year. Mr. Hathaway noted that at this time, the Board could consider other nominations or close nominations. There were no other nominations. Ms. Pearson moved to close nominations for Chairman of the Board of Supervisors. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Abstain

The motion carried.

Ms. Pearson moved to elect Mr. Evelyn as Chair. The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Abstain
John P. Moyer	Aye

The motion carried.

Mr. Hathaway congratulated Mr. Evelyn on assuming the chair position and turned the floor back over to him. Mr. Evelyn thanked his fellow Board members and welcomed the new

Board members. He stated he was looking forward to getting through this first hurdle and was hopeful the issue would be resolved in a few weeks so they could start doing what the citizens had elected them to do.

Mr. Evelyn opened the floor for nominations for the office of Vice Chair. Ms. Pearson nominated Mr. Stiers for Vice Chair of the Board of Supervisors for a term of one year. Mr. Evelyn called for any other nominations. There were no other nominations. Mr. Moyer moved to close nominations for Vice Chair of the Board of Supervisors. The members were polled:

Ron Stiers	Abstain
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye

Ms. Pearson moved to elect Mr. Stiers as Vice Chair. The members were polled:

Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Abstain

The motion carried. Mr. Evelyn congratulated Mr. Stiers on his election as Vice Chair. Mr. Stiers thanked his fellow Board members for having trust in him to be the Vice Chairman. He said he hoped the Chairman did a good job and indicated he looked forward to serving the people of New Kent County and appreciated the support.

IN RE: ANNUAL REORGANIZATION – APPOINTMENT OF CLERK AND DEPUTY CLERK FOR 2024

Mr. Moyer moved to appoint Rodney A. Hathaway as Clerk of the Board and Wanda F. Watkins as Deputy Clerk of the Board, each to serve a term of one year. There being no discussion, the members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: ANNUAL REORGANIZATION – 2024 MEETING SCHEDULE – RESOLUTION R-01-24 R1

Before the Board for consideration was Resolution R-01-24 setting the Board's 2024 Meeting Schedule. The list of proposed dates was reviewed and the following comments and recommendations for change were made:

• Mr. Moyer reported a conflict with the proposed March 26th work session date. After some discussion, Board members moved the proposed date to March 19th.

• Mr. Evelyn reported a conflict with the proposed May 13th regular meeting date and suggested rescheduling for May 6th. Board members concurred.

Ms. Pearson moved to adopt Resolution R-01-24 R1 establishing the 2024 Meeting Schedule with the following changes: The proposed Tuesday, March 26, 2024 meeting was changed to Tuesday, March 19, 2024 and the Monday, May 13, 2024 meeting was changed to Monday, May 6, 2024. The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye

The motion carried.

IN RE: ANNUAL REORGANIZATION – BYLAWS

Before the Board for consideration were its Bylaws with the recommendation being for adoption without change. Mr. Evelyn opened the floor for Board member comments and questions.

Ms. Stewart drew attention to ARTICLE IX, Duties of the County Administrator. She noted item "B" stated "Keep a written record of all business transacted by the Board." She asked County Administrator Rodney Hathaway if he would share how this written record was kept and where it was stored. Mr. Hathaway reported this record was kept in the minutes. Ms. Stewart also noted item "D" stated "Advise and inform the Board on all matters affecting County government." She asked how this was being done. Mr. Hathaway reported he answered questions from Board members and kept them updated on County business. They would also be getting weekly reports from him on Fridays which would include information on County happenings. He would also contact Board members on other matters as they arose. Ms. Stewart thanked him for his responses.

Mr. Stiers moved to adopt the Bylaws as presented. The members were polled:

Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye

The motion carried.

IN RE: CONSENT AGENDA

The Consent Agenda was presented as follows:

- 1. Miscellaneous
 - a. Approval of Agreement with Rogers-Chenault Inc. for Waterline Capacity Increase
 - b. Cox Communications Cable Franchise Agreement Extension
- 2. FY24 Supplemental Appropriations
 - a. Animal Shelter Donations, \$3,130.

- b. Animal Shelter Donations, \$1,609.
- c. Gifts & Donations Fire: William and Elizabeth Blanks (\$100) and Julian and Deborah Ward (\$50), \$150.
- d. VRSA Insurance Sheriff's Dept. Claim #02-23-55465-1-AP, DOL 12/01/2023-12/01/2023 (\$909.75), Public Utilities Claim #02-23-55334-1-AP, DOL 11/11/2023-11/30/2023 (\$917.68) and General Services Claim #02-23-55399-1-AP, DOL 12/01/2023-12/05/2023 (\$2,204.53), \$4,031.96.
- e. Sheriff Extra Duty Private and Extra Duty Schools New Kent Chamber of Commerce - Sheriff 10/14/2023 (\$795.30), Home Building Association of Richmond - Sheriff - 10/16/2023-10/30/2023, (\$10,277.65), and Schools -Sheriff - 11/1/2023 (\$355.25), \$11,428.20.
- f. Fire-Rescue Extra Duty Private New Kent Chamber of Commerce Fire-Rescue 10/14/2023, \$862.40.
- g. Reimburse Funds for Independence Day Celebration Sheriff's Office, \$3,568.19.
- h. Grand Illumination Silent Auction (\$161), Commemorative Cup (\$55), Silent Auction (\$262), Commemorative Cup (\$285), Absolute Exterior Concepts (\$350), Christian & Dombroski Properties (\$300) and Donna D. Gammon (\$40), \$1,453.
- Parks & Recreation Co-Sponsorship Fees New Kent Giants Travel Ball (\$800), New Kent Youth Association Football (\$2,512) and NK Girls Softball League (\$300), \$3,612.
- j. PERP Funds \$4,743.36.
- k. Interest Income November 2023 for 2022 W&S Bond, \$18,590.62.
- I. Social Services Requested Shed, \$10,000.
- m. Vending Machine Sales Sheriff's Office (\$12.46) and Administration (\$40.35), \$52.81.
- n. LE ARPA Grant Funds, \$21,000.

\$81,101.54 - Total (\$22,281.69) - Total In/Out - General Fund (1101) (\$21,000.00) - Total In/Out - Grant Fund (1106) (\$4,743.36) - Total In/Out - Social Services (1201) (\$18,590.62) - Total In/Out - Capital (1302) (\$917.68) - Total In/Out - Water/Sewer (1514) (\$3,568.19) - From Fund Balance - General Fund (1101) (\$10,000.00) - From Fund Balance - Social Services (1201)

- 3. Supplemental Appropriations New Kent County Public Schools
 - a. NKCPS received an award in the amount of \$468,750 for the FY23 COPS School Violence Prevention Program. There is a required match for this grant award which is 25% of the entire project or \$156,250. A budget transfer for the match has also been submitted for approval (please see below).
- 4. FY24 Interdepartmental Budget Transfers
 - a. School Board From Appropriation of funds from prior years to COPS Grant Match, \$156,250.
 - b. School Board From Appropriation of funds from prior years to Secondary CTE Supplies, \$18,132.
 - c. School Board From Appropriation of funds from prior years (\$40,328.16) to Athletic Supplies (\$15,000), to Athletic Facility (\$7,000) and to Capital Outlay Additions (\$18,328.16), \$40,328.16.
- 5. Treasurer's Report Cash as of November 30, 2023, \$107,982,380.51 including escrow funds.

Mr. Evelyn asked if there were any comments or questions regarding the Consent Agenda. Ms. Stewart asked for verification of whether or not the FY24 Supplemental Appropriations were included in the Consent Agenda. Mr. Evelyn indicated they were included. Ms. Stewart asked if they needed to be pulled out if they wished to have discussion and questioned what was the proper procedure. County Attorney Joshua S. Everard said if one member wished to pull an item from the Consent Agenda, they could simply request that and any item pulled from the Consent Agenda could be considered under "Other Business" later in the meeting. Remaining items on the Consent Agenda could be passed with one motion. A motion to adopt a Consent Agenda where an item or items have been pulled should state that the motion is to approve with the exception of what ever had been pulled. Ms. Stewart asked if the public safety money would be addressed in the public hearing under Item 3. Mr. Evelyn and Mr. Everard both confirmed. Mr. Everard stated to be clear, "there was nothing to be pulled out." Ms. Stewart confirmed.

Ms. Stewart moved to approve the Consent Agenda as presented and that it be made a part of the record. The members were polled:

Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye

The motion carried.

IN RE: CITIZENS COMMENT PERIOD

Mr. Evelyn opened the citizens comment period and provided brief instructions. He called Laura Ecimovic of 6000 Spring Run Drive, Quinton to the podium. Ms. Ecimovic, a resident of District Three, thanked the Board for selecting someone so duly qualified but said she was a little disappointed in what had transpired after that selection. Noting transparency had been guestioned, she believed the Board had been more transparent than any other Board in any other appointment. She had seen a few other Board member appointments and never had she seen it put out to the floor for applications. She said the process had been completely done (with transparency) and suggested anything to the contrary was wrong. She noted there had been other issues throughout the County in which Mr. Stiers had prided himself on asking County residents for their opinions but noted she and her neighbors had not received any indication from any Board member regarding any interest in their thoughts. She had spoken to many of her neighbors and residents of District Three who were very pleased with this appointment (Amy M. Pearson). She said the County had a very qualified individual and there was no hurry. She wanted her chance to vote but noted as a person who had previously run for office, rushing it would not allow anyone the proper time to vet or get out in the district for citizens to have an opportunity to meet them. She didn't see the need to hurry the election and said charging the County an extra \$10,000 -\$12,000 (estimated cost of a District Three Special Election) when it could be held in conjunction with the November elections made no sense. She thanked the prior Board for the appointment and the County Attorney for clarifying that Amy M. Pearson would serve until the election. She said "this Board is fully responsible for any actions that are taken against us because you could have put that to bed tonight." She suggested this was just politics and we were all tired of it. "This Board has the opportunity to represent the citizens." She thanked the Board for the opportunity to speak.

Rev. Dr. Milton Hathaway of 9001 Crumps Mill Road, Ouinton and a resident of District Three stated his original intent had been to come to congratulate the Board. He said, "the election is over" and with all due respect, noted he only wanted to hear from District Three residents about the individual that would represent them. He said he was a leader in District Three, "not of black people but of the community," and noted this Boardroom had been packed with District Three residents on December 11th (Board of Supervisors Business Meeting) and "if necessary, we will do it every single meeting to make you understand we have chosen the candidate that we want and that is Amy Pearson." He stated the Code of Virginia said local governments could only do what they were authorized to do and the Code clearly said this Board "may" fill the position. The definition of "may" said they had permission and were authorized but not obligated. The vacancy had occurred under the last Board and the Code said if there was a majority remaining on that Board, that Board had the authority to fill the position. There had clearly been a majority and he was frustrated that the Commonwealths Attorney (Attorney General) did not contact citizens. His oath had been to represent all of the Commonwealth including New Kent but this made him wonder who he was representing. He was concerned General Assembly legislators had not weighed in and asked the residents of District Three who they wanted representing them. They had chosen the candidate they believed was the best candidate to represent District Three and didn't appreciate any other district making that choice for them. He thanked the Board for the opportunity to speak.

Ron Bingham of 6712 Forest Drive, Quinton indicated he wished to pass on his opportunity to speak.

Leslie Trivette of 3821 Willow Lane, Quinton stated she had planned to speak about the need for a roundabout at New Kent Highway and Henpeck Road but would come back to that later if time allowed. She was not a lawyer but she had a decent education and had thoroughly read the opinions of the Attorney General and the Assistant Attorney General. She had also read the law and suggested "if I can see it," she felt anyone else could see it because it had been very clear and easy to understand. She stated the previous Board had the right to make an appointment that ended last year. The new Board had the right to make an appointment beginning this year. She thought the vote taken earlier in this meeting had been the right thing to do under law. She said it was understandable that people were passionate about who they wanted to be their representative. She didn't know Ms. Pearson, had nothing to say about her one way or the other, didn't live in her district and would not be voting in that election. She believed the Board had done the right thing at this meeting and she believed New Kent had followed the law. She also believed unnecessary litigation and possible financial detriment to the County had been avoided. She thanked the Board for doing the right thing and stated she hoped everyone could come together in a spirit of good will for the next election and the people of the district would be able to vote for their representative at that time. She thanked the Board for the opportunity to speak.

Mr. Evelyn thanked all who had spoken.

IN RE: VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) – RESIDENCY ADMINISTRATOR'S REPORT

VDOT Residency Administrator Marshall Winn reviewed a written report on recent work including but not limited to pothole repair, road grading, shoulder repair, erosion repair, pipe inspection/replacement/cleaning/repair, ditching, tree/brush removal/pruning, sign repair/ replacement and debris/trash/litter removal. 85 work requests had been received and 84 completed. There had been nine after hours call outs involving trees down in the roadway, high water and a stop sign down. He reported they had been inundated with rain over the

past month and crews had worked several weekends to address rain and snow issues. He reported water had recently come over the bridge on Route 606 (Old Church Road) at the New Kent/Hanover County line. This road was currently closed and would remain closed until a bridge inspection could be completed. He was hopeful the road would reopen the following day. He entertained questions.

Mr. Evelyn thanked him for his report and noted he knew they had their hands full with the recent rains. Board members provided the following comments and reported the following concerns:

Ms. Stewart had nothing to report at this time.

Mr. Stiers had nothing to report at this time.

Ms. Pearson had received a call from a citizen regarding the curve on Route 249 (New Kent Highway) near Kenthurst Road. She had driven to this location and could understand the concerns. The speed limit was 55 MPH and she noted not everyone was driving the speed limit and there were also elderly residents in the area. She didn't know what needed to be done and suggested a sign may be helpful and said residents in the area had offered to pay for a sign. She asked Mr. Winn if he would look into this and noted the citizen had said he had been calling about this for three years. Mr. Winn indicated he would look into it.

Mr. Moyer expressed appreciation for VDOT's representation at the Transportation Safety Commission meeting held earlier in the day. A topic of discussion had been roundabouts; one at Dispatch Road and Route 249 and another at Henpeck Road and Route 249. These areas had been concerns of the Board of Supervisors for some time and he would like to see a study for each of those intersections. He thanked VDOT for everything they were doing.

Mr. Evelyn reported he had attended a recent meeting with Cox Communications who was running fiber in the County. Cox had said they could not work over Christmas because VDOT had shut the rights-of-way down. He had told them he had seen Virginia Natural Gas working in the easements. Mr. Winn reported there were certain dates that they could not work including Christmas Eve, Christmas Day and a few others listed in the VDOT handbook. Mr. Evelyn stated it was not two weeks at Christmas. Mr. Winn confirmed it was not two weeks and suggested they probably had taken vacation for two weeks. Mr. Evelyn stated that for a communication company, it (communication) had been very frustrating. Mr. Winn noted Cox would have a permit through VDOT's permitting office to be performing their work and it was not that VDOT had told them they could not work. Mr. Evelyn stated he knew that but had wanted to hear it from him publicly. He thanked Mr. Winn for his report.

Mr. Evelyn called for a brief recess at 6:45 p.m. and noted the Board would pick back up with appointments when they reconvened because it would be too early for public hearings. The meeting reconvened at 6:51 p.m.

IN RE: APPOINTMENTS – DELEGATED BY DISTRICT

Mr. Moyer moved to appoint Wayne T. Marks as District Two representative to the Agricultural and Forestal District Advisory Committee to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Moyer moved to appoint Yvadne Robinson as District Two representative to the Clean County Committee to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Moyer moved to appoint Tammy L. Johnson as a District Two representative to the Planning Commission to complete a four-year term ending December 31, 2024.

Mr. Moyer moved to appoint Jacob Dombroski as a District Two representative to the Planning Commission to complete a four-year term ending December 31, 2026.

Mr. Moyer moved to appoint Robert Gray as District Two representative to the Purchase of Development Rights Committee to complete a three-year term ending June 30, 2024.

Mr. Moyer moved to appoint Charles Edwards as District Two representative to the Board of Road Viewers to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Moyer moved to appoint Pete Sweet as a member of the Comprehensive Plan Steering Committee.

Ms. Pearson moved to appoint Rev. Milton Hathaway as a District Three representative to the Planning Commission to complete a four-year term ending December 31, 2024.

Ms. Pearson moved to appoint William Woodson as a District Three representative to the Transportation Safety Commission to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Stiers moved to appoint Russell Beyer as District Four representative to the Board of Zoning Appeals to serve a five year term beginning January 1, 2024 and ending December 31, 2028.

The members were polled:

Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye

The motions carried.

IN RE: APPOINTMENTS – NOT DELEGATED BY DISTRICT

Ms. Pearson moved to appoint W.R. "Ray" Davis, Jr. as a member of the Farms of New Kent Community Development Authority Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Evelyn moved to appoint Wayne Meade as a representative to the Housing Advisory Committee.

Mr. Moyer moved to appoint Elizabeth Remorenko as a representative to the Housing Advisory Committee.

Mr. Moyer moved to appoint Jeremy Knicely as a representative to the Housing Advisory Committee.

Ms. Pearson moved to appoint Andrew Shine as a representative to the Housing Advisory Committee.

Ms. Pearson moved to appoint Bill Dismore as a representative to the Housing Advisory Committee.

Ms. Stewart moved to appoint Chuck Ward as a representative to the Housing Advisory Committee.

Mr. Moyer moved to appoint Kensleigh Parrish as a youth member to the Youth Community Service Committee to serve a one-year term ending December 31, 2024.

Ms. Pearson moved to appoint Mackenzie Gray as a youth member to the Youth Community Service Committee to serve a one-year term ending December 31, 2024.

Ms. Pearson moved to appoint Natalie Robinson as a youth member to the Youth Community Service Committee to serve a one-year term ending December 31, 2024.

Ms. Pearson moved to appoint Kamdyn Jones as a youth member to the Youth Community Service Committee to serve a one-year term ending December 31, 2024.

The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motions carried.

IN RE: APPOINTMENTS – REGIONAL BOARDS AND COMMISSIONS

Ms. Pearson moved to appoint John Moyer as New Kent's Board representative to the Capital Region Policy Board (CLEO) to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Mr. Evelyn moved to appoint Rodney Hathaway as New Kent's alternate representative to the Capital Region Policy Board (CLEO) to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Pearson moved to appoint John Moyer as New Kent's Board representative to the Central Virginia Transportation Authority to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Mr. Moyer moved to appoint Amy Pearson as New Kent's alternate representative to the Central Virginia Transportation Authority to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Pearson moved to appoint Jordan Stewart as New Kent's Board representative to the PlanRVA Regional Planning District Commission to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Moyer moved to appoint Amy Pearson as New Kent's Board alternate representative to the PlanRVA Regional Planning District Commission to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Ms. Pearson moved to appoint John Moyer as New Kent's appointee to the Richmond Regional Transportation Planning Organization Policy Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Ms. Pearson moved to appoint Jordan Stewart as New Kent's alternate appointee to the Richmond Regional Transportation Planning Organization Executive Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Ms. Pearson moved to appoint Jordan Stewart as New Kent's Board representative to the Richmond Regional Tourism Board of Directors to complete a term ending December 31, 2026.

Mr. Evelyn moved to appoint Jordan Stewart as New Kent's representative to the Central Virginia Waste Management Authority Board of Directors to complete a term ending December 31, 2026.

Mr. Evelyn moved to appoint Rodney Hathaway as New Kent's alternate representative to the Central Virginia Waste Management Authority Board of Directors to complete a term ending December 31, 2026.

The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye

The motions carried.

IN RE: APPOINTMENTS - BOARD MEMBERS AND STAFF

Ms. Pearson moved to appoint Ron Stiers as the Board representative to the Agricultural and Forestal District Advisory Committee to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Mr. Moyer moved to appoint Ron Stiers as the Board representative to the Airport Advisory Commission to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Stewart moved to appoint Amy Pearson as the Board representative to the Clean County Committee to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Pearson moved to appoint John Moyer as the Board representative to the Historic Commission to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Pearson moved to appoint Thomas W. Evelyn as the Board representative to the Parks and Recreation Advisory Commission to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Pearson moved to appoint John Moyer as the Board representative to the Planning Commission to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Mr. Moyer moved to appoint Jordan Stewart as the Board representative to the Social Services Advisory Board to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

Ms. Pearson moved to appoint Ron Stiers as the Board representative to the Transportation Safety Commission to serve a one-year term beginning January 1, 2024 and ending December 31, 2024.

The members were polled:

Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye

The motions carried.

IN RE: EMERGENCY MANAGEMENT APPOINTMENTS

Ms. Pearson moved to appoint Thomas W. Evelyn as Director of Emergency Management pursuant to Code of Virginia Section 44-146.19 and as Director of Emergency Services pursuant to County Code Chapter 30-161. The members were polled:

Jordan T. Stewart	Aye
Thomas W. Evelyn	Abstain
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye

The motion carried.

Mr. Evelyn moved to appoint Fire Chief Rick Opett as Coordinator of Emergency Management pursuant to Code of Virginia Section 44-146.19 and as Coordinator of Emergency Services pursuant to County Code Chapter 30-162. The members were polled:

Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye

The motion carried.

IN RE: PUBLIC HEARING – APPLICATION CUP-02-23, POLISH TOWN SOLAR 1, NEW LEAF ENERGY, INC. AND JONATHAN KINNEY – RESOLUTION R-02-24 – CONDITIONAL USE PERMIT TO CONSTRUCT A 2 MW SOLAR SYSTEM (FACILITY) ON APPROXIMATELY 23 ACRES LOCATED WITHIN TAX PARCEL 27-6J (GPIN #128-3826-5374) IN EASTERN NEW KENT COUNTY

This item had been deferred until February 12, 2024 at the request of the applicant.

IN RE: PUBLIC HEARING – ORDINANCE 0-01-24 – PROPOSED AMENDMENTS TO THE NEW KENT COUNTY CODE, SECTION 66-330 IN REGARD TO THE BUSINESS PROFESSIONAL OCCUPATIONAL LICENSE STANDARDS BY POPULATION

Before the Board for consideration was Ordinance O-01-24 to amend Chapter 66, Sections 330(b)(1) and 330(b)(2) of the New Kent County Code regarding the Business Professional Occupational License (BPOL) regulations. County Administrator Rodney Hathaway reported the Board had adopted Ordinance O-17-23 at their December 2023 meeting which had involved significant amendments to the BPOL tax in order to be in compliance with state regulations for localities exceeding a population of 25,000. One amendment made in O-17-23 had involved the gross receipts threshold for applying fees and taxes. Previously, if gross receipts were less than \$10,000, a \$30 license fee was applied and a tax was applied to gross receipts above \$10,000 with the tax being based on the type of business. Among amendments approved in O-17-23 had been the removal of the \$30 license fee for gross receipts less than \$10,000 and the addition of a \$50 license fee for gross receipts between \$10,001 to \$50,000. The applicable BPOL tax would now be applied to businesses with gross receipts above \$50,000. A \$30 license fee for contractors and retail sales had erroneously been left in O-17-23 and the ordinance before the Board would address this oversight. He noted Section 66-330(a), which was not shown in the ordinance before the Board, had been adopted in December and outlined the license fee for gross receipts between \$10,000 and \$50,000. Section 66-330(b) before the Board in Ordinance O-01-24 covered the tax on gross receipts above \$50,000. The proposed changes removing the \$30 minimum license fee had not been included in the ordinance adopted in December. If approved, that license fee would be zero. He entertained questions.

Mr. Evelyn opened the public hearing. There being no individuals wishing to speak, the public hearing was closed.

Ms. Pearson moved to adopt Ordinance O-01-24 to amend Sections 66-330(b)(1) and 66-330(b)(2) of the New Kent County Code for compliance with the Virginia Code BPOL standards for localities that exceed a population of 25,000 residents. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: PUBLIC HEARING – RESOLUTION R-03-24, FY 2023-2024 BUDGET AMENDMENT – PUBLIC SAFETY APPROPRIATIONS Before the Board for consideration was Resolution R-03-24 amending the fiscal year 2023-2024 operating budget by appropriating \$1,300,117.65 for additional public safety positions and salary adjustments. County Administrator Rodney Hathaway reported the proposed budget amendment totaled \$1,300,117.65. \$700,117.65 would go toward the hiring, training and equipping of eighteen new Fire and Rescue positions to staff Fire Station #6 in Bottoms Bridge and \$600,000 would go toward additional staffing and salary adjustments in the Sheriff's Office. In accordance with Code of Virginia Section 15.2-2507, a public hearing was required for a budget amendment greater than 1% of the total adopted budget. He noted a revised Resolution R-03-24 (R1) had been distributed prior to the meeting to be considered as an alternative to the original proposed funding source. The original proposed funding source had been Colonial Downs revenue and the alternative funding source would be General Fund Balance. He reported remaining funding at the end of each fiscal year had been used to fund the County's Capital Improvements Program in years past. These remaining funds were from additional revenues, unspent budget items and other savings throughout the year. The annual transfer was usually several million dollars and had been as much as four to five million. He stated he felt comfortable that the end of the year fund balance would cover today's proposed funding. He entertained questions.

Mr. Evelyn opened the public hearing. There being no individuals wishing to speak, the public hearing was closed. He opened the floor for questions or comments from Board members. Ms. Stewart noted Mr. Hathaway had said he was comfortable that the end-of-year balance would cover the proposed appropriations this year. She questioned how this funding would be addressed in subsequent years. Mr. Hathaway noted staff was currently in the budget planning process and if this was adopted, there would be a commitment to identify funding in future budgets. He noted the proposal before the Board in R-03-24 would only fund half a year so the commitment would be for \$2.6 million for next year. It was too early in the budget process for him to be able to name a proposed funding source but adoption of this resolution would be making a commitment to future funding.

Ms. Pearson moved to adopt Resolution R-03-23 R1 to appropriate funds from FY2024 General Fund Balance in the following amounts: \$700,117.65 to fund the hiring, training and equipping of eighteen new Fire and Rescue positions and \$600,000 for additional staffing and salary adjustments in the Sheriff's Office. The Total FY2024 appropriation would equal \$1,300,117.54. The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye

The motion carried.

IN RE: PUBLIC HEARING – RESOLUTION R-04-24, PROPOSED EQUALIZED REAL PROPERTY TAX LEVY FOR FISCAL YEAR 2025 BUDGET

Before the Board for consideration was Resolution R-04-24 to impose the equalized tax levy on real property for the 2024-2025 tax year in the County of New Kent, Virginia. County Administrator Rodney Hathaway said he had an amendment to the public hearing. He reported that instead of Ordinance O-02-24, Boad members had been provided with copies of Resolution R-04-24 prior to this meeting. He noted the language and action of adopting an equalized rate were the same but the request would be to adopt Resolution R-04-24 instead of Ordinance O-02-24. The Commissioner of the Revenue's office had conducted reassessments throughout the County in 2023 and the County was required by State Code to equalize the rate and to show the equalized rate on the reassessment notices mailed to residents. The results of the 2023 reassessment indicated a total assessed value of real property increase of approximately 24%. The County's current tax rate on real estate was \$0.67 per \$100 of valuation and the equalized rate would be \$0.57 per \$100 of valuation. A motion had been prepared asking the Board to adopt Resolution R-04-24 and by doing so, the equalized rate of \$0.57 per \$100 of valuation. Mr. Hathaway stated he wanted to limit confusion and noted staff had just started the budget process for FY2025 and just because the action taken today would accept the equalized rate, it did not necessarily mean that would be the rate adopted with the budget. It was too early in the process to say if they could hold this equalized rate or if there would need to be some change. He was sharing this information now to help the public understand in the event a different rate was proposed when the budget was presented in a few months. He entertained questions.

Mr. Evelyn stated New Kent was a fast growing county and people wanted to be here and it was a good sign that property values were going up. He opened the public hearing. There being no individuals wishing to speak, the public hearing was closed. He asked if there were any questions or comments.

Ms. Pearson reiterated that the equalized rate means the new value of your home from the reassessment at \$0.57 would equal the old value at \$0.67. She also mentioned New Kent did offer real estate tax relief up to \$1,600 for the elderly and disabled.

Ms. Pearson moved to adopt Resolution R-04-24 to approve the equalized real property tax rate of \$0.57 per \$100 of valuation effective for the tax year beginning January 1, 2024. The members were polled:

Aye
Aye
Aye
Aye
Aye

The motion carried.

IN RE: ELECTED OFFICIALS REPORTS

Mr. Moyer expressed appreciation to all attending the meeting and said he expected to see them in the same seats next month. He said he didn't know if next month's meeting would be as exciting as this one and whether they would be watching on YouTube or coming in person but it meant a lot to Board members to have their support.

Ms. Pearson also expressed appreciation to those attending. She announced Second Liberty Baptist Church would be hosting a Martin Luther King, Jr. celebration on Monday, January 15, 2024 featuring Rev. Dr. Milton Hathaway as the guest speaker. She wished everyone a nice holiday and urged them to be safe.

Mr. Stiers had nothing to report at this time.

Ms. Stewart also expressed appreciation to everyone in attendance and indicated she was excited to be here. She said it was not lost on her what a great privilege it was to represent the citizens of District Five. "As someone like Mr. Evelyn that grew up here, it's just a great honor to represent those in the community that made me. I see my childhood friend's

parents, my own parents and I promise you that I will always be honest, full of integrity, transparency and accountability and the moment you think I'm not, call me on it." She thanked the citizens for giving her the opportunity.

Mr. Evelyn had nothing to report at this time.

IN RE: STAFF REPORTS – REPUBLICAN PRESIDENTIAL PRIMARY

County Administrator Rodney Hathaway announced a Republican Presidential Primary would be coming up with early voting beginning on January 19, 2024 at the Health and Human Services Building.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Evelyn announced the next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, February 12, 2024 and the next work session on Tuesday, January 30, 2024 in the Boardroom of the County Administration Building.

Ms. Stewart moved to adjourn. The members were polled:

Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye

The motion carried.

The meeting adjourned at 7:29 p.m.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Miscellaneous

Meeting Date: 3/11/2024

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute the proposed agreement for the design and installation of five new gateway signs totaling \$75,000.
Subject	Approval of Agreement with Talley Sign Company for the Design and Installation of Gateway Signage
Issue	Proposed agreement with Talley Sign Company to design and install five new gateway signs in the County.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	The funding for this project was approved in the County's FY23 Capital Improvement Plan budget.
Policy Implications	The County complied with all local and state public purchasing requirements for the procurement of this service.
Legislative History	NA
Discussion	Please see the attached agreement.

Time Needed:	NA	Person Appearing:	NA
•	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

ATTACHMENTS:

DescriptionTypeProposed Agreement with Talley Sign Company
(PDF)Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	3/1/2024 - 7:50 AM
Administration	Hathaway, Rodney	Approved	3/1/2024 - 7:50 AM
Attorney	Everard, Joshua	Approved	3/4/2024 - 8:21 AM

AGREEMENT

<u>Gateway Signage Design and</u> <u>Installation Services</u>

THIS AGREEMENT (the "Agreement") is made on this _____ day of _____, 2024, by and between TALLEY SIGN COMPANY ("Contractor"), and THE COUNTY OF NEW KENT, VIRGINIA ("County"),

Recitals:

WHEREAS, pursuant to the Virginia Public Procurement Act, the County solicited proposals for gateway signage design and installation services; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as the lowest responsive and responsible bidder; and

WHEREAS, County has selected Contractor to supply gateway signage design and installation services.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this contract.

1. **Incorporation by Reference.** The County's Request for Proposal ("RFP"), including all related appendices and addenda; and the Contractor's proposal response in its entirety are made a part hereof as if the same were fully set forth herein. If any discrepancies arise between the terms of the any documents constituting this Agreement, such documents will be interpreted in the following order of precedence:

- A. This Agreement; then
- B. The RFP; then
- C. Addendum #1 to the RFP; and then
- D. The Talley Sign Company Proposal.

2. **Time of Performance.** The initial term of this contract is twelve months, beginning April 1st, 2024 and continuing through March 31, 2024. The County may terminate this contract for convenience at any time upon 30 days prior written notice. This contract is subject to the availability of funds and appropriations by the Board of Supervisors.

3. **Costs.** Contractor agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Agreement at the following prices:

- A. Total price to fabricate and install each gateway sign as shown on the proposal submittal totals \$15,000.00.
- B. Total price to fabricate and install all five gateway signs as shown on the proposal submittal totals \$75,000.00.

4. **Notices.** Any notices required must be in writing, unless otherwise permitted hereunder, and will be deemed received five days after mailing of same in the U.S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

(a) To County:	With Copy to:
County Administrator	County Attorney
New Kent County	New Kent County
Post Office Box 150	Post Office Box 150
12007 Courthouse Circle	12007 Courthouse Circle
New Kent, Virginia 23124-4450	New Kent, Virginia 23124-4450

(b) To Contractor: Talley Sign Companyc/o: Michael D. Salmon, President1908 Chamberlayne AvenueRichmond, VA 23222

Insurance. During the term of this Contract, Contractor agrees to procure and maintain insurance that meets all requirements of the RFP.

6. **Compliance with Applicable Laws.** The Contractor must, at all times during the term of this Agreement, including any extensions thereof, substantially comply with all applicable and material federal, state, and local laws and regulations.

7. **Governing Law, Forum.** This Agreement is governed in all respects by the laws of the Commonwealth of Virginia. Any lawsuit taken to enforce this agreement of declare the rights of the Parties must be heard by the Circuit Court for the New Kent County.

8. **Miscellaneous.** All pronouns used herein refer to every gender. Headings or titles in this Contract are only for convenience and have no meaning or effect upon the interpretation of the provisions of this Contract.

9. Entire Agreement, No Oral Modifications. This Agreement embodies the entire understanding and agreement of the Parties with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Contractor, the Board, and the County with respect to the subject matter hereof, including, without limitations, any and all written or oral statement or representations by any official, employee, agent,

attorney, consultant, or independent contractor of the Contractor, Board, or the County.

10. **Severability.** If any term, condition, or provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder hereof will be valid in all other respects and continue to be effective.

11. **Time of Essence.** In determining whether a party has substantially complied with this Agreement, the parties agree that time is of the essence.

12. **Assignment of this Agreement.** No party to the Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto. Consent may be given or withheld in the sole and absolute discretion of the party from whom consent is sought. The obligations of one party under this Agreement survives any assignment unless the other parties otherwise specifically and expressly agree in writing.

13. **Rights and Remedies are Cumulative.** The rights and remedies reserved to both parties herein are cumulative and are in addition to all other rights and remedies which either party may have with respect to the subject matter of this Agreement, whether reserved herein or authorized by applicable law.

14. **Reservation of Rights.** This contract is non-exclusive and the County reserves the sole right to determine whether or not it is appropriate to utilize another Vendor, especially during emergency situations.

15. **Amendment.** This Agreement may not be changed, modified, or amended, in whole or in part, unless an appropriate written instrument is executed by all of the Parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

Signatures on Following Page

New Kent County

By: _____ Rodney Hathaway County Administrator

Approved as to Form.

Joshua Everard County Attorney

CONTRACTOR: Talley Sign Company

By: _____

Title:

Attachments

Attachment A –	RFP#23-2100AO, Gateway Signage Design and Installation Services
Attachment B –	RFP#23-2100AO, Addendum #1
Attachment C –	Talley Sign Company Proposal

Attachment A

RFP#23-2100AO, Gateway Signage Design and Installation Services

Request for Proposal

RFP# 23-2100AO

For

Gateway Signage Design and Installation Services



New Kent County 12007 Courthouse Circle P.O. Box 150 New Kent County, Virginia 23124 804-966-9683 rahathaway@newkent-va.us

> Issued: Monday, May 22, 2023

Due: Thursday, June 15, 2023 at 2:00 p.m. EST

REQUEST FOR PROPOSALS (RFP) RFP# 21-2100AO

Title:	Gateway Signage Design and Installation Services
RFP#:	23-2100AO
Issue Date:	Monday, May 22, 2023
Due Date:	Thursday, June 15, 2023
Issuing Department:	New Kent County Administration 12007 Courthouse Circle P.O. Box 150 New Kent, VA 23124
Period of Contract:	To Be Negotiated

Your firm is invited to submit a proposal for the planning, design, and installation of gateway signage at five (5) locations within New Kent County. The submittal, consisting of the original proposal, three (3) additional written copies, and one electronic version, all marked "New Kent County Gateway Signage Design and Installation Services RFP," will be received no later than <u>2:00 p.m., Thursday, June 15,</u> <u>2023</u>, by:

IN PERSON OR SPECIAL COURIER		U.S. POSTAL SERVICE
New Kent County Administration Office 12007 Courthouse Circle New Kent, VA 23124	OR	New Kent County Administration Office P O Box 150 New Kent, VA 23124

Time is of the essence and any proposal received after <u>2:00 p.m., June 15, 2023</u>, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Administration Office. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for ensuring that their proposal is stamped by the Administration office personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. New Kent County reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the County Administrator.

Technical questions concerning this Request for Proposal should be submitted in writing to Rodney A. Hathaway, County Administrator at <u>rahathaway@newkent-va.us</u> no later than Wednesday, June 7, 202320, 2021.

REQUEST FOR PROPOSAL GATEWAY SIGNAGE DESIGN AND INSTALLATION SERVICES NEW KENT COUNTY, VIRGINIA

I. PURPOSE

The County of New Kent is soliciting sealed proposals from qualified firms to design, and construction of gateway signage at 5 entrance locations in the County (see Attachment F) on State roadways. The County seeks a qualified firm to design the signs, fabricate, and provide all related landscape and hardscape surrounding each of the signs.

The goals of this project are:

- To create a consistent gateway and signage system across a range of signage mediums.
- To provide a "brand" and to reinforce the identity of the County as a destination.
- To design, fabricate, and install the new gateway signage at 5 main entry points consisting of Route 155 (Providence Forge), Route 60 (Bottoms Bridge), Route 60 (Lanexa), Route 33 (Eltham), Route30 (Barhamsville).
- To provide a scope of services that consist of a breakdown of costs by design and installation per unit and/or service performed.

Qualified firms interested in providing services should prepare information in compliance with the specifications described in this RFP.

II. ANTICIPATED TIMELINE

May 22, 2023	Advertise RFP
June 7, 2023	Questions Regarding RFP due in writing
June 15, 2023	Receive proposal submissions; evaluate and rank proposals
June 15 – 30, 2023	Conduct oral interviews and negotiate contract
July 13, 2023	Present Draft Contract to Board of Supervisors for
	Consideration
July 14, 2023	Issuance of Notice to Proceed

III. SCOPE OF SERVICES

The following is an outline of specific items that are required as part of this project. Each proposer is requested to provide a detailed work description of the Scope of Services to demonstrate their level of understanding of the project and methodology for project completion. The proposals must include all items that the proposer deems are necessary to complete the project regardless as to whether it is listed in the RFP, including but not limited to the items found in the Submittal Requirements section of this document.

1. Design Guidelines

It is anticipated that designs should emphasize natural stone or brick and metal with accompanying landscaping. Locations should provide for a consistency in brand that signifies that the traveler has reached the County boundary by providing a unique and welcoming feature. The goal is to standardize the entrance signage with a consistent look that enhances each site. Proposed designs should be proportionate to the site and not obstruct traffic sight-lines. Landscaping, if proposed, should require minimum maintenance. Gateway signage will need to be visible from both sides of the four-lane highway and signify entering/exiting the County. The intent of the signs is to acknowledge travelers and let them know they have arrived and/or exited the County. See attachment F for a map of the County with the potential locations highlighted.

2. Warranties

Please address the type of warranty and maintenance services your firm can offer.

- a. Notwithstanding any manufactures' warranties, the proposer must state the warranty that will be provided on the signs and all work and services necessary to construct and install the gateway signs, which warranty shall begin on the date the installation of the first sign are completed and accepted by the County.
- b. Proposers should provide pricing and detail for any additional warranties that may be available.
- 4. Contract Term

Proposals for design should be considered to constitute legally binding offers which may be executed in the form of a contract for procurement of services. The County reserves the right to purchase the design services in whole or in part.

IV. SUBMITTAL REQUIREMENTS

1. Sealed Proposals

With the words "**New Kent County Gateway Signage Design and Installation Services RFP**" clearly written on the outside of the envelope shall be submitted no later than 2:00 p.m. EST on Thursday, June 15, 2023 to:

New Kent County Administration Office PO Box 150 / 12007 Courthouse Circle New Kent, VA 23124

2. Letter of Transmittal

Limit three (3) pages. The Letter of Transmittal should exhibit the Respondent's understanding and approach to the project. It should contain a summary of Respondent's ability to perform the services described and confirm that the Respondent is willing to perform those services and

enter into a contract with the County of New Kent. Also, give the name(s) of the person(s) who will be authorized to represent you, including their title, telephone number, and email address.

3. Property Development and/or Management Experience

General Firm Information, experience of project team, documented previous projects. Illustrate and describe proposed technical solution and compliance with the RFP and turn-key implementation of the signage project.

4. Proposed Price of Services

The cost of the project by unit and/or service performed. The County reserves the right to choose in whole or in part project deliverables.

5. Proposed Deliverables

Proposals shall include a detailed description of the Offeror's intended meetings, sketches, and refined drawings included in the cost.

6. Proposed Timeline

Proposals shall include a detailed description of project milestones with specific dates of completion.

V. EVALUATION CRITERIA

Proposals shall be evaluated by the County using the following criteria:

- 1. Understanding of project as demonstrated in the proposal including conciseness, thoroughness and identification of issues and approaches/solutions.
- 2. Ability to provide design services in a phased approach to allow for the selections to be made in whole or parts of the whole.
- 3. Strength of team qualifications/experience.
- 4. Extent of experience on similar projects including developing Gateway Signage Plans and completion of comparable projects.
- 5. Design/implementation schedule and availability to immediately begin project.
- 6. References.
- 7. Quality of sample work.

Following evaluation of the written proposals as submitted, selection shall be made of two or more offerors deemed to be fully qualified and best suited among the submitting proposals, on

the basis of the evaluation criteria in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but will not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, or to multiple Offerors should the County decide this to be in its best interest. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Attachment A

GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the New Kent County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

- 1. The County reserves the right to reject any or all proposals and to waive any informalities.
- 2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Administration office the Contract documents and any other forms or bonds required by the RFP.
- 3. The Contract resulting from this RFP is not assignable.
- 4. Notice of award or intent to award shall be posted on the County's website.

C. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in New Kent County, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance

shall be litigated only in the New Kent County General District Court or the Circuit Court of New Kent County, Virginia.

F. **Default**

- 1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
- 1. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract. In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

H. **Drug-Free Workplace to be Maintained by the Contractor** (Va. Code § 2.2-4312)

- 1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

I. Employment Discrimination by Contractor Prohibited

- 1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Employment of Unauthorized Aliens Prohibited

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

K. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless New Kent County, the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

L. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and New Kent and New Kent's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment B)

M. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

N. Offeror's Performance

- 1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
- 2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- 3. The Successful Offeror shall cooperate with New Kent officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

O. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so.

To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

- 2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
- 3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

P. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets;

memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

Q. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

R. Small, Women-Owned and Minority-Owned (SWAM) Businesses

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals.

All solicitations are posted on the County's Internet site:

http://va-newkentcounty.civicplus.com/bids.aspx

S. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

T. Taxes

- 1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between New Kent and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of New Kent, and New Kent shall be held harmless for same by the Successful Offeror.
- 2. New Kent is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

U. Termination of Contract

- 1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- 2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
- 3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
- 4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

I. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The County emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

W. Safety

- 1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
- 2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
- 3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

X. Authorization to Transact Business in the Commonwealth

- 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
- 2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
- 3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the County Administrator.
- 4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
- 5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

Y. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

- 1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
- 3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.

- 4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
- 5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

ATTACHMENT B

INSURANCE SPECIFICATIONS

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the New Kent County named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits Employers' Liability Insurance - \$1 \$

\$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

Business Automobile Liability - including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

- <u>NOTE 1:</u> The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor's responsibilities outlined in the contract documents.
- <u>NOTE 2:</u> The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded New Kent County. This policy shall be endorsed to be primary with respect to the additional insured.
- <u>NOTE 3</u>: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

ATTACHMENT C

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE	REASON(S) FOR W	ITHHOLDING FROM
	NUMBER(S)	DISCLOSURE	

ATTACHMENT E

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

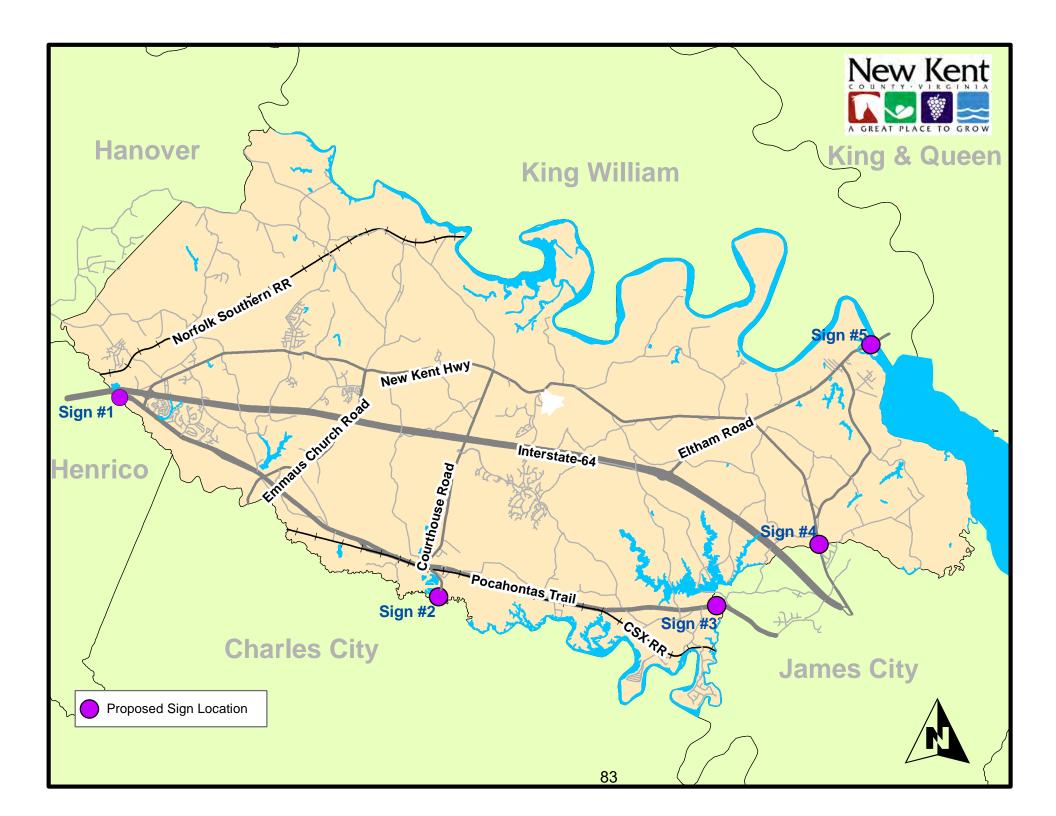
The Bidder or Offeror:

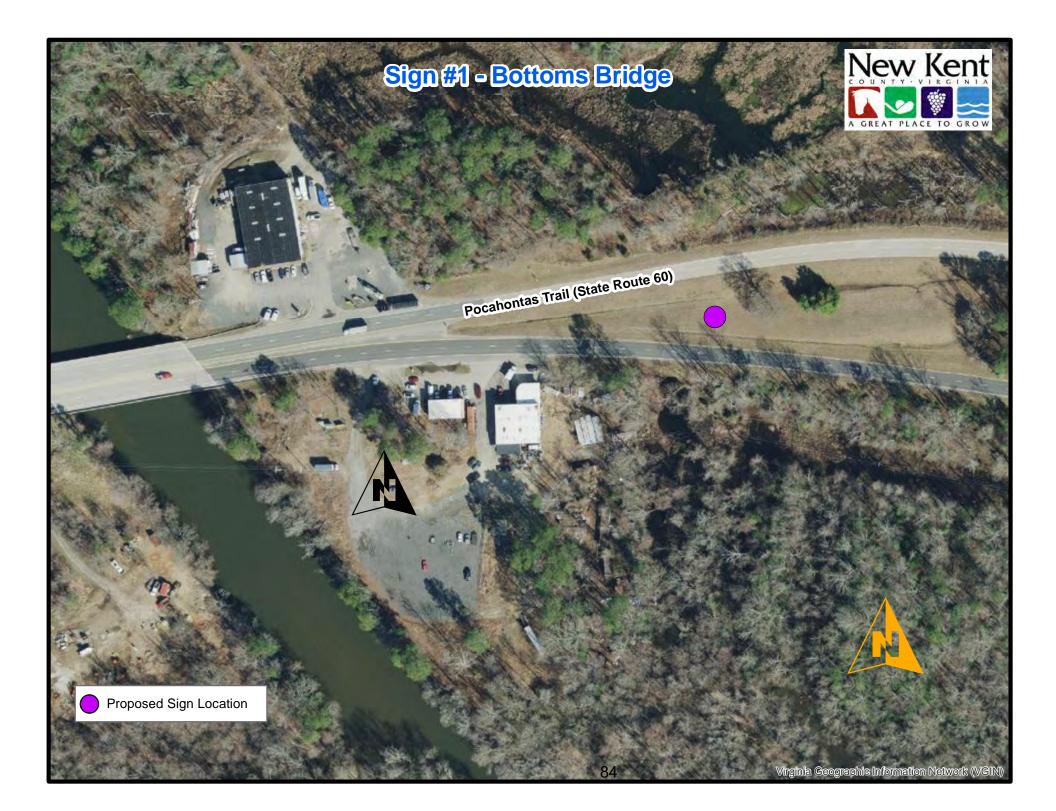
- is a corporation or other business entity with the following SCC identification number:
 _______-OR-
- □ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- □ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- □ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

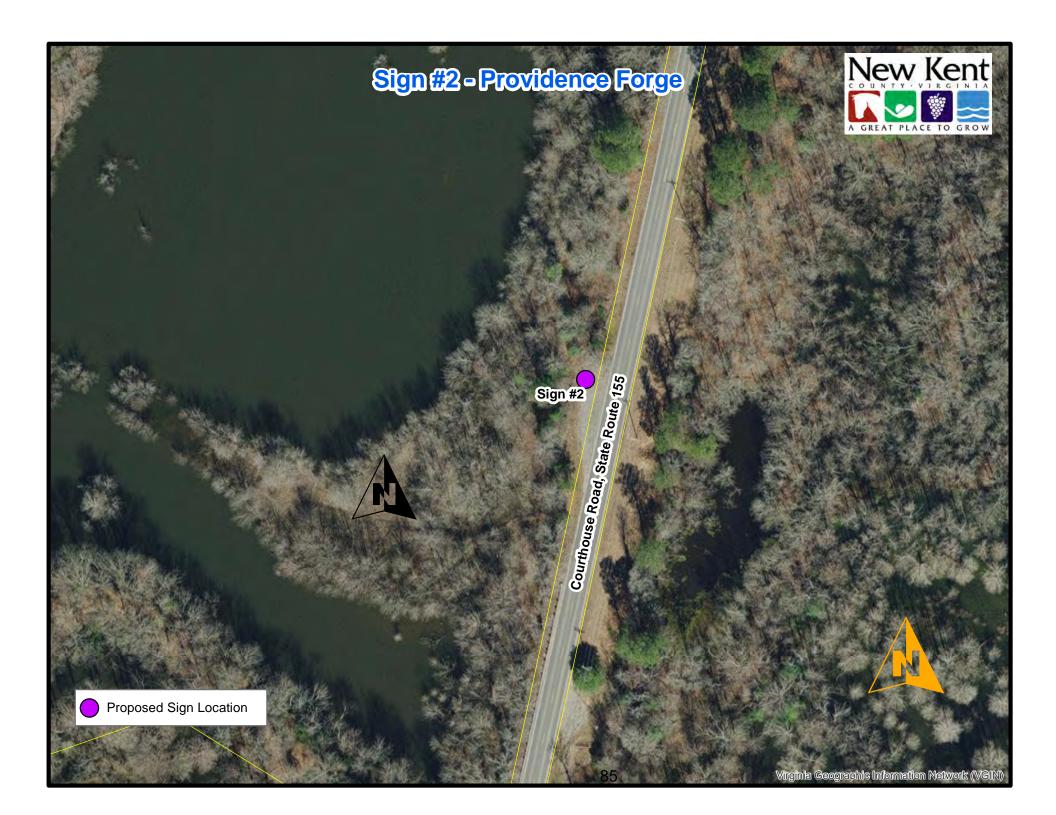
Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: \Box

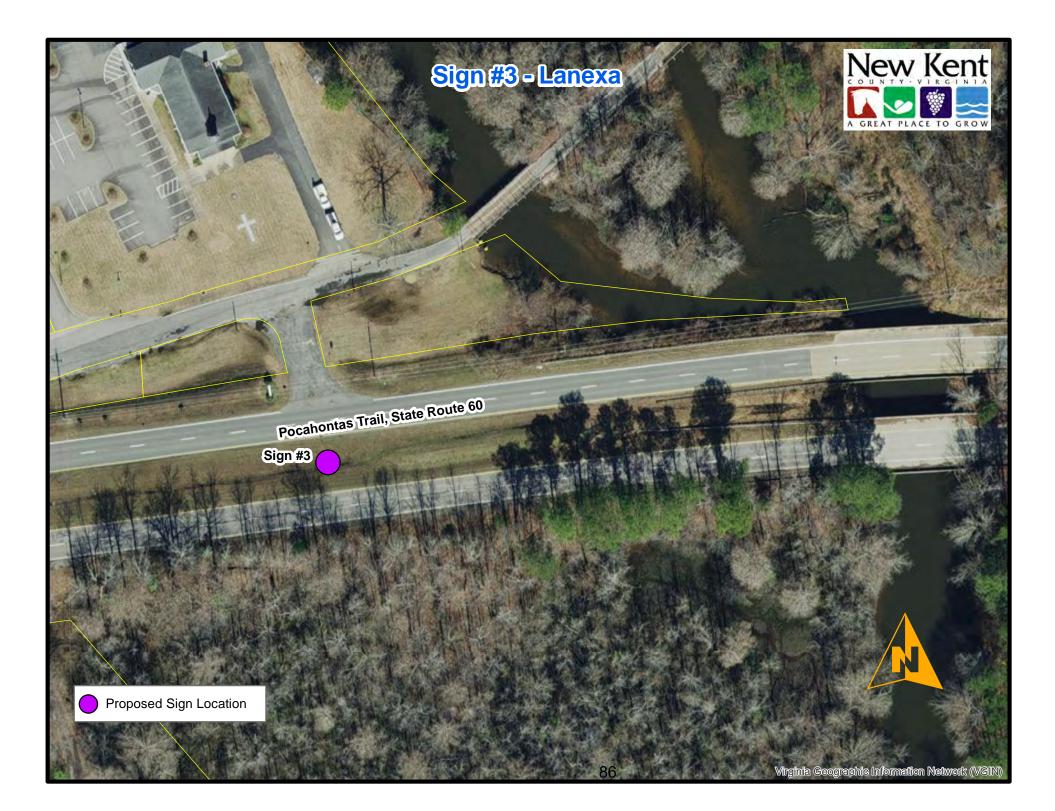
ATTACHMENT F

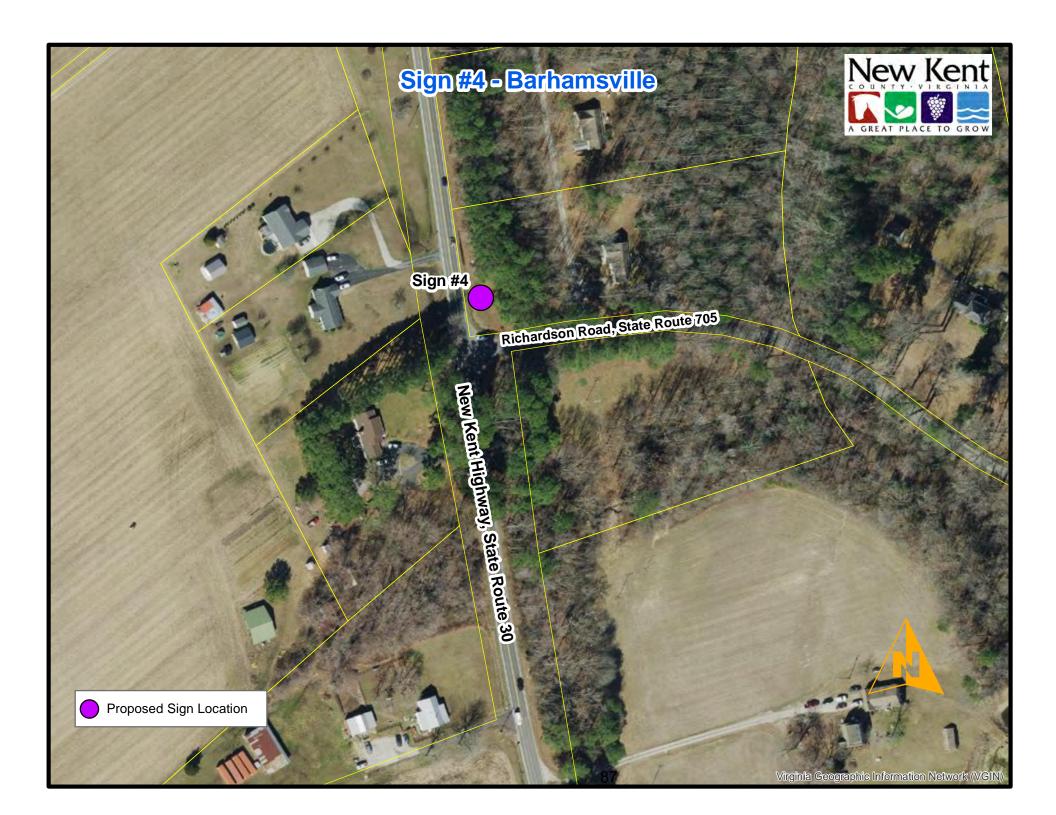
MAP OF GATEWAY SIGNAGE LOCATIONS













Attachment B

RFP#23-2100AO, Addendum #1



Request For Qualifications RFP# 23-2100AO Gateway Signage Design and Installation Services New Kent County, Virginia

ADDENDUM NO. 1 TO ALL BIDDERS:

Commodity:Design & Installation ServicesDated:June 20, 2023Proposal Due:June 29, 2023, 2:00 pm EST (Amended Date)

The following questions have been provided by one or more RFQ Proposers:

1. Proposal Submittal Deadline:

The deadline for the submittal of proposals in response to RFP# 21-2100AO has been extended to Thursday, June 29, 2023 at 2:00 p.m., EST. This extension is due to network system issues at the County offices, resulting in staff's inability to respond to questions.

2. Question: Has New Kent County established a project budget for design, fabrication and implementation, and if so, can you share that information? Is said budget tied to your fiscal year?

Response: \$75,000 has been approved in the County's Capital Budget for the current fiscal year. Additional funding may be appropriated if necessary.

3. Question: Do you have a proposed time-frame for design; what is the anticipated project duration?

Response: The County currently does not have an anticipated time-frame, but desires to complete the project as soon as possible.

4. Question: Do you anticipate a phased installation, or all five locations installed generally simultaneously?

Response: The County would be okay with a phased installation.

5. Question: Will the proposed signs incorporate existing New Kent County logos, colors and fonts [presently used by the County's Economic Development Authority (EDA) in various existing locations and media], or will the imagery be new and original?

Response: The County anticipates using the existing and current logo, color, and font.

6. Question: The proposed conditions and contexts vary in all five locations. Are you expecting an identical design at all five sites, perhaps with possible scale change, or will the designs differ significantly from site to site?

Response: Identical signs in all five sites, with possible scale changes due to site conditions.

7. Question: May we safely assume varying sign types can include: monument signs, pole signs, arched signs spanning roadways, or other? Do you anticipate water features or similar special construction? Please comment.

Response: Yes, sign types may include monument, pole signs, or other. Arched signs spanning roadways are not anticipated. No water features or similar special construction is anticipated.

8. Question: Are public hearings required (New Kent County Board of Supervisors, Planning Commission, Transportation Safety Commission, Board of Appeals, VDOT, etc.) for design acceptance/approvals? For anticipated budget approval?

Response: No public hearings will be required.

9. Question: Will you require informal public engagement, constituent, or stakeholder review and buy-in? Are neighborhood meetings or focus groups anticipated?

Response: No

10. Question: Does New Kent County possess/enforce a signage ordinance or County design guideline applicable to this project?

Response: No

11. Question: Is fabrication in the Scope of Work? Fabrication is not included in the services mentioned in the first line of the cover page of the RFP ("Your firm is invited to submit a proposal for the planning, design, and installation of gateway signage...") but then it's mentioned three times in section I - Purpose that follows. The last goal listed in section I - Purposes asks for a breakdown of costs by design and installation per unit but doesn't mention manufacturing unit costs. Fabrication is also not included in III. Scope of Services. Please confirm that the goal of this RFP is to secure a qualified bidder to deliver a turn key solution that includes design development, planning, fabrication, site development and installation.

Response: Fabrication should be included in the scope of work, and your cost breakdown should include fabrication cost.

12. Question: Have all arrangements with Land Owners, if other than the County, been made to install signs where shown in the graphics attached to the RFP? Is any work by the winning bidder required to secure permissions, licenses, permits or similar from VDOT or any other public agencies or from any private land owners?

Response: The County will coordinate all VDOT permitting and any easements needed by private landowners. The County is currently working to secure easements on 2 of the 5 sites. Three sites are completely within the VDOT easement, so only a VDOT land use permit will be needed. As soon as the County receives the design details from the selected contractor, the County will apply for VDOT permits.

A signed acknowledgment of this addendum must be received at the location indicated on the RFQ either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Sincerely,

Rodney A. Hathaway, County Administrator New Kent County, Virginia (804) 966-9683 rahathaway@newkent-va.us

Acknowledgement:

Contract Officer:

Name of Firm

Signature/Title

Date

Printed Name

Attachment C

Talley Sign Company Proposal



Letter of Transmittal

Talley Sign Company acknowledges and understands the full scope of work specified in the terms and conditions for the RFP#23-2100AO: Gateway Design and Installation Services project. Talley Signs has reviewed all the specifications and requirements laid out in the Scope of Services and has provided pricing for the signage called out.

Talley Sign Company is dedicated to providing the highest quality products and services. Talley Sign Company strives to meet our customers' needs and goes above and beyond to satisfy any special requests and deadlines. A Project Manager will be assigned to oversee this project to update the client and answer any specific questions that may arise during the duration of the project.

If awarded the bid Talley Signs will fabricate and install up to a total of five (5) gateway signs, new from the ground up. Surveys of the site locations and designs can be generated within 48 hours of the project being awarded and a signed contract is submitted. Preliminary designs have been submitted with this application for your review.

Production lead-time for this type of signage is approximately 4-6 weeks from the time the designs are approved. Installation listed in this scope of work depending on the total number signs rewarded will take approximately 2-4 weeks from start to finish. The sign locations will be surveyed, and Miss Utilities will be called to mark for utilities before breaking ground on the footers. Once the footers are dug and break away anchor bolts have been installed, we will call in for county inspections as needed before pouring concrete. The final step will be to install the new gateway sign and pole covers. All signs will meet VDOT requirements and will comply with federal, state, and local regulations.

Talley Sign Company looks forward to working with you if selected to manufacture and install this signage.

Talley Sign Company Contacts:

Mike Salmon / (804)-363-2845 / mike@talleysign.com

Ian Mayes / (804)-543-2169 / ian@talleysign.com

Eric Salmon / (804)-363-8512 / eric@talleysign.com



Property Development and/or Management Experience

From maintaining original storefront signs to creating modern LED-lit signage, Talley Sign Company is a premier design and manufacturing team with more than 75 years of sign experience.

Our company was originated in 1933 by C.O. Talley as a sign and billboard business servicing local merchants and real-estate firms in the Richmond area. Since that time, Talley Sign Company has grown into both a regional and national sign company. Talley Sign Company has 2 physical locations, 1908 Chamberlayne Ave, Richmond, VA and 1044 Ruritan Blvd, Chesapeake, VA. Both locations manufacture and install.

We have built our reputation on our steadfast mission of providing customers with the consistent quality signage, expedient service and competitive prices. We work directly with individual business owners and building specifications to ensure the integrity of your brand is maintained.

What's more, our highly experienced and dependable staff provides customers with exceptional service from completing site surveys, documenting specific location proposals and submitting permits to manufacturing and installation.

Products offered but not limited to: Exterior Building Signs, Interior Building Signs, Billboard Advertising, Electronic Message Centers, Pole Mounted & Panel Signs, Parking & Wayfinding Signage, and Security & Parking Lights.

Our Staff

The President, Mike Salmon has an extensive background in commercial and residential construction as a past general contractor in the Richmond, VA region. He has owned and operated Talley Sign Company since 2007.

1908 Chamberlayne Avenue P.O. BOX 27386, Richmond, VA. 23261 PHONE 804-649-0325 – FAX 804- 643-1721 www.talleysign.com The Production Manager, Mark Kennedy, has been in the sign industry for over 30 years. Mark has built a large and extensive amount of signage throughout his career.

The Customer Service Manager, Lori Nunally, has been with Talley Sign Company for over 10 years. Ms. Nunally ensures all customer questions and concerns are timely addressed.

Lastly, the Lead Project Managers, Matt Gallien, Eric Salmon, and Ian Mayes have over 20 years of combined experience in the sign industry. Matt Gallien is a VMI graduate and has a background in large scale printing and project management in construction. Eric Salmon is a graduate of Virginia Commonwealth University with a background in business administration. Ian Mayes is a graduate of Bridgewater College with a background is business administration and economics.

Previous Projects

Talley Sign Company has had the pleasure of working with many counties in the past on different sign project, however some of the most recent have been with Henrico County.

We manufactured and installed Henrico County's Welcome Signage Program, which consisted of five (5) large gold leaf monument signs in concrete footers throughout the county's major entry routes.

Talley Sign was also the manufacturer and installer for Henrico County's Wayfinding, Identification and Parking Signage throughout their government buildings throughout the last couple of years. This included the fabrication of numerous aluminum monument signs and post/panel sign that were install in concrete footers.

1908 Chamberlayne Avenue P.O. BOX 27386, Richmond, VA. 23261 PHONE 804-649-0325 – FAX 804- 643-1721 www.talleysign.com



Proposed Price of Services

-Total price to fabricate and install one (1) gateway sign as shown on the rendering provided. \$15,000.00

-Total price to fabricate and install five (5) gateways signs as shown on the rendering provided. \$75,000.00



Proposed Timeline

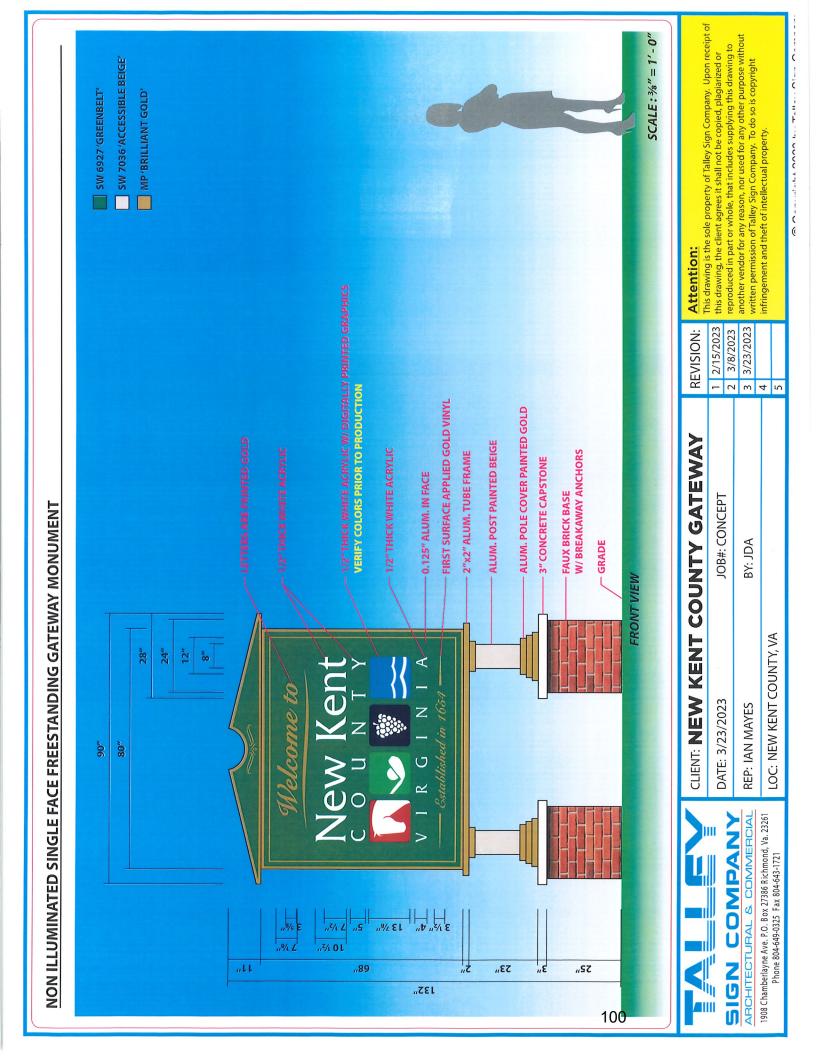
If awarded the bid Talley Signs will fabricate and install up to a total of five (5) gateway signs, new from the ground up. Surveys of the site locations and designs can be generated within 48 hours of the project being awarded and a signed contract is submitted. Preliminary designs have been submitted with this application for your review.

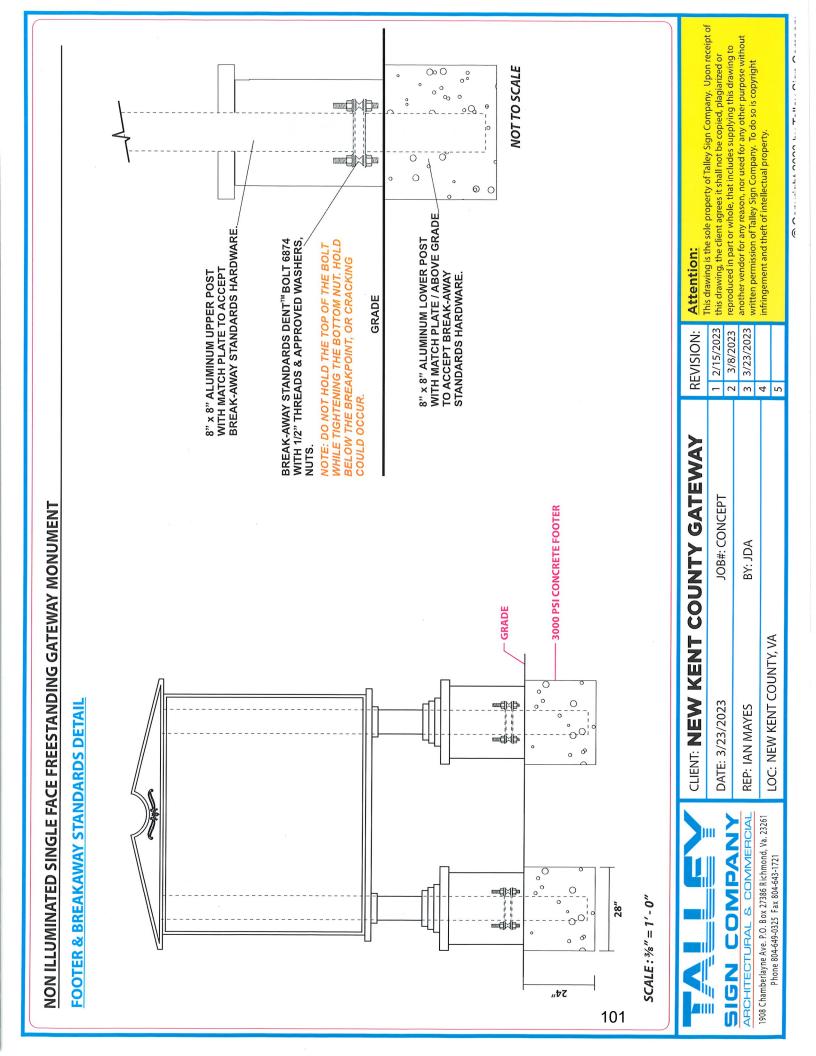
Production lead-time for this type of signage is approximately 4-6 weeks from the time the designs are approved. Installation listed in this scope of work depending on the total number of signs awarded will take approximately 2-4 weeks from start to finish. The sign locations will be surveyed, and Miss Utilities will be called to mark for utilities before breaking ground on the footers. Once the footers are dug and break away anchor bolts have been installed, we will call in for county inspections as needed before pouring concrete. The final step will be to install the new gateway sign and pole covers. All signs will meet VDOT requirements and will comply with federal, state, and local regulations.

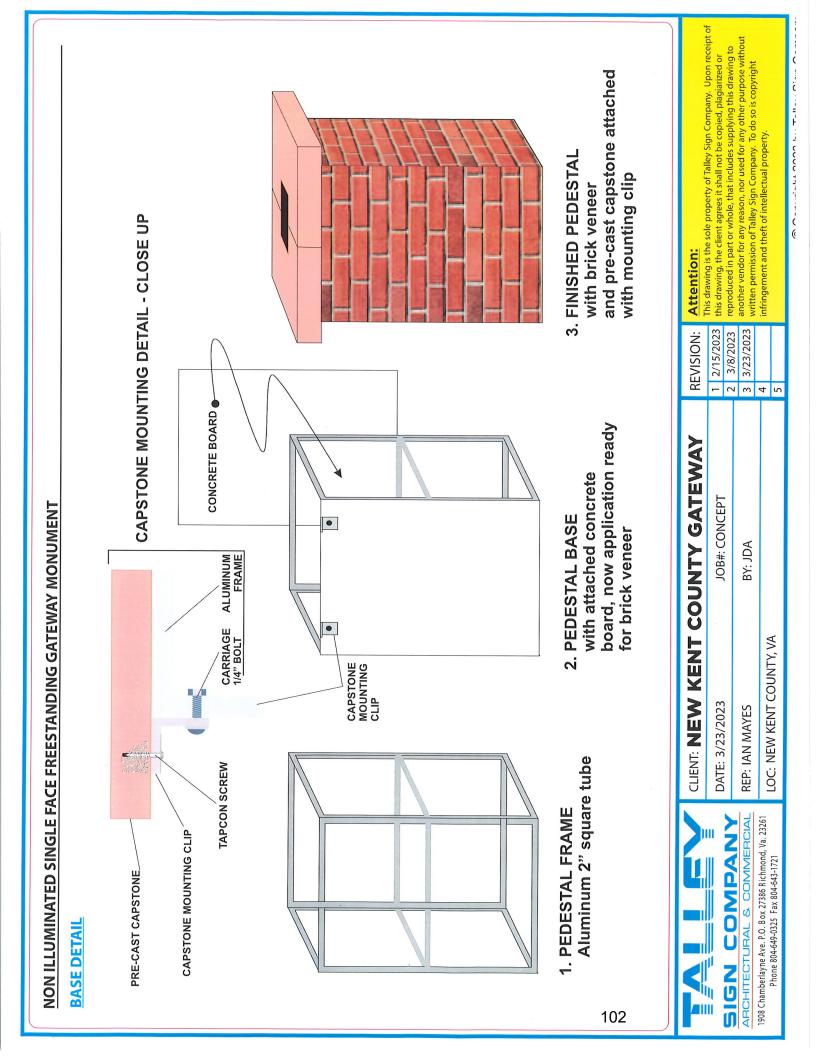


Warranty

Talley Sign will provide a five (5) year manufacturing and installation warranty for the Aluminum New Kent County Gateway Signage. Talley Sign Company guarantees signs for the life of the warranty from the date of delivery against failure to operate due to defects in materials or workmanship. Defective parts will be replaced without charge for both materials and labor. Parts included under this warranty include aluminum panel, printed logo on acrylic backers, aluminum frame structure, first surface vinyl, paint, and pole covers with faux brick. The customer agrees to pay for all maintenance or service calls requested, which are not covered by the warranty.







ATTACHMENT C

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):			
Talley Sign Company			
ADDRESS: 1908 Chamberlayne Ave, Richmond, VA 23222			
SIGNATURE: Muchally Ageluan wonderf			
SIGNATURE: Michael D. Salmon, Parson SIGNING (print): Michael D. Salmon, Parson dent			
TITLE: President			
TELEPHONE: 804 - 649 - 0325			
FAX: 804-643.1721			
E-MAIL ADDRESS: Mike O talleysign. com			
DATE: 6/15/23			

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: TALLEY SIGN COMPANY

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
NONE	NONE	NONE
TALLEY SIGN CO	MPANY J.	NONE S "NOT" INVOKING 4 CODE \$ 2.2-4342.F
the PROTECTION	S OF V.	4 CODE \$ 2.2-4342.F

ATTACHMENT E

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The Bidder or Offeror:

- is a corporation or other business entity with the following SCC identification number: <u>6365683 - 2</u>-OR-
- □ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- □ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-
- □ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: \Box

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Misce	llaneous

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)				
Subject	Approval of Easemei Waterline Project	Approval of Easements & Compensation for the Rt. 249 Waterline Project		
Issue	Easements are necess	Easements are necessary to complete the waterline project		
Recommendation	Authorize the Count	Authorize the County Administrator to sign the easements		
Fiscal Implication	Easements are inclu the project	Easements are included in the approved FY24 CIP request for the project		
Policy Implication		Easements that cannot be obtained through negotiation may need to be acquired through condemnation.		
Legislative Histor	y to reimburse Rogers waterline for the Cou	In January 2024, the BOS approved a compensation agreement to reimburse Rogers & Chenault for oversizing a portion of the waterline for the County's future needs. In February 2024, the BOS approved 13 easements for the project.		
Discussion	greatest degree post and other obstructio close to the property	The waterline alignment is within the VDOT right-of-way to the greatest degree possible, however topography, power poles and other obstructions require that the line deviate onto or close to the property lines. Temporary easements are needed for construction, and permanent easements for the life of the water line.		
Time Needed: none		Person Appearing:	Mike Lang	
Request prepared by:	Mike Lang	Telephone:	966 9625	
Copy provided to:	County Attorney			

ATTACHMENTS:

Description 2024.02.20_Easement Status & figure Belcher_20-78J Brubeck_20C-1-20 Devers_19-31E Green_20C-1-17 Messenger_20C-1-10 Starr_20C-1-15

Туре

Cover Memo Cover Memo Cover Memo Cover Memo Cover Memo Cover Memo Stegmaier_20-78K Wright_20C-1-19 Cover Memo Cover Memo

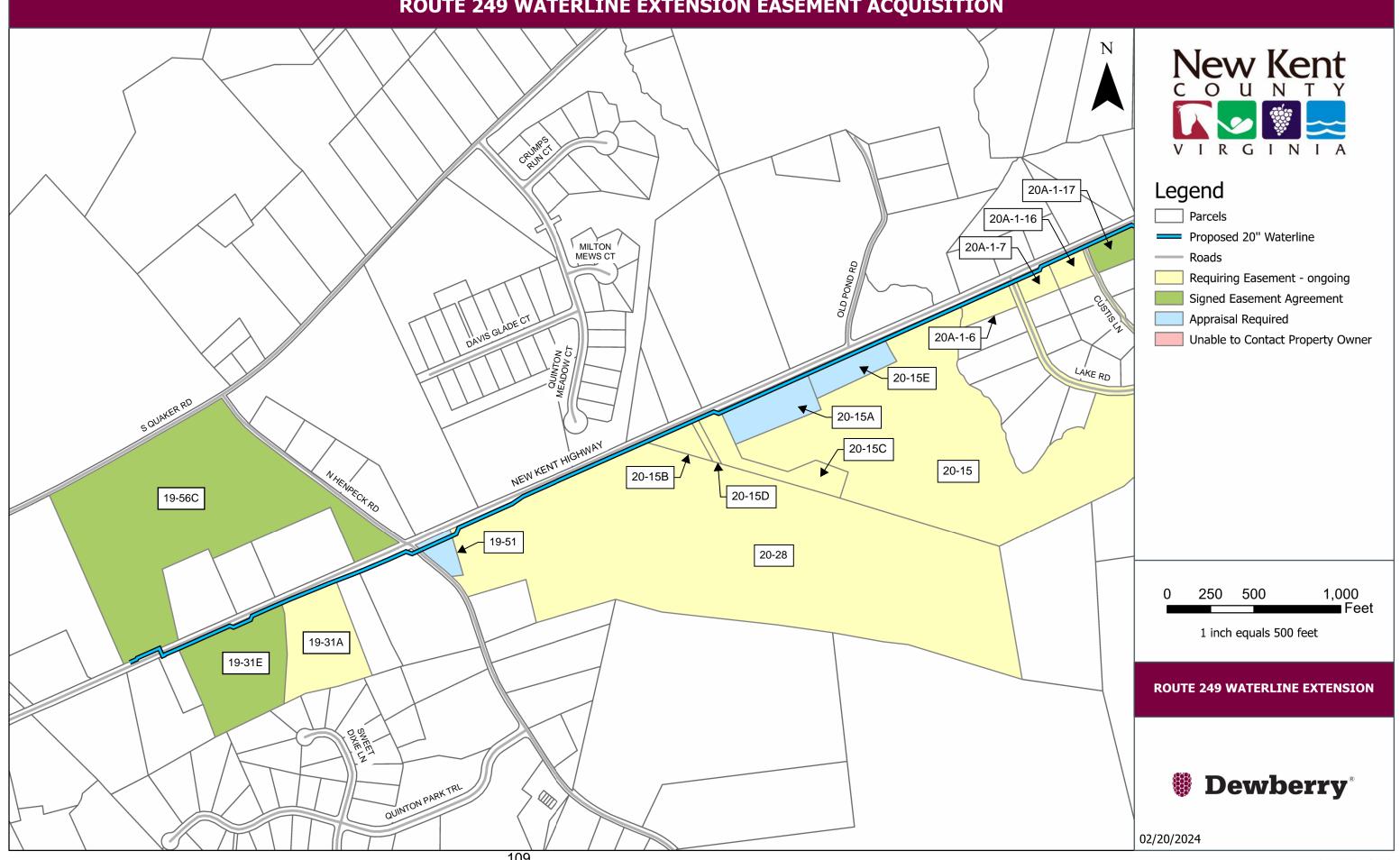
REVIEWERS:			
Department	Reviewer	Action	Date
Public Utilities	Lang, Mike	Approved	2/28/2024 - 12:00 PM
Administration Attorney	Hathaway, Rodney Everard, Joshua	Approved Approved	2/29/2024 - 3:06 PM 2/29/2024 - 3:44 PM
Accorney	Everara, sosnaa	//ppioved	2/23/2021 3.11111

ROUTE 249 WATERLINE EXTENSION STATUS OF EASEMENT ACQUISITION

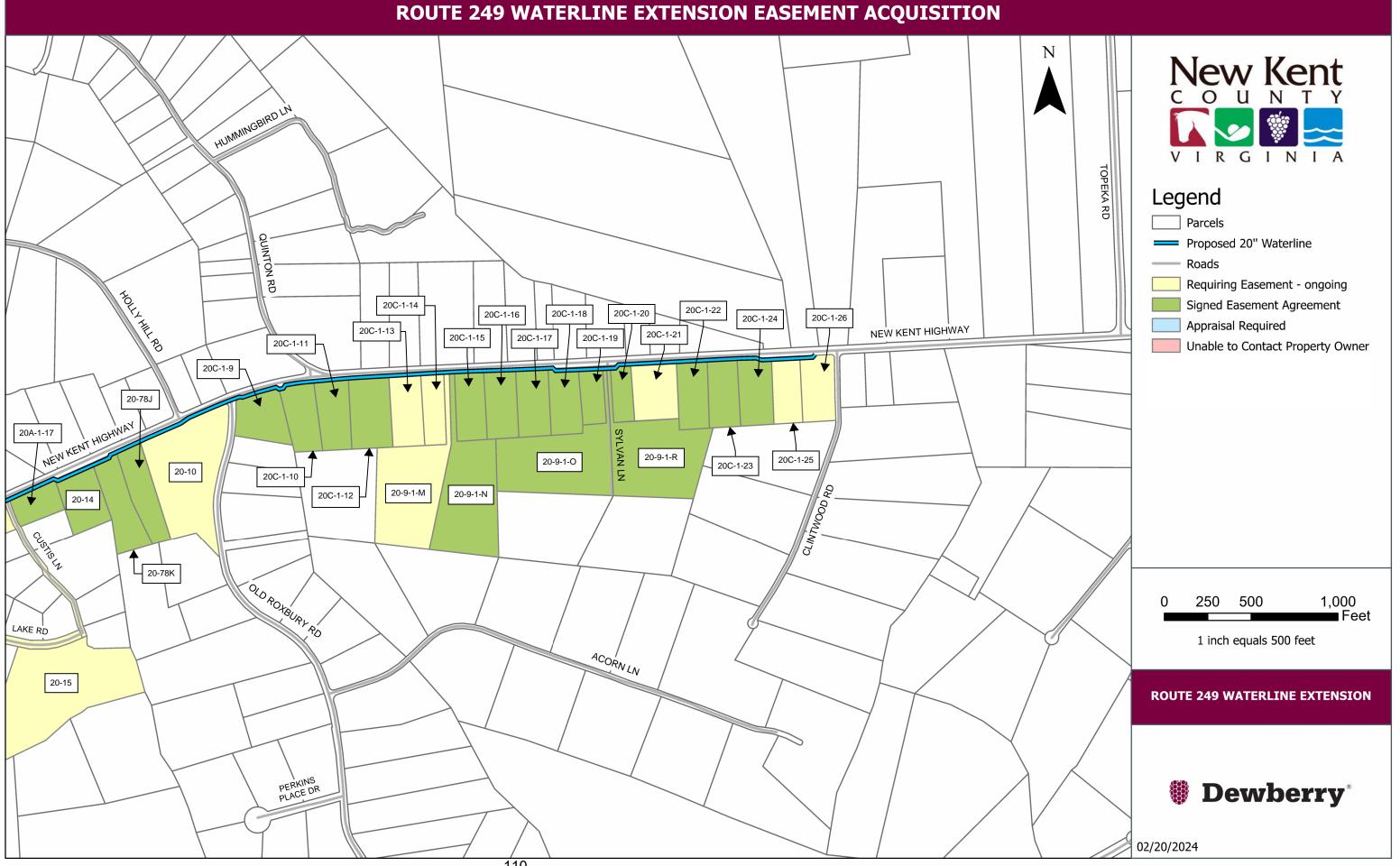
Tax Parcel ID #	GPIN	Owner	
19 31A	K06-3015-4395	James C Francisco, Trust	
19 31E	K06-2280-4109	Nancy L Devers and Kevin D Devers	
19 51	K06-3455-4842	Mark S Daniel	
19 56C	L06-2286-0175	Journey Christian Fellowship	
20 10	L08-0543-1610	Trustees for the Providence United Methodist Church	
20 10	L07-3836-1453	Daniel T Lawson and Nikki Rose L Lawson	
20 14	L07-3112-0080	Patrick M Gibrall	
20 15A	L07-1580-0509	Gibrall Chester Properties, LLC	
20 15A	L07-1055-0330	Janet D Brockwell and James N Brockwell	
20 15D	L07-1595-0137	James N Brockwell and Debbie M Bonevich Brockwell	
20 15D	L07-1055-0330	Janet D Brockwell and James N Brockwell	
20 15E	L07-2048-0751	Gibrall Chester Properties, LLC	
20 28	K07-1304-4837	Janet D Brockwell and James N Brockwell	
20 78J	L08-0384-1330	Melvin H Belcher	
20 78K	L08-0145-1386	Martha Ann Thomas Stegmaier	
20 9 1 M	L08-1744-1443	Paul W Reese	
20 9 1 N	L08-2053-1433	Michael Correia and Deborah Correia	
20-9-1-0	L08-2568-1629	Jesse Marcinkevich and Stephanie Marcinkevich	
20-9-1-R	L08-3154-1668	Kendall Scott Countiss and Megan E Countiss	
20A 1 16	L07-3315-1316	Patrick M Gibrall	
20A 1 17	L07-3568-1425	Stephen W Gray and Marlene F Gray	
20A 1 6	L07-2834-1112	Patrick M Gibrall	
20A 1 7	L07-3119-1234	Patrick M Gibrall	
20C 1 9	L08-0913-1877	Thomas C Fisher and Dalia S Fisher	
20C 1 10	L08-1128-1869	Robert A Messenger and Margaret B Messenger	
20C 1 11	L08-1313-1886	John W Mitchell Jr. and Kathleen A Mitchell	
20C 1 12	L08-1502-1898	Joseph C Henley and Bonnie M Henley	
20C 1 13	L08-1740-1912	Paul W Reese	
20C 1 14	L08-1910-1921	Paul W Reese	
20C 1 15	L08-2111-1932	Victoria Louise Starr	
20C 1 16	L08-2285-1942	Kelly F Trainum and Winston A Trainum, III	
20C 1 17	L08-2471-1952	Timothy E Green	
20C 1 18	L08-2657-1962	Paul D Wright, Jr and Ellen S Wright	
20C 1 19	L08-2821-1996	Paul D Wright, Jr and Ellen S Wright	
20C 1 20	L08-2973-2006	Mark A Brubeck and Athena Brubeck	
20C 1 21	L08-3174-2018	Tracy Testerman ETAL	
20C 1 22	L08-3394-1997	Glenda Mae Bassetti	
20C 1 23	L08-3573-2007	Roger L Shiflett and Katherine W Shiflett	
20C 1 24	L08-3755-2016	ACR Holdings, LLC	
20C 1 25	L08-3937-2026	James E Murray and Tok Y Murray	
20C 1 26	L09-0056-1978	Robert A Moore and Sherry D Moore	
Custis Lane	Not Assigned	Patrick M Gibrall	
Lake Road	Not Assigned	Patrick M Gibrall	
Legend:	_		
Requiring Easement - or	<u> </u>		
Signed Easement Agree	ement		
Appraisal Required			
Unable to Contact Prope	erty Owner		



ROUTE 249 WATERLINE EXTENSION EASEMENT ACQUISITION



SHEET 1 OF 2



110

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Melvin Henry Belcher A/K/A Melvin H. Belcher Mailing Address: 8050 Vineyards Pkwy., New Kent, VA 23124 Tax Map Parcel(s): 20-78J

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-78J (the "Easement") dated November 17, 2022 between all persons or entities that have an interest in the listed Tax Parcel, Melvin Henry Belcher A/K/A Melvin H. Belcher ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$1200.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

1

For the Owner:

Date:	12-12	12-12-23			Signature: Mah	
Name:	MELVIN	H	Belcher	Title:	Baner	

Signature: Mahn HBelcher

For the County:

Date:

Signature:

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: <u>20-78J</u> GPIN <u>L08-0384-1330</u>

Exempt From Taxation Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this <u>day</u> of November 2023, by and between Melvin Henry Belcher A/KA Melvin H. Belcher, a married man (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. 20-78J in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October**, 5, 2023 and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Melvin Henry Belcher A/K/A

Melvin H. Belcher

Mehrin HBelcher

CITY/COUNTY OF New Ken Virginia. STATE/ COMMONWEALTH OF

DAVID WARREN DEAL Notary Public Commonwealth of Virginia Registration No. 7663861 My Commission Expires Sep 30, 2027

The foregoing instrument was acknowledged before me November 17, 20_23 by David Worker Deal My commission expires: 9/30/27 Notary registration number: 746386 (

Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date:

(SEAL)

Dont

Name:

Title:

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

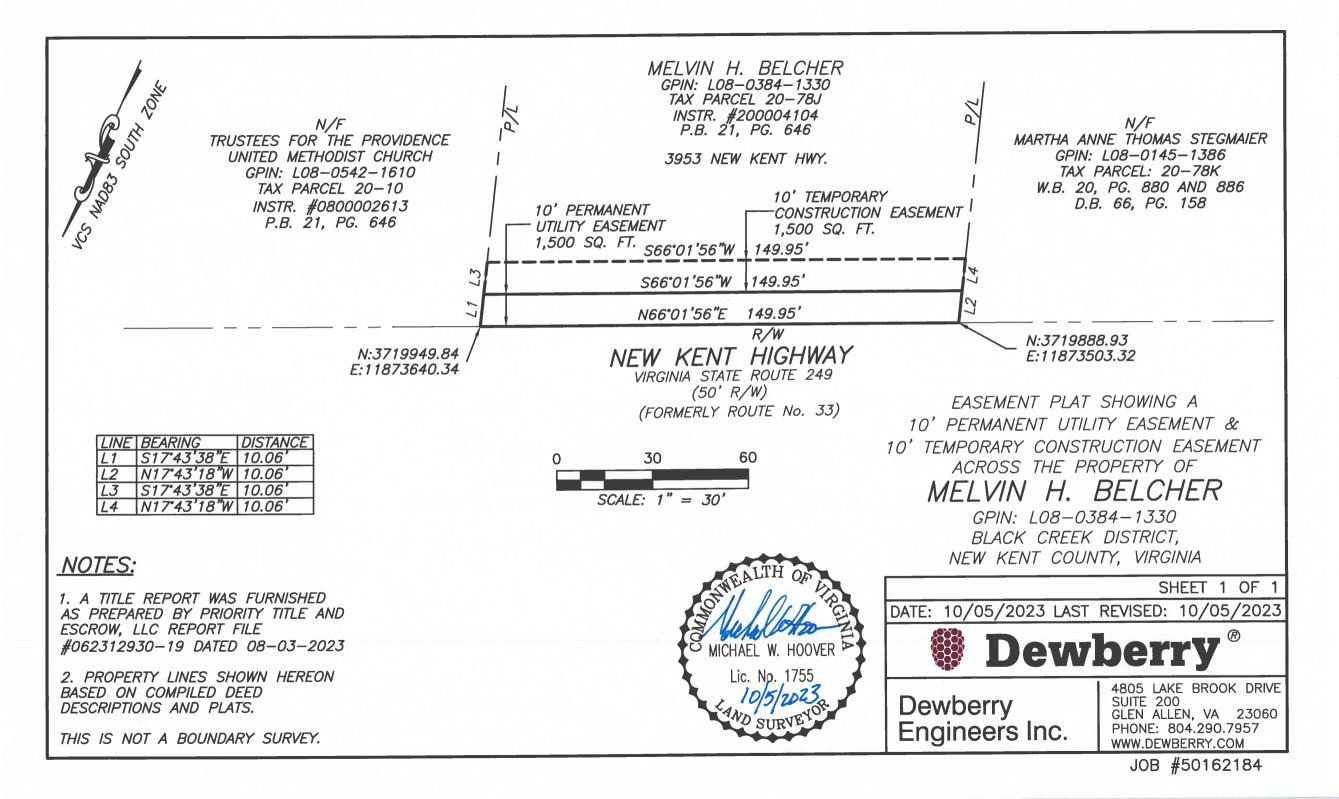
Notary registration number:

Approved as to Form:

Notary Public

Exhibit A

Plat dated October 5, 2023, is on the following page.



Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

	Revenue Service	Go to www.irs.gov/FormW9 for instructions and the latest	information.	send to the mo.		
	 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Harris Martin Bruebeck Business name/disregarded entity name, if different from above 					
ype. tions on page 3.	following seven bo	proprietor or C Corporation S Corporation Partnership	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
Print or type. Specific Instructions	Note: Check th LLC if the LLC i another LLC tha is disregarded f	Exemption from FATCA reporting code (if any)				
See Spe		street, and apt. or suite no.) See instructions.	equester's name ar	nd address (optional)		
Par	t I Taxpaye	er Identification Number (TIN)	5 <u>.</u>			
backu reside entitie <i>TIN</i> , la Note:	p withholding. For in ent alien, sole proprie is, it is your employe ater. If the account is in r	opriate box. The TIN provided must match the name given on line 1 to avoid ndividuals, this is generally your social security number (SSN). However, for a etor, or disregarded entity, see the instructions for Part I, later. For other er identification number (EIN). If you do not have a number, see <i>How to get a</i> more than one name, see the instructions for line 1. Also see <i>What Name and</i> ester for guidelines on whose number to enter.	a 224 or	$\frac{-49773}{-9773}$		

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	And And Br	Date ►	02/09/2024
e				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Mark Anthony Brubeck A/K/A Mark A. Brubeck and Athena Lee Mcintosh-Brubeck A/K/A Athena Brubeck Mailing Address: 4347 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 20C-1-20

This document refers to the <u>Permanent Easement and Temporary Construction Easement</u> for Tax Map No. 20C-1-20 (the "Easement") dated <u>Febuacco</u>, <u>9</u> 2024 between all persons or entities that have an interest in the listed Tax Parcel, Mark Anthony Brubeck A/K/A Mark A. Brubeck and Athena Lee Mcintosh-Brubeck A/K/A Athena Brubeck ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is **\$2300.00**.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:	\frown
Date: 02/09/2024	Signature: And Mulo
Name: Athenahell Inton-Brubech	Title: Co Owner
For the County:	
Date:	Signature:
Name: <u>Rodney A. Hathaway</u>	Title: County Administrator

1

Approved as to Form:

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-20 GPIN L08-2973-2006

Exempt From Taxation Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this $\int day$ of February 2024, by and between Mark Anthony Brubeck A/K/A Mark A. Brubeck and Athena Lee Mcintosh-Brubeck A/K/A Athena Brubeck, Husband and Wife (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-20** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **January 8**, **2024** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the

Permanent Easement will be unaffected by the termination of the Temporary Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the

Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

GRANTOR

Mark Anthony Brubeck A/K/A

Mark A. Brubeck

Athena Lee Mcintosh-Brubeck A/K/A

Athena Brubeck

Att Le MElyton Buller

CITY/COUNTY OF New Gent STATE/ COMMONWEALTH OF Virgin ion

The foregoing instrument was acknowledged before me <u>Fabricary</u> 2024. Aura 1TCm by DAVID WARREN DEAL Notary Public Commonwealth of Virginia Registration No. 7663861 My commission expires: $\frac{9/30}{1}$ My Commission Expires Sep 30, 2027 Notary registration number: <u>7663</u> Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____

(SEAL)

Name: _____

Title:

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me ______, 20____, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

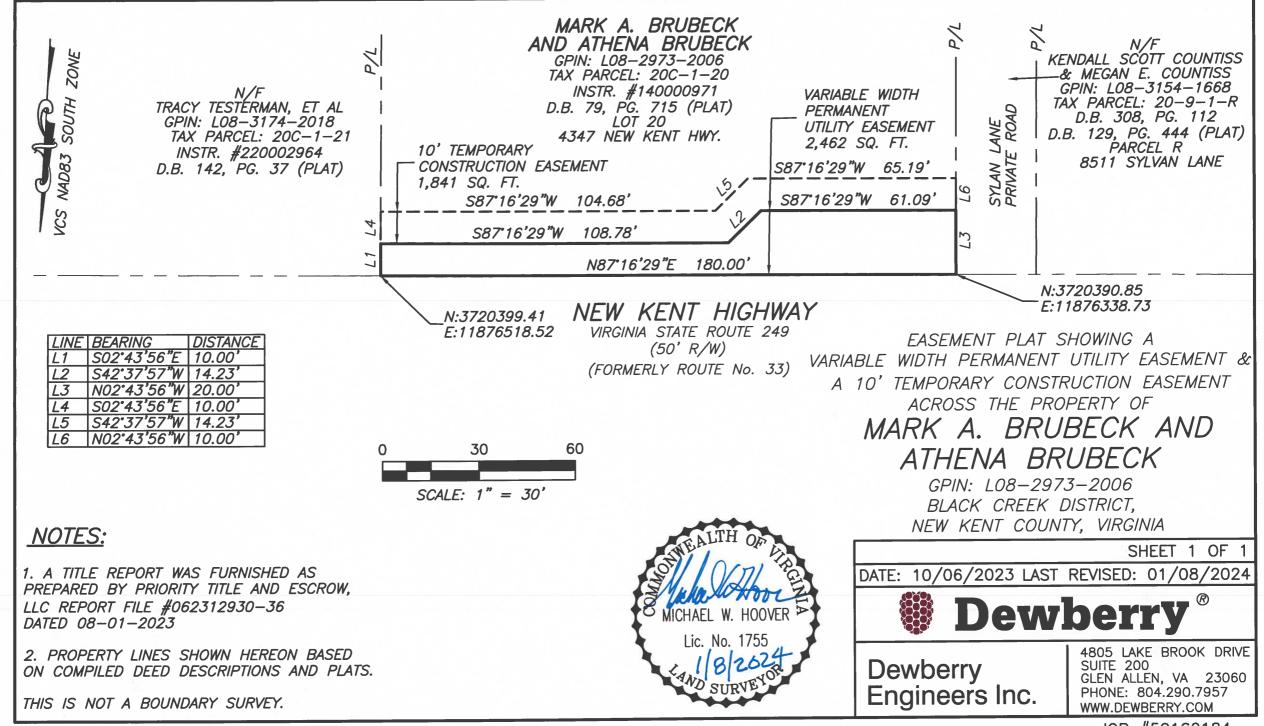
Notary registration number:

Approved as to Form:

Notary Public

Exhibit A

Plat dated October 6, 2023, revised January 8, 2024, is on the following page.



JOB #50162184



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

PIEDMONT REGIONAL OFFICE 4949-A Cox Road, Glen Allen, Virginia 23060 (804) 527-5020 www.deq.virginia.gov

Travis A. Voyles Secretary of Natural and Historic Resources Michael S. Rolband, PE, PWD, PWS Emeritus Director (804) 698-4020

> Jerome A. Brooks Regional Director

Virginia Water Protection Permit Program Property-Access Agreement

Nancy L. Devers and Kevin D. Devers ("Owner") who own[s] the property located at 3101 New Kent Highway, Tax Parcel 19-31E ("Property") hereby authorizes the Department of Environmental Quality, its employees, agents, and contractors ("Authorized Parties") the right of entry to the Property to conduct inspections necessary to evaluate the application for and ensure compliance with VDEQ Permit Number WP2-23-2292 ("VWP Permit").

For the purpose of this section, the time for inspection shall be deemed reasonable during regular business hours. Nothing contained herein shall make an inspection time unreasonable during an emergency.

Inspections may include but are not limited to the following activities:

- 1. Enter upon the property, and have access to, inspect and copy any records that are required as part of the VWP permit;
- 2. Inspect any facilities, operations or practices (including monitoring and control equipment) regulated or required under the VWP permit; and
- 3. Sample or monitor any substance, parameter, or activity for the purpose of ensuring compliance with the VWP permit or as otherwise required by law.

The Owner understands that access to the Property is a requirement pursuant to 9VAC25-210-90 and the VWP Permit. The DEQ may enforce the provisions of this agreement utilizing all applicable procedures and authorities under Va. Code §§ 62.1-44.15 and 10.1-1186.

ROW Agent 11/21/23

Property Øwner Name (Print)

Property Owner Signature

itle

Date

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Nancy Lee Devers A/K/A Nancy L. Devers and Kevin D. Devers Mailing Address: 3101 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 19-31E

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 19-31E (the "Easement") dated Nakaber 21, 2027 between all persons or entities that have an interest in the listed Tax Parcel, Nancy Lee Devers A/K/A Nancy L. Devers and Kevin D. Devers ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$1200.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

1

For the Owner:

Date: 12-12-23 Signature: <u>N-D. Devers</u> Name: <u>Kentral D. DEVERS</u> Title: <u>Co-owner</u>

Name: KEVIN D. DEVERS

For the County:

Date:

Signature:

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: **19-31E** GPIN **K06-2280-4109**

Exempt From Taxation Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this <u>J</u>['] day of November, 2023, by and between Nancy Lee Devers A/K/A Nancy L. Devers and Kevin D. Devers, A Married Couple (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **19-31E** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 6, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

GRANTOR

Nancy Lee Devers A/K/A

Kevin D. Devers

Nancy L. Devers

1 even

CITY/COUNTY OF New Kent-STATE/ COMMONWEALTH OF VIrginia

The foregoing instrument was acknowledged before me November, 2073

by David Warren Deal My commission expires: <u>9/30/27</u> Notary registration number: <u>766386</u>

DAVID WARREN DEAL Notary Public Commonwealth of Virginia Registration No. 7663861 My Commission Expires Sec 30, 2027

Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____

(SEAL)

Name: _____

Title: _____

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

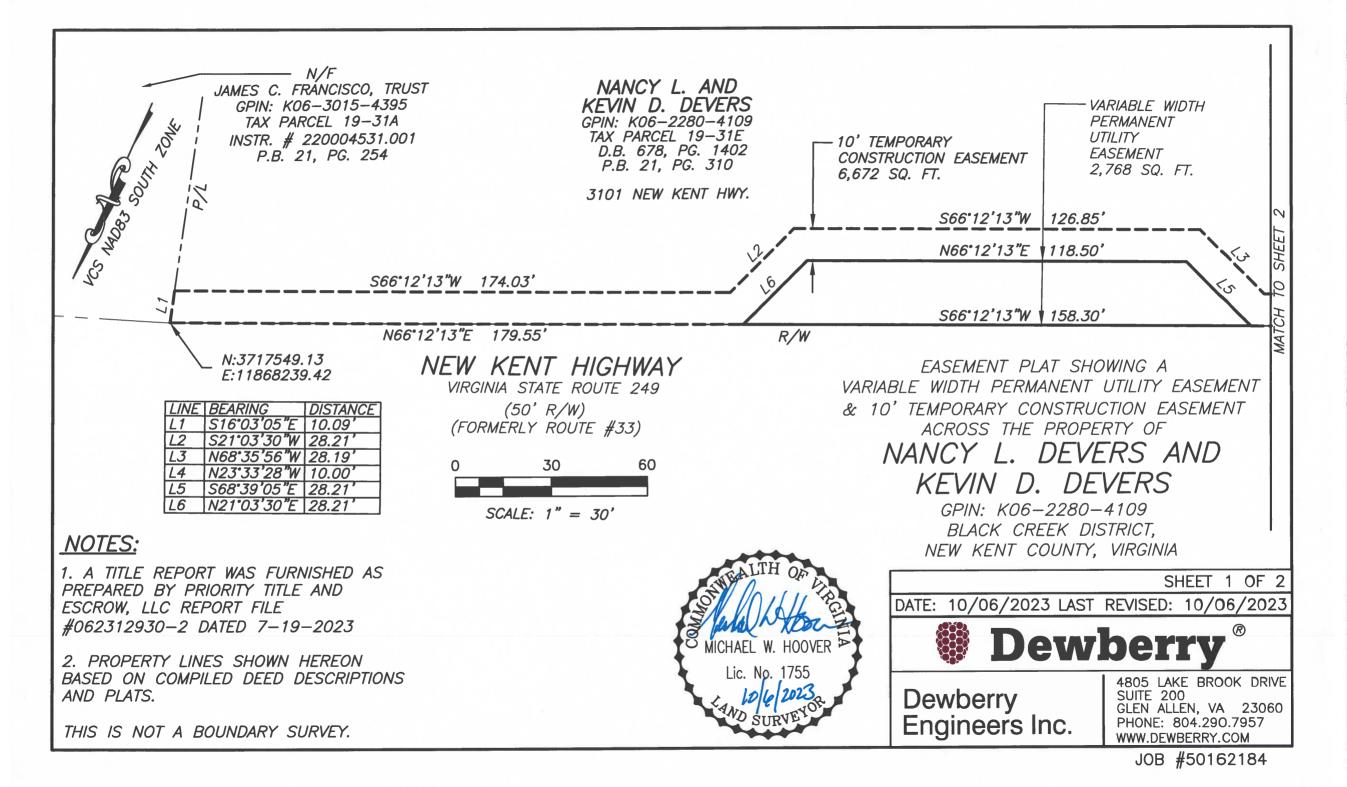
Notary registration number:

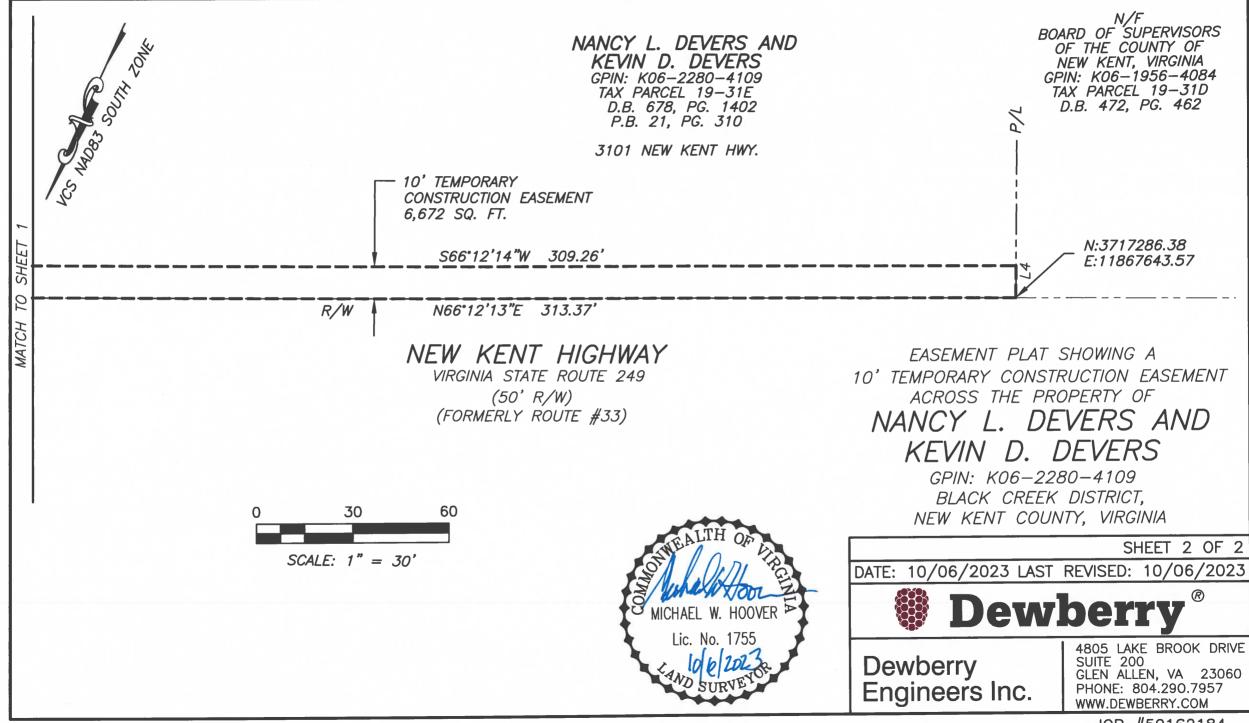
Approved as to Form:

Notary Public

Exhibit A

Plat dated October 6, 2023, is on the following page.





JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Timothy Edward Green A/K/A Timothy E. Green Mailing Address: 4301 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 20C-1-17

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. <u>20C-1-17</u>(the "Easement") dated <u>November / (a</u>, 2023 between all persons or entities that have an interest in the listed Tax Parcel, Timothy Edward Green A/K/A Timothy E. Green ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$3600.00 which will be credited towards the fees associated with the connection of the parcel to the County water system.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 12-19-23

Name: Timothy E. Green

For the County:

Date:	
-------	--

Name: Rodney A. Hathaway

Approved as to Form:

Signature: Timothy E. Seen

Title: Owner

Signature:

1

Title: County Administrator

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-17 GPIN L08-2471-1952

Exempt From Taxation Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this day of November 2023, by and between **Timothy Edward Green A/K/A Timothy E. Green A/K/A, Unmarried Man** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-17** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October**, **19**, **2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

DAVID WARREN DEAL Notary Public Commonwealth of Virginia Registration No. 7663861 My Commission Expires Sep 30, 2027

Timothy Edward. Green A/K/A

Timothy E. Green

Thursty E. ham

CITY/COUNTY OF New Kent

The foregoing instrument was acknowledged before me November 2023 by Mu Waner Der David Worre Der (My commission expires: $\frac{9/30/27}{30/27}$ Notary registration number: 766386 1 Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date:

(SEAL)

Name:

Title:

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires:

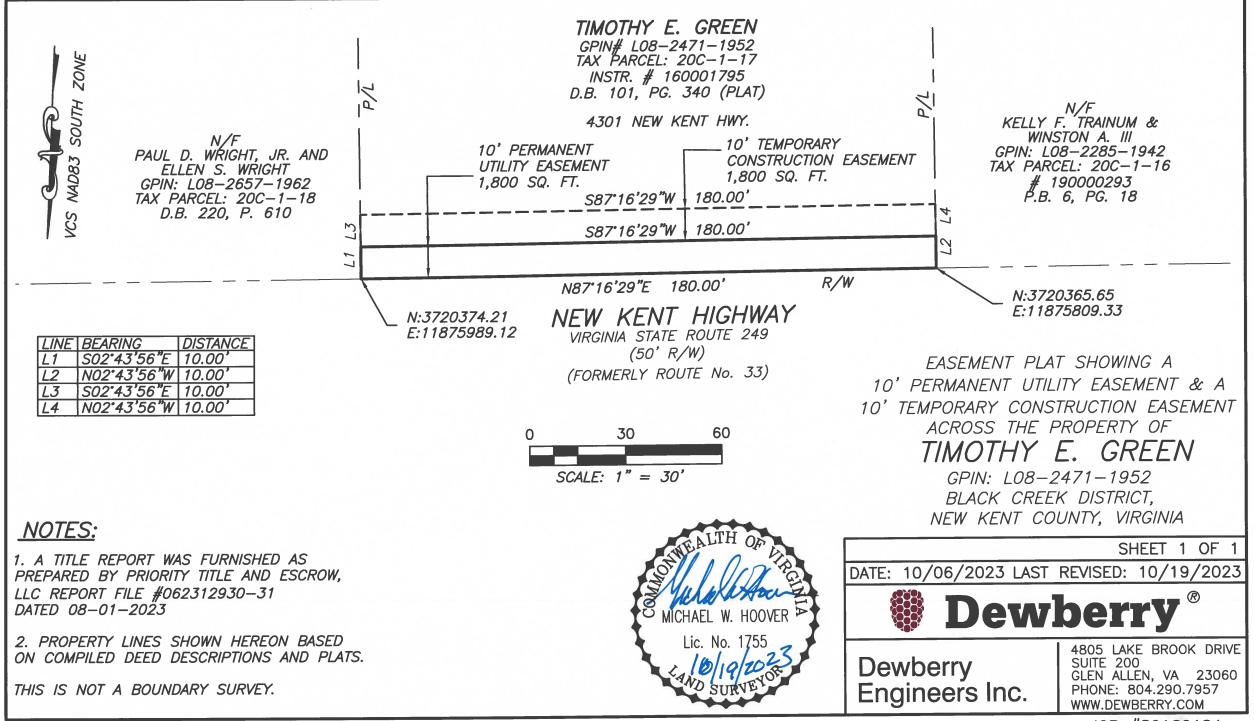
Notary registration number:

Approved as to Form:

Notary Public

Exhibit A

Plat dated October 6, 2023, revised October 19, 2023, is on the following page.



JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Richard Allan Messenger A/K/A Richard A. Messenger and Margaret Anna Messenger A/K/A Margaret B. Messenger Mailing Address: 4101 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 20C-1-10

This document refers to the <u>Permanent Easement and Tem Porary Construction Easement</u> for Tax Map No. <u>20C-1-10(the</u> "Easement") dated <u>Alexaber 7</u>, 20 between all persons or entities that have an interest in the listed Tax Parcel, Richard Allan Messenger A/K/A Richard A. Messenger and Margaret Anna Messenger A/K/A Margaret B. Messenger ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is **\$4400.00**_which will be credited towards the fees associated with the connection of the parcel to the County water system.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner

<u>i oi the o when.</u>		
Date: 12 - 8	ec 2023	Signature: Frefer 9. Messerger
Name: BICH	ARD A MESSENGE	Pritle: DWNER
For the County:		
Date:		Signature:
Name: <u>Rodney</u>	A. Hathaway	Title: County Administrator
Approve	ed as to Form:	
	5. Everard Attorney	1

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: <u>20C-1-10</u> GPIN <u>L08-1128-1869</u>

Exempt From Taxation Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this *Mediay* of November, 2023, by and between Richard Allan Messenger A/K/A Richard A. Messenger and Margaret Anna Messenger A/K/A Margaret B. Messenger, Husband and Wife (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-10** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 6**, **2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the

Permanent Easement will be unaffected by the termination of the Temporary Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the

Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

GRANTOR

Richard Allan Messenger A/K/A

Margaret Anna Messenger A/K/A

Richard A. Messenger

Margaret B. Messenger

estenger assense CITY/COUNTY OF STATE/ COMMONWEALTH OF nr

The foregoing instrument was acknowledged before me November 17, 2023, by Day & Warren Deal My commission expires: <u>1/20/27</u> David Warren Deal Notary Public Commonwealth of Virginia Registration No. 766364

Notary registration number: <u>7/06,38</u>

Registration No. 7663861 My Commission Expires Sep 30, 2027 0

Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____

(SEAL)

Name: _____

Title: _____

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

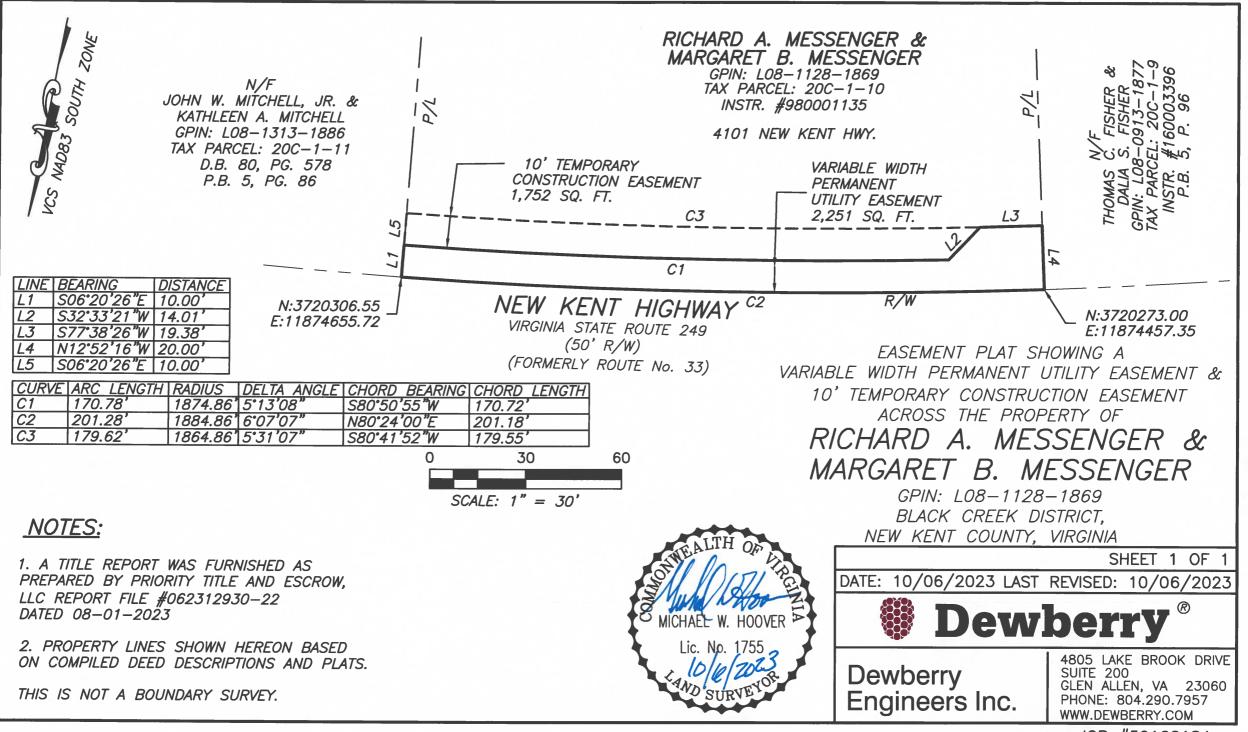
Notary registration number:

Approved as to Form:

Notary Public

Exhibit A

Plat dated October 6, 2023, is on the following page.



JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Victoria Louise Starr Mailing Address: 4235 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 20C-1-15

This document refers to the <u>Permanent Easement and Temporary Construction Easement</u> for Tax Map No. 20C-1-15 (the "Easement") dated <u>Jabrase</u>, 20<u>24</u> between all persons or entities that have an interest in the listed Tax Parcel, Victoria Louise Starr ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is **\$1850.00**.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner: Date: 2 Name:

Signature

Title: Ownor

For the County:

Date:

Signature:_____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-15 GPIN L08-2111-1932

Exempt From Taxation Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this <u>for</u> day of February 2024, by and between Victoria Louise Starr (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-15** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 19**, **2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Victoria Louise Starr CITY/COUNTY OF New Kent. STATE/ COMMONWEALTH OF (Inginio, The foregoing instrument was acknowledged before me ______ 1 MILLE sto h by & DAVID WARREN DEAL Notary Public Commonwealth of Virginia Registration No. 7663861 9/30/202 My commission expires: My Commission Expires Sep 30, 2027 Notary registration number: 7/25/26 Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date:

(SEAL)

Name:

Title:

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

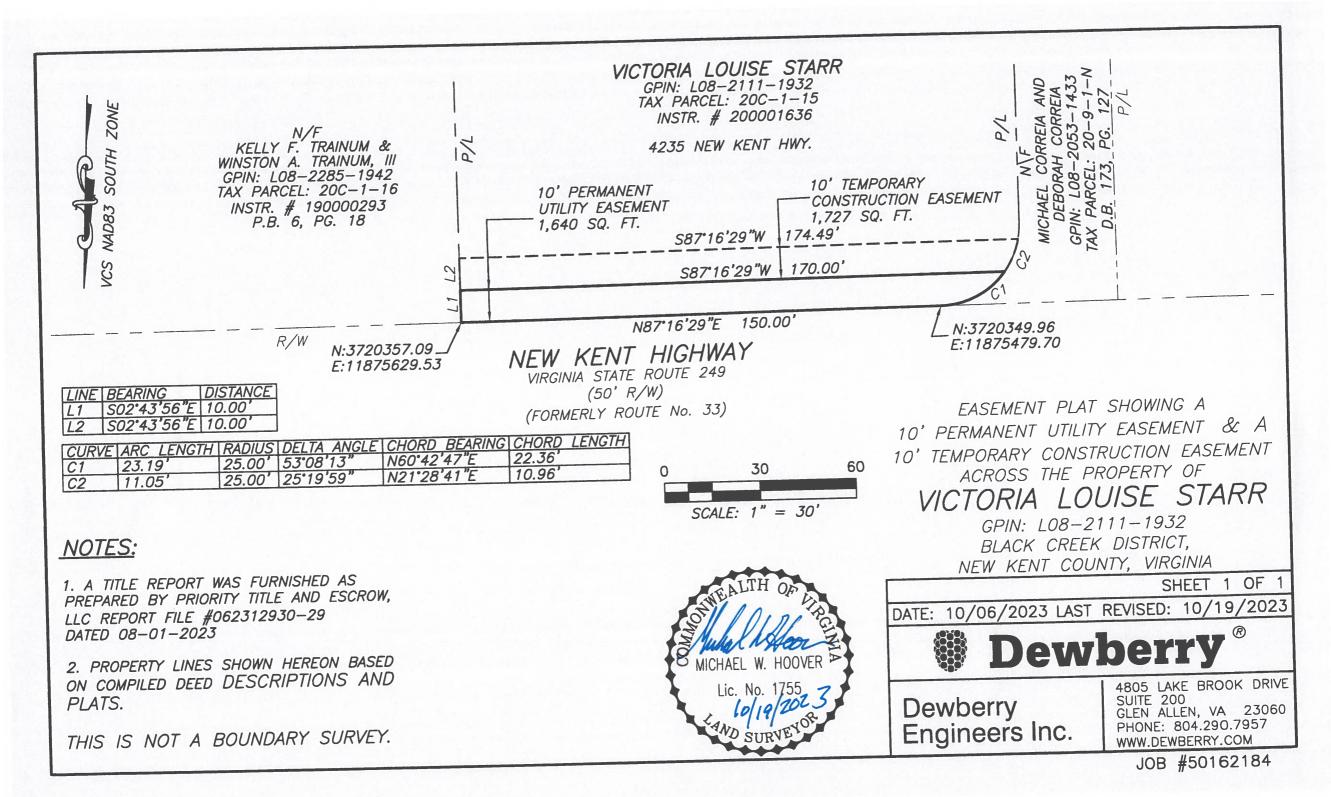
Notary registration number:

Approved as to Form:

Notary Public

Plat dated October 6, 2023, revised on October 19, 2023, is on the following page.

6



EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Martha Anne Thomas Stegmaier A/K/A Martha Ann Thomas Stegmaier Mailing Address: 3936 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 20-78K

This document refers to the <u>Permanent Easement and Temporary Construction Easement</u> for Tax Map No. <u>20-78K</u>(the "Easement") dated <u>Tax Parcel</u>, 20<u>4</u> between all persons or entities that have an interest in the listed Tax Parcel, Martha Anne Thomas Stegmaier A/K/A Martha Ann Thomas Stegmaier ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is 3200.00 which will be credited towards the fees associated with the connection of the parcel to the County water system.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:	
Date: 1/18/24	Signature: Matthe anne Rome Septem
Name: Martha Anne Thomas Stegmailer	Title: Owser
For the County:	
Date:	Signature:
Name: <u>Rodney A. Hathaway</u>	Title: County Administrator
Approved as to Form:	
Joshua S. Everard	

1

Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: 20-78K GPIN L08-0145-1386

Exempt From Taxation Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this January 2024, by and between Martha Anne Thomas Stegmaier A/K/A Martha Ann Thomas Stegmaier Married Woman (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. 20-78K in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **January 12, 2024** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Martha Anne Thomas Stegmaier

A/K/A Martha Ann Thomas Stegmaier

DAVID WARREN DEAL Notary Public Commonwealth of Virginia Registration No. 7663861 My Commission Expires Sep 30. 2027

Marte and Komes Stepnice CITY/COUNTY OF New Kent STATE/ COMMONWEALTH OF VIrginice

The foregoing instrument was acknowledged before me January 10, 2024,
by Dovid Worren Deal
My commission expires: $\frac{9/30}{302}$
Notary registration number: 766386 (Daw Changed Del
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date:

(SEAL)

Name: _____

Title:

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires:

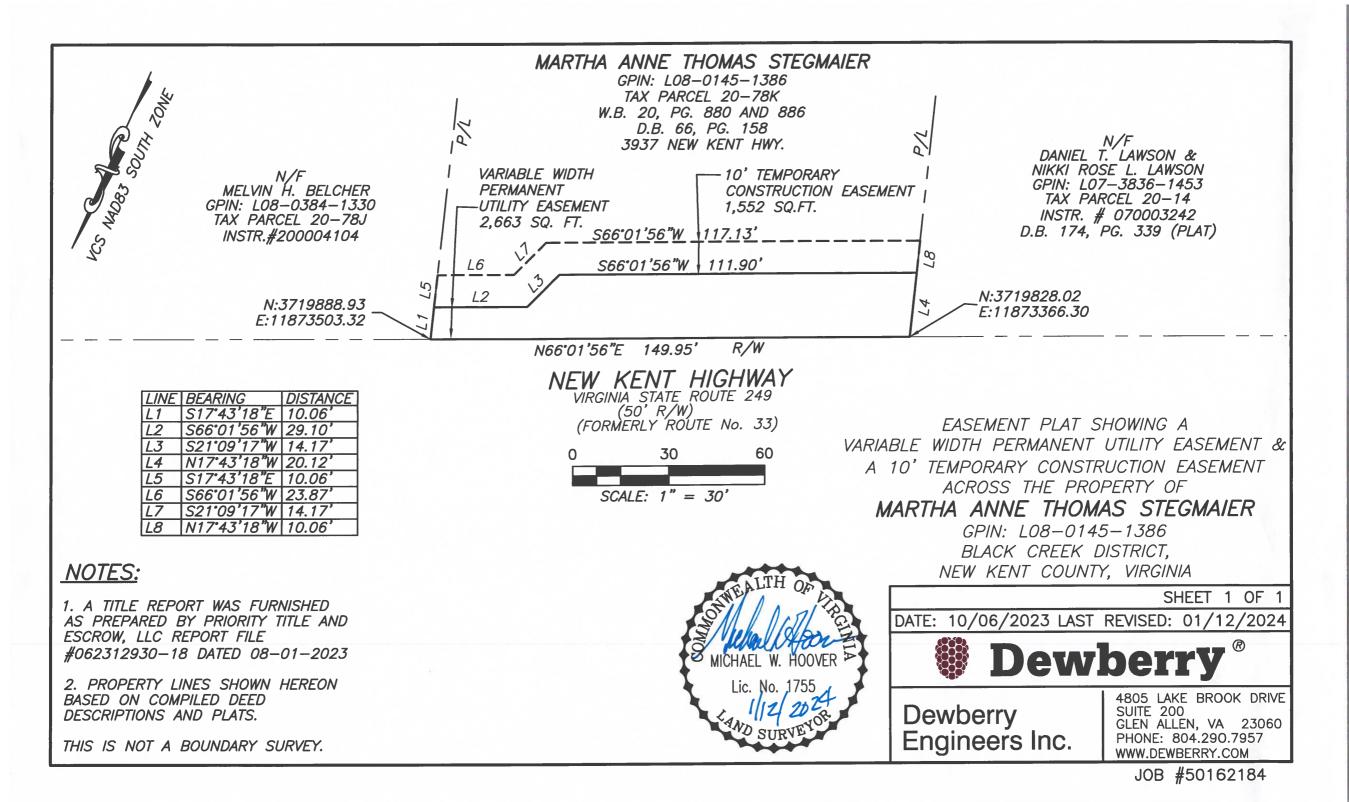
Notary registration number:

Approved as to Form:

Notary Public

Exhibit A

Plat dated October 6, 2023, revised January 12, 2024 is on the following page.





C. Michael Lang, PG Director Department of Public Utilities PO Box 130 New Kent, VA 23124 Phone 804-966-9678 Fax 804-966-7135

OFFICIAL NOTIFICATION

To: Mr. & Mrs. Paul Wright

- From: Mike Lang Director, New Kent DPU
- Ref: Easement Agreement for TM# 20C-1-18 & TM# 20C-1-19 4317 New Kent Highway

This notification may be considered an addendum to the recorded easement agreement and plat between the parcel owner and the County of New Kent. As agreed upon during our on-site visit on December 4, 2023, the completed project will include driveway restoration & re-paving in a manner such that only a single cut in the driveway remains, instead of a trenched area with asphalt patch, at no additional cost to the Grantor. This will be communicated to the County's construction project management team and indicated on the final approved construction plans prior to issuance of the Notice to Proceed to the contractor.

In addition, the combined easement compensation for these two parcels will be applied towards the water service connection and availability fees for TM# 20C-1-18.

Upon submission of a completed application for utility service the following fees will be due, plus the prevailing water service deposit at the time of application:

Water Connection Fee:	\$4650.00
Water Availability Fee:	\$2500.00
Meter Fee:	\$ 350.00
Admin Fee:	<u>\$ 35.00</u>
Total Fees:	\$7535.00
Fee Credit:	<u>(\$6200.00)</u>
Remaining Fees Due:	\$1335.00

DPU will install or have installed a water service line, meter box and setter at a location agreed upon by DPU and the owner upon receipt of the application and fees.

The Fee Credit is transferrable with TM# 20C-1-18 and only expires when a utility service application is received.

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Paul Daniel Wright, Jr. A/K/A Paul D. Wright, Jr. and Ellen S. Wright, Husband and Wife Mailing Address: 4317 New Kent Hwy., Quinton, VA 23141 Tax Map Parcel(s): 20C-1-19

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20C-1-19 (the "Easement") dated December 19, 2023 between all persons or entities that have an interest in the listed Tax Parcel, Paul Daniel Wright, Jr. A/K/A Paul D. Wright, Jr. and Ellen S. Wright, Husband and Wife ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$600.00 which will be credited towards the fees associated with the connection of the parcel to the County water system. The compensation provided for in this Easement Compensation Agreement will be applied to TM# 20C-1-18.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:	
Date: 1.11.24	Signature: Rev D. WR164Fb Title: <u>CO-OWNER</u>
Name: PAULD WRIDH IR	Title: CO-OWNER
For the County:	
Date:	Signature:
Name: <u>Rodney A. Hathaway</u>	Title: County Administrator
Approved as to Form:	
Joshua S. Everard	
County Attorney	1 171

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Prepared by Office of the County Attorney, County of New Kent

Return to: 12007 Courthouse Circle Post Office Box 150 New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-19 GPIN L08-2821-1996

Exempt From Taxation Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this <u>mathefast</u> day of December, 2023, by and between Paul Daniel Wright, Jr. A/K/A Paul D. Wright, Jr. and Ellen S. Wright, Husband and Wife (the "Grantor"), and the COUNTY OF NEW KENT, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

- 1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-19** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 6**, **2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
- 2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

- 3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
- 4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
- a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
- b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
- c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

GRANTOR

Paul Daniel Wright, Jr. A/K/A

Ellen S. Wright

Paul D. Wright, Jr.

Ellen DW CITY/COUNTY OF New Ke STATE/ COMMONWEALTH OF The foregoing instrument was acknowledged before me December \$2023 by DAVID WARREN DEAL Notary Public Notary Public Commonwealth of Virginia Registration No. 7663861 My Commission Expires Sep 30, 2027 9/30/2027 My commission expires: 7663861 Notary registration number: _ Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date:

(SEAL)

Name:

Title:

COUNTY OF _____ COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20___, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires:

Notary registration number:

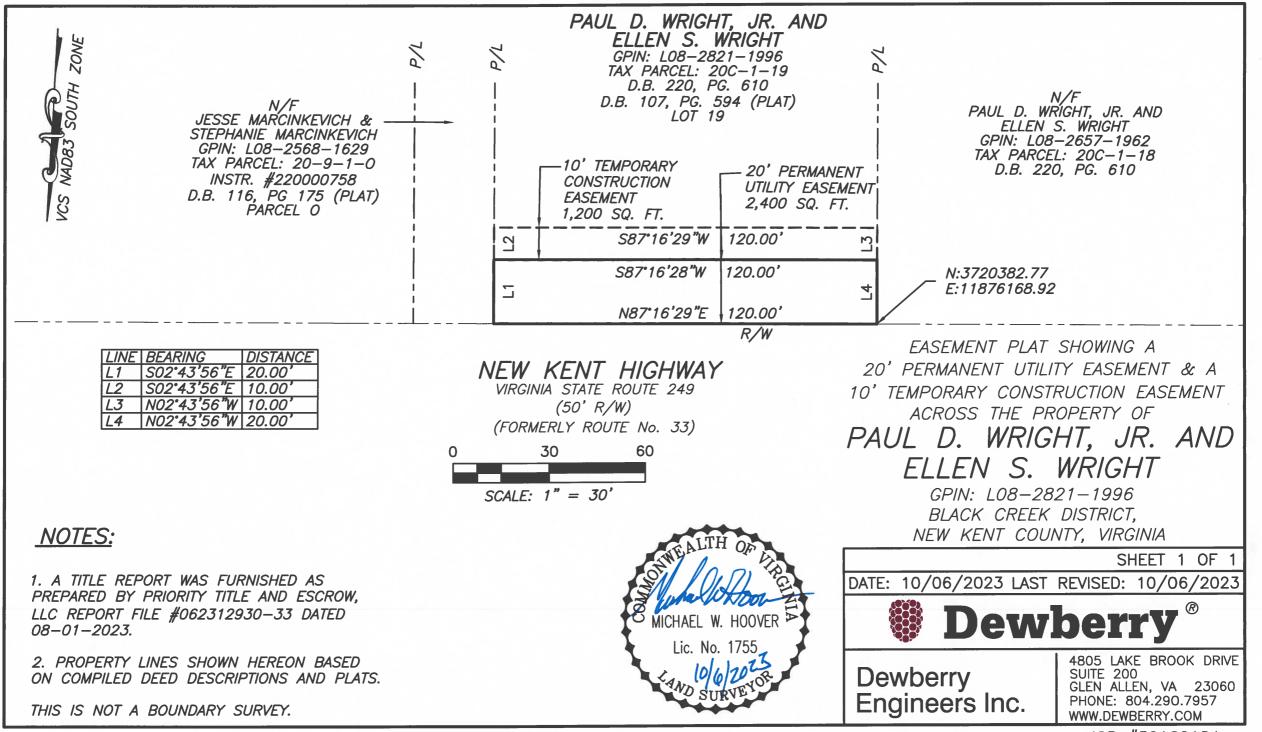
Approved as to Form:

Notary Public

Exhibit A

Plat dated October 6, 2023, is on the following page.

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New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Miscellaneous	
---------------	--

Motion: "Mr. Chairman, I move to (not required for Consent			
Agenda items)			
Subject	Approval of Renewal Agreement for SCADA Services with Emerge Systems/Gray Matter		
Issue	DPU has a long standing agreement with Emerge Systems for Supervisory Data Acquisition and Control (SCADA). SCADA is required for sewer pumping stations as well as the Parham WWTP. SCADA is also utilized to remotely monitor water system operations, although not required. The use of SCADA helps prevent sewage overflows and water outages, and also allows for part time WWTP staffing (vs 24 hour staffing). These services are procured cooperatively, piggybacking an agreement with Prince William Service Authority.		
Recommendation	Authorizer the County Administrator to approve the agreement		
Fiscal Implications	SCADA services and maintenance are included in DPU's annual operating budgets and CIPs as needed		
Policy Implications	None		
Legislative History	Agreements with Emerge Systems have been approved annually as needed since 2006		
Discussion	The use of SCADA monitoring and operation at the WWTP allows the plant to operate 24 hours a day, while being staffed only 10 hours a day. Thus, SCADA saves hundreds of thousands of dollars annually in plant personnel costs alone. SCADA also prevents unnecessary callouts after hours, as systems can be monitored to determine if an alarm is an acute problem or can be deferred until the following business day. Sewer pumping station overflow or loss of water pressure are violations of state regulations, may result in adverse impacts to human health or the environment and may result in fines.		
Time Needed: non	e Person Appearing: Mike Lang		

nine Neeueu.	lione	reison Appearing.	MIKE Lang
Request prepared by:	Mike Lang	Telephone:	966 9625
Copy provided to:	County Attorney		

ATTACHMENTS:

Description

draft agreement PWSA IFB expiring agreement Cover Memo Cover Memo Cover Memo

REVIEWERS:

Department Public Utilities Administration Attorney Reviewer Lang, Mike Hathaway, Rodney Everard, Joshua Action Approved Approved

Approved

Date

2/16/2024 - 8:57 AM 2/19/2024 - 12:02 PM 2/20/2024 - 9:15 AM

FIRST AMENDMENT TO CONTRACT

FIRST AMENDMENT ELECTRICAL AND SCADA SERVICES AGREEMENT

THIS FIRST AMENDMENT TO CONTRACT ("First Amendment") is made this ______ day of ______, 2024 by and between **THE COUNTY OF NEW KENT, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (the "County"), and <u>EMERGE SYSTEMS, LLC.</u> (the "Contractor").

RECITALS

WHEREAS, County and Contractor entered into a Contract dated January 9, 2022 (the "Original Contract") pursuant to which Electrical and SCADA Services are provided, pursuant to the terms listed in the Original Contract.

WITNESSETH, THAT THE PARTIES TO THE ORIGINAL CONTRACT NOW AMEND THE ORIGINAL CONTRACT by renewing the contract for a one-year term commencing on January 10, 2024 and ending on January 9, 2025, subject to the terms and conditions as outlined in the Original Contract and any subsequent amendments.

ALL OTHER PROVISIONS OF THE ORIGINAL CONTRACT REMAIN IN EFFECT.

Remainder of this page is blank.

For Emerge Systems, LLC; By: Print Name: Mandy Lister Title: Vice President – E-Merge

For New Kent County:

By:

Rodney A. Hathaway County Administrator

Approved as to form:

Joshua S. Everard County Attorney



Contract #: SA 2216

General SCADA Installation, Repair, and Preventive Maintenance Services (Spittle/WWF)

CONTRACT/AGREEMENT

AGREEMENT NUMBER: SA 2216

SUBJECT:

General SCADA Installation, Repair, and Preventive Maintenance Services (Spittle/WWF)

BY AND BETWEEN:

Service Authority: Prince William County Service Authority 4 County Complex Court Woodbridge, Virginia 22192 T: (703) 335-8925 / F: (703) 335-7954

And the Contractor: E-Merge Systems, LLC 1314 E. Cary Street Richmond, Virginia 23219 Telephone: (804) 344-3511 Email: contracts@graymattersystems.com Contact Person: Ms. Mandy L. Urey, Vice President

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GENERAL SCADA INSTALLATION, REPAIR, AND PREVENTIVE MAINTENANCE SERVICES (SPITTLE/WWF)

AGREEMENT SA 2216

Between

THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY

And

E-MERGE SYSTEMS, LLC

For

THIS General SCADA Installation, Repair, and Preventive Maintenance Services Agreement (hereinafter referred to as General SCADA Installation, Repair, and Preventive Maintenance Services Agreement" is made between the Prince William County Service Authority, (hereinafter referred to as "Service Authority"), AND

E-Merge Systems, LLC authorized to do business in the State of Virginia, (hereinafter referred to as "Contractor"), whose place of business is 1314 E. Cary Street, Richmond, VA 23219.

WHEREAS, the Service Authority solicited bids from qualified contractors on May 10, 2022, pursuant to Service Authority IFB SA 2216. Contractor submitted a response to the IFB dated June 3, 2022. Based upon the representations of Contractor in the response to IFB, which representations the Service Authority has relied upon, the Service Authority selected the Contractor to provide said continuing General SCADA Installation, Repair, and Preventive Maintenance Services for the Service Authority; and

WHEREAS, the Contractor is willing and able to perform such General SCADA Installation, Repair, and Preventive Maintenance Services for the Service Authority within the basic terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Service Authority and Contractor agree as follows:

SECTION 1 DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and apply unless the context indicates a different meaning:

- A. Standard Definitions:
 - 1. **Contractor**: The person or entity, including employees, servants, partners, principals, agents, and assignees that obtained from the Service Authority a contract to provide the services set forth herein.
 - 2. **Contract/Agreement**: When used as a proper noun and capitalized the terms "Contract" or "Agreement" shall mean: this agreement. (When used as a common noun with lower case the terms "contract" or "agreement" shall mean: a mutually binding legal agreement between two or more parties.).
 - 3. Contract Administrator (aka Administrative Contracting Officer (ACO)): Service Authority representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the Contract Documents, including price.
 - 4. **Contract Documents**: The Contract Documents establish the rights and obligations of the Contractor and Service Authority and include Addenda (which pertain to the Contract Documents), the Notice to Proceed, the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, together with all Written Amendments, Change Orders, Work Change Directives, and Contract Administrator's written interpretations and clarifications issued on or after the Effective Date of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
 - 5. Contractor's Project Manager: The Contractor person responsible for the Work.
 - 6. **Change Order**: A written order to the Contractor executed by the Service Authority, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times.
 - 7. **Day(s)**: Calendar days, unless otherwise specified.
 - 8. **Deliverable(s)**: All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Contractor must deliver to the Service Authority, at a specified date(s), and meeting the criteria defined in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and/or all other subsequent task and sub-task agreement pursuant to this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
 - 9. **Dollar "\$"**: United States of America dollars.
 - 10. Effective Date of the Contract/Agreement: The date this Contract/Agreement becomes effective as documented by the Service Authority on the signature page of the Contract/Agreement.
 - 11. **Field Order**: A written order issued by the Contractor which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

- 12. **Final Payment**: Payment made by the Service Authority for completed services and representing the balance of the Service Authority's financial obligation for a specified project.
- 13. **Hourly Rate**: The rate specified in the Agreement for the individual employee and employee category on a specific project. The rates are as specified in the attached EXHIBIT B, Compensation and Labor Costs.
- 14. **Intellectual Property Rights**: All of Contractor's right, title, and interest under and to all trademarks, service marks, copyrights, know-how, trade secrets, curricula, text books, reference material, tests, online course material and programming, computer programs, sound files, technology, software, techniques, methods, ideas, and processes incorporated into or delivered in the course of performing the Work and all other forms of intellectual property rights and protections throughout the world, whether delivered via USB, Internet download, or other media, relating to Contractor and the materials and all future modifications, refinements, and improvements thereto, and any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by Contractor or under which Contractor now has the rights.
- 15. **Key Personnel:** Designated responsible person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
- 16. Lump Sum: A method of payment to the Contractor for a fixed sum amount, which constitutes total compensation to the Contractor for the performance by the Contractor of the Work stated in General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- 17. **Materials**: All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
- 18. **Notice to Proceed**: A written notice issued by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 19. **Prince William County Service Authority (Service Authority)**: Public utility chartered by the Prince William County Board of County Supervisors.
- 20. **Purchasing Manager**: The Service Authority person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Service Authority's General Manager and Board of Directors.
- 21. Service Authority Project Manager (aka Contracting Officer Representative (COR)): The Service Authority person responsible for the project.
- 22. **Subcontractor**: An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.
- 23. **Specifications**: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

- 24. Work, Work Product or Works Made for Hire: The entire services or the various separately identifiable parts thereof required to be provided by Contractor under this Agreement. Work Product or Works Made for Hire as provided as a deliverable under this Agreement shall be owned by the Service Authority with the exception of pre-existing Contractor Intellectual Property Rights as defined herein.
- 25. The terms **"in writing"** and **"written"** mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
- 26. WWF: Water/Wastewater Facilities.

SECTION 2 SCOPE OF SERVICES

- A. The Contractor shall provide services, as specified in this Agreement, to the Service Authority as described in Exhibit A, Scope of Work.
- B. The Contractor hereby represents to the Service Authority, with full knowledge that the Service Authority is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, experience and manpower to perform the services in a manner consistent with the standard of care in the industry.
- C. The Service Authority may request changes that would increase, decrease, or otherwise modify the Scope of Work. Such changes must be contained in a written Change Order or Modification executed by the parties authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule, in accordance with the provisions outlined in Section 4.20 of this Agreement.
- D. The Service Authority may, at its sole discretion, solicit Bids from other entities for services for any Project or other work outlined in Exhibit A, Scope of Work, of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- E. <u>Contract Documents:</u> The Service Authority shall use uniform Contract Documents as binding Contract Documents (Contract Agreements, Exhibits, RFPs/IFBs, etc.), which are under ownership of the Service Authority. No changes to the Service Authority uniform Contract Documents are permitted without the express written consent of the Service Authority. Any changes made without the Service Authority consent is strictly prohibited and considered null and void.

SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 Contract Prices

A. Contract prices shall be in the form of firm fixed hourly rates in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision,

etc. All overtime rates shall be time and a half of the hourly rate indicated in Pricing Schedule. Anything other than time and a half will not be accepted.

- B. The Contractor may be required to provide materials, rental equipment (such as cranes, aerial lifts, scaffolding) and/or Subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, rental equipment or Subcontractors, compensation will be based on the actual cost of the materials, rental equipment and Subcontractors with an administrative fee to be equal to the percentages shown below. No extra charges will be allowed.
 - a) Materials Administrative Fee: 6%
 - b) Rental Equipment Administrative Fee: 7%
 - c) Subcontracting Administrative Fee: 5%
- C. Additionally, the Contractor may be required to provide emergency repair services within four (4) hours. The Contractor will be paid a fee of \$500.00 per Emergency Response Request in addition to the firm fixed hourly rates.

3.2 Compensation Billing and Payment

- A. The Service Authority agrees to pay the Contractor compensation for the Work provided for in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement as outlined in EXHIBIT B, Compensation and Labor Costs.
- B. If Service Authority requests Contractor to incur expenses not contemplated, Contractor shall notify the Service Authority in writing and obtain Service Authority approval in writing prior to incurring such expenses.
- C. Invoices (or Applications for Payment) must contain sufficient information for the Service Authority to verify that the work was performed in accordance with this Contract. The Contractor shall submit documentation with each invoice as detailed in EXHIBIT D, Invoicing Procedures.

3.3 Contract Term Renewal and Price Adjustments

- A. Term of Agreement: This General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall commence on the date this instrument is fully executed by all parties and shall expire after two (2) year(s), unless and until terminated pursuant to the terms and conditions herein.
- B. The Service Authority reserves the right to renew this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement for four (4) additional one (1)-year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.
- C. The Service Authority will notify the Contractor in writing ninety (90) Days prior to the expiration of the General SCADA Installation, Repair, and Preventive Maintenance

Services Agreement, or any extension thereof, of the Service Authority's intention. If the Service Authority elects to extend the Agreement, the Contractor shall immediately respond as to whether the contract extension is acceptable. Such extension shall be executed within thirty (30) Days of the Service Authority's original notice.

D. Price Adjustments Negotiated Based on Changes in Contractor's costs:

If the Service Authority elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the category of Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, all items section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

Price adjustments, as approved by the Service Authority, shall become effective on the anniversary (annual renewal) date of each contract year as agreed upon by both parties via a fully executed Contract Modification. The Contractor shall bill on new approved rates from the effective date onwards. Retroactive rate adjustments are not allowed under this Agreement.

The Service Authority reserves the right to unilaterally extend an existing contract to allow for continuation of work through completion, even if a new contract has not been placed into effect.

E. Availability of Service Authority's Personnel

Upon a reasonable request, the Service Authority will make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform its obligations under the Contract.

3.4 Stop-Work / Suspension of Work

- A. The Service Authority may, at its sole option, decide to suspend or stop the Contractor's performance of the services required under the contract. When, and if such action is considered, the Service Authority shall notify the Contractor of its decision in writing. The order shall be specifically identified as a stop-work order under this article. Upon receipt of the stop-work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of suspension.
- B. Upon receipt of any such notice, and unless the stop-work notice directs otherwise, the Contractor shall:
 - 1. Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;

- 2. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the stop-work notice;
- 3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Service Authority, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
- 4. Continue to protect and maintain the work including those portions on which performance has been suspended.
- C. As full compensation for such suspension, the Contractor shall be reimbursed for the following documented costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of performance:
 - 1. All reasonable costs associated with the mobilization and demobilization of the Contractor's workforce and equipment;
 - 2. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the work that has been suspended;
- D. If, as a result of any such suspension, the cost to the Contractor of subsequently performing the service is increased or decreased, the Service Authority may consider making an equitable adjustment in accordance with Section 4.23 Disputes and Claims.
- E. The Contractor may suspend the Work or terminate the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement for the Service Authority's delay in payment, other than payments in dispute, beyond sixty (60) Days.
- F. The Service Authority shall notify the Contractor in writing when the stop work has been lifted. The Service Authority shall provide in writing an effective date to resume work.

3.5 Access (Equipment)

The Service Authority agrees to permit the Contractor's authorized personnel access to the Service Authority's equipment at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contract.

3.6 Access (Facilities)

The Service Authority agrees to permit the Contractor's authorized personnel access to the Service Authority's facility / facilities at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contractor.

3.7 Method of Ordering/Allocation of Work

Should the Service Authority elect to make an award to multiple firms, authorized Service Authority staff will allocate the work by requesting proposals from each awardee based upon the prices specified in the Contract. The award of the work will be made to the firm who has submitted the proposal deemed to be most advantageous to the Service Authority, within the timeframe

requested by Service Authority staff. No work shall be performed without an authorized purchase order.

Proposals: Prior to the commencement of work, the Service Authority Project Manager will request proposal(s) from the contractor(s) with a statement of work required, an outline specification of essential materials, and sketches and drawings, if available.

- A. The Contractor(s) shall inspect each project site, ascertain the conditions, and work requirements within three (3) working days after receipt of a cost proposal request.
- B. Within twenty-one (21) working days of visiting the site, the Contractor shall provide a detailed, written cost proposal in the form of a not-to-exceed amount based on the contract rates to include time, labor, materials, equipment, subcontractors and any expenses necessary to complete the Work. Depending on the nature of the work, the Service Authority Project Manager will determine which of the following the Contractor must submit:
 - 1. Unit price cost proposal (when the quantity of labor and materials needed for the Work is not well defined) or
 - 2. Lump sum cost proposal (when the quantity of labor and materials needed for the Work is well identified)

Any exceeding hours beyond the not-to exceed cost estimate must be approved by the Service Authority prior to proceeding with the work.

The Cost Proposal shall accompany the Work Order/Authorization Request Form (Exhibit F).

- C. The detailed cost proposal shall contain the following:
 - 1. A clear and specific statement of the entire scope of work covered in the proposal with reference to the facility by name and/or address.
 - 2. A statement of the hourly rates for labor, materials and/or rental equipment costs for each of the elements of the statement of work in accordance with terms and conditions delineated in the Contract.
 - 3. The number and type of employees required and estimated completion date for all required work in accordance with terms and conditions delineated in the Contract.
 - 4. A list of proposed subcontractors.
 - 5. A signed statement confirming that the Contractor has visited the work site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work required.
- D. Should the Contractor require materials, rental equipment (such as forklifts, aerial lifts) and/or subcontractors not identified in their original proposal to complete the work, compensation for such items is based on actual cost with an administrative fee equal to the percentage shown in the Special Terms and Conditions, Section 3.1 Contract Prices. The Service Authority Project Manager shall approve the cost of such items.

- E. For any material, equipment, and/or subcontractor line item that exceeds \$10,000, the Owner may require multiple quotes to be provided with the detailed proposal. The Contractor(s), when requested, shall be responsible for providing any additional supporting data for all submitted quotes to support the proposal to the Owner. The Contractor(s) shall ultimately bear the burden of proof in establishing fairness and reasonableness for his submitted proposals.
- F. The Contractor(s) will only be paid for material actually used in performance of any Work under the resulting contract. No allowances will be made for other materials ordered by the Contractor(s) unless approved in advance by Service Authority Project Manager.
- G. Costs incurred for material acquisition, handling, delivery and movement of Contractorowned or rental equipment; inspections; estimates and administrative duties are overhead.
- H. Prior to acceptance of the cost proposal and issuance of a Service Authority purchase order, the Service Authority Project Manager and the Contractor shall mutually agree upon a start and completion date for each particular Work Order. The agreed upon dates shall be included on the purchase order. In accepting a Service Authority purchase order, the Contractor certifies it has access to the labor, supplies, materials, and equipment necessary to complete the Work by the completion date.
- I. The Contractor must sign all proposals.
- J. It is the responsibility of the Contractor to ensure he/she has all the information necessary to prepare the estimate.
- K. The End-User selects the cost proposal from the lowest priced Contractor. However, the SA reserves the right to award the Work Order to a more responsive Contractor when time is of the essence.

If the proposal is satisfactory, the Service Authority will notify the Contractor. The Contractor shall only perform work upon the Service Authority's written authorization by the issuance of a purchase order or Notice to Proceed. Upon authorization, actual work shall not exceed the Contractor's estimate. If the Service Authority deems the proposal unsatisfactory for any reason, the Service Authority reserves the right to negotiate all unsatisfactory components and to require the Contractor to submit a revised proposal for consideration. The Service Authority reserves the right to reject the Contractor's proposal with or without cause.

3.8 Not Used.

3.9 Contractor's Personnel

The presence or duties of the Contractor's personnel at a work site, whether as onsite representatives or otherwise, do not make the Contractor or the Contractor's personnel in any way responsible for those duties that belong to the Service Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health and safety precautions required by such construction work.

The Contractor and the Contractor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Contractor's own personnel.

3.10 Delivery

- A. Any delivery resulting from an award from the solicitation shall be made during the normal working hours of the Service Authority. Time is of the essence and the delivery shall be made in accordance with the specified delivery schedules or as soon as possible after receipt of the purchase order, contract or procurement card order.
- B. If you are awarded a contract from the solicitation process and you fail to deliver or perform on or before the required date, the Service Authority reserves the right to CANCEL the purchase order or contract and make the purchase elsewhere, and you may be required to compensate the Service Authority for any difference in price paid for the product or service and any damages sustained by Service Authority.
- C. You are solely responsible for making any and all claims against carriers for missing or damaged items. The Service Authority will assist with your claims as required. Partial shipments are not acceptable unless otherwise stated in the purchase order or other Contract Document.

3.11 Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

3.12 Final Inspection

At the conclusion of the work, the Contractor shall demonstrate to the authorized Service Authority representative that the work is fully operational and in compliance with contract specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

3.13 Guarantee of Work

The Contractor shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one (1) year from the date of final acceptance. Upon notification, the Contractor shall, within five (5) working days, correct such defects and/or deficiencies at his own expense. Final acceptance does not relieve the Contractor from responsibility from latent defects or deficiencies.

3.14 Intellectual Property Indemnity

- A. The Contractor warrants that products and/or services sold to the Service Authority by the Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Contractor shall indemnify, defend, settle on behalf of, and hold harmless Service Authority from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by the Service Authority, by reason of, resulting from, or arising in connection with any breach of this section.
- B. The Service Authority shall promptly notify the Contractor of any claim regarding indemnification and give information and assistance reasonably requested by the Contractor and the Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Contractor shall, at its own expense and at the Service Authority's option, obtain for the Service Authority either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.
- C. The Contractor shall have no liability to the Service Authority with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Contractor's compliance with the Service Authority's proprietary design, specification, or instructions, from the Service Authority's modification of such product without disclosure to the Contractor, or the Service Authority's use of such product with any product and/or service not supplied by the Contractor (except as specified by the Contractor).

3.15 Performance and Payment Bonds for Projects Over \$500,000.00 if applicable

Upon receiving Notice of Acceptance of a Cost Proposal from the Service Authority for a particular project exceeding \$500,000.00, the Contractor shall, within ten (10) Days, furnish to the Service Authority the following required bonds. Notice to Proceed will not be given until all required bonds are received, reviewed and accepted by the Service Authority.

A. A Performance Bond in the sum of the project amount conditioned upon the faithful performance of the contract in strict conformity with the applicable plans, specifications and conditions of the contract.

- B. A Payment Bond in the sum of the project amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime Contractor to whom the contract was awarded, or to any Subcontractors, in the prosecution of the Work provided for in such contract, and shall be conditioned upon the prompt payment of all such materials furnished or labor supplied or performed in the prosecution of the Work. "Labor or Materials" shall include public utility services and reasonable rental of equipment, but only for period when the equipment rented is actually used at the job site.
- C. Each of such bonds shall be executed by one (1) or more surety companies, selected by the Contractor, which are legally authorized to do business in the Commonwealth of Virginia.

3.16 Rider Clause

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Service Authority acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions.

Prince William County Service Authority shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

3.17 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the Service Authority. The Service Authority reserves the right to reject the Contractor's selection of Subcontractors if it is deemed to be in the best interest of the Service Authority to do so. If a Subcontractor is rejected, the Contractor may replace that Subcontractor with another Subcontractor subject to the approval of the Service Authority. Any such replacement shall be at no additional expense to the Service Authority nor shall it result in an extension of time without the Service Authority's approval.

3.18 Additional Work

Because additional work may be required upon completion of a task, the Service Authority reserves the right to award additional work as needed on a case by case basis, extending the term, or to solicit any efforts as determined to be in its best interest. If the Service Authority deems it in its best interest to issue follow on tasks/work, the Contractor shall provide additional services on

a negotiated basis, provided the Service Authority's request falls outside the normal and customary boundaries of the Scope of Work in EXHIBIT A.

- A. The end-user's Division Director or his designee shall be authorized to approve all additional work agreements, in accordance with the Service Authority's Purchasing Regulations.
- B. The Service Authority shall initiate additional work agreements by providing the Contractor with a scope of services request. The Contractor shall provide a proposal for its services, which shall conform to the Contract requirements.
- C. The Service Authority and the Contractor shall utilize the Work Order/Authorization Request Form, a copy of which is attached to and incorporated into this Contract as EXHIBIT F.
- D. At a minimum, each additional work agreement may include the following negotiated terms:
 - 1. Project Summary Overview
 - 2. Project Scope of Services
 - 3. Project Schedule
 - 4. Payment Schedule, and Deliverables

3.19 Software Acceptance

The selected Contractor shall test and demonstrate the functionality of the proposed application, system, and/or software component to ensure conformance with the Service Authority's acceptance criteria. Each deliverable must be accepted in writing as complete by the Service Authority's Contract Administrator. The Contractor must submit written proof of acceptance of the Work and/or deliverable by the Service Authority with invoice or application for payment.

3.20 Contract Transition Services

- A. The Contractor recognizes that the services provided under this contract are vital to the Service Authority and must be continued without interruption and that, upon contract expiration or termination, a successor, either the Service Authority or another Contractor, at the Service Authority's option, may continue to provide these services. To that end, no later than 30 days prior to contract expiration or, within 7 days of receiving the Service Authority's termination notice, as may be the case, the Contractor shall:
 - 1. Develop, draft, and submit to the Service Authority, an Operation Succession Plan which at a minimum shall include:
 - a) Current, detailed status of all the services it provides.
 - b) Current status of all deliverables.
 - c) Phase-out technical requirements, deliverables, submittals.
 - d) Transition training requirements and a proposed training schedule.

- e) A date for transferring responsibilities for each division of work described in the plan.
- B. The Contractor shall provide sufficient experienced personnel during the phase-in, phaseout period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor Contractor maintain the continuity and consistency of the services required.
- D. The Contractor also shall disclose necessary personnel records and allow the successor Contractor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor Contractor.
- E. The Service Authority will compensate the Contractor for services successfully performed and accepted in writing by the Service Authority during the transitional period at the rate in effect when the transitional period clause is invoked by the Service Authority.

3.21 Privacy or Security Safeguards

- A. The Contractor shall not publish or disclose in any manner, without the Service Authority's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Service Authority.
- B. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Service Authority data, the Contractor shall afford the Service Authority access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- C. If new or unanticipated threats or hazards are discovered by either the Service Authority or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

3.22 Data Privacy

- A. The Contractor will sign and comply with the Service Authority Data Use Agreement and information technology policies to obtain access to the Service Authority's data. The Contractor will use the Service Authority data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the Service Authority, except as required by this Agreement or as otherwise required by law.
- B. The Service Authority data will not be stored outside the United States without prior written consent from the Service Authority.

C. The Contractor will provide access to the Service Authority data and business systems only to its employees and subcontractors who need to access the data to fulfill the Contractor's obligations under this Agreement. The Contractor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction and Service Authority policies and agreements as to how to comply with the data protection provisions of this Agreement.

3.23 Data Security

- A. The Contractor will use, store and process the Service Authority data in accordance with commercial best practices and Service Authorities policies, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Contractor warrants that all electronic Service Authority data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
- B. The Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement.

3.24 Data Authenticity and Integrity

The Contractor will take reasonable measures, including audit trails, to protect the Service Authority data against deterioration or degradation of data quality and authenticity. The Contractor will be responsible for ensuring that the Service Authority data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout its lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

3.25 Security Breach

- A. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could result in unauthorized access to, or disclosure or use of the Service Authority data, the Contractor will notify the Service Authority within three (3) hours or as specified in separate Work Authorization. The Contractor will fully investigate the incident, and cooperate fully with the Service Authority's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the Service Authority.
- B. Liability. In addition to any other remedies available to the Service Authority under law or equity, the Contractor will reimburse the Service Authority in full for all reasonable costs incurred by the Service Authority in investigation and remediation of any Security Breach caused by the Contractor, including but not limited to providing notification to individuals

whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

3.26 Data Transfer Upon Termination or Expiration

Upon termination or expiration of the Agreement, the Contractor will ensure that all Service Authority data are securely returned or destroyed as directed by the Service Authority in its sole discretion. Transfer to the Service Authority or a third party designated by the Service Authority will occur within a reasonable period of time, and without significant interruption in service. The Contractor will ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the Service Authority will have reasonable access to the Service authority data during the transition. In the event that the Service Authority requests destruction of its data, the Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractor or agents to which the Contractor might have transferred the Service Authority data. The Contractor agrees to provide documentation of data destruction to the Service Authority.

The Contractor will notify the Service Authority of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the Service Authority access to the Contractor's facilities to remove and destroy the Service Authority owned assets and data. The Contractor will implement its exit plan and take all necessary actions to ensure a smooth transition of services with minimal disruption to the Service Authority. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the Service Authority. The Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Service Authority, all such work to be coordinated and performed in advance of the formal, final transition date.

3.27 Data Confidentiality

Any financial, statistical, personnel and/or technical data supplied by the Service Authority to the Contractor is confidential. The Contractor shall use reasonable care to protect the confidentiality of such data. Any misappropriation, use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a material breach of the contract and may result in contract termination and the Contractor's suspension or debarment from Service Authority contracting. In addition, such conduct may be reported to the U.S. Attorney General and/ or the Attorney General for the Commonwealth of Virginia for possible criminal prosecution.

SECTION 4 GENERAL PROVISIONS

4.1 Independent Contractor

- A. The Contractor shall be acting as an independent Contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of the Service Authority. The Contractor will have no authority to contract for or bind the Service Authority in any manner and shall not represent itself as an agent of the Service Authority or as otherwise authorized to act for or on behalf of the Service Authority.
- B. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be those of the Contractor.
- C. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them to solicit or secure a contract / agreement with the Service Authority and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon on resulting from this Agreement. In the event the Contractor violates this provision, the Service Authority shall have the right to terminate this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- D. The Service Authority may require, in writing, that the Contractor remove from the work site any employee the Service Authority deems incompetent, careless, or otherwise objectionable.
- E. The Contractor will not require any employee to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.
- F. <u>Immigration Reform and Control Act of 1986</u>. The Contractor certifies to the Prince William County Service Authority that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

4.2 No Assignment of Contract

A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Service Authority's Purchasing Manager. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:

- 1. a "change of control" is deemed an assignment of rights; and,
- 2. "merger" refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.
- B. <u>Consequences of Purported Assignment or Delegation</u>. Any purported assignment of rights or delegation of performance in violation of this section will be void.

4.3 Governing Law and Choice of Forum

This Contract is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Contract is governed by the laws of the Commonwealth of Virginia.

4.4 Permits, Licenses, Certificates, and Taxes

- A. The Contractor shall be solely responsible for complying with any applicable Federal, State and Municipal laws, codes and regulations that may be required.
- B. The Service Authority reserves the right to require documentation that Contractor is abiding by the ordinances, regulation, and laws of their community and the Commonwealth of Virginia.
- C. If Contractor is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this agreement, the Service Authority reserves the right to require documentation of the current license and/or certification at any time during the contract period.
- D. Failure to keep required license and/or certification current and in force for the term of the contract and any extension, will result in the Contractor being deemed in breach of contract and the Service Authority may take any appropriate actions.
- E. The Service Authority is exempt from state sales tax. A Commonwealth of Virginia Sales and Use Tax Certificate of Exemption will be provided upon request.

4.5 Legal Fees (NOT USED)

4.6 Contractor Must Be Authorized To Transact Business In The Commonwealth

A. In accordance with the <u>Virginia Public Procurement Act (VPPA) § 2.2-4311.2</u> a Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by <u>Code of Virginia Title 13.1</u> or <u>Title 50</u> or as otherwise required by law.

- B. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under <u>Title 13.1</u> or <u>Title 50</u>, or to be revoked or cancelled at any time during the term of the Contract.
- C. The Service Authority may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.7 Indemnification and Hold Harmless

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Service Authority, its officials and employees from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claim, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there-from, to the proportionate extent caused by, misconduct or negligent acts, errors or omissions of the Contractor, its officials, agents, employees or Subcontractors in the performance of Work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- B. The Service Authority has agreed in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement to require all designers and contractors covered from the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, to indemnify and hold Contractor harmless to the same extent that the designer or Contractor is obligated to indemnify and hold the Service Authority harmless and also require the designer or contractor to add Contractor as an additional insured on the designer's or contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Work.
- C. The Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in 4.35, Insurance.
- D. The provisions of this Section shall survive termination, cancellation and expiration of the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.8 Disclaimer of Liability

As a political subdivision of the Commonwealth of Virginia, the Service Authority cannot hold harmless or indemnify any Contractor for any liability whatsoever.

4.9 Nondiscrimination of Contractors

The Service Authority will not discriminate against any Contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-

offenders, unless the Service Authority has made a written determination that employing exoffenders on the specific contract is not in its best interest. If this Contract is made with a faithbased organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.10 Anti-Discrimination

- A. The Contractor certifies to the Prince William County Service Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.
- B. If the Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds, provided however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§ 2.2-4343.1E of the VPPA).
- C. In every contract over \$10,000 the provisions below apply

During the performance of the Contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements for this section.
- D. The Contractor will include the provisions of subsection C above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

4.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code An., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

4.12 Drug-Free Workplace To Be Maintained By Contractor For Contracts Over \$10,000

The Contractor, during the performance of this Contract, agrees to:

- A. Provide a drug-free workplace for its employees.
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of Work done by the Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

4.13 Terminations

A. Termination for Default

Each term and condition is material and any breach or default by the Contractor in the performance of each such term and condition shall be considered a material breach or default of the entire Contract for which the Service Authority shall have the right to terminate the Contract immediately, without penalty or liability.

1. The Service Authority's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have fifteen (15) Days to correct same or to request, in writing, a hearing. The Purchasing Manager shall hear and act upon same within thirty (30) Days from receipt of said request and shall notify the Contractor of said action. The action by the Purchasing Manager shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Contractor of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action

as deemed necessary in the judgment of the Purchasing Manager. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the Service Authority's Contract Administrator or by the decision of the Purchasing Manager, whichever is applicable, within fifteen (15) Days of receipt of such notice of such decisions, shall result in the termination of the Contract, and the Service Authority shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract. In such event, the Contractor shall have the right to seek a judicial review of such action within thirty (30) Days of same. The Contractor shall not be found in default for events arising due to Causes of Delay (see Section 4.14).

- 2. In the event the Contractor abandons this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement or is terminated for default by the Service Authority, the Contractor shall be liable to the Service Authority against any damages incurred pertaining to such termination.
- 3. In the event that the Contractor is terminated by the Service Authority for default and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under 4.13.C and the provisions in 4.13.C shall govern.
- 4. In addition, any of the following shall constitute a default for which the Service Authority shall have the right to terminate the Contract immediately, without penalty or liability:
 - a) Contractor failure to make prompt payment to Subcontractor or Suppliers pursuant to the Contract requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.
 - b) The Contractor is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.
 - c) The Contractor makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Contractor to a third party; or the cessation by Borrower as a going business concern;.
 - d) The Contractor files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).
 - e) The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Contractor (or the making of any agreement therefor).
- B. Termination for Non-Allocation of Funds

If the Service Authority does not allocate funds for any succeeding fiscal year subsequent to the one in which a contract is entered into, then the Service Authority may terminate the Contract upon thirty (30) Days prior written notice to the Contractor. The Service Authority shall be responsible only for work performed through the date of termination.

- C. Termination for Convenience of the Service Authority
 - 1. The Contractor and the Service Authority agree that the Service Authority has the sole right to terminate any contract, or any Work or delivery required thereunder, from time to time either in whole or in part, whenever the General Manager of the Service Authority shall determine that such termination is in the best interests of the Service Authority.
 - 2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Service Authority General Manager or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date and conditions of the termination.
 - 3. Upon receipt of such notice, the Contractor shall:
 - a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the notice; and
 - b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Service Authority's Purchasing Manager; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
 - 4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, unless an extension is granted by the Service Authority's Purchasing Manager.
 - 5. The Service Authority's Purchasing Manager, with the approval of the Service Authority's signatory to the Contract, shall pay all reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
 - 6. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Service Authority's Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause.
 - 7. For all contract performance prior to the effective date of Notice of Termination, the total of:
 - a) Cost of work performed or goods delivered and accepted by the Service Authority.
 - b) The cost of settling and paying any reasonable claims as provided in this section.

- c) A sum as profit on the cost of work performed or goods delivered determined by the Service Authority's Purchasing Manager to be fair and reasonable.
- d) The total sum to be paid shall not exceed the total contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.
- 8. In the event that the Contractor is not satisfied with any payments which the Service Authority's Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Directors of the Service Authority in accordance with the <u>Dispute / Claim</u> clause of the Contract.
- 9. The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractor (s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the Service Authority whatsoever of loss or damage sustained by a Subcontractor (s) as a consequence of termination for convenience.
- D. Termination by Mutual Consent

During performance of the Contract, if the Service Authority and the Contractor mutually agree that it would be in the best interests of both parties to agree to terminate the Contract, then fair and reasonable considerations shall be negotiated and the Contract deemed completed.

- E. Termination for Cause
 - 1. If the Contractor at any time determines the Service Authority to be in material breach of this Agreement, the Contractor shall provide notice of claim to the Service Authority within three (3) Days of such breach. Such notice shall specify the precise occurrence(s) of such breach and the Owner shall have four (4) Days to cure the breach.
 - 2. This General SCADA Installation, Repair, and Preventive Maintenance Services Agreement may be terminated by either party upon seven (7) calendar Days written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.
 - 3. In the event the Contractor abandons this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement or is terminated for cause by the Service Authority, the Contractor shall be liable to the Service Authority against any damages incurred pertaining to such termination.
 - 4. In the event that the Contractor is terminated by the Service Authority for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under paragraph 4.13.C above and the provisions in paragraph 4.13.C shall govern.
 - 5. If the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement is terminated or expires during an effective and ongoing project the terms and conditions of the General SCADA Installation, Repair, and Preventive

Maintenance Services Agreement shall remain in full force and effect and shall continue to be binding.

- F. Payment Upon Termination
 - 1. In the event of any termination under Section 4.13, Contractor is entitled to invoice the Service Authority and receive full payment for all Work performed through the effective date of termination, subject to the provisions of Section 4.13.E for Termination for Cause by the Service Authority. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor. The Service Authority shall treat this invoice like an application for a progress payment, subject to retainage. The Service Authority shall not be required to release any retainage until the later of the date when the Work is finally completed by the Service Authority or another contractor, or one (1) year from the date of termination, whichever is later.
 - 2. In the event of termination by the Service Authority for convenience or by Contractor for cause, the Contractor, in addition to its entitlements under paragraphs 4.13.C and 4.13.E, Contractor may invoice the Service Authority for services and expenses directly attributable to termination, including those provided and incurred both before and after the effective date of termination. Such costs shall include terminating contracts with Contractor's Suppliers and Subcontractors that are performing services or Work required by the Contract, and other related close-out costs, however, such expenses shall not include any anticipated profit or lost opportunity costs of the Contractor. The Service Authority shall make payment to the Contractor attributable to termination from expenditures incurred by the Contractor attributable to the termination of contract for convenience.
 - 3. These remedies for termination are the Contractor's sole and exclusive remedies for termination, and the Contractor hereby waives any right to other compensation or damages in the event of termination of the Contract.

4.14 Causes of Delay

- A. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado, strike or labor dispute not involving the Contractor's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.
- B. The party affected by any Causes of Delay shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the Work hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor

to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Contractor for more than sixty (60) Days, either party may terminate this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement for convenience and shall have no further obligation hereunder. Contractor shall be entitled to request an adjustment to the project schedule as a result of any such delay.

4.15 Prime Contractor

- A. The Contractor shall act as the prime Contractor for all products, equipment, services, software or supplies marketed by other suppliers and shall assume full responsibility for the procurement and maintenance of such items or services. The Contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this Contract.
- B. The Contractor shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All Subcontractors will be subject to review by the Service Authority in regard to competency and security concerns. After the issuance of this Contract no change in Subcontractors will be made without the prior written consent of the Purchasing Manager, or designee.
- C. The Contractor shall be responsible for all insurance, permits, licenses, etc., for any and all Subcontractors. Even if the Subcontractor is self-insured, the Service Authority will require the Contractor to provide the insurance certificates.

4.16 Payments to Subcontractors

- A. In the event that the Contractor utilizes a Subcontractor for any portion of the Work under this Contract, the Contractor shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Contractor by the Service Authority for work performed by a Subcontractor under the Contractor:
 - 1. Pay a Subcontractor for the proportionate share of the total payment received from the Service Authority attributable to the work performed by that Subcontractor under the Contractor; or
 - 2. Notify the Service Authority and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- B. Upon receiving a written notice from the Subcontractor, the Contractor shall pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Service Authority for work performed by a Subcontractor under this Contract, except for amounts withheld under subsection 4.16.A.2 of this section. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this section will not be construed to be an obligation by the Service Authority. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.

- C. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 3.0% per annum. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to otherwise be subject to the same payment and interest requirements set forth in this section with respect to each lower-tier Subcontractor.
- D. Any subcontract with a Subcontractor shall afford to the Contractor rights against the Subcontractor which correspond to those rights afforded to the Service Authority against the Contractor herein, including but not limited to those rights of termination as set forth herein.
- E. No reimbursement shall be made to the Contractor for any Subcontractors that have not been previously approved by the Service Authority for use by the Contractor.

4.17 Acceptance of Service

All deliverables shall bear the name of Contractor except for deliverables prepared by a Service Authority authorized Subcontractor, which shall be properly identified as such and submitted by Contractor. The Service Authority shall determine the acceptability of all Deliverables.

4.18 Payment Terms

- A. The Service Authority will remit full payment on all undisputed invoices in accordance with the terms of this Contract.
- B. The Service Authority will pay interest at a rate of 3.0% per annum on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND a properly completed invoice.

4.19 Material and Workmanship

- A. The Contractor is solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished under this Contract. The Contractor shall, without additional considerations, correct or revise any errors, omissions or other deficiencies in their services and/or products.
- B. All equipment, material, and articles that the Contractor may incorporate into the performance of the contractual requirements shall be new and of the most suitable grade for the purpose intended. The term "new" is defined as of original nature, unused, not previously owned, and free of any damages or defects. <u>The use of such used equipment, materials and articles under this Contract is strictly prohibited.</u>
- C. The Contractor shall be responsible for all Materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by the Service Authority.

4.20 Modifications or Changes to the Contract

A. All modifications and changes to this Agreement shall be in writing.

- B. The Service Authority's General Manager or his designee shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order".
- C. Change Orders shall be limited to reasonable alterations in the work to be performed, compensation or the time of performance.
- D. The Contractor shall not perform any work described in any Change Order unless it has received a signed Change Order and purchase order from the Service Authority.
- E. Once final payment has been requested and made, the Contractor only has sixty (60) Days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority shall consider that the Contractor has waived any right to claims against the Service Authority concerning the Contract.

4.21 Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances

- A. The Service Authority shall have the power to make changes to this Contract as the result of changes in laws or Ordinances of the Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.
- B. The Service Authority shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.
- C. In the event any future change in Federal, Commonwealth of Virginia or Prince William County law or the Ordinances that materially alters the obligations of the Contractor, or the benefits to the Service Authority, then the Contract shall be amended consistent therewith.
- D. Should those amendments materially alter the obligations of the Contractor, then the Contractor or the Service Authority shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. The Service Authority and the Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the Service Authority and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this section.

4.22 Waiver of Claims

Once final payment has been requested and made, the Contractor only has sixty (60) calendar Days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority will consider that the Contractor has waived any right to claims against the Service Authority concerning the Contract.

4.23 Disputes and Claims

- A. If the Contractor wishes to make a contractual claim, whether for extra compensation, damages or any other relief, he shall give Service Authority Contract Administrator Notice in strict accordance with the Contract Documents. The Contractor's failure to comply strictly with the requirements of the Contract shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.
- B. Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under this Agreement. The parties voluntarily waive any and all rights to a trial by jury. The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Service Authority's decisions.
- C. No Claims Against Individuals: No claim whatsoever shall be made by the Contractor against any officer, Board Member, Authorized Representative or employee of Service Authority for, or on account of, anything done or omitted to be done in connection with this Contract, and the Contractor shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this section.
- D. Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.
 - 1. Claims Resolution Procedures
 - a) In accordance with section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by section 2.2-4365, VA Code Ann.
 - b) Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving

rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.

- c) Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator.
- d) The decision of the Contract Administrator shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Contractor.
- e) If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may appeal the claim with the Service Authority's Chief Financial and Business Operations Officer within thirty (30) Days of the Contract Administrator's decision.
- f) The Service Authority Chief Financial and Business Operations Officer's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the claim from the Contractor.
- g) If the Contractor is not satisfied with the decision or resolution of the Chief Financial and Business Operations Officer, the Contractor may appeal the claim to the Service Authority General Manager within thirty (30) Days of the Chief Financial and Business Operations Officer's decision. The Contractor may submit the appeal to the Service Authority General Manager by mailing or otherwise furnishing the Chief Financial and Business Operations Officer a copy of the claim and a request for the Service Authority General Manager's determination.
- h) The Service Authority General Manager's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the appeal from the Contractor, and shall be final and binding on behalf of Service Authority, unless the Contractor files a lawsuit against the Service Authority.
- i) Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.
- j) In accordance with the provisions of section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Service Authority Board of Directors of the Service Authority arising out of this Contract.

4.24 Compliance with Occupational Safety and Health (OSHA) Requirements

- A. All services, practices and items furnished shall comply with the Federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will <u>not</u> relieve the Contractor of their responsibilities.
- B. Suppliers/providers including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

C. The Contractor certifies that all Materials and equipment used in the performance of and/or delivered under this Contract shall meet all applicable OSHA or Commonwealth of Virginia requirements. If any material or equipment is subsequently found to be non-compliant with any applicable OSHA or Commonwealth of Virginia requirement, all costs necessary to comply with the requirement shall be borne solely by the Contractor.

4.25 Records and Right to Audit

- A. Contractor shall maintain and require Subcontractors to maintain complete and correct records, books, documents, papers and accounts pertaining to the Work performed in connection with this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement including without limitation, reasonable substantiation of all incurred invoice costs pre-approved by the Service Authority.
- B. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Service Authority or any authorized Service Authority representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the Service Authority of any fees or expenses based upon such entries.
- C. Audit under this provision is to be according to conditions applicable, including, but not limited to, the Section entitled "Termination for Cause", the Section entitled "Termination for Convenience", and EXHIBIT D "Invoicing Procedures", plus all other General SCADA Installation, Repair, and Preventive Maintenance Services Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.
- D. Audit access to the Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy the Service Authority that all quantities meet the specifications and terms under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement including verification of the Contractor's payments to its suppliers and Subcontractors. The Contractor shall remit promptly to the Service Authority the amount of any adjustment resulting from audit.
- E. Refusal of the Contractor to comply with the provisions in this Section shall be grounds for immediate termination for cause by the Service Authority of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- F. Records pertaining to Hourly Rates and Contractor's personnel information shall be made available to the Service Authority to allow audit of the Work, provided that Service Authority shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.

G. The provisions of this Section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.26 Strikes or Lockouts

The Service Authority will <u>not</u> compensate the Contractor for any expense or delay caused to the Contractor by a strike, slowdown, lockout, or other concerted employee work interrupting activity by employees of the Contractor or Subcontractor except adjustment of the Contract time where warranted, which shall be solely at the Service Authority's discretion.

4.27 Ownership of Documents/Deliverables

- A. All contracts and subcontracts for the preparation of reports, studies, plans, drawings, Specifications, or other data entered into by the Contractor for a project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered Work Product and become the property of the Service Authority.
- B. All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, Drawings, surveys, maps, models, photographs, Specifications, and all other data pertaining to or prepared for the Service Authority or furnished by the Contractor pursuant to this Agreement or any Work shall be and shall remain at all times, throughout the life of the Contract and thereafter, the property of the Service Authority, whether the project for which they are made is completed or not, and shall be delivered by the Contractor to Service Authority within ten (10) calendar Days after receipt of written notice requesting delivery of said documents.
- C. The Contractor shall have the right to keep one (1) record set of the documents upon completion of the Work; however, in no event shall the Contractor use or permit to be used, any of the documents without the Service Authority's written authorization.
- D. Any reuse of such documents by the Service Authority without the written verification or adaptation by the Contractor for the specific purpose intended will be at the Service Authority's sole risk.
- E. At the conclusion of its Work and before final payment, or from time to time as may be required by the Service Authority, the Contractor shall release and deliver to the Service Authority any and all such originals, provided, however, that the Contractor may, with the Service Authority's approval, reproduce such originals for the purpose of the Contractor's record file of the Work. The Contractor shall not sell, copy, or reuse any Drawings in total or in part for any other project, except with the prior written permission of the Service Authority.
- F. Except as otherwise agreed and documented with respect to the Service Authority's Materials and Work Product or Works Made for Hire, Contractor shall retain all right, title and interest, including all Contractor Intellectual Property Rights, in and to the Contractor Material.

G. Any of the Contractor's Intellectual Property incorporated into or delivered to the Service Authority as Work Product or Works Made for Hire shall be licensed to the Service Authority without additional cost for reasonable use in the course of its business.

4.28 Authorized Workforce Documentation (E-Verify)

Within five (5) Days from notice of award of the Contract, the Contractor may be required to submit to the Procurement Officer documentation that each employee, worker, and all Subcontractors or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services <u>E-Verify</u> website.

4.29 Material Breach

If the Contractor at any time determines the Service Authority to be in material breach of this Agreement, the Contractor shall follow provisions outlined in Section 4.13. E.1.

4.30 Right to Require Performance

The failure of the Service Authority at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the Service Authority thereafter to enforce same nor shall waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

4.31 Waiver

- A. No Oral Waivers. The parties may waive this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.
- B. Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or stopped of any right, remedy or condition.
- C. Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

4.32 Service Authority's Responsibilities

A. Assist the Contractor by placing at its disposal all reasonably available information as may be requested in writing by the Contractor and allow reasonable access to all pertinent information relating to the services to be performed by the Contractor. Contractor shall use and rely on such information for informational purposes only and shall carefully review, analyze, and verify the contents and suitability of the information before proceeding with the Work.

- B. Furnish to the Contractor, at the Contractor's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Contractor.
- C. Arrange for access to and make all reasonable provisions for the Contractor to enter upon Service Authority's public property as required for the Contractor to perform services.
- D. In the event that Contractor believes the Service Authority is not reasonably complying with the requirements of the sections above, Contractor shall immediately provide written notice of such non-compliance to the Service Authority.
- E. The Service Authority reserves the right to use either directly, or through assignment to another entity, any Subcontractor of the Contractor to perform work outside of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, as required and as deemed appropriate by the Service Authority.

4.33 Avoidance of Conflicts of Interest

- A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for the Service Authority. The Contractor shall conscientiously avoid a conflict of interest with regard to work for the Service Authority, but when unavoidable, the Contractor shall take the following action:
 - 1. Disclose in writing to the Service Authority the full circumstances as to possible conflict of interest;
 - 2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the Service Authority; and
 - 3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the Service Authority.
- B. The Contractor shall promptly inform the Service Authority of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to the Service Authority.
- C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.
- D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with the Service Authority in connection with Work for which they are responsible.
- E. The Contractor and its employees shall be bound by the provisions of the Service Authority Code of Ethics provided in the Service Authority's purchasing regulations, as may be amended from time to time, which standards shall by this reference be made a part of this

General SCADA Installation, Repair, and Preventive Maintenance Services Agreement as though set forth in full.

F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

4.34 Exclusive Service

- A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for the Service Authority. The Contractor shall conscientiously avoid a conflict of interest with regard to work for the Service Authority, but when unavoidable, the Contractor shall take the following action:
 - 1. Disclose in writing to the Service Authority the full circumstances as to possible conflict of interest; and
 - 2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the Service Authority; and
 - 3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the Service Authority.
- B. The Contractor shall promptly inform the Service Authority of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to the Service Authority.
- C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.
- D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with the Service Authority in connection with Work for which they are responsible.
- E. The Contractor and its employees shall be bound by the provisions of the Service Authority Code of Ethics provided in the Service Authority's purchasing regulations, as may be amended from time to time, which standards shall by this reference be made a part of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement as though set forth in full.
- F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

4.35 Insurance

- A. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.
- B. The Contractor shall comply with the insurance requirements set forth in Section 4.36 below.

- C. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith.
- D. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Contractor's action, omission, commission, or operation of the Contractor under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, or in connection in any way whatsoever with the contracted work.

4.36 Insurance Limits of Liability

A Certificate of Insurance with limits as specified in EXHIBIT C shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT C or greater where required by law.

4.37 Additional Insurance Terms and Conditions

- A. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- B. The Contractor shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.
- C. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Service Authority's Procurement Department before any work is started.
- D. The Contractor shall obtain and retain copies of insurance policies of its Subcontractors, which Contractor shall make available to the Service Authority on demand. The Contractor may redact certain confidential information, provided such redaction will not impact the Service Authority's ability to understand the insurance coverage terms. The Contractor shall remain responsible under this Agreement for acts and omissions of its Subcontractors. The Contractor shall ensure the same terms and conditions are conveyed to all Subcontractors, to include all insurance requirements and limits described in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- E. In the event of a claim the Contractor will provide on demand, copies of all insurance coverage on behalf of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement within ten (10) Days of demand by the Service Authority. These copies will be sent to the Service Authority from the Contractor's insurance agent or representative. The Contractor may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact the Service Authority's ability to understand the coverage terms.

- F. The Contractor shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Service Authority's Procurement Department.
- G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the contract term, the Service Authority shall have the absolute right to terminate this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement at time of termination.
- H. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this Section or under any other section or provisions of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- I. Contractual and other liability insurance provided under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractor.
- J. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Service Authority. The Contractor shall be as fully responsible to the Service Authority for the acts and omissions of its Subcontractor and of person employed by them as it is for acts and omissions of persons directly employed by it.
- K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- L. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- M. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Service Authority's Procurement Department, may be considered.
- N. The provisions of this Section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.38 Representative of Service Authority and Contractor

- A. The Service Authority Contract Administrator designates the Service Authority's Project Manager, as the person to whom all communications pertaining to the Day-to-Day conduct of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be addressed.
- B. The Contractor appoints the Contractor Project Manager, as specified in this Agreement, as the Contractor's Representative to whom all communications pertaining to the Day-to-Day action of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be addressed.

4.39 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be predicated upon any prior representations or agreements whether oral or written.

4.40 Contractor's Responsibilities

- A. The Contractor shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement which as a matter of law are applicable to or which affect the procedures of the Contractor.
- B. The obligation of the Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.
- C. The Contractor shall employ fully qualified, skilled and properly trained personnel capable of performing the required Work as identified herein. The Contractor is responsible for the conduct of all personnel, including Subcontractors, while on the jobsite. The Contractor is responsible for the actions and interactions of its employees and Subcontractors with Service Authority staff, its customers, suppliers and Contractors. The Contractor shall ensure that its employees and Subcontractors behave professionally and consistent with the Service Authority's vision and values in all Work performed on its behalf. The Service Authority reserves the right to reject Contractor's personnel that the Service Authority determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. The Service Authority further reserves the right to request that Contractor replace any worker deemed unsuitable by the Service Authority.

D. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as exercised by members of the same profession currently practicing under similar circumstances.

If at any time during the term of any contract for which the Contractor has provided work, it is determined that the Contractor's Deliverables, Work Product or services fail to conform to the above <u>standard of care</u> for the Work, upon written notice from the Service Authority, the Contractor shall immediately proceed to correct the Work, re-perform the Work which fail to satisfy the foregoing <u>standard of care</u>, and shall pay all costs and expenses associated with correcting said Work.

The Service Authority's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this General SCADA Installation, Repair, And Preventive Maintenance Services Agreement, equity or otherwise.

- E. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- F. Any and all Drawings, plans, Specifications, or other construction documents or Deliverables prepared by the Contractor shall conform to the standard of care in Section 5.39.3 above. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the Service Authority.
- G. Information provided by the Service Authority is for informational purposes only. The Contractor shall be responsible to validate or field verify key information as specified in each work agreement. When documenting in reports or technical memoranda, the Contractor shall identify the data used and whether it has or has not been validated or field verified. The Contractor shall identify data requirements that would improve the accuracy of recommendations and cost estimate of the Work, when data used has not been validated or field verified. The Contractor shall sign and execute the Service Authority's Data Usage Agreement, a Service Authority's document outlining the Service Authority's processes, procedures and policies regarding Service Authority data.
- H. Contractor shall provide seven (7) copies of any written studies furnished under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement in a format acceptable to the Service Authority.
- I. Key Personnel: Prior to the execution of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, and prior to the commencement of any work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the Contractor shall submit a listing of all Key Personnel expected to be assigned to Work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement. All employees of the Contractor performing Work

under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number.

- J. The Contractor shall not add, remove or reassign the Contractor's Key Personnel, as defined herein, from performance or positions in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement without written approval from the Service Authority.
- K. In addition, the Contractor shall submit a formal written request to the Service Authority prior to adding, removing and/or reassigning Contractor personnel as specified below.
- L. Contractor shall submit a formal written request to the Service Authority no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Contractor shall add, remove or reassign such Key Personnel only after receiving approval in the form of a written modification from the Service Authority. Replacement Personnel shall have equal quality professional experience and expertise to perform the services, subject to the Service Authority approval.
- M. Key Personnel are defined, as those individuals assigned as follows:

Name	Function/Title
Don Li	Project Manager

- N. The Contractor shall designate a Contractor's Project Manager (designated as Key Personnel in Section 4.40.M) subject to the Service Authority's approval. So long as the Project Manager performs in a manner acceptable to the Service Authority and remains in Contractor's employment, the Contractor shall comply with the requirements above.
- O. Project Team: Prior to the execution of this Agreement, and prior to the commencement of any Contractor Services under this Agreement, the Contractor shall submit a list of all Project Team personnel expected to be assigned to perform Contractor Services under this Agreement for Service Authority's review and approval. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number. The Contractor shall not add, remove, or reassign the Project Team personnel, as defined herein, from performance or positions in this Agreement without approval of the Service Authority.
- P. All Contractor personnel assigned to the Work are subject to approval by the Service Authority prior to performing any Work. The Contractor shall immediately replace any proposed Contractor personnel not approved by the Service Authority with personnel acceptable to the Service Authority and the Service Authority shall not be responsible for any payment for Work performed by Contractor personnel not approved by the Service Authority prior to commencement of such performance. The Contractor shall remove any Contractor personnel from performing any Work if requested by the Service Authority

which notice shall be at the Service Authority's sole discretion. The Contractor shall provide resumes and other supporting documentation, if requested by the Service Authority, for any Contractor personnel proposed to do Work or currently working on Service Authority Work. All subsequent Task Orders shall use only the Service Authority approved Authorized Personnel listed in the Agreement.

- Q. In performance of Work (including labor work of Contractor employees and/or Subcontractors) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Contractor and approved in advance in writing by the Service Authority General Manager or his designee.
 - 1. Upon approval, the Service Authority and Contractor shall negotiate and agree upon applicable compensation (labor rate limits and Multiplier factor) prior to any Work being performed outside the United States under this Contract.
 - 2. The Contractor shall provide to the Service Authority for its approval, any and all security measures proposed to preserve the Service Authority's assets in performance of the Work.
- R. The Contractor shall perform the required services in fulfilling the Work requirements and shall notify the Service Authority in advance of performing any Work activities beyond the scope of the work requirements.
- S. The Contractor is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.
- T. Contractor covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of software of the same general nature and complexity.
- U. The Contractor further covenants that Contractor shall not knowingly introduce through any means, any virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable ("Harmful Code") the software or any Service Authority data or other intellectual property used by Service Authority. In the event Contractor introduces such Harmful Code, Contractor shall immediately, and at Contractor's sole expense, replace and install all copies of the software containing the Harmful Code.
- V. Notwithstanding anything else contained in this Agreement, the covenants and warranties in paragraph 4.40.V and 4.40.W shall be deemed to be a warranty for current and future performance and shall continue until and for so long as Contractor is engaged to provide services to Service Authority with respect to the software developed hereunder, including the maintenance and enhancement thereof.
- W. The Contractor has access to all materials, equipment and labor necessary to complete the Work within the Contract Times

4.41 Certifications of Wage Rates

Signature of this Agreement by the Contractor certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the Service Authority determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The Service Authority shall exercise its rights under this clause within three (3) years following final payment.

4.42 Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<u>For Contractor</u> E-Merge Systems, LLC Attn: Operations 100 Global View Drive, Suite 200 Warrendale, PA 15086-7612	With Copy to
For Service AuthorityPWCSAAttn: Procurement Department4 County Complex CourtWoodbridge, VA 22192	With Copy to Bean Kinney & Korman PC Attn: Mr. Mark Viani 2311 Wilson Blvd., Suite 500 Arlington, VA 22201

4.43 Confidentiality

- A. The Service Authority is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act ("Virginia FOIA") and VPPA Section 2.2-4342, Public Inspection of Certain Records.
- B. Except as provided in the VPPA Section 2.2-4300 et seq., all proceedings, records, contracts and other public records relating to the Service Authority's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.
- C. The Contractor may seek protection from disclosure of its trade secrets or proprietary information submitted to the Service Authority in connection with this Agreement, the

procurement of the same, and its services hereunder; provided, however, that the Contractor must:

- 1. Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials,
- 2. Identify the data or other materials to be protected, and
- 3. State the reasons why the protection is necessary.
- D. If Contractor, when submitting materials to the Service Authority, requests that those materials not be disclosed under applicable law, the Service Authority consequently denies a request for the disclosure of such materials based on the Contractor's request, and the Service Authority's denial of the request for disclosure is challenged in court, the Contractor shall indemnify, hold harmless and defend the Service Authority, its officers, directors and employees from any and all costs, damages, fees and penalties (including but not limited to any attorneys' fees and other costs related to the litigation) relating thereto.
- E. The Service Authority shall determine whether materials submitted by the Contractor are subject to disclosure in the Service Authority's sole discretion, and the Service Authority shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- F. The Service Authority, its officers, directors and employees shall have no liability to the Contractor for such disclosure of materials provided by the Contractor.
- G. The Service Authority reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Contractor and the applicability of Virginia FOIA, VPPA and this Agreement, with all such costs and expenses of doing so being at the sole expense of the Contractor.
- H. Confidential Information means with respect to the Service Authority, all business and technical information of the Service Authority provided to Contractor in performance of the Work which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Contractor, all business and technical information of Contractor provided to the Service Authority in connection with the performance of the Work including the Intellectual Property Rights which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.
- I. The parties shall:
 - 1. Keep, and not disclose to any third parties, any Confidential Information of the other party;
 - 2. Maintain and use the Confidential Information of one another only for the purposes of this Agreement and only as permitted herein;
 - 3. Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;

- 4. Restrict access and disclosure of Confidential Information to their employees or agents who have a "need to know"; and
- 5. Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other's Confidential Information from being disclosed or used in violation of this Agreement; provided, however, that Contractor may disclose Service Authority's Confidential Information to its Subcontractors who are involved in performing any Services on behalf of Contractor, have a need to know such Confidential Information in order to carry out their responsibilities and have included this confidentiality clause in their contract with the Contractor.
- J. The parties shall return or destroy all Confidential Information of the other party upon termination of this Agreement or upon written request of the other party.
- K. Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this Agreement.
- L. If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Agreement, the receiving party shall:
 - 1. Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
 - 2. Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.
- M. In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.
- N. The Contractor shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project(s) or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Contractor shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Contractor pursuant to this Agreement. The Contractor further acknowledges and agrees that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Contractor or anyone for whom it is responsible, and therefore the Contractor agrees to pay any and all actual damages, costs or losses

suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the termination or expiration of this Agreement.

- O. The Contractor shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner's personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this Agreement.
- P. In its performance of Work under this Agreement and any applicable Task Order, if the Contractor is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Agreement, under no circumstance shall the Contractor offer unsolicited written comments, opinions or testimonials other than what is specifically requested, or without the express written consent of the Service Authority. This requirement shall survive the termination or expiration of this Agreement.

4.44 Headings

Headings are for convenience of reference only and shall not be considered in any interpretation of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.45 Exhibits

Each Exhibit referred to in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement forms an essential part of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement. The Exhibits, if not physically attached, should be treated as part of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and are incorporated by reference.

4.46 Counterparts

This General SCADA Installation, Repair, and Preventive Maintenance Services Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

4.47 Words and Phrases

Where the words "required", "approved", "approval", "satisfactory", "determined", "acceptable", or words of like import are used in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, action by the Service Authority is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its contractual responsibilities for performance of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

Wherever it is provided in the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement that the Contractor shall perform certain work "at its own expense", or "without charge", or that certain work will not be paid for separately, such words mean that the Contractor shall not be entitled to any additional compensation from the Service Authority for such work.

4.48 Notice of Commencement/Notice to Proceed

Contractor shall not commence the Work until:

- A. All insurance to be furnished hereunder has been approved by the Service Authority;
- B. Contractor has received a Service Authority purchase order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the Service Authority for Work under the Agreement; and,

4.49 Nonwaiver of Defaults (NOT USED)

4.50 Patent Indemnity

Subject to the limitations set forth in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the Contractor shall indemnify, save harmless and defend the Service Authority and the Service Authority officers, agents and employees (collectively "Service Authority Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any infringement of any patent or patents related in any manner to the subject matter of the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement documents prepared by the Contractor; provided, however, that any Service Authority Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys of either party's own selection at its own expense.

In case any deliverable, document or other Work Product produced by or recommended by Contractor as part of its services provided under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, is held to constitute infringement of any patent or patents and its use on or for the Service Authority's project is enjoined, the Contractor shall, at its sole expense, either procure for the Service Authority the right to continue using the equipment, material, or facility that contains the infringement, replace the same with non-infringing equipment, material or facilities, or modify it so it becomes non-infringing.

The provisions of this Section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.51 Contractor's Equipment and Facilities

A. The Contractor's and all Subcontractors' equipment shall be maintained in safe and good working order for the particular operating conditions. Use of equipment not meeting these requirements shall be discontinued until repaired. The Service Authority reserves the right

to immediately direct the Contractor to discontinue the use of any substandard and/or unsafe equipment.

- B. As requested by the Service Authority, the Contractor shall, at its own expense, repair or replace any substandard equipment used in performance of the work under this Agreement.
- C. All commercial motor vehicles shall meet all U.S. Department of Transportation (DOT) and Virginia Department of Transportation (VDOT) requirements.

4.52 Use of Service Authority's Equipment or Facilities

- A. Circumstances may arise where the Contractor requests the Service Authority to make available to the Contractor certain equipment or facilities belonging to the Service Authority for the performance of the Contractor's work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
- B. If the Service Authority agrees to such request, the equipment or facilities will be charged to the Contractor at agreed rental rates. Under such circumstances, the Contractor shall assure itself of the safety of such equipment before use and shall assume all risks and responsibilities in its use of the equipment.
- C. The Contractor hereby agrees to indemnify the Service Authority from any liabilities that may arise from the Contractor's use and upon its return to the Service Authority to establish its condition and substantiate whether or not any part of the equipment used by the Contractor has been overstressed or damaged in any way as a result of its use, other than ordinary wear and tear. The cost of repairs or replacement to correct such overstress damage resulting from such use shall be at the Contractor's expense.
- D. The provisions of this sub section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.53 Contractor's Security Responsibilities

- A. The Contractor shall at all times conduct its operations under the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property and/or documents. The Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of the Service Authority.
- B. The Contractor shall comply with all applicable laws and regulations. The Contractor shall cooperate with the Service Authority on all security matters and shall promptly comply with any project security requirements established by the Service Authority.
- C. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be

construed as limiting in any manner the Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

- D. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to the Service Authority within six (6) hours of becoming aware of the incident.
- E. Representatives and employees of the Contractor must enter the Service Authority property through an entrance designated by Service Authority, and must adhere to all security rules and regulations, and Contractor agrees to comply and cause compliance by its Subcontractors therewith.
- F. The Contractor may obtain authorization for trucks and other vehicles to enter the Service Authority's property subject to compliance with the Service Authority's rules and regulations.
- G. The Service Authority will accept no responsibility for replacement of, protection to, or policing of, the Contractor's equipment, tools or materials which are furnished or used in its work at the Service Authority's property.
- H. The Contractor shall conduct, or has conducted, a criminal background check at its own expense on each of its employees engaged in performing Work under this Contract prior to the commencement of such services. No Contractor employee shall be eligible to perform Work for the Service Authority if he or she, to the Contractor's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.
- I. The Contractor also agrees that all of its contracts or other agreements with Subcontractors and vendors shall prohibit the Subcontractors and vendors from assigning any employee providing services for the performance of Work for this Agreement without first performing or obtaining a criminal background check on such employee.
- J. In addition, the Contractor shall not tolerate any inappropriate behavior on the Service Authority's public property and shall immediately remove from the property any Contractor personnel who is found to be engaging in any inappropriate behavior.

4.54 Damage of Property

The Contractor shall replace any lost or stolen property, repair any damage of whatever kind or character, whether publicly or privately owned, including the property of the Service Authority, to the extent caused by its operations (including its Subcontractors).

The provisions of this Section shall survive termination, cancellation and expiration of this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.55 Inspection of Work

The Service Authority shall at any and all times have access to the Work being performed under this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, and all aspects thereof and to the premises affected thereby, for inspection purposes including the utilization at the Service Authority's expense of third-party inspectors, and the Contractor shall provide proper facilities for such access and inspection.

4.56 Cooperation

Service Authority or other parties may perform work, including the normal operations of the Service Authority, in the vicinity of or on the premises affected by this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, and the Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. The Service Authority reserves the right to require the Contractor to schedule the order of performance of its work in such a manner as will minimize interference with the work of any of the parties involved and the Contractor acknowledges that such interferences will not constitute cause for additional compensation to the Contractor.

4.57 Progress

- A. If requested by the Service Authority's Project Manager, prior to commencement of the Work, the Contractor shall prepare and submit to the Service Authority for approval, a progress schedule indicating the proposed dates for the starting of and completion of the various parts of the Work outlined herein.
- B. The Contractor shall give the Service Authority full information in advance as to its plans for performing each part of its Work. If at any time the Contractor's progress is inadequate to meet the requirements of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the Service Authority may so notify the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by the Service Authority, the Contractor does not improve performance to meet the currently approved General SCADA Installation, Repair, and Preventive Maintenance Services Agreement Schedule, the Service Authority may require an increase in the Contractor's labor force, the number of shifts, overtime operations or additional Days of work per week. Neither such notice by the Service Authority nor the Service Authority's failure to issue such notice shall relieve the Contractor of its obligations to achieve the quality of work and rate of progress required by this General SCADA Installation, Repair, and Preventive Maintenance Service and Preventive Maintenance Service Servic
- C. Failure of the Contractor to comply with the Service Authority's instructions may be grounds for termination, in accordance with the applicable provisions of this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.58 Assignment Upon Termination

The Contractor Work Product shall become the property of the Service Authority upon payment for services performed, as they are performed and the Contractor shall within ten (10) working Days of receipt of written direction from the Service Authority, delivery to either the Service Authority or its authorized designee, all Work Product in its possession, including but not limited to, designs, Specifications, Drawings, studies, reports and all other documents and data in the possession of the Contractor pertaining to such work agreement. Upon the Service Authority's request, the Contractor shall additionally assign its rights, title and interest under any Subcontractor's agreements to the Service Authority.

4.59 Order of Precedence

In the event of an inconsistency between provisions of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the inconsistency shall be resolved in the following order:

A. Change Order	B. Agreement	C. Addendum/Addenda
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D. Solicitation

4.60 Severability

If any term or provision of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be deemed valid and enforceable to the extent permitted by law. IN WITNESS WHEREOF, the parties hereto have made and executed this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement on the respective dates under each signature: The Service Authority, signing by and through its General Manager, attested to by its Service Authority Notary, duly authorized to execute same and by Contractor by and through its duly authorized officer(s) to execute same.

This Agreement will be effective on <u>August 3.</u> (which is the Effective Date of this Agreement).

Contractor E-MERGE SYSTEMS, LLC

By:	Mandy Lynn Urey	Vice President
Бу	NAME	TITLE
	DocuSigned by:	8/3/2022
By:	Mandy Lynn Uny 64BF3736F5044F5	6/ 3/ 2022
	SIGNATURE	DATE

<u>Service Authority</u> PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By:	Jerry Stokes	Procurement Manager
	NAME	TITLE
By:		8/03/202
	SIGNATURE	DATE

EXHIBIT A SCOPE OF WORK

1. General:

The Contractor shall provide all mobilization, demobilization, supervision labor, permits, tools, travel, materials, equipment, supplies, incidentals, storage, PPE, delivery, hardware, software, resources and workmanship. The Contractor shall provide complete and satisfactory performance of various types of General SCADA Installation, Repair and Preventive Maintenance Services. The Contractor shall provide the necessary means and methods (i.e., ladder, scaffolding, lifts, demolition) to accommodate access for all Work, and shall make available to its personnel all standard tools of the trade and trade consumables, accessible to ensure completion of the Work.

2. Qualifications:

The Contractor shall be a "systems integrator" regularly engaged in the design, programming, installation, and maintenance of SCADA Systems, PLCs, VFDs, RVSS, instrumentation systems and their associated subsystems as they are applied to the municipal water and wastewater industry.

The Service Authority defines a "systems integrator" as an organization that complies with all of the following criteria:

- A. The Contractor's personnel shall have a minimum of 5 years demonstrable experience with general process instrumentation, computers, software and configuration/implementation of Schneider EcoStruxure GeoSCADA Expert (Formerly ClearSCADA), Modicon M340/M580 programmable logic controllers, Modicon Magelis HMIGTO series touchscreen panels, and Modicon HMISCU series HMI controllers, DNP3 and Modbus Protocols, with documented experience in the municipal water and wastewater industry.
- B. The Contractor's key personnel shall hold ISA Certified Control Systems Technician (CCST) Level certification or have a minimum of 10 years of verifiable system startup experience.
- C. Key personnel shall include, as a minimum, the lead field technician.
- D. The Contractor has successfully completed Work of similar or greater complexity on at least three (3) previous projects within the last five years. Successful completion shall be defined as a finished project completed on time, without any outstanding claims or litigation involving the Contractor. These projects must include work on Modicon M340 PLCs, Magelis HMIGTO series touchscreen panels, and Modicon HMISCU series HMI controllers.
- E. The Contractor at a minimum has been actively engaged in this type of Work specified for the last five years.

- F. The Contractor shall maintain a permanent, fully staffed and equipped service facility within 200 miles of Prince William County with full time employees capable of designing, fabricating, installing, calibrating and testing the systems that maybe required.
- G. The Contractor shall provide on-site response within 6 hours of notification.
- H. The Contractor at a minimum shall hold or make available a valid UL-508 certification for their panel fabrication facility. If their fabrication work is handled by a subcontractor, Contractor shall provide subcontractors valid UL-508 certification for their facility where SA panels will be made.
- 3. Scope of Services:
- 3.1. The Work assignments will vary in size as needed. The Service Authority reserves the right to combine Work orders requiring the same trade(s) and general location to minimize the impact and achieve the needed Work assignment(s).

Work assignments will include, by way of illustration and not limitation, projects such as:

- A. SCADA System(s):
 - 1. Services shall be performed on an as-needed basis.
 - 2. Services shall include but not be limited to analysis, electrical, mechanical, components, cabling, wiring, configuration, general design, schematic design, PLC programming, modification design, PC based SCADA systems, logic controllers, instrumentation, control panels, control systems, VFDs, Reduced Voltage Soft Starters (RVSS), Operator Interface Terminals (OITs), CCTV systems integration, upkeep, repair, general programming, system modifications, maintenance, licenses, system integration, firmware assistance, device drivers, patches, security, service packs, revisions, database support, testing, assembling, loading, upgrades, training and on-call technical support.
 - 3. The Contractor shall understand that various Work activities must be executed in a proper sequence so that all systems related to SCADA communications, at all remote sites, are maintained throughout the project. Various threads of Work may sometimes proceed simultaneously only if the specific dependencies for communications are completed, tested in proper operation.
 - 4. The Contractor shall specifically designate someone to be available for on-call support.
 - 5. All projects shall be staffed according to their size and complexity.
 - 6. The Contractor shall provide quality assurance for all Work. The Contractor shall assure that Quality control is an integral part of the Contractors engineering, production, installation, maintenance, programing and testing.

B. Preventative Maintenance:

The Contractor, when requested shall assist Owner on designing, developing and implementing a Preventative Maintenance Program.

The Contractor shall, when requested, provide some or all services including but not limited to, PLC firmware upgrades/updates, making minor PLC adjustments, PLC programming, troubleshooting Diagnostics, equipment replacements.

The Contractor shall provide, when requested, any other preventative maintenance Work not listed herein.

C. Additional Work Requirements:

In addition to the above illustrations, the Contractor may be requested to provide, in support of the Work, other general services as part of the installation, programming, renovation or repair and shall include, but not be limited to, demolition, removal and disposal of debris; temporary protection as needed for adjacent Work, compatible products or materials with existing systems and/or materials, providing the required documents, plans, paperwork to the local all utility providers, coordinate excavation and/or grading; communicate with local utility and local property owner if required, provide labeling of equipment and/or signage that maybe requested.

- 3.2. The Contractor shall notify and schedule five (5) days in advance of any outage with the Owner when the interruption causes the least interference with business operations and routines. The outage shall not start until Contractor has coordinated and received in writing an approval from the Owner prior to implementing.
- 3.3. The Contractor shall provide temporary power, as required, for the Work.
- 3.4. The Contractor shall investigate and assess the condition of the Work area before providing a proposal.
- 3.5. All Work specified herein will be paid for at the contracted firm-fixed hourly rates as indicated in the ATTACHMENT B, PRICING SCHEDULE.
- 4. Schedules:
- 4.1. The Contractor shall submit when required by the Owner a type two (2) bar Chart schedule established in Microsoft Project outlining all activity required for the Work.
- 4.2. The Contractor shall submit a schedule of values associated with any proposals.

- 4.3. When the Contractors schedule and/or schedule of values are accepted then the Contractor and Owner shall agree upon the percentage of each installed item or progress per pay period.
- 5. Safety:

The Contractor shall abide by all local governing regulations and OSHA safety requirements, including 100% Safety Glasses, personal protective equipment (PPE), Lock out tag out, fall protection requirements, Drug and Alcohol Abuse Policy and any other requirements required by Owner.

- 5.1. The Contractor's on-site staff must currently hold OSHA 30-Hour Safety Certification. The Contractor's staff remains current for the duration of their Work. Certifications for personnel shall be provided when requested by Owner.
- 5.2. The Contractor and all lower tier Subcontractors will comply with the requirements of 30hour OSHA Certifications. Certifications for personnel on site shall be provided when requested by Owner.
- 5.3. All safety accidents and violations occurring under this resulting contract shall be reported immediately to the Service Authority Project Manager.
- 6. Coordination of Work:
- 6.1. The Contractor shall plan and coordinate all Work with the Service Authority Project Manager, or his/her designee, at least five (5) business days prior to beginning the Work. The Service Authority Project Manager shall ensure that access to all Work spaces is made available to the Contractor.
- 6.2. The Contractor shall plan and coordinate all emergency Work with the Service Authority as outlined herein per Section 8 Emergency Services.
- 6.3. Upon authorization and prior to mobilizing to the site, the Contractor shall prepare a schedule reflecting the agreed upon start and completion dates, and indicating the anticipated progress of the Work. Should the Contractor fail to maintain progress consistent with the schedule, they will be required to resubmit the schedule indicating the manner in which they will re-sequence the Work to maintain the agreed upon completion date. Extension of the completion date will only be allowed with the consent of the Service Authority.
- 6.4. The Contractor shall have when required by the Owner one (1) employee designated as a Job Manager (Foreman, Field Supervisor, and Project Manager). This individual shall be the liaison between the Contractor and the Service Authority Project Manager, and shall be literate and fluent in English to necessitate reading of labels, job instructions and signs, as well as the need for conversing with Service Authority staff.

- 6.5. Upon request, the Job Manager shall report to the Service Authority Project Manager for communication, coordination, evaluation, and quality control for any particular Work. The Job Manager shall serve as the single point of contact with the Service Authority for all Work assignments.
- 6.6. Upon request by the Service Authority Project Manager, the Job Manager shall meet with the Service Authority Project Manager for progress meetings.
- 6.7. Scheduling of priority Work, including the interruption of a current assignment, requires the advance approval of the Service Authority Project Manager. Priority Work identified by the Service Authority Project Manager or designee shall take precedent over current Work.
- 6.8. Should Contractor encounter unforeseen problems or adverse conditions at any job location, the Contractor shall, within one hour of the condition accruing, notify the Service Authority Project Manager.
- 6.9. The Contractor shall not unduly interfere with the performance of the Work by other contractors or Service Authority personnel and shall coordinate its efforts to minimize interruption to other Work.
- 6.10. The Contractor will be required to perform the Work on occupied buildings and spaces and must conduct their Work in such a way as to minimize disruption, inconvenience, and not compromise the safety of building occupants. The Contractor shall protect the surrounding area, equipment, adjacent areas, equipment, furniture and general spaces from his Work.
- 7. Emergency Services:
- 7.1. The Service Authority has the option of declaring any needed Work to be an emergency. In the event of an emergency, as deemed by the Service Authority, the Contractor shall respond to the emergency within four (4) hours of verbal confirmation. The Contractor shall be available to complete emergency repairs seven days per week, 24 hours per day.
- 7.2. An Emergency Response fee will be paid to the Contractor for each emergency request initiated by the Service Authority
- 8. Work Hours:
- 8.1. The Contractor may be required to perform the installation, repair and maintenance related Work at any time or day during the calendar year, at the Owner's request, on an emergency or non-emergency basis.
- 8.2. Contractor shall plan and schedule their Work and production, including daily clean up, within the constraints of the regular weekday Work hours.

- 8.3. Regular weekday Work hours shall be limited to 7:00am to 4:00 pm Monday through Thursday, and 7:00am to 12:00pm on Fridays. The Contractor must comply with all permit requirements and regulations. Work, including the movement of equipment or other activity that generates noise, shall not be performed outside of normal Working hours without Service Authority's prior written approval. Extended weekday Work hours must comply with all permit requirements. All requests by the Contractor to Work extended outside the regular hours listed above shall be made in advance and allow adequate time for the Service Authority and other governmental bodies, agencies or authorities to consider the request. The Contractor shall compensate the Service Authority for staff overtime and consultant support arising from the extended hours, except if the extended Work hours are directed by the Service Authority.
- 8.4. Any requests by the Contractor to Work beyond the normal Service Authority Working hours, Monday through Friday, and/or Service Authority observed holidays and/or weekends shall be approved by the Service Authority prior to the start of the Work. The requests shall in no way guarantee or allow Contractor to charge overtime unless approved by the Service Authority Project Manager prior to the start of the Work and must be submitted in writing.
- 8.5. Service Authority holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day.
- 8.6. Man-hours paid under this contract shall be for productive hours only, as evidenced by signed Work tickets provided by the Contractor to the Service Authority Project Manager or his/her designee.
- 9. Workmanship/Experience:
- 9.1. The Contractor shall perform the Work in accordance with all applicable industry standards and workmanship practices. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless otherwise given specific instructions by the Service Authority Project Manager concerning these matters.
- 9.2. The Contractor shall employ fully qualified and skilled personnel capable of performing the required Work as identified herein. The Service Authority reserves the right to reject Contractor's personnel that the Service Authority determines, in its sole discretion, to be unqualified to perform the Work.
- 9.3. The Contractor shall, when requested, provide credentials and/or certifications such as Electrical, High Voltage and any other requested credentials and/or certifications needed for any Work done by Contractor or any subcontractors.

- 9.4. The Job Manager shall be experienced in project management, supervision of employees, knowledgeable in all aspects of construction and commercial buildings have the ability to troubleshoot problems and issues quickly and be able to consult with the Service Authority Project Manager about remedies.
- 9.5. The Service Authority requires that all Contractor job site workers wear clean work clothes with either a prominently displayed identification badge or company identification affixed to the clothing. Contractor job site vehicles shall display their company identification.
- 9.6. The Contractor shall arrive at the job site prepared with the correct materials and equipment and shall maintain an adequate supply of manpower to complete the Work assignment in a safe and timely manner.
- 9.7. The Contractor shall maintain access to the Work site at all times. Any loss of access shall be specifically coordinated and approved in advance by the Service Authority Project Manager.
- 9.8. The Contractor shall not act on requests or take direction from anyone except the Service Authority Project Manager or their designee.
- 9.9. The Contractor shall be capable of performing multiple assignments at one time for both emergency and non-emergency calls.
- 10. Weather:
- 10.1. The Contractor shall proceed with the Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.
- 10.2. The Contractor shall install temporary protection as needed for water tight seals or assemblies over all exposed areas of the Work at the end of each Work day or when Work must be protected due to inclement weather.
- 11. Delivery, Storage and Handling:
- 11.1. The Contractor shall transport products by methods to avoid damage or water intrusion and shall be delivered in manufacturer's unopened containers or packaging. The Contractor shall promptly inspect shipments to assure that products are not damaged and are in compliance with requirements and quantities. The Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage. Products deemed damaged by the Service Authority Project Manager shall be promptly removed from the site by the Contractor at their sole expense.
- 11.2. The Service Authority Project Manager shall designate area(s) at the job site(s) to be utilized by the Contactor for temporary storage purposes. The Contractor shall maintain

the designated temporary storage areas throughout the duration of the Work and shall assume full responsibility for protection and safekeeping of products under this Contract. At no time shall the Contractor place any tools, equipment, supplies, materials, etc.in Service Authority boiler rooms, main electrical rooms or other storage areas deemed not appropriate by the Service Authority Project Manager.

- 11.3. The Contractor shall store all products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures, maintain within temperature and humidity ranges required by manufacturer's instructions. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with a minimum of reinforced plastic tarps, provide ventilation to avoid condensation. Stored products deemed damaged by the Service Authority Project Manager shall be promptly removed from the site by the Contactor at their sole expense.
- 11.4. The Contractor shall safeguard all their materials, tools and equipment. The Service Authority shall not assume any responsibility for vandalism, damage and/or theft of materials, tools, equipment and Work until the Work is fully complete and excepted by Owner.
- 12. Work Site Management and Clean-up:
- 12.1. All Work shall be done in a safe manner and comply with all applicable federal, state and local safety requirements and regulations.
- 12.2. The Contractor shall maintain adequate barricades and signs and safely secure all tools and loose materials in an orderly manner at the end of each Work day.
- 12.3. Housekeeping: On a daily basis, the Contractor shall keep the site clean and maintain a neat and orderly site in accordance with the General Conditions and other Contract Documents to the satisfaction of the Service Authority. The Contractor shall remedy any situation deemed by the Service Authority Project Manager to be an unacceptable presentation of their Site to the public.
- 12.4. Removal and Disposal of Debris:
 - A. The Contractor shall keep his haul route and Work area(s) neat, clean, reasonably free of odor, and shall bear all responsibility for the cleanup of any spill.
 - B. Contractor shall remove mud/debris from all Contractor and/or their subcontractor's vehicles, trucks and equipment prior to vehicles exiting the site. Contractor's failure to remove mud and debris to the satisfaction of the Owner or his authorized representatives will result in the Owner taking action on behalf of the Contractor and at the Contractor's own expense.

- C. The Contractor shall lawfully dispose on a daily basis, all scrap, litter, unused materials, packaging materials, empty boxes, debris, etc., resulting from operations at each particular job site, and leave Work area and premises in clean and satisfactory condition. If required by the Service Authority Project Manager, Contractor shall submit a disposal manifest from the d disposal facility with paid invoices.
- 12.5. Fences:

Contractor shall relocate, dismantle, or modify fences that interfere with the Work only in accordance with the agreement between the Service Authority and the property owner or in accordance with a mutual agreement of the Contractor and the property owner, as applicable. All such relocation, dismantling or modification shall only be for the period of time that has been agreed upon for the Work. If gates are installed for the Contractor's use per such agreement, the gates shall be kept closed and locked at all times when not in use. Existing fences affected by the Work shall be maintained by the Contractor until completion of the Work. Upon completion of the Work, the Contractor shall restore all fences to their original or better condition and to their original location, or in accordance with the agreement between the Service Authority and the property owner.

- 12.6. Trees, Landscape, and Lawn Areas:
 - A. The Contractor shall protect all trees, shrubs, and landscape areas, except those ordered to be removed. The Contractor shall not excavate materials and place them so as to injure such trees or shrubs. All trees, shrubs, and/or landscape areas destroyed by accident or negligence of the Contractor or the Contractor's employees or subcontractors shall be replaced with new stock as directed by the Service Authority, in conformance with the Prince William County Design and Construction Standards Manual (DCSM) Section 804, at the proper season, and at the Contractor's expense.
 - B. The Contractor shall restore all lawn areas to their original condition. The areas where sod and/or grass have been removed shall be restored by seeding and/or sodding.
- 12.7. Miscellaneous Structures:

The Contractor shall be held entirely responsible for all injuries or damage to culverts, building foundations and walls, retaining walls, or other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, other Work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement during the prosecution of the Work, and shall be liable for damages to public or private property resulting therefrom. The Contractor shall adequately protect all pipes carrying liquid from freezing.

12.8. Restoration:

The Contractor shall, upon completion of the Work through or on private property, restore the surface and all grading, fences or other structures disturbed by the Contractor's operations as nearly as possible to the existing conditions or as required by the Contract Documents.

- 13. Environmental Controls:
- 13.1. Pollution Control: The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.
- 13.2. Sanitary Facilities: The Contractor shall not be allowed to use any of the Service Authority's existing sanitary facilities unless available and/or approved by Owner. The Contractor if denied existing sanitary facility access for the Work then Contractor shall furnish and maintain adequate temporary sanitary facilities for the Contractor's personnel, as may be necessary, including all Subcontractor personnel, for the duration of the Contract.
- 13.3. Protection of Utilities: The Contractor shall protect from doing damage to any private and/or public utility installations. Structures shall be understood to include, but not limited to: all poles, tracks, pipes, cabling, wires, conduits, vaults, manholes, and facilities, whether owned or controlled by public bodies or privately owned individuals, firms or corporations, used to serve the public with transportation, gas, electricity, telephone, storm and sanitary sewers, water, or other public or private utility services.

The Contractor shall be responsible for all utility locating to protect from damage to private and/or public utility installations. The Contractor shall be responsible for coordination with all power and distribution companies for the Work, including but not limited to permitting, site visiting and issue with installation.

- A. Preservation of Service
 - 1. The Contractor shall perform in accordance with the Contract Documents, the general notes on the Drawings, and the Service Authority SCADA Design Standards Manual, which will be provided to contract awardee(s).
 - 2. The Service Authority SCADA Design Standards Manual is a working document and is subject to change without notice.
 - 3. The Contractor shall be responsible for obtaining the latest version of the Standards Manual prior to providing any proposal to the Service Authority.
 - 4. The Contractor shall, at all times in performance of the Work, employ proven

methods and exercise the utmost care and skill to avoid unnecessary delay, injury, damage, or destruction to public utility installations and structures. The Contractor shall avoid unnecessary interference with, or interruption of, public utility services, and the Contractor shall cooperate fully with the owners of public utility installations and structures to that end. All Work affecting existing Work is subject to the requirements and approval of such Work and or utility.

14. Notice To Proceed:

A written Notice to Proceed will be issued to the Contractor by the Service Authority after all the necessary Contract Documents and insurance information has been received. The start date for the Work shall be indicated in the Notice to Proceed.

- 15. Permits:
- 15.1. Contractor shall provide all permits for the required Work.
- 15.2. All valid permits are readily available and/or displayed at each Work site.
- 15.3. The Contractor will be responsible for any fines, including but not limited to notice of permit violations, at no additional cost to the Service Authority.
- 16. Rejection Of The Work:

The Contractor shall promptly, and at no additional cost to the Service Authority, make whatever adjustments or corrections which may be necessary to correct any defects, including all Work found to be damaged, improper, incomplete or imperfect, and/or not operating or functioning in a satisfactory manner to the Service Authority, and/or failing to perform as specified, unless such conditions are the direct result of force majeure, Service Authority negligence, or failure to adequately maintain the Work.

- 17. Meetings:
- 17.1. The Service Authority reserves the right to convene a mandatory meeting at any time.
- 17.2. The Service Authority shall at any time convene a pre-mobilization conference. The premobilization conference shall be arranged by the Service Authority; and will include representatives of Service Authority, the Contractor, and other agencies, governmental and private, affected by the Work to discuss and clarify points of issue. The pre-mobilization conference shall involve the schedule, restrictions, and the general conduct of the Work.
- 17.3. The Contractors Work schedule will not be approved and no Work shall start until after the requested meeting and/or prior approval by the Owner.

- 17.4. Instructions delivered or commitments made at any requested meeting will be binding on all parties concerned. Minutes of the meetings will be prepared by the Service Authority, and copies shall be made available to all parties attended.
- 18. Existing Facilities:
- 18.1. All facilities and utility lines within the construction area not to be abandoned, relocated, or reconstructed shall be protected and maintained in service by the Contractor.
- 18.2. Short interruptions of certain services will be permitted when essential to the Contractor's operations as herein specified when approved by the Service Authority.
- 18.3. The Contractor shall provide and maintain such temporary supports, bypasses, or protective devices as may be necessary to preserve the functions of the various utility systems throughout the duration of the Work.
- 18.4. All damage to existing facilities or above and/or below ground utilities by the Contractor and his activities shall be repaired by the Contractor, at no expense to the Service Authority. The Service Authority reserves the right to make the necessary repairs on behalf of the contractor at the expense of the Contractor.
- 18.5. All damage to existing water and/or sewer service connections by the Contractor shall be repaired or replaced in accordance with local plumbing codes and shall be performed by a plumber licensed in Virginia, at the expense of the Contractor.
- 18.6. The Contractor will be held responsible for any collateral damage incurred while delivering equipment or materials while preparing for or providing Work in this Contract.
- 18.7. The Contractor shall be required to restore, to their original condition, any yard surfaces, roadways, curbs, gutters or structures which are damaged by the Contractor's activities.
- 18.8. The Contractor shall not disturb in any way trees, fences, utility poles, wires, structures and other appurtenances, public or private without the explicit consent of the proper party.
- 19. Inspections:
- 19.1. Contractor shall be responsible for coordinating inspections for the Work.
- 19.2. Contractor shall provide required assistance to help the thorough inspection, or the culling over, or removal of defective materials or for the thorough examination into any of the Work performed.
- 19.3. Owner may stop the Work entirely if there is not a sufficient quantity of suitable and approved material or equipment on the Work site to carry out the Work properly, or for any good and sufficient cause.

20. Final Acceptance:

- 20.1. Upon due notice from the Contractor of presumptive completion of the entire Work, the Service Authority will make an inspection. If all Work provided for and contemplated by the contract is found complete to his/her satisfaction, this inspection shall constitute the final inspection and the Service Authority will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
- 20.2. If the Service Authority inspection discloses any Work in whole or in part, as being unsatisfactory, the Service Authority will give the Contractor the necessary instructions for correction of such Work, and the Contractor shall immediately comply with and execute such instructions within seven (7) Working days from date of notice. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Service Authority will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

EXHIBIT B COMPENSATION AND LABOR COSTS

Item Number	Description	Hourly Rate
1	Project Manager	\$164.00
2	Engineering and Design	\$154.00
3	Cyber Security Review and Assessment	\$154.00
4	ClearSCADA/GEO SCADA Expert Programming and Modifications	\$150.00
5	PLC Programming and Modifications	\$150.00
6	Field Services Technician	\$114.00
7	Master Electrician Services	\$152.00
8	Journeyman Electrician Services	\$142.00
9	Helper Electrician Services	\$114.00
10	CAD Services	\$50.00
11	Panel Fabrication	\$50.00
12	Emergency Response Fee	\$500.00 per occurrence

EXHIBIT C REQUIRED INSURANCE LIMITS

Cov	erage Required	Minimum Limits		
1.	Workers' Compensation and Employers'	Statutory Limits of the		
	Liability:	Commonwealth of VA:		
	Admitted in Virginia	Yes		
	Employers' Liability	\$500,000		
	All State Endorsement	Statutory		
2.	General Liability	\$1,000,000 Combined Single Limit		
	Contractual Liability	Bodily Injury and Property Damage		
	Personal Injury	Each Occurrence		
3.	Automobile Liability	\$1,000,000 Combined Single Limit		
	Owned, Hired & Non-Owned	Bodily Injury and Property Damage		
	Personal Injury	Each Occurrence		
4.	Service Authority named as additional insu	red on General Liability Policies		
	(This coverage is primary to all other cover	rage the Service Authority may		
	possess.)			
5.	30 Day cancellation notice required.			
6.	Best's Guide Rating	A-:VII or Better, or Equiv.		
7.	The Certificate must state Contract No. SA 2216			

Insurance Coverages and Limits:

	ACORD [®] C	ERTIF		BILITY INS	URANC	E		MM/DD/YYYY) 7/2022
<u>(</u> Г	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
ľ	IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the te	rms and conditions of th	e policy, certain p	olicies may	AL INSURED provision require an endorsemen	ns or be t. Ast	endorsed. atement on
	RODUCER			CONTACT Allie Berge	é			
	Summit, NJ-Hub International Northea 180 River Road Suite 2nd Floor	IST LIMITED	a	PHONE (A/C, No, Ext): 908-79		FAX (A/C, No):		
1	Summit NJ 07901			E-MAIL ADDRESS: allie.berg				
						IDING COVERAGE SPECIALTY INS CO	<u>.</u>	NAIC #
	NSURED	<u></u>	GRAYMAT-04	INSURER B : Federal		······································		42471 20281
	E-Merge Systems, LLC. 1314 East Cary Street			INSURER C :				20201
1	Richmond VA 23219			INSURER D :				•••••
				INSURER E :		· · · · · · · · · · · · · · · · · · ·		
Ľ				INSURER F :				
Ē	COVERAGES CEF		E NUMBER: 6375083 RANCE LISTED BELOW HAY	F BEEN ISSUED TO		REVISION NUMBER:		
	INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER I	Document with respe D herein is subject t	OT TO Y	NHICH THIS
ĪN	ISR TR TYPE OF INSURANCE	ADDL SUBR			POLICY EXP (MM/DD/YYYY)	LIMI	5	
	B X COMMERCIAL GENERAL LIABILITY	Y	36044660EUC	11/22/2021	11/22/2022	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	,000
	X Contractual Liab					MED EXP (Any one person)	\$10,00	0
						PERSONAL & ADV INJURY	\$ 1,000	· · · · · · · · · · · · · · · · · · ·
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000	······································
						FRODUCTS-COMPIOP AGG	\$ 2,000 \$,000
í	3 AUTOMOBILE LIABILITY	Y	73600792	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
ί. Ι						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED					BODILY INJURY (Per accident) PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY					(Per accident)	\$	
\vdash	B X UMBRELLA LIAB X OCCUR		78182762	11/22/2021	11/22/2022	EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE			() , , , , , , , , , , , , , , , , , ,	I WELLUEL	AGGREGATE	\$ 10,00	
	DED X RETENTION \$ \$0						\$	0,000
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		71763536	11/22/2021	11/22/2022	X PER OTH-		
		N/A				E.L. EACH ACCIDENT	\$ 1,000	,000
	(Mandatory in NH)	1				E.L. DISEASE - EA EMPLOYEE		,000
\vdash		<u> </u>	TEO100225202	11/22/2021	11/22/2022	E.L. DISEASE - POLICY LIMIT	\$ 1,000	
	A Technology Services E&O/ Cyber Liability			1 1122(202)	1 112212022	Aggregate Retention-Each Claim	3,000	,000
	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD	1 101, Additional Remarks Schedul	le, may be attached if mor	e space is requir	i ed)		
ſ	RE: Contract No. SA 2216					-		
- [7	Prince William County Service Authority, its officers and employees are included as Additional Insured's as respects General Liability and Automobile Liability, on a primary and non-contributory basis, as required by written contract and in accordance with the policy terms and conditions. Umbrella coverage is Follow Form as it pertains to Additional Insured's. Thirty (30) Day Notice of Cancellation provided to Certificate Holder.							
i	nstallation Property Coverage provided by ncluding \$600,000 transit and storage, sul	Carrier A	(noted above), provided by 000.00 Deductible	Federal Insurance (Company - Po	blicy # 36044660EUC - fo	r a limit	of \$600,000,
<u> </u>	CERTIFICATE HOLDER		· · · · · · · · · · · · · · · · · · ·	CANCELLATION				
1	Prince William County Ser	vice Auth	ority	THE EXPIRATION ACCORDANCE WI	N DATE THI TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL EY PROVISIONS.		
۱. ۱.	4 County Complex Court Woodbridge VA 22192							
	<u> </u>			allion B				
				© 19	88-2015 AC	ORD CORPORATION.	All rial	its reserved.

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EXHIBIT D INVOICING PROCEDURES

- A. Invoices (or Applications for Payment) must contain sufficient information for the Service Authority to verify that the work was performed in accordance with this Contract. The Service Authority requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:
 - 1. Contract title and contract number, purchase order number;
 - 2. Dates services were provided;
 - 3. Summary of deliverables or work achieved during the specified billing period including:
 - a) for unit price work: details of the quantities and prices, and pass-through invoices for all materials, subcontractors and rental equipment costs.
 - b) for lump sum work: details of the work performed in accordance with the schedule of values; and,
 - 4. Proper documentation to support payment of non-schedule work/items not included in the Contract to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work.
 - 5. Written proof of acceptance of the work and/or deliverable by the Service Authority.
- B. The Service Authority reserves the right to request that the Contractor provide additional documents when in need of justification for the price reasonableness.
- C. Prior to work performed under this Contract, Contractor shall submit for Service Authority's approval a sample invoice and/or Contract Status Report. The Service Authority reserves the right to withhold invoice payment until sufficient documentation is provided.
- D. All invoices will be paid within the time specified by the Contract unless any items thereon are questioned, in which event payment will be withheld for those items pending verification of the amount and the validity of the claim.
- E. Contractor acknowledges that the Service Authority Purchasing Regulations are applicable to the Agreement.

By MailPhysical DeliveryPrince William County Service Authority
Attn: Accounts PayablePrince William County Service Authority
Attn: Accounts PayableP.O. Box 22664 County Complex Court
Woodbridge, VA 22195Woodbridge, VA 22195Woodbridge, VA 22192Or (Electronically, via email): accountspayable@pwcsa.org

Invoices shall be forwarded to:

- F. Monthly Status Reporting for Projects Exceeding 90 Days Duration: In addition to and separate from the Invoice/Application for Payment documentation, the Contractor shall provide the Service Authority's General Manager or his designee, with a written Monthly Report detailing the status of ALL ongoing work tasked to and performed by the Contractor and the Contractor's Subcontractor. At a minimum the Monthly Report shall include the following information:
 - 1. Contract number and purchase order number
 - 2. Name and title of Project
 - 3. A description of the Work performed.
 - 4. Budget of hours and dollars for hourly rate work (if applicable).
 - 5. Budget of dollars for Lump Sum (if applicable).
 - 6. Notice of any issues that could affect project completion schedule, quality or price (if applicable).
 - 7. Cost and hours incurred to date for hourly rate work (if applicable).
 - 8. Percent/deliverable completion to date for Lump Sum (if applicable).
 - 9. Estimated cost and hours to complete for hourly work (if applicable).
 - 10. Estimated percent/deliverables to complete for Lump Sum (if applicable).
 - 11. Total of all previous Invoices.
 - 12. Budget and schedule analysis.
 - 13. Projected completion date.
- G. The Status Report may accompany the Invoice or Application for Payment, as supporting documentation.

EXHIBIT E SUBCONTRACTORS LIST

 Instrumentation and Controls Systems Engineering, Inc 10991 Leadbetter Road Ashland, VA 23005 (804) 550-5770

EXHIBIT F WORK ORDER/AUTHORIZATION REQUEST FORM

Work Order/Authorization Request Form

Work Order Number/Title:

Contract Number/Title:

This Work Authorization defines and specifies the services to be performed and delivered by the Contractor as well as compensation to be paid for such services, all in accordance with the terms and conditions of the Contract. In case of failure to deliver services in accordance with the Contract terms and conditions, the Service Authority, after due oral or written notice, may procure the service from other sources.

Please sign and return this form with your proposal by	, 2022 at	_ (time) to:
(name/email)		
Site Visit: 🗆 Mandatory/ 🗆 Optional: Location:	, 2022 at	(<i>time</i>).

Submit your proposal with the required supporting documentation based on the following method <u>checked</u> below:

- Unit Price Work (when the quantity of labor and materials needed for the Work is not well defined) Must submit with proposal the following: *Estimates/Schedule of Values*
- Lump Sum Work (when the quantity of labor and materials needed for the Work is well identified) Must submit with proposal the following: *Estimates/Schedule of Values*

Background and Description of the Work:

(To be completed by the Service Authority Representative)

Your proposal <u>must</u> include the following:

- 1. Description of the Work to be provided based on the required deliverables requested by the Service Authority
- 2. Project Schedule
- 3. Key Personnel
- 4. Any Subcontractors to be used
- 5. Pricing

Required documentation to accompany invoice:

For Unit Price Work

Details of the quantities and prices, and pass-through invoices for all materials, subcontractors and rental equipment costs.

For Lump Sum Work

Details of the work performed in accordance with the schedule of values.

For projects more than one month in duration, progress invoice update/report shall be submitted which shows agreed upon deliverables (or percent complete) for each line item in the schedule of values or cost proposal as applicable. A draft copy of the progress invoice report shall be reviewed and approved by the SA Project Manager prior to submitting the invoice for processing.

The SA reserves the right to request that the Contractor provide additional documents when in need of justification for the price reasonableness.

Date:				
Prince William County Service Authority				
Date:				

LLC

-DS

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DS

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ELECTRICAL AND SCADA SERVICES AGREEMENT

This Agreement ("Agreement"), dated this 4 day of January, 2022 (the "Commencement Date") between the COUNTY OF NEW KENT, VIRGINIA ("County") and EMERGE SYSTEMS,

WHEREAS, the County is awarding this contract pursuant to Code of Virginia Section 2.2-4304 Cooperative Procurement in accordance with the terms of the Prince William County Service Authority's Contract SA 2216; General SCADA Installation, Repair and Preventative Maintenance, dated August 3, 2022 ("RFP"), attached hereto and incorporated herein as Exhibit A.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

- 1. The Contractor agrees to provide SCADA services to the County in accordance with the terms and conditions as provided in the Contract, which is attached and incorporated herein as Exhibit B, except the following amendments.
- 2. All invoices under this Agreement shall be submitted to New Kent County, Department of Public Utilities, at the following address: 7051 Poindexter Road, P.O. Box 130, New Kent, VA 23124.
- 3. This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action hall be filed in the Commonwealth of Virginia, County of New Kent. Contractor expressly waives any objection to venue or jurisdiction of the New Kent County Circuit Court, New Kent, Virginia.
- 4. All notices to the County shall be sent to Rodney A. Hathaway, County Administrator at the following address: 12007 Courthouse Cir. Room 201, P.O. Box 150, New Kent, VA 23124.
- 5. The term of this Agreement shall start on the Commencement Date and terminate two years thereafter, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed for four additional one-year terms upon the written agreement of both parties. The County shall have the right to terminate this Agreement at any time for convenience upon 30 days prior written notice.
- 6. The County agrees to pay fees according to the following schedule:

Item Number	Description	Hourly Rate
1	Project Manager	\$164.00
2	Engineering and Design	\$154.00
3	Cyber Security Review and Assessment	\$154.00
4	ClearSCADA/GEO SCADA Expert Programming and Modifications	\$150.00
5	PLC Programming and Modifications	\$150.00
6	Field Services Technician	\$114.00
7	Master Electrician Services	\$152.00
8	Journeyman Electrician Services	\$142.00
9	Helper Electrician Services	\$114.00
10	CAD Services	\$50.00
11	Panel Fabrication	\$50.00
12	Emergency Response Fee	\$500.00 per occurrence

EXHIBIT B COMPENSATION AND LABOR COSTS

- 7. All references to the Prince William County Service Authority procurement policies in the Contract shall be understood to mean the County of New Kent and the New Kent County procurement policies.
- 8. In the event of any conflict between the terms of this Agreement and the Contract, the terms of this Agreement shall take precedence.
- 9. All other terms and conditions of the Contract shall be in full force and effect between the County and the Contractor.

IN WITNESS WHEREOF, the parties hereto on the first day and year written above have executed DS this Agreement. DS MUU

By:

EMERGE SYSTEMS, MOXX Mandy Lynn Urey By:

Mandy Urey, Vice President

MU

LLC

COUNTY OF NEW KENT, VIRGINIA:

117/2023 Date

Rodney A. Hathaway, County Administrator

Approved as to form:

EXHIBIT A

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Miscellaneous

	approve the Consent a part of the record.	Agenda as presented	and that it be made		
Motion: "Mr.	or				
Chairman, I move to (not required for Consent Agenda items)	I move to approve th	I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:			
Subject	Adoption of Resolutic Compensation	Adoption of Resolution R-09-24 Setting Board of Equalization Compensation			
Issue	Sec. 66-41 to set a c	The Board of Supervisors is required by New Kent County Code Sec. 66-41 to set a compensation rate for the members of each Board of Equalization.			
Recommendation	Adoption of Resolutio	Adoption of Resolution R-09-24 as presented.			
Fiscal Implications	The Board of Equalization has a designated General Fund Expenditure Account.				
Policy Implications					
Legislative History	The recommended control the 2022 rate.	The recommended compensation rate of \$17.00 is the same as the 2022 rate.			
Discussion	Compensation of me be set by resolution actually engaged in t	New Kent County Code Section Sec. 66-41. Compensation of members of the board of equalization shall be set by resolution of the board of supervisors for the time actually engaged in the duties of the board. (Ord. No. O-25-09, 12-14-2009; Ord. No. O-04-14, 3-10-2014)			
Time Needed:		Person Appearing:			
	. Watkins, Deputy erk of the Board	Telephone:	804-966-9687		
Copy provided		1	<u></u>		

ATTACHMENTS:

to:

Description Resolution R-09-24 (PDF) **Type** Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/26/2024 - 12:58 PM
Administration	Hathaway, Rodney	Approved	2/28/2024 - 8:40 AM
Attorney	Everard, Joshua	Approved	2/28/2024 - 11:58 AM

BOARD OF SUPERVISORS COUNTY OF NEW KENT, VIRGINIA

R-09-24

At the meeting of the Board of Supervisors of the County of New Kent in the Boardroom of the Administration Building in New Kent, Virginia, on the 11th day of March, 2024:

Present:

Vote:

John P. Moyer Amy M. Pearson Ron Stiers Jordan T. Stewart Thomas W. Evelyn

Motion was made by _____, which carried _____, to adopt the following resolution:

RESOLUTION SETTING COMPENSATION FOR THE 2024 BOARD OF EQUALIZATION

WHEREAS, Section 66.38 of the New Kent County Code provides for a process for equalizing the assessed value of real property in New Kent County, which includes the organization of a Board of Equalization; and

WHEREAS, Section 66.41 of County Code provides that compensation for the Board of Equalization be set by resolution; and

WHEREAS, nominations for the 2024 Board of Equalization were made on January 30, 2024 and February 12, 2024 and have been forwarded to The Honorable B. Elliott Bondurant, New Kent County Circuit Court Judge with requests for orders to be entered appointing the nominated individuals to serve.

NOW, THEREFORE, BE IT RESOLVED THAT the New Kent County Board of Supervisors does hereby set compensation for the 2024 Board of Equalization at Seventeen Dollars (\$17.00) per hour per member.

Rodney A. Hathaway County Administrator Thomas W. Evelyn Board Chair

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Refunds

Meeting Date: 3/11/2024

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)		nove to approve the request part of the record.	lest as presented and
Subject	REFUND - Real Es	state Tax - Veteran Exem	ption - \$3,146.55
Issue			
Recommendation	Approval		
Fiscal Implication	s		
Policy Implication	s		
Legislative Histor	у		
Discussion			
Time Needed:		Person Appearing:	
Request	Shannon McLaughlin	Telephone:	804-966-9609
Copy provided to:			

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Attorney

Reason for refund	Veteran exempt as of 1/12/2023				
Refund Amount	3,146.55				
Name and complete mailing address for refund recipient					
Line item identification and breakdown	2023 - \$3,146.55				
Request prepared by:	Shannon McLaughlin		Telephone:	804-966-9609	
Date of Request:	2/7/2024				
REVIEWERS:					
Department	Reviewer	Action	Date		
Commissioner of Revenue	McLaughlin, Shannon	Approved	2/7/2	2024 - 3:14 PM	
Administration	Hathaway, Rodney	Approved	2/8/2	2024 - 7:53 AM	

Everard, Joshua Approved

2/20/2024 - 9:12 AM

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/1	1/2024	Refund	S
Motion: "Mr. Chairman, I move (not required for Conse Agenda items)		ove to approve the request of the request of the record.	uest as presented and
Subject	REFUND - Real Est	ate Tax - Veteran Exem	nption - \$7,962.50
Issue			
Recommendation	Approval		
Fiscal Implications	5		
Policy Implications	5		
Legislative History	,		
Discussion			
Time Needed:	<u></u>	Person Appearing:	
Request	Shannon McLaughlin	Telephone:	804-966-9609
Copy provided to:			

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Reason for refund	Veteran exempt as of 1/1/21				
Refund Amount	\$7,962.50				
Name and complete mailing address for refund recipient					
Line item identification and breakdown	2021 - \$2,603.84 2022 - \$2,679.33 2023 - \$2,679.33				
Request prepared by:	Shannon McLaughlin		Telephone:	804-966-9609	
Date of Request:	2/27/2024		•		
REVIEWERS:					
Department	Reviewer	Action	Date		
Commissioner of Revenue	McLaughlin, Shannon Approved		2/27,	/2024 - 1:07 PM	
Administration	Hathaway, Rodney	Approved		/2024 - 8:41 AM	
Attorney	Everard, Joshua	Approved	2/28, AM	/2024 - 11:57	

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/1	1/2024	Refunds
Motion: "Mr. Chairman, I move (not required for Conse Agenda items)	-	I move to approve the request as presented and a part of the record.
Subject	REFUND - Rea	Estate Tax - Veteran Exemption - \$4,386.80
Issue		
Recommendation	Approval	
Fiscal Implication	s	
Policy Implication	s	
Legislative Histor	у	
Discussion		
Time Needed:	<u>.</u>	Person Appearing:
Request	Shannon McLaughli	
Copy provided to:		<u> </u>

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Reason for refund	/eteran exempt as of 8/30/22							
Refund Amount	\$4,386.80							
Name and complete mailing address for refund recipient								
Line item identification and breakdown	2022 - 1,105.69 2023 - 3,281.11							
Request prepared by:	Shannon McLaughlin		Telephone:	804-966-9609				
Date of Request:	2/27/2024							
REVIEWERS:								
Department	Reviewer	Action	Date	2				
Commissioner of Revenue	McLaughlin, Shannon	Approved	2/27	2/2024 - 1:07 PM				
Administration	Hathaway, Rodney	Approved		2024 - 8:41 AM				
Attorney	Everard, Joshua	Approved	2/28/2024 - 11:57 AM					

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2	024 Supplemental Appropriations
Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY24 Supplemental Appropriations
Issue	
Recommendation	
Fiscal Implications	 Animal Shelter Donations, \$1,480. Gifts & Donations - Fire: John and Pamela Olgers (\$250), Philbates (\$100), St. Luke Baptist Church (\$100) and Daniel Gutierrez (\$150) and Sheriff: William and Karen Bennett (\$50), \$650. VRSA Insurance - Fire - Claim #02-23-55620-1-AP, DOL 1/24/2024 (\$2,484.06) and Claim #02-23-56527-1-AP, DOL 1/14/2024 (\$1,677.50), \$4,161.56. Sheriff Extra Duty Private and Extra Duty Schools - Churchill Downs: 12/15/2023-01/06/2024 (\$3,364.71); School HS Sports: 12/13/2023-01/04/2024 (\$2,131.47) and 11/16/2023-12/08/2023 (\$2,249.89), \$7,746.07. Interest Income for October 2023 - January 2024 for 2022 Lease Revenue Bond - October 2023 (\$35,962.42), November 2023 (\$33,788.66), December 2023 (\$32,729.49) and January 2024 (\$37,317.88), \$139,798.46. Vending Machine Sales - Sheriff's Office (\$11.36) and Administration (\$83.24), \$94.60. Local Match of School Textbook Fund, \$196,070. VDEM LEMPG Grant Funds, \$27,932. PERP Funds - Local Only PERP: February, \$4,600. Interest Income - January 2024 for 2022 W&S Bond, \$20,532.40. Farmers Market: Christie O'Neill, \$75. \$403,140.09 - Total (\$14,207.23) - Total In/Out - General Fund (1101) (\$27,932.00) - Total In/Out - Grant Fund (1106) (\$4,600.00) - Total In/Out - Social Services (1201) (\$139,798.46) - Total In/Out - Debt Service (1401) (\$20,532.40) - Total In/Out - Social Services (1201) (\$139,798.46) - Total In/Out - Social Services (1201) (\$139,798.46) - Total In/Out - School Operating (2205)

Policy Implication	IS		
Legislative Histor	У		
Discussion			
Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			
ATTACHMENTS: Description Supplemental App	propriations for 031124 (P	Type DF) Cover Memo	

REVIEWERS: Department Reviewer Action Date Watkins, Wanda Clerk Approved 3/1/2024 - 4:08 PM Hathaway, Rodney Approved 3/1/2024 - 4:43 PM Administration Attorney Everard, Joshua 3/4/2024 - 8:20 AM Approved

1	Rodney A. Hathaway, County Administrator	· · · ·		
om:	Rebecca F. Guthrie, Director of Financial Services			
bject:	FY24 Supplemental Appropriations For Munis (March 11 BOS Meeting)			
ite:	February 28, 2024			
2023-2024 s memo is to request the following supplemental appropriations:			Revenue	Expenditure
Appropriate Animal Shelter Donations				
onations totaling \$1,480.00 received by Sheriff Department				
VENUE;				
0918-318402		\$	(1,480.00)	
imal Shelter Donations PENDITURE:				
351000-403190				\$ 1,480.00
erinarian Services				ý 1,460.00
Appropriate Gifts & Donations				
e: John and Pamela Olgers (\$250.00); Philbates (\$100.00);				
Lukes Baptist Church (\$100.00); Daniel Gutierrez (\$150.00)				
eriff: William and Karen Bennett (\$50,00)				
VENUE:				
0918-318401		\$	(650.00)	
its & Donations				
PENDITURE:				
321000-405894				\$ 600.00
blic Education Donations-Fire 312000-406027				\$ 50,00
lice Supplies				\$ 50,00
Appropriate Funds Received from VRSA Insurance				
e - Claim #02-23-55520-1-AP, DOL 1/24/2024 (\$2,484.06)				
e - Claim #02-23-56527-1-AP, DOL 1/14/2024 (\$1,677.50)				
VENUE;				
0918-318203		\$	(4,161.56)	
urance Recoveries				
PENDITURE:				
312000-405840 urance Damages/Recoveries				\$ 4,161.56
Appropriate Funds for Sheriff Extra Duty Private and Sheriff Extra	a Duty Schools			
urchill Downs: 12/15/2023-01/06/2024 (\$3,364.71); School HS Spc	rts:			
/13/2023-01/04/2024 (\$2,131.47); 11/16/2023-12/08/2023 (\$2,24	49,89)			
919-319204		\$	(7,746.07)	
)919-319204 iovered Costs - Misc,		\$	(7,746.07)	
999-319204 :overed Costs - Misc, PENDITURE:		\$		ć
0919-319204 :overed Costs - Misc. PENDITURE: 312000-401304		\$		\$ 3,364.71
0919-319204 covered Costs - Misc, PENDITURE: 312000-401304 arles-Supplemental Activities		\$		
0919-319204 covered Costs - Misc, PENDITURE: 312000-401304 aries-Supplemental Activities 312000-401320		\$		\$ 3,364.71 \$ 4,381.36
VENUE: 0919-319204 covered Costs - Misc, PENDITURE: 312000-401304 farles-Supplemental Activities 312000-401320 tra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024	for 2022 Lease Revenue Bond	\$		
9919-319204 :overed Costs - Misc, PENDITURE: 112000-401304 asies-Supplemental Activities 812000-401320 ra Security Detail-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023	for 2022 Lease Revenue Bond	\$		
0919-319204 covered Costs - Misc. PRDITURE: 312000-401304 arles-Supplemental Activitles 312000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 see Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88)	for 2022 Lease Revenue Bond	\$		
0919-319204 covered Costs - Misc, PENDITURE: 312000-401304 arites-Supplemental Activities 312000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) /ENUE:	for 2022 Lease Revenue Bond			
0919-319204 covered Costs - Misc, PENDITURE: 812000-401304 aries-Supplemental Activities 112000-401320 ra Security Detall-Schools <u>Appropriate Interest Income for October 2023 thru January 2024</u> se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) ZENUE: 1501-315107	<u>for 2022 Lease Revenue Bond</u>	\$		
0919-319204 covered Costs - Misc. FENDITURE: 812000-401304 avies-Supplemental Activities 812000-401320 Far Security Detail-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) /ENUE: 9501-315107 erest on Bond Proceeds	for 2022 Lease Revenue Bond			
0919-319204 covered Costs - Misc. PENDITURE: 312000-401304 arles-Supplemental Activities 312000-401320 ra Security Detail-Schools	for 2022 Lease Revenue Bond		(139,798,46)	
919-319204 overed Costs - Misc. ENDITURE: 12000-401304 Jifes-Supplemental Activities 12000-401320 a Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962,42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) ENUE: 501-315107 rest on Bond Proceeds ENDITURE: 80000-458010	for 2022 Lease Revenue Bond		(139,798,46)	\$ 4,381.36
919-319204 overed Costs - Misc, ENDIFURE: 12000-401304 wies-Supplemental Activities 12000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 7,788.66); December (\$32,729.49); January (\$37,317.88) ENUE: 501-315107 rest on Bond Proceeds ENDITURE: 80000-458010 oric School Campus-Renov 80000-438015	for 2022 Lease Revenue Bond		(139,798,46)	\$ 4,381.36
919-319204 overed Costs - Misc, ENDITURE: 12000-401304 rifes-Supplemental Activities 12000-401320 a Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 ise Revenue Bond: October 2023 (\$35,962.42); November 2023 1,788.66]; December (\$32,729.49); January (\$37,317.88) ENUE: 501-315107 rest on Bond Proceeds ENDITURE: 80000-458010 orle School Campus-Renov 80000-458015 nal Shelter	<u>for 2022 Lease Revenue Bond</u>		(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
919-319204 overed Costs - Misc. FENDITURE: 12000-401304 sfles-Supplemental Activities 12000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) FENUE: 501-315107 rest on Bond Proceeds ENDITURE: 80000-458010 orle Schol Campus-Renov 80000-438015 mal Shelter 80000-438160	for 2022 Lease Revenue Bond		(139,798.46)	\$ 4,381.36 \$ 61,165.09
919-319204 overed Costs - Misc, ENDITURE: 12000-401304 #ise-Supplemental Activities 12000-401320 a Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962,42); November 2023 8,788.66); December (\$32,729.49); January (\$37,317.88) "ENUE: 501-315107 rest on Bond Proceeds ENDITURE: 80000-458010 oric School Campus-Renov 80000-438015 mal Shelter 80000-438160 Station #4	<u>for 2022 Lease Revenue Bond</u>		(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
0919-319204 covered Costs - Misc. PENDITURE: 312000-401304 arise-Supplemental Activities 312000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 ise Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) VENUE: 501-315107 arest on Bond Proceeds PENDITURE: 80000-458010 torle School Campus-Renov 880000-438015 mal Shelter 880000-438160 • Station #4 Appropriate Funds for Vending Machine Sales	for 2022 Lease Revenue Bond		(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
0919-319204 covered Costs - Misc, PENDITURE: 312000-401304 aries-Supplemental Activities 312000-401320 ra Security Detail-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) ZENDIE: 1501-315107 reset on Bond Proceeds PENDITURE: 150000-438010 toric School Campus-Renov 180000-438015 mai Shelter 180000-438160 15 totion #4 Appropriate Funds for Vending Machine Sales riff's Office (\$11.36)	for 2022 Lease Revenue Bond		(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
1919-319204 Inversed Costs - Misc. PENDIURE: 112000-401304 Safes-Supplemental Activities 112000-401320 Ta Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962,42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) VENUE: 1501-315107 rest on Bond Proceeds ENDITURE: 180000-458010 Sorie School Campus-Renov 180000-438015 Soudon 438015 Soudon 438016 Station #4 Appropriate Funds for Vending Machine Sales riff's Office (\$11.36) ninistration (\$83.24)	for 2022 Lease Revenue Bond		(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
1919-319204 Inversed Costs - Misc. FENDITURE: 112000-401304 Infloss-Supplemental Activities 112000-401320 ra Security Detail-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) /ENUE: 501-315107 Ferest on Bond Proceeds EMDITURE: 180000-458010 forlo School Campus-Renov 80000-438015 mal Shelter 80000-438160 Istation #4 Appropriate Funds for Vending Machine Sales riff's Office (\$11.36) Ininistration (\$83.24) (ENUE:	for 2022 Lease Revenue Bond		(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
Dep19-319204 covered Costs - Misc, PENDITURE: 812000-401304 arises-Supplemental Activities 812000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) /ENUE: 501-315107 rest on Bond Proceeds PENDITURE: 80000-438010 torlo School Campus-Renov 80000-438015 mal Shelter 80000-438160 • Station #4 Appropriate Funds for Vending Machine Sales riff's Office (\$11.36) ninistration (\$83.24) /ENUE: 918 318204 ding Machine Sales	for 2022 Lease Revenue Bond	Ş	(139,798.46)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
919-319204 overed Costs - Misc. ENDITURE: 12000-401304 s/ses-Supplemental Activities 12000-401320 a Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bord: October 2023 (\$35,962,42); November 2023 3,788,66); December (\$32,729,49); January (\$37,317,88) ENUE: 501-315107 rest on Bond Proceeds ENDITURE: 80000-458010 orle School Campus-Renov 80000-458010 orle School Campus-Renov 80000-438105 mail Shelter 80000-438100 Station #4 Appropriate Funds for Vending Machine Sales tiff's Office (\$11.36) inistration (\$83,24) ENUE: 918 318204 ding Machine Sales ENDITURE:	for 2022 Lease Revenue Bond	Ş	(139,798.46) (94.60)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11 \$ 34,945.26
9919-319204 covered Costs - Misc. PENDITURE: 112000-401304 safes-Supplemental Activities 112000-401320 ra Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bond: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) VENUE: 501-315107 rest on Bond Proceeds PHDITURE: 180000-458010 forle School Campus-Renov 80000-438015 mail Shelter 80000-438016 • Station #4 Appropriate Funds for Vending Machine Sales riff's Office (\$11.36) ininistration (\$83.24) VENUE: 918 318204 ding Machine Sales ENDITURE: 12000 406002	for 2022 Lease Revenue Bond	Ş	(139,798.46) (94.60)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11
919-319204 overed Costs - Misc. ENDITURE: 12000-401304 sfes-Supplemental Activities 12000-401320 a Security Detall-Schools Appropriate Interest Income for October 2023 thru January 2024 se Revenue Bord: October 2023 (\$35,962.42); November 2023 3,788.66); December (\$32,729.49); January (\$37,317.88) ENUE: 501-315107 rest on Bord Proceeds ENDITURE: 80000-458010 orle School Campus-Renov 80000-438015 mal Shelter 80000-438015 mal Shelter 80000-438160 Station #4 Appropriate Funds for Vending Machine Sales iif's Office (\$11.36) Jinistration (\$83.24) ENUE: 918 318204 ding Machine Sales ENDITURE:	for 2022 Lease Revenue Bond	Ş	(139,798.46) (94.60)	\$ 4,381.36 \$ 61,165.09 \$ 43,688.11 \$ 34,945.26

To: From: Subject:	Rodney A. Hathaway, County Administrator Rebecca F. Guthrie, Director of Financial Services FY24 Supplemental Appropriations For Munis (March 11 BOS M February 8, 2004	leeting)					
Date:	February 28, 2024						
FY2023-2024 This memo is to request the following supplemental appropriations:					Revenue	E	openditure
To Appropriate Funds for Local Match of the School Textbook Fund: Local Match (\$196,070.00)							
REVENUE:							
600000-510060				\$	(196,070.00)		
From General Operating							
EXPENDITURE:						\$	48,035.00
65211103-606020 Texbooks New Instr HS						Ŷ	40,000,00
55211104-606020						\$	48,035.00
Texbooks New Instr MS							
65211102-606020						\$	100,000.00
Textbooks New Instr ES							
59191009-609900						\$	(196,070.00
Contingency						\$	196,070.00
50090111-600206 Trans to Textbook						*	150,070.00
To Appropriate VDEM LEMPG Grant Funds							
LEMPG Grant Funds (\$27,932.00)							
REVENUE:							
110933-333300-30117				\$	(27,932.00)		
Emergency Services							
EXPENDITURE:						\$	27,932.00
11321000-408020 VDEM LEMPG Grant Funds						4	27,552,00
To Appropriate PERP Funds Received							
Local Only PERP: February (\$4,600.00)							
REVENUE:							
250919-319204				\$	(4,600.00)		
Recovered Cost Misc.							
EXPENDITURE:							
25532100-400703						\$	4,600,00
Local Only PERP							
To Appropriate Interest Income January 2024 for 2022 W&S Bond							
January 2024 (\$20,532.40) REVENUE:							
370961-361101				\$	(20,532,40)		
Interest on Investments							
EXPENDITURE:							
37940000-408642						\$	20,532.40
Solids Stabilization Dewatering							
To Appropriate Funds for Farmers Market							
Christie O'Neill (\$75.00)							
REVENUE: 110918-318305				\$	(75.00)		
FARMERS MARKET REG. FEE					. ,		
EXPENDITURE:							
11110200-405843						\$	75,00
SPECIAL EVENTS							
				\$	(403,140.09)	\$	403,140.09
		\$ (27,932. \$ {4,600. \$ (139,798.	23) Total in/(00) Total in/(00) Total in/(46) Total in/(Dut - Gra Dut - Soa Dut - De	neral Fund (110) Int Fund (1106) Jal Services (120 bt Service (1401) Iter/Sewer (1514	1)	
		\$ (20,532, \$ (196,070. -	00) Total In/0	Jut - Scł	iool Operating (2	-, 2205)	

-	Rodney A. Hathaway, County Administrator Rebecca F. Guthrie, Director of Financial Services FY24 Supplemental Appropriations For Munis (March 11 BOS Meeting) February 28, 2024
Date:	February 28, 2024

FY2023-2024

cc:

This memo is to request the following supplemental appropriations:

Revenue Expenditure

The Honorable Lee Bailey, Sheriff Joey McLaughlin III, Chief Deputy - New Kent County Sheriff's Office Nancy Lindsey, Finance Manager April Davidson, Secretary to the Sheriff Richard Opett, Fire Chief Lisa Baber, Deputy Fire Chief Jonathan Stanger, IT Director Mike Lang, Public Utilities Director Harold Jones, Assistant Public Utilities Director Jennifer Ronk, Billing Specialist Kathleen Lysek, Administrative Assistant Rodney Hathaway, County Administrator Matt Smolnik, Assistant County Administrator Wanda Watkins, Deputy Clerk of the Board Krista Eutsey, Public Relations Specialist Amanda Stanger, Executive Assistant to the County Administrator Suzanne Grable, Social Services Director Amy Crump, Clerk of Circuit Court Brian Nichols, Superintendent of Schools Josh Airaghi, Environmental Director Kendra Howard, Administrative Program Assistant I

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11	/2024	:	Interdepartmental Buc	lget Transfers
Motion: "Mr. Chairman, I move t (not required for Consent Agenda items)	o or I mo	t of the record. ve to approve th	Agenda as presented ne Consent Agenda as the record, with the fo	presented and that
Subject	FY24	Interdepartmen	ital Budget Transfers	
Issue				
Recommendation				
Fiscal Implications	2. 3.	Professional Ser General Services Machinery & Equ School Board Of	From Reserved for Co vices, \$22,344. s - From Reserved for Jipment, \$6,999. fice - From Appropriat igh School Athletic Fac	Contingency to ion of Funds from
Policy Implications				
Legislative History				
Discussion				
Time Needed:			Person Appearing:	
Request W	. Watki	ns, Deputy	Talanhana	904 066 0697

Request prepared by:W. Watkins, Deputy Clerk of the BoardTelephone:804-966-9687Copy provided to:	mile meeded.		r croon //ppcdring.	
		, , ,	Telephone:	804-966-9687
	.,.			

ATTACHMENTS:

Description Interdepartmental Budget Transfers for 031124 (PDF)

Туре

s for 031124 Cover Memo

REVIEWERS:

Department

Clerk Administration Attorney

Reviewer

Watkins, Wanda Hathaway, Rodney Everard, Joshua Action Approved Approved Approved

Date

3/1/2024 - 2:05 PM 3/1/2024 - 4:43 PM 3/4/2024 - 8:20 AM

BUDGE	T TRANSFER FORM				ACCOUNTING PERI Feb-24		BATCH # REF #		
FUNDS COMING FROM Account Number 11914000-409301	(CREDIT) Account Description Reserved For Contingency	<u>Amc</u> \$	<u>22,344.00</u>		FUNDS GOING TO Account Number 11110200-403170	(DEBIT) <u>Account Description</u> Professional Services		<u>Amo</u> \$	<u>unt</u> 22,344.00
R	equires BOS Approval								
				The second second					
		\$	22,344.00					\$	22,344.00

Explanation for transfer: Architectural Services - Needs Analysis for new Administration Building

	RAH PREPARE'S INITIALS	2/8/2024 DATE	
FOR FINANCE CHECKED FOR FUNDS: ENTERED: POSTED:	e office use only RG 311/24	- - -	DEPARTMENT: Administration DEPT HEAD SIGNATURE: DATE: 218/2024 COUNTY ADMINISTRATOR APPROVAL: 281

				ACCOUNTING PER	IOD:	BATCH#			
BUDGE	T TRANSFER FORM				Feb-24	FY24	REF #		
FUNDS COMING FROM	(CREDIT)				FUNDS GOING TO			A	
Account Number	Account Description	Amou	int	States and	Account Number	Account Description		<u>Amou</u>	
11914000-409301	Reserved For Contingency	\$	6,999.00		11432000-408001	Machinery & Equipmen	t	\$	6,999.00
				Start .					
					-				
-									
R	equires BOS Approval								
				(AND)					
		\$	6,999.00				ű.	\$	6,999.00

Explanation for transfer:	Replacement of zero turn mower for County-wide grass cutting.	
---------------------------	---	--

	RAH PREPARE'S INITIALS	2/26/2024 DATE	
FOR FINANCE CHECKED FOR FUNDS: ENTERED: POSTED:	E OFFICE USE ONLY	24 	DEPARTMENT: General Services DEPT HEAD SIGNATURE: DATE: 2/26/2024 COUNTY ADMINISTRATOR APPROVAL: 282

					1	ACCOUNTING PERI	IÓD:		BATCH #		
BUDGET TRANSFER FORM			H	February	FY24		REF#				
FUNDS COMING FROM Account Number	(CREDIT) Account Description		Amoun	7		UNDS GOING TO	1000	ccount Description		Amou	
31690000-468220	Appropriation of Funds from Pr	ior Years	\$	6,670.00		31690000-468026	Н	igh School Athletic Fac	liity	\$	6,670.00
·	••••••••••••••••••••••••••••••••••••••					· · · · · · · · · · · · · · · · · · ·					
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		REQUI	RES	S BC)S	APPRO	VAL	,			
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											·
-			\$	6,670.00	M					\$	6,670.00

Explanation for transfer:

		Transfer requested to upgrad	e sound systems for a	thletic facilities.		
		PREPARE'S INITIALS	DATE			
F	OR FINANCE	OFFICE USE ONLY		DEPARTMENT:	361	
CHECKED FO	R FUNDS:	199 211107		DEPT HEAD SIGNATURE:	Harmie Amo	min
ENTERED:				DATE:	2/10/24/	gasin
POSTED:				COUNTY ADMINISTRATOR APPROVAL:	AND ALL	2-8-2024
,					There	
				283		

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Treasurer's Report

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)	e to ent I move to appro	nsent Agenda as presente cord. ove the Consent Agenda a irt of the record, with the	as presented and that
Subject	Treasurer's Rep	ort - January 2024	
Issue			
Recommendation			
Fiscal Implication	IS		
Policy Implicatior	15		
Legislative Histor	у		
Discussion	Cash as of Janu funds.	ary 30, 2024, \$108,890,3	37.79 including escrow
Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			
ATTACHMENTS:			
Description		Туре	

Description Treasurer's Report - January 2024 (PDF)

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/14/2024 - 9:56 AM
Administration	Hathaway, Rodney	Approved	2/19/2024 - 12:05 PM
Attorney	Everard, Joshua	Approved	2/20/2024 - 9:13 AM

Cover Memo



Cash Account Balance (total per statements)	41,620,256.04
Investments (per statements)	
C&F - Certificates of Deposit	8,069,587.73 General Operations
Local Government Investment Pool	4,483.74
Virginia Investment Pool	48,312,551.35
Primis - Money Market + ICS	10,512,569.88
Total Investments	66,899,192.70
Total Cash and Investments	108,519,448.74
Escrow Accounts (Soil and Erosion)	370,889.05
Total Cash in Bank	108,890,337.79 including escrow funds

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Clerk

RESIDENCY	ADMINISTRATOR'S	REPORT
RESIDENCI	ADMINISTRATOR S	REFURI

Motion: "Mr. Chairman, I move (not required for Cons Agenda items)			
Subject	Residency Admini	strator's Report for F	ebruary 2024
Issue			
Recommendation			
Fiscal Implication	IS		
Policy Implicatior	ns		
Legislative Histor	y		
Discussion			
Time Needed:		Person Appearing:	
Request prepared by: Copy provided to:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
REVIEWERS:			
Department	Reviewer	Action	Date

Approved

Watkins, Wanda

3/4/2024 - 3:19 PM

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Woodhaven Property Owners Association (WPOA) Request for Assistance with Repairs to Dam - <i>County Administrator</i> <i>Rodney Hathaway</i>
Issue	Request from the Woodhaven Property Owners Association for the County to assist with repairs to the dam and spillway under Lakeshore Drive by providing the required match funding for a grant from the Department of Conservation and Recreation.
Recommendation	
Fiscal Implications	The Woodhaven Property Owners Association is in the process of applying for a Federal and State grant to fund needed repairs to the spillway and dam under Lakeshore Drive. Engineering and Design is currently underway and the construction is estimated to not exceed a cost of \$1,500,000. The WPOA is pursuing a Federal grant that will pay for 65% of the project cost, which would equal \$975,000 and would leave a balance of \$525,000. The WPOA is also pursuing a State grant that would require 50% matching funds, therefore the State grant would pay \$262,500 and the County would pay \$262,500. Also, both the Federal and State grants will only reimburse for expenditures that have occurred, therefore the County would be required to pay the entire \$1.5 million, and then seek reimbursements from the grants that would total \$1,237,500.00.
Policy Implications	The WPOA has been notified by the Virginia Department of Conservation and Recreation's (VADCR) Dam Safety and Floodplain Management Office that the spillway and dam under Lakeshore Drive is not in compliance with State regulations and therefore must be brought into compliance in order to avoid receiving a formal violation notice.
Legislative History	The WPOA had obtained a \$250,000 grant to be used for the design and construction of the spillway and had the design plan approved by DCR. DCR later notified WPOA that the spillway design did not meet the State requirements for spillways that are under roadways. Therefore, the improvements are in need of being redesigned after \$80,000 had been spent by the WPOA on the original design.
	Since there is a roadway over the spillway that would be required to be reconstructed and the spillway and dam is part of the subsurface of the roadway, the County could appropriate its Central Virginia Transportation Funds to cover the cost of

Discussion

this project. Unfortunately, until the design is complete, and bids are received, we only have an estimate prepared by the WPOA's engineer for the construction cost of approximately \$1,500,000.

Time Needed: Request prepared by:	15 minutes Rodney Hathaway, County Administrator	Person Appearing: Telephone:	Rodney Hathaway, County Administrator (804) 966-9683
Copy provided to:			
REVIEWERS: Department	Reviewer	Action	Date

Administration Administration Attorney

Hathaway, Rodney Hathaway, Rodney Everard, Joshua

Approved Approved

Approved

3/1/2024 - 7:57 AM 3/1/2024 - 7:57 AM 3/4/2024 - 8:25 AM New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consen Agenda items)	authorize the County Administrator to execute the proposed agreement with Finley Asphalt & Sealing, LLC for the resurfacing of Old Ferry Road for a total cost of \$152,075.00 to be appropriated from the Central Virginia Transportation Authority fund.						
Subject	Old Ferry Road Rest Rodney Hathaway	Old Ferry Road Resurfacing Project - County Administrator Rodney Hathaway					
Issue		Proposed contract with Finley Asphalt & Sealing, LLC for resurfacing of Old Ferry Road located in the Plum Point neighborhood.					
Recommendation	Staff recommends ad	option of the propose	ed motion.				
Fiscal Implications	The total contact cost County's Central Virg	-					
Policy Implications	-						
Legislative History	Point Road to Georgia early 2000s. The roa significant amount of in the area. On Dece invitation for Bids for improving the conditi	The County has been maintaining Old Ferry Road from Plum Point Road to Georgia Avenue since it took ownership in the early 2000s. The road is currently a gravel road that requires a significant amount of maintenance mainly due to poor drainage in the area. On December 4, 2023 the County issued an invitation for Bids for the road to be paved for the purpose of improving the condition of the road and reducing the frequency of maintenance required for the road.					
Discussion	Please see the attach	ned Agreement.					
Time Needed: 1	0 minutes	Person Appearing:	Rodney Hathaway, County Administrator				

			Administrator
•	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

ATTACHMENTS:

Description Proposed Agreement with Finley Asphalt & Sealing, LLC Туре

Cover Memo

REVIEWERS:

Department Administration Administration Attorney Reviewer Hathaway, Rodney Hathaway, Rodney Everard, Joshua Action Approved Approved Approved

Date

3/1/2024 - 7:46 AM 3/1/2024 - 7:46 AM 3/4/2024 - 8:24 AM

AGREEMENT

THIS AGREEMENT, made this	_by	and	between the
COUNTY of New Kent County, Virginia, hereinafter called "OWNER" and			
doing business as		(a	n Individual)

or (a Partnership) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter

mentioned:

1. The CONTRACTOR will commence and complete construction of:

OLD FERRY ROAD RESURFACING New Kent COUNTY Invitation for Bid #23-1106PL

- 2. The CONTRACTOR must furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
- The CONTRACTOR will complete the work required by the CONTRACT DOCUMENTS not later than *May 31, 2024 <u>based on an anticipated</u>* NOTICE TO PROCEED ranging from *March 1, 2024 to May 1, 2024*. The work must be completed within 30 days of the issuance of NOTICE TO PROCEED.
- 4. The CONTRACTOR must perform all of the WORK described in the CONTRACT DOCUMENTS and must comply with the terms therein for the sum of:

(\$_____).

- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) INSTRUCTIONS TO BIDDERS
 - (B) BID FORM
 - (C) BID BOND
 - (D) Agreement
 - (E) General Conditions
 - (F) Supplemental Conditions "Attachment E"
 - (G) Labor and Material Payment BOND
 - (H) Performance BOND
 - (I) Change Order(s)

IFB# 23-1106PL Old Ferry Rd Resurfacing New Kent County

ATTACHMENT D

(Include this form with Sealed Proposals)

BID SUMMARY FORM NEW KENT COUNTY



IFB #23-1106PL Old Ferry Road Resurfacing Road Opening 2:00 pm

Monday, January 15, 2024

To: <u>NEW KENT COUNTY</u>

For the Construction of: <u>OLD FERRY ROAD RESURFACING</u>

The undersigned Bidder has carefully examined the site of work, the Plans, the General Conditions, Technical Specifications, Supplemental Conditions, the Agreement, the Form of Performance and Labor and Material Payment Bonds and all other documents included in the Invitation for Bid for the construction of the above named project, and in compliance with this Invitation for Bid Document will provide all the necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all materials called for in accordance with the requirements of the COUNTY and the true intent of the Contract Documents, and with an *anticipated between March 1, 2024 – May 1, 2024, with a completion of the project no later than May 31, 2024*.

For the Lump Sum *Base Bid* of: ______one hundred fifty-two thousand and seventy-five _____(152,075.00) DOLLARS

The undersigned Bidder further understands that all supplies and materials covered by this Bid shall be new and of the best quality and the highest-grade workmanship. The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save New Kent COUNTY, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The Bidder acknowledges receipt of the following Addenda: Addendum #1, 1/11/24

Accompanying this Bid is a Bid Bond/certified check in the amount of ______ payable to Treasurer, New Kent COUNTY, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, or if the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Labor and Material Payment Bonds under the conditions and within the time specified.

The undersigned Bidder agrees to begin the work not later than 10 days after the date specified in the Notice to Proceed and to prosecute the work in such manner as to complete it within the time limit as set forth above. In the event the said work is not completed within the time limit above stated, Bidder shall be liable and hereby agrees to pay the Owner as liquidated damages and not as a penalty the sum specified as liquidated damages in the Supplemental Conditions per calendar day for each and every day that the said work remains incomplete after the expiration of the Final completion date.

Va. Contractor License Number 2705 027606A

Award of this bid shall be made to the lowest responsive and responsible bidder based upon the total lump sum provided on the Bid Form.

CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

In accordance with the Virginia State Corporation Commission Registration requirement in paragraph 66 of the General Conditions, the bidder shall check one of the following. The bidder is:

 $\frac{x}{0431132-0}$ a corporation or other business entity with the following SCC identification number:

 \Box not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

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

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

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

CHANGE ORDER PRICES

Bids shall be <u>LUMP SUM</u> and shall include <u>ALL WORK</u> necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided (ABOVE) by the bidder includes all material quantities required to perform the project. With the exception of allowance items, material quantities will not be tracked and used as justification for payment during construction. Allowance items are identified and are intended to represent conditions expected to be encountered in the project. Allowance items will be tracked, and the Owner will pay extra for or be provided a credit for the over-runs or under-runs of these items at the unit prices quoted herein.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.

Line <u>No.</u>	<u>VDOT</u> <u>Item</u> <u>No.</u>	Estimated Quantity	Item Description	<u>Unit</u>	<u>Unit Price</u>
1.	00001	25	POTHOLE REPAIR (Allowance)	EA	\$10,000.00
2.	00100	1	Mobilization	LS	\$6,000.00
3.	00102	1	Construction Surveying (No Plan)	LS	\$6,000.00
4.	10100	350	Aggregate Base Material Type 1, No. 21B	TN	\$110.00
5.	10022	3000	Type C Blotted Seal Coat	SY	\$12.00
6.	10040	15	Blot Fine Aggr. (Fine Aggr. Grading B, Natural or Mfg.)	TN	\$125.00
7.	10465	23	Cover Mat'l Aggr. (No. 8P Stone, Slag or Crushed Gravel)	TN	\$_135.00
8.	10482	45	Cover Mat'l Aggr. (No. 68 Stone, Slag or Crushed Gravel)	TN	\$135.00
9.	14260	10	Crusher Run 25/26	TN	\$100.00
10.	16257	1200	Liquid Asph. Mat'l (RC-70, RC- 250, MC-70, or MC-250)	GAL	\$8.50
11.	16257	960	Liquid Asph. Mat'l (CRS-2, CMS-2 or CMS-2h)	GAL	\$7.00

<u>Line</u> <u>No.</u>	<u>VDOT</u> <u>Item</u> <u>No.</u>	Estimated Quantity	Item Description	<u>Unit</u>	<u>Unit Price</u>
12.	24503	1	Removal & Disposal of Existing Gravel	LS	\$20, 000.00
13.	51966	1	Materials Testing	LS	\$3, 600.00
14.					

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Finley	Finley Asphalt & Sealing, LLC									as	Princ	ipal,	and	
Atlantic Specialty Insurance Company as								Sure	ety, a	are l	nereby			
held	and	firmly	bound	unto	New	Kent	COUNTY,	_as	owner	in	the	pena	l su	m of
Five (Five (5%) Percent Amount of The Bid for payment of which, well and								ell and					
truly	to be 1	made, w	e hereby	jointly	and se	everally	bind ourselv	es, s	uccessor	's an	d assi	gns. S	Signe	ed, this
15th	15th day of January , 2024. The Condition of the above obligation is such that							ch that						
whereas the Principal has submitted to New Kent COUNTY a certain BID, attached hereto and														
hereby made a part hereof to enter into an Agreement in writing, for the construction of OLD FERRY														
ROA	D RE	SURFA	CING.											

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Finley Asphalt & Sealing, LLC

600

Principal

Atlantic Specialty Insurance Company

Surety

By:

Clinton J. Diers, Attorney-in-Fact



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



Power of Attorney

Surety Bond No: Bid Bond

Principal: Finley Asphalt & Sealing, LLC Obligee: New Kent County

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: <u>Clinton J. Diers</u>, each individually if there be more than one named, its true and lawful Attorney-in -Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: slxty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



neman

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Usm Nachlait

Notary Public

By

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force. Signed and sealed. Dated <u>15th</u> day of <u>January</u>, 2024.



·Vfy

Christopher V. Jerry, Secretary

ATTACHMENT C AFFIDAVIT OF NON-COLLUSION

(Include this form with Sealed Proposals)

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the County of New Kent, Virginia, is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Invitation for Bid specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid.

Leh Signature:

Date: _______

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

7861 David Williams Way

Bristow, VA 20136

 Telephone:
 703-368-2289

 Facsimile:
 703-330-6023



Invitations For Bid IFB# 23-1106PL Old Ferry Road Resurfacing New Kent County, Virginia

Date: January 11, 2024

ADDENDUM NO. 1 TO ALL BIDDERS:

Commodity:Road ConstructionDated:December 4, 2023Bid Proposal Due:January 15, 2024

County Offices will be closed on the original bid proposal due date of January 15, 2024 due to the observance of Reverend Martin Luther King, Jr. Day. Therefore, signed and sealed bids will be received by US Mail, private courier, or in person until <u>2:00 p.m. on Tuesday, January 16,</u> <u>2024</u> at the New Kent County Administration Office, located at 12007 Courthouse Circle, New Kent, Virginia 23124.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Signature

COO Title Finley Asphalt & Sealing, LLC. dba Finley Asphalt & Concrete

Company

1/11/2024

Date



Dba Finley Asphalt & Sealing, LLC.

P.O. Box 1710 Manassas, VA 20108

REFERENCES

Prince William County Schools

P. O. Box 389
Manassas, VA 20108
John I. Mills <u>millsji@pwcs.edu</u>
Ph. 571-264-8532 Fax 703-791-7695
1998 to Present
\$5k - \$1.5m
Excavation, drainage, concrete, milling, paving, athletic fields and pavement markings at multiple school locations

Loudoun County Public Schools

1002-C Sycolin Rd SE Leesburg, VA 20175 Dennis Kostick <u>dennis.kostick@lcps.org</u> Ph. 571-252-2974 Fax 571-437-1397 2011 - Present \$5K - \$1.0M *Multiple School locations milling, paving, concrete and pavement markings*

Fairfax County Annual Contract

Department of Public Works and Environmental Services Utilities Design and Construction Division 12000 Government Center Parkway, Suite 463 Fairfax, VA 22035 Lisa McCorkle <u>lisa.mccorkle@fairfaxcounty.gov</u> Ph. 703-324-5254 2019 to Present \$2M + Excavation, drainage, concrete, milling, paving, athletic fields and pavement markings at multiple school locations

Spotsylvania County Public Schools

9104 Courthouse Road Spotsylvania, VA 22553 Barry Dickinson <u>bwdickinson@spotsylvania.k12.va.us</u> Ph. 540-841-8055 Fax 540-834-2500 2012 to Present \$5k - \$100k Milling and paving at various locations

ARLINGTON COUNTY

4200 28th Street S. Arlington, VA 22206 Carla M. Alayon <u>calayon@arlingtonva.us</u> Ph. 703-228-7730 2016 to 2020 \$3M + Milling, paving and utility adjustments

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c/c	26	Century Blvd					o, Ext): 1-877): 1-888-	-467-2378
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121	96 V	Washington Hwy							rance Company		35289
Asr	lanc	d, VA 23005						al Fire Ins	surance Company of	Hartfor	20478
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		POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGO		2,000,000
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в		OWNED SCHEDULED AUTOS			7018235087	03/01/2023	03/01/2024				
	×								PROPERTY DAMAGE (Per accident)	\$	
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							© 19	88-2016 AC	ORD CORPORATION.	All righ	ts reserved.

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BATCH: 2872725

SR ID: 23804330

302

Page 1 of 1

Depart	October 2018) Iment of the Treasury In Revenue Service	Give Form to the requester. Do not send to the IRS.									
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.										
	2 Business name/d	and Sealing, LLC isregarded entity name, if different from above									
	Finley Asphalt										
Print or type. Specific Instructions on page 3.											
e ö		Exempt payee code (if any)									
cti J	✓ Limited liability	company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner									
Print or type. c Instruction	Note: Check t LLC if the LLC another LLC th	he appropriate box in the line above for the tax classification of the single-member ov is classified as a single-member LLC that is disregarded from the owner unless the o nat is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing	wner of the LLC is le-member LLC that	Exemption from FATCA reporting code (if any)							
iji.	is disregarded	from the owner should check the appropriate box for the tax classification of its own	er.								
be	Other (see inst			(Applies to accounts maintained outside the U.S.)							
	1. X.A	street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)							
See	7861 David Will		Remit to:								
	6 City, state, and Z	Picode	PO Box 1710								
	Bristow, VA 20		Manassas, VA	20108							
	7 List account number(s) here (optional)										
Par	tl Taxpay	er Identification Number (TIN)									
Enter	your TIN in the app	ropriate box. The TIN provided must match the name given on line 1 to ave	oid Social sec	urity number							
backı reside	up withholding. For ent alien, sole propr	individuals, this is generally your social security number (SSN). However, for ietor, or disregarded entity, see the instructions for Part I, later. For other er identification number (EIN). If you do not have a number, see <i>How to ge</i>	ora] - [] - [] [

Request for Taxpaver

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

TIN, later.

 M_0

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Olun	Kun	January 20, 2023	3
Gene	ral Instru	ctions Shirley Rive	era, Treasurer	• Form 1099-DIV (dividends, including those from st	ocks or mutual

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

DIV (dividends, including those from stocks or mutual funds)

- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- · Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

or

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Employer identification number

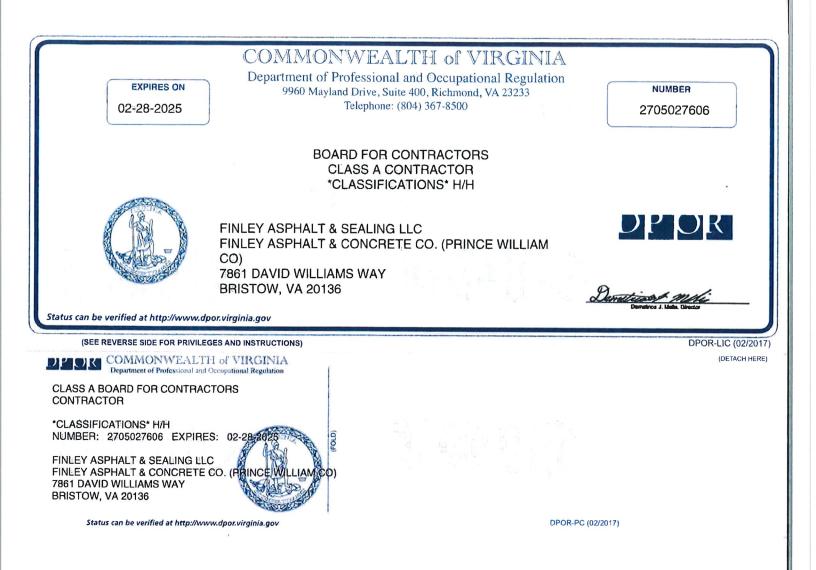
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- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Entity Information

	Finley Asphalt & Sealing, LLC	
Entity ID:	04311320	
	Limited Liability Company	
Entity Status:	Active	
Series LLC:		
Reason for Status:	Active	
Formation Date:		
Status Date:	06/10/2021	
VA Qualification Date:	07/22/1994	
Period of Duration:	Perpetual	
Industry Code:	0 - General	
Annual Report Due Date:	N/A	
Jurisdiction:	VA	
Charter Fee:	N/A	
Registration Fee Due Date:	Not Required	

Registered Agent Information	
RA Type: Locality:	Entity CHESTERFIELD COUNTY
RA Qualification:	BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA
	COGENCY GLOBAL INC. 250 Browns Hill Ct, MIDLOTHIAN, VA, 23114 - 9510, USA

Principal Office Address

Privacy Policy (https://www.scc.virginia.gov/privacy.aspx) Contact Us

(https://www.coo.virginia.gov/alk/alk_contact.gopy)

https://cis.scc.virginia.gov/EntitySearch/BusinessInformation?businessId=165500&source=FromEntityResult&isSeries = false

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1/11/24, 9:35 AM

VIRGINIA - SCC

(Titips.//www.scc.vii.yiiiia.gov/cik/cik_contact.aspx) Address: 7861 DAVID WILLIAMS WAY, BRISTOW, VA, 20136,

(https://www.facebook.com/VirginiaStateCorporationCommission)

(https://twitter.com/VAStateCorpComm)

Filing History

RA History Name History

Previous Registrations

Protected Series

Garnishment Designees Image Request

Back) (Return to Search) (Return to Results

Back to Login

Privacy Policy (https://www.scc.virginia.gov/privacy.aspx) Contact Us

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- (J) DRAWINGS prepared by *Timmons Group*
- (K) SPECIFICATIONS dated December 4, 2023
- (L) ADDENDA:
 - No._____, dated_____, 20____. No._____, dated_____, 20____.
- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. The undersigned Contractor indemnifies and holds the COUNTY of New Kent County, Virginia (the "COUNTY"), and its officers, agents, and employees, and the Virginia Department of Transportation ("VDOT") harmless from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance or nonperformance of the work, including but not limited to any such claim, damage, loss, or expense, that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's indemnification obligation under this agreement is limited to claims, damages, losses, and expenses caused in whole or in part by any act or omission of the Contract, or any Subcontractor (a "Subcontractor") performing work required by the Contract, or anyone directly or indirectly employed by any of them or anyone for whose acts Contractor or its Subcontractor may be liable. Contractor or any Subcontractor may be liable, regardless of whether or not such claims, damages, losses, and expenses are caused in part by a party indemnifiedhereunder.

The Contractor's indemnification obligation hereunder with respect to any and all claims against the COUNTY or any of its officers, agents or employees, or VDOT by any employee or statutory employee of the Contractor, or of any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor or Subcontractor may be liable, is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

The Contractor's indemnification obligation hereunder does not extend to the liability of the Engineer, his agent or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage. The Contractor's indemnification obligation contained in this paragraph is in addition to any other indemnification obligation of the Contractor set forth within the Contract Documents.

- 8. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. Neither party may be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any

obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected must use reasonable commercial efforts to avoid or remove such causes of nonperformance, and must continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party must provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties must mutually seek a resolution of the delay or the failure to perform as noted above.

10. Employment Discrimination (*Code of Virginia*, Section 2.2-4311, as amended)

During the performance of the Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CONTRACTOR

BY_____(Signature)

NAME______(Typed or Printed)

TITLE

ADDRESS

IFB# 23-1106PL Old Ferry Rd Resurfacing New Kent County

NEW KENT COUNTY

BY_____

(Signature)

NAME

(Typed or Printed)

TITLE County Administrator

APPROVED AS TO FORM:

COUNTY ATTORNEY

Invitation for Bids



Planning Department

Old Ferry Road Resurfacing (IFB #23-1106PL)

December 4, 2023

New Kent County Planning Department 12007 Courthouse Circle / PO Box 150 New Kent, Virginia 23124 (804) 966-9690

IFB #23-1106PL

INSTRUCTIONS TO BIDDERS

The New Kent County Planning Department is soliciting bids from contractors in order to obtain sealed bids for a resurfacing project to serve the Plum Point community. Signed & sealed bids will be received by US Mail, private courier or in person until 2:00 pm on Monday, January 15, 2024 at the following location:

New Kent County Administration Office 12007 Courthouse Circle New Kent, Virginia 23124 (804) 966-9690

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"SEALED BID – OLD FERRY ROAD RESURFACING"

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting vendor unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages shall be submitted **in duplicate** in the sealed & labeled envelope.

All bids received as directed above will be turned over to the Planning Department for careful review and evaluation.

The Planning Department intends to award this IFB to the **lowest responsive and responsible bidder**. The Planning Department reserves the right to **waive minor informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. The Planning Department reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The contact for the Old Ferry Road Resurfacing Project Invitation for Bids is:

Amy Inman, Director Planning Department 12007 Courthouse Circle New Kent, Virginia 23124 (804) 966-9690 aminman@newkent-va.us

SITE LOCATION

The site is located in New Kent County off Route 636 – Plum Point Road.

SCOPE-OF-WORK

The scope-of-work is for the selected bidder to **provide roadway resurfacing and incidental work** according to the subsequent specifications and "no-plan" design.

The scope-of-work shall be submitted as a "Base Bid" and shall generally proceed as outlined below:

Base Bid:

- ✓ Construction of a resurfacing of existing Old Ferry Road south and east of the intersection of Plum Point Road and Old Ferry Road to Georgia Avenue with connections to existing Maryland Avenue and Georgia Avenue;
- ✓ Approximately 1,467 linear feet of 2-lane shoulder roadway that includes a tie to Plum Point Road and a squaring up of the roadway at Georgia Avenue;
- ✓ The project consisting of demolition/removal of some remnants of previous surface treatment attempts in the corridor, stripping of approximately 2 inches of contaminated stone subbase, replenishment of 2 inches of stone subbase, fine-grading, and the resurfacing of the existing roadway (approximately 3,000 SY);
- ✓ All work shall be completed from existing edge of stone to existing edge of stone as depicted in attached plan sheets 1-3;
- ✓ All work shall be completed under traffic to and from the homes off Maryland Avenue and Georgia Avenue; and
- All materials and placement methods shall comply with VDOT standards and specifications.

Note: Contractor shall refer to the attached plan assembly (Attachment E) for a visual representation of the details and limits of the work as summarized above

The scope-of-work (including any other applicable services not specifically mentioned in the scope-of-work) shall be also performed in conformance with the following documents (and as amended by contract provisions and the complete paper copy of the approved plan assembly):

- ✓ 2020 VDOT Road and Bridge Specifications
- ✓ 2016 VDOT Road and Bridge Standards
- ✓ 2009 Manual for Uniform Traffic Control Devices (MUTCD)
- ✓ 2011 Virginia Supplement to the MUTCD

- ✓ 2011 Virginia Work Area Protection Manual (November 1, 2020 Revision)
- Occupational Safety & Health Administration (OSHA) construction standards
- ✓ Virginia Department of Environmental Quality (DEQ) and Department of Health (VDH) Regulations for potable water well construction
- ✓ Attachment E "Supplemental Conditions

PRE-BID MEETING

No pre-bid meeting has been scheduled. Potential vendors are asked to email Chris Kiefer at <u>chris.kiefer@timmons.com</u> with any and all questions.

EOUIVALENT PRODUCTS

Wherever a product is specified by name, equivalent products may be substituted, provided that the substitute product meets the minimum specifications of the specified product. Equivalent products must be approved at the sole discretion of the County.

SUBMITTALS

Prior to commencing work, the contractor shall provide submittals for:

- ✓ Project schedule;
- ✓ Schedule of values; and
- ✓ Completed VDOT C-25 forms for all materials to be used on the project.

RESPONSES TO THE IFB

Responses to the IFB shall be submitted in

duplicate. Each submitting firm's response to

the IFB shall include:

- 1. Complete & signed **Bid Summary Form** (Attachment D), with a cost that is all inclusive of the scope of work requested.
- 2. Complete & signed Affidavit of Non-collusion (Attachment C).
- 3. **List of References** for relevant projects
- 4. Detailed **sample Certificate of Insurance** in accordance with the requirements outlined in Attachment A
- 5. Copy of current Virginia DPOR Contractor's License

EVALUATION & AWARD OF CONTRACT

The contract will be awarded to the **lowest responsive and responsible bidder**, based on the Bid Prices received.

AVAILABLE FUNDS

If the lowest responsive and responsible bid exceeds the available funds

designated for the procurement, the County may, at its sole discretion, negotiate with the lowest responsive and responsible bidder for an extended time frame for start/completion, a reduction in the specified scope-of-work, substitution of specified materials, etc. which can be procured within the available funds.

SURETY

Prior to execution of the contract agreement, the selected bidder shall provide **surety in the amount equivalent to the bid price**; this surety shall be in compliance with the New Kent County Surety Policy as follows:

- ✓ In the form of cash, certified check, performance bond or letter of credit and only following review as to form by the County Attorney.
- ✓ Letters of credit must be drawn on a federally insured financial institution.
- ✓ The location of the guarantor, or branch thereof, where the surety is to be presented for redemption or call must be within 100 miles of New Kent County.
- ✓ Sureties shall be governed by the laws of the Commonwealth of Virginia and the venue for all proceedings initiated in connection with sureties and the obligations arising thereof shall be the County of New Kent.
- ✓ Letters of credit shall be irrevocable and shall automatically renew for periods of no less than one year unless the COUNTY provides notice otherwise.

PRE-CONSTRUCTION CONFERENCE & SUBMITTALS

Upon the issuance of Notice of Intent to Award the contract, and prior to the issuance of the Notice to Proceed by the County, a pre-construction conference shall be scheduled and the selected bidder shall provide submittal information on the following:

- ✓ A current Certificate of Insurance accompanied by a Letter of Endorsement from the insurer, both naming the County as additional insured, and showing coverage in the amounts required in Attachment A.
- ✓ Evidence of surety in compliance with the New Kent County surety policy listed above.
- ✓ Project schedule & Schedule of values
- ✓ Completed VDOT C-25 forms for all materials to be used on the project.

PROJECT TIMELINE

Once the contract for this IFB is approved by the County, and a pre- construction conference is conducted, the County will issue a Notice to Proceed with the project. At that time the selected bidder is expected to move expeditiously with the project, according to the following benchmarks:

IFB# 23-1106PL Old Ferry Road Resurfacing New Kent Planning Department

Approval / Award of Bid Mobilization Project Completion & Acceptance No later than January 31, 2024 15 days following NTP No later than May 31, 2024

INVOICING & PAYMENT

Invoicing shall be based upon the schedule of values provided by the selected bidder. Invoicing for mobilization may not exceed 10% of the base bid amount, and total invoicing shall not exceed 95% of the base bid amount prior to the Return to Service. Payments on invoices received for services rendered shall be made **net 30 days upon receipt of the firm's invoice.**

CONTRACT TERMS

The terms and conditions contained in Attachments A, B, C, D, and E shall be incorporated into this IFB. The IFB, as well as the firm's Bid Price will be incorporated into the contract between the selected firm and the County. Proposed changes to the contract terms or scope-of-work **shall be submitted to County in writing**. There shall be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from County**.

If the selected firm proves themselves unable to accommodate the needs of New Kent County, the County may terminate the contract immediately for cause. Otherwise, the contract may be terminated for good cause shown by either party upon 30 days' written notice. There shall be no cost or surcharge for contract termination. Payment shall be due only for services provided prior to the termination date of the contract.

CHANGE ORDER PRICES

Bids shall be **LUMP SUM** and shall include **ALL WORK** necessary to complete the project to the full intent of the plans and accompanying bid documents. A bid summary is listed but is not intended to over-ride information shown on the Plans, and does not include all incidentals necessary to complete the work. The Lump Sum price provided by the bidder includes all material quantities required to perform the project. With the exception of allowance items, material quantities will not be tracked and used as justification for payment during construction.

Allowance items are identified in Attachment E and are intended to represent conditions expected to be encountered in the project. Allowance items will be tracked, and the Owner will pay extra for or be provided a credit for the over-runs or under-runs of these items at the unit prices quoted herein.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these quantities are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order as defined in Attachment E. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.

The County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined based on Attachment E. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

ATTACHMENT A IMPORTANT! READ CAREFULLY!

- 1. A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of 60 calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.
- 2. The COUNTY may cancel or reject any invitation to bid, request for proposal, other solicitation, any bid, or any proposal when the COUNTY determines that it is in the best interest of the COUNTY to do so. The COUNTY shall make the reasons therefore a part of the contract file. The COUNTY may reject any bid that is incomplete, conditional, obscure, or which is not in conformance with the specifications, or the COUNTY may waive any such irregularities at its option.
- 3. If the COUNTY receives more than one bid or proposal for the same total amount or unit price, quality and service being equal, the COUNTY shall invite the tie bidders to resubmit written bids below the original bid and the COUNTY shall award the contract to the bidder with the lowest price.
- 4. If the lowest acceptable bid exceeds available funds, the COUNTY may negotiate with the bidder to obtain a contract price within available funds. The parties shall confine negotiations to a reduction in the contract price and shall not deal with changes in the contract requirements.
- 5. Except in the case of an emergency affecting the public health, safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
- 6. No contract other than one for the professional services of an accountant, architect, land surveyor, landscape architect, attorney, doctor of medicine or optometry or professional engineer, shall be awarded for a period in excess of three years.
- 7. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:
 - 7.1. Cost estimates relating to a proposed procurement transaction prepared by or for the COUNTY shall not be opened to public inspection.
 - 72. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder may be allowed to inspect the bid or proposal records prior to award unless the COUNTY decides not to accept any bids and to reopen the contract.
 - 7.3. Trade secrets or proprietary information submitted to the COUNTY are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons therefore. The information must be clearly marked "proprietary" or "trade secret" prior to being submitted.
- 8. Any bidder submitting a proposal to the COUNTY subjects himself or itself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any bidder. The administrator or the public body, as the case may be, in their sole discretion will evaluate bids or proposals and, in all cases, the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
- 9. The COUNTY does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the COUNTY.

- 10. Once invitations to bid or requests for proposal have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will then send written instructions to all bidders. The COUNTY will not be responsible for any oral instructions.
- 11. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
- 12. At his sole discretion, the administrator may require a bid, performance, or payment bond in any procurement solicitation. The bid documents shall clearly state the requirement for such bond.
- 13. By submitting a bid or proposal, the Bidder agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the Bidder from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the Bidder to request additional compensation.
- 14. The firm, corporate, or individual name of the bidder must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation, the officer signing must state his or her title and each officer signing must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm".
- 15. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.
- 16. Pursuant to an invitation to bid, the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2-4301 of the Code of Virginia of 1950. When the COUNTY uses competitive sealed bidding, it considers the following factors in addition to price when determining the lowest responsive and responsible bidder:
 - 16.1 The ability, capacity, and skill of the bidder to perform the contract or provide the services required;
 - 16.2 Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - 16.3 The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - 16.4 The quality of performance of previous contracts or services;
 - 16.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - 16.6 The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
 - 16.7 The quality, availability, and adaptability of the goods or services to the particular use required;
 - 16.8 The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 - 16.9 The number and scope of conditions attached to the bid; and
 - 16.10 Any other condition or criteria included in the request for bids or the instructions to bidders.

- 17. The COUNTY reserves the right to reject all bids received in response to an invitation to bid or request for proposal should the bid from the lowest responsible bidder exceed available funds.
- 18. In the alternative, and at its sole option, the COUNTY may negotiate with the lowest bidder to obtain a contract price within available funds pursuant to §2.2-4318 of the Code of Virginia, 1950, as amended. The parties shall first confine negotiations to a reduction in the contract price and shall not deal with changes in the contract requirements. The procedure for this process will be:
 - 18.1 The COUNTY or their designee shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further suggest amendment of the proposed purchase price and invite the lowest responsible bidder to amend its bid or proposal based upon the proposed amendment.
 - 18.2 Repetitive informal discussions with the lowest responsible Bidder for purposes of obtaining a contract within available funds shall be permissible.
 - 18.3 The lowest responsible Bidder shall submit an addendum to its bid or proposal, which addendum shall include any change in the purchase price.
 - 18.4 If the proposed addendum is acceptable to the Board of Supervisors, the Board may award a contract within funds available to the lowest responsible Bidder based upon the amended bid or proposal.
 - 18.5 If the COUNTY and the lowest responsible bidder cannot negotiate a contract price within available funds and the lowest bid is within twenty-five percent (25%) of the amount of available funds, the COUNTY may amend its Request for Proposal to bring the requirements within the available funds. The procedure to be followed is:
 - 18.6 The COUNTY or their designee shall advise the lowest responsible bidder, in writing, of the changed requirements.
 - 18.7 The lowest responsible bidder shall submit an addendum to its bid or which addendum shall include acceptance of the changes in requirements and a revised bid.
 - 18.8 If the proposed addendum and price are acceptable to the Board of Supervisors, the Board may award a contract within funds available to the lowest responsible bidder based upon the amended bid.
 - 18.9 If the proposed addendum is acceptable to the Board of Supervisors, the Board may award a contract within funds available to the lowest responsible bidder based upon the amended bid or proposal.
- 19. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in a descending order of importance in determining the most qualified firm or individual:
 - 19.1 Any special qualifications or requirements set forth in the proposal documents.
 - 19.2 Qualifications of the project manager and project teams.
 - 19.3 Overall qualifications and experience of firm and any subcontractor to be used.
 - 19.4 Quality of the content of the proposal and its responsiveness to the request for proposal.
 - 19.5 The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
 - 19.6 The location of the office that will have the responsibility for providing the services and the ability of the bidder to respond quickly to requests or requirements of the COUNTY.
 - 19.7 Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
 - 19.8 Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

ATTACHMENT B

The procurement documents, including all attachments to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder (the "Bidder") will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to all procurements done by the County of New Kent (the "COUNTY").

- 1. General Provisions
 - 1.1 Nothing in any resulting contract shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the COUNTY.
- 2. Laws of the Commonwealth
 - 2.1 Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Bidder providing goods or services to the COUNTY under this contract assures the COUNTY that it is:
 - 21.1 Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - 212 Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 - 213 Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 - 21.4 Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
 - 2.2 In every contract of over \$10,000, the Bidder agrees during the performance of this contract that the Bidder:
 - 221 Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Bidder;
 - 222 Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
 - 223 Will state that the Bidder is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Bidder under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 2.3 The Bidder will include the provisions of the foregoing subparagraph 2.2.1 in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - 2.4 In every contract of over \$10,000, the Bidder agrees during the performance of this contract that the Bidder shall:

- 24.1 Provide a drug-free workplace for its employees;
- 242 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 its workplace and specify the actions which will be taken against any employee for a violation;
- 243 State in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and
- 24.4 Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.
- 245 For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Bidder in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 2.5 In addition to the provisions contained in sub-paragraph 2.4 pertaining to a drugfree place, Bidder shall comply with the federal Drug Free Workplace Act.
- 2.6 Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.
- 2.7 "Faith-based Organization" means a religious organization that is or applies to be a Bidder to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
- 2.8 If Bidder is a faith-based organization, then Bidder shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY's selection of a charitable or faith-based provider of services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you based on religion, a religious belief, or your refusal to participate actively in a religious practice. If you object to a particular provider because of its religious character, you may request

assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify County Administrator.

- 3. Certifications
 - 3.1 The Bidder certifies:
 - 3.1.1 That the bid or offer is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal;
 - 3.12 That the bid or offer is in all respects fair and without collusion or fraud; and
 - 3.13 That the bid or offer is or is intended to be competitive and free from any collusion with any person, firm, or corporation.
 - 3.1.4 That the Bidder has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A "kickback" is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
 - 3.15 That the Bidder is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed.
 - 3.1.6 That the Bidder understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
 - 3.1.7 That the Bidder has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- 4. Warranties
 - 4.1 Any goods or services furnished by the Bidder under the contract shall be covered by the most favorable warranties provided by the Bidder to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the COUNTY. The Bidder agrees that if

such warranties are in any respect breached, the Bidder will pay to the COUNTY the full contract price agreed to by the COUNTY to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

- 5. Modifications, Additions, or Changes
 - 5.1 Modifications, additions, or changes to these terms and conditions may not be made except in writing and agreed to by the COUNTY; however, no fixed priced contract may be increased by more than 25% of the amount of the contract or \$50,000, whichever is less, without the approval of the COUNTY. The amount of any contract may not be increased for any purpose without adequate consideration provided to the COUNTY.
- 6. Hold Harmless
 - 6.1 The Bidder agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Bidder/any services of any kind or nature provided by the Bidder, provided that such liability is not attributable to the sole negligence on the part of the COUNTY or to failure of the COUNTY to use the materials, goods, or equipment in the manner outlined by the Bidder and descriptive literature or specifications submitted with the Bidder's bid.
- 7. Assignment
 - 7.1 The contract may not be assigned, sublet, or transferred without the written consent of the COUNTY.
- 8. Default
 - 8.1 In the case of default or breach by the Bidder or the failure of the Bidder to deliver the services in conformance with the specifications in the contract, the COUNTY shall give written notice to the Bidder specifying the manner in which the contract has been breached. If the COUNTY gives such notice of breach and the Bidder has not corrected the breach within 15 days of receipt of the written notice, the COUNTY shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Bidder responsible for any and all excess cost occasioned thereby.
- 9. Audit
 - 9.1 The Bidder hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment or after all other pending matters are closed, whichever is longer. The COUNTY and its authorized agents, state auditors, the grantor of the funds to the COUNTY, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Bidder which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

- 10. Ownership of Documents
 - 10.1 Any reports, studies, photographs, negatives, or other documents prepared by Bidder in the performance of its obligations under any resulting contract shall be remitted to the COUNTY by the Bidder upon completion, termination, or cancellation of this Contract. Bidder shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Bidder's obligations under this contract without the prior written consent of the COUNTY. The COUNTY shall own the intellectual property rights to all materials produced under this contract.
- 11. Payment and Performance Bond
 - 11.1 The COUNTY reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.
- 12. Required Payment
 - 12.1 Pursuant to Section 2.2-4354 of the Code, the Bidder covenants and agrees to within seven days after receipt of any amounts paid to the Bidder under the Contract:
 - 121.1 Pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor; or
 - 12.12 Notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore;
 - 1213 Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Bidder under the Contract; and
 - 12.1.4 Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Bidder on all amounts owed by the Bidder that remain unpaid after seven days following receipt by the Bidder of payment from the COUNTY for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12.1.2, above.
 - 12.15 Include in its contracts with any and all subcontractors the requirements of paragraphs 12.1.1, 12.1.2, and 12.1.3, above.
- 13. Liability Coverage
 - 13.1 Unless otherwise expressly excepted in the procurement announcement documents prepared by the COUNTY, the Bidder shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the COUNTY from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section entitled "Insurance and Bond Requirements" set forth below and shall name the Board of Supervisors and the COUNTY as an Additional Insureds.

- 13.2 Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of A:V1. The Bidder shall provide the COUNTY with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the COUNTY at least 30 days' notice prior to cancellation or other termination of such insurance. The COUNTY shall be named as a co- insured on all such policies and evidence of such status as a co-insured shall be provided to the COUNTY prior to the time the contract is executed by the COUNTY.
- 14. Insurance and Bond Requirements
 - 14.1 Unless otherwise specified in the RFP, the Bidder shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

Type of Coverage:	Limits:
Workers' Compensation and Employer's	Statutory, including
Liability including coverage under United States Longshoremen's and	Employer's Liability of: \$100,000 each accident,
Harbor Worker's Act where applicable	\$100,000 each disease-
	each employee, and
	\$500,000 policy limit
Comprehensive General Liability	\$1,000,000.00 Disease-
endorsement coverage. Automobile	Each Employee
Bodily Injury Liability and Property	\$1,000,000 Aggregate
Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non- owned, or hired by the Bidder	\$1,000,000 Per Accident

- 14.2 The Bidder shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the COUNTY for damage thereto.
- 14.3 The COUNTY reserves the right to require insurance of any Bidder in greater amounts provided notice of such requirements is stated in the Solicitation.

15. No Waiver

- 15.1 Any failure of the COUNTY to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.
- 16. Termination
 - 16.1 Unless otherwise specified in the RFP, the COUNTY may terminate the resulting contract for its convenience upon 30 days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Bidder's work under this contract.
- 17. Choice of Law
 - 17.1 To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.
- 18. Forum Selection
 - 18.1 The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses set forth in the Notices section of this Attachment shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of New Kent County or in the Federal Courts of the Eastern District of Virginia, Richmond Division. The prevailing party in any legal action to enforce any agreement shall be entitled to recover its reasonable attorney's fees and costs.
- 19. Severability
 - 19.1 If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

20. Notices

- 20.1 All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by firstclass mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.
- 20.2 Notices to the COUNTY shall be sent to:

County Administrator New Kent County 12007 Courthouse Circle Post Office Box 150 New Kent, VA 23124-0050 Fax: (804) 966-9370

With a copy to:

County Attorney New Kent County 12007 Courthouse Circle Post Office Box 150 New Kent, VA 23124-0050 Fax: (804) 966-3143

- 21. Contractual Claims Procedure
 - 21.1 Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than 60 days after final payment; provided, however, that Bidder shall give the COUNTY written notice of its intention to file a claim or dispute within 15 days after the occurrence upon which the claim or dispute shall be based.

Any written notice of Bidder's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Bidder files such written notice, Bidder shall proceed with the work as directed. If Bidder fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

21.2 The COUNTY, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within 120 days of final payment. Each such decision rendered shall be forwarded to the Bidder by written notice.

- 21.3 If the Bidder disagrees with the decision of the COUNTY concerning any pending claim, the Bidder shall promptly notify the COUNTY by written notice that the Bidder is proceeding with the work under protest. Any claim not resolved, whether by failure of the Bidder to accept the decision of the COUNTY or under a written notice of Bidder's intention to file a claim or a detailed claim not acted upon by the governing body of the COUNTY, shall be specifically exempt by the Bidder from payment request, whether progress or final. The pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 21.4 The decision on contractual claims by the governing body of the COUNTY shall be final and conclusive unless the Bidder appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

ATTACHMENT C AFFIDAVIT OF NON-COLLUSION (Include this form with Sealed Proposals)

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the County of New Kent, Virginia, is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Invitation for Bid specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid.

Signature: _____

Date: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Telephone:______ Facsimile: ______

ATTACHMENT D

(Include this form with Sealed Proposals)

BID SUMMARY FORM NEW KENT COUNTY

IFB #23-1106PL Old Ferry Road Resurfacing Road Opening 2:00 pm

Monday, January 15, 2024

To: <u>NEW KENTCOUNTY</u>

For the Construction of: <u>OLD FERRY ROAD RESURFACING</u>

The undersigned Bidder has carefully examined the site of work, the Plans, the General Conditions, Technical Specifications, Supplemental Conditions, the Agreement, the Form of Performance and Labor and Material Payment Bonds and all other documents included in the Invitation for Bid for the construction of the above named project, and in compliance with this Invitation for Bid Document will provide all the necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all materials called for in accordance with the requirements of the COUNTY and the true intent of the Contract Documents, and with an *anticipated between March 1, 2024 – May 1, 2024, with a completion of the project no later than May 31, 2024*.

For the Lump Sum *Base Bid* of:_____() DOLLARS

The undersigned Bidder further understands that all supplies and materials covered by this Bid shall be new and of the best quality and the highest-grade workmanship. The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save New Kent COUNTY, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The Bidder acknowledges receipt of the following Addenda:

Accompanying this Bid is a Bid Bond/certified check in the amount of ______ payable to Treasurer, New Kent COUNTY, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, or if the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Labor and Material Payment Bonds under the conditions and within the time specified.

The undersigned Bidder agrees to begin the work not later than 10 days after the date specified in the Notice to Proceed and to prosecute the work in such manner as to complete it within the time limit as set forth above. In the event the said work is not completed within the time limit above stated, Bidder shall be liable and hereby agrees to pay the Owner as liquidated damages and not as a penalty the sum specified as liquidated damages in the Supplemental Conditions per calendar day for each and every day that the said work remains incomplete after the expiration of the Final completion date.

Va. Contractor License Number

Award of this bid shall be made to the lowest responsive and responsible bidder based upon the total lump sum provided on the BidForm.

CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

In accordance with the Virginia State Corporation Commission Registration requirement in paragraph 66 of the General Conditions, the bidder shall check one of the following. The bidder is:

 \Box a corporation or other business entity with the following SCC identification number:

_____--OR-

 \Box not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

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

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

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

CHANGE ORDER PRICES

Bids shall be <u>LUMP SUM</u> and shall include <u>ALL WORK</u> necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided (ABOVE) by the bidder includes all material quantities required to perform the project. With the exception of allowance items, material quantities will not be tracked and used as justification for payment during construction. Allowance items are identified and are intended to represent conditions expected to be encountered in the project. Allowance items will be tracked, and the Owner will pay extra for or be provided a credit for the over-runs or under-runs of these items at the unit prices quoted herein.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.

<u>Line</u> <u>No.</u>	<u>VDOT</u> <u>Item</u> <u>No.</u>	<u>Estimated</u> <u>Ouantity</u>	Item Description	<u>Unit</u>	<u>Unit Price</u>
1.	00001	25	POTHOLE REPAIR (Allowance)	EA	\$
2.	00100	1	Mobilization	LS	\$
3.	00102	1	Construction Surveying (No Plan)	LS	\$
4.	10100	350	Aggregate Base Material Type 1, No. 21B	TN	\$
5.	10022	3000	Type C Blotted Seal Coat	SY	\$
6.	10040	15	Blot Fine Aggr. (Fine Aggr. Grading B, Natural or Mfg.)	TN	\$
7.	10465	23	Cover Mat'l Aggr. (No. 8P Stone, Slag or Crushed Gravel)	TN	\$
8.	10482	45	Cover Mat'l Aggr. (No. 68 Stone, Slag or Crushed Gravel)	TN	\$
9.	14260	10	Crusher Run 25/26	TN	\$
10.	16257	1200	Liquid Asph. Mat'l (RC-70, RC- 250, MC-70, or MC-250)	GAL	\$
11.	16257	960	Liquid Asph. Mat'l (CRS-2, CMS-2 or CMS-2h)	GAL	\$

Line No.	<u>VDOT</u> <u>Item</u> <u>No.</u>	<u>Estimated</u> <u>Ouantity</u>	Item Description	<u>Unit</u>	<u>Unit Price</u>
12.	24503	1	Removal & Disposal of Existing Gravel	LS	\$
13.	51966	1	Materials Testing	LS	\$
14.					

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

			_as Prin	cipa	l, and
		as	Surety,	are	hereby
held and firmly bound unto New Kent COUNTY, as o	wner	in	the per	nal	sum of
fo	or payn	nent	of whi	ch, v	well and
truly to be made, we hereby jointly and severally bind ourselves, succ	cessors	and	assigns.	Sigr	ned, this
day of, 20 The Condition of th	ne abov	ve oł	oligation	is s	uch that
whereas the Principal has submitted to New Kent COUNTY a ce	ertain E	BID,	attache	d he	reto and
hereby made a part hereof to enter into an Agreement in writing, for the	he cons	struc	tion of <u>C</u>	DLD	FERRY
POAD PESTIPEACING					

<u>ROAD RESURFACING.</u>

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the form attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this	_by	and	between the
COUNTY of New Kent County, Virginia, hereinafter called "OWNER" and			
doing business as		<u>(</u> a	n Individual)

or (a Partnership) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter

mentioned:

1. The CONTRACTOR will commence and complete construction of:

OLD FERRY ROAD RESURFACING New Kent COUNTY Invitation for Bid #23-1106PL

- 2. The CONTRACTOR must furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
- The CONTRACTOR will complete the work required by the CONTRACT DOCUMENTS not later than *May 31, 2024 <u>based on an anticipated</u>* NOTICE TO PROCEED ranging from *March 1, 2024 to May 1, 2024*. The work must be completed within 30 days of the issuance of NOTICE TO PROCEED.
- 4. The CONTRACTOR must perform all of the WORK described in the CONTRACT DOCUMENTS and must comply with the terms therein for the sum of:

(\$_____).

- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) INSTRUCTIONS TO BIDDERS
 - (B) BID FORM
 - (C) BID BOND
 - (D) Agreement
 - (E) General Conditions
 - (F) Supplemental Conditions "Attachment E"
 - (G) Labor and Material Payment BOND
 - (H) Performance BOND
 - (I) Change Order(s)

- (J) DRAWINGS prepared by *Timmons Group*
- (K) SPECIFICATIONS dated December 4, 2023
- (L) ADDENDA:
 - No._____, dated_____, 20____. No._____, dated_____, 20____.
- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. The undersigned Contractor indemnifies and holds the COUNTY of New Kent County, Virginia (the "COUNTY"), and its officers, agents, and employees, and the Virginia Department of Transportation ("VDOT") harmless from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance or nonperformance of the work, including but not limited to any such claim, damage, loss, or expense, that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's indemnification obligation under this agreement is limited to claims, damages, losses, and expenses caused in whole or in part by any act or omission of the Contractor, or any Subcontractor (a "Subcontractor") performing work required by the Contract, or anyone directly or indirectly employed by any of them or anyone for whose acts Contractor or its Subcontractor may be liable. Contractor or any Subcontractor may be liable, regardless of whether or not such claims, damages, losses, and expenses are caused in part by a party indemnifiedhereunder.

The Contractor's indemnification obligation hereunder with respect to any and all claims against the COUNTY or any of its officers, agents or employees, or VDOT by any employee or statutory employee of the Contractor, or of any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor or Subcontractor may be liable, is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

The Contractor's indemnification obligation hereunder does not extend to the liability of the Engineer, his agent or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage. The Contractor's indemnification obligation contained in this paragraph is in addition to any other indemnification obligation of the Contractor set forth within the Contract Documents.

- 8. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. Neither party may be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any

obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected must use reasonable commercial efforts to avoid or remove such causes of nonperformance, and must continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party must provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties must mutually seek a resolution of the delay or the failure to perform as noted above.

10. Employment Discrimination (*Code of Virginia*, Section 2.2-4311, as amended)

During the performance of the Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CONTRACTOR

BY _____(Signature)

NAME______(Typed or Printed)

TITLE _____

ADDRESS

NEW KENT COUNTY

BY_____

(Signature)

NAME

(Typed or Printed)

TITLE County Administrator

APPROVED AS TO FORM:

COUNTY ATTORNEY

CHANGE ORDER

NEW KENT COUNTY IFB# 23-1106PL

VDOT State Project # N/A

VDOT UPC # N/A

Date:

NAME OF PROJECT: OLD FERRY ROAD RESURFACING

OWNER: New Kent County

CONTRACTOR:

The following changes are hereby made to the CONTRACT DOCUMENTS:

CHANGE TO CONTRACT PRICE:	Decrease in Contract Price	Increase in Contract Price
1.	\$	\$
2.	\$	\$
3.	\$	\$
(continue on separate sheet if necessary)		
TOTALS	\$	\$
NET CHANGE INCONTRACT PR	ICE	\$
Original Contract Price		\$
Previously Approved Change Orders		\$
Current Adjusted Contract Price		\$
The contract price due to this Change Order w	will be (Increased)	
	(Decreased) by	\$
The new adjusted contract price including thi	s Change Order	\$

The charges included in this change order have been reviewed and determined to be mathematically correct.

			(Engineer)
CHANGE TO CONTRACT TIME:			
Original Contract Completion Date			
Previously Approved Change Orders			
Current Adjusted Contract Completion Date			
The contract time due to this Change Order will be	(Unchanged)		
	(Increased)		
	(Decreased)	by	Days
The new adjusted Contract Completion Date will be	;		
DESCRIPTION OF CHANGES :			
JUSTIFICATION:			
COST VALIDATION:			
CATEGORY & RESPONSIBILITY:			
Contractor and COUNTY agree that this work orde damages of any kind relating to or arising out of the but not limited to delay, impact, home and field offi This document will become a supplement to the Co	e work set forth ice overhead and	n this v l accele	vork order, including, eration.
D (11)			
Requested by (Contractor)	(Date)	_	
Recommended by		_	
(Engineer)			(Date)
Accepted by (Officer of Contracto	r, Title)	_	(Date)

Approved by

(New Kent COUNTY)

(Date)

BONDS

A Bid Bond, made payable to the Owner, will be required of all Bidders in the amount specified in the "Instructions to Bidders."

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, including additions or deductions, with a corporate surety authorized to do business in the State of Virginia, rated no less than A VII by A.M. Best, and otherwise acceptable in all respects to the Owner's Attorney will be required for the faithful performance of the Contract. VDOT shall be listed as a Dual Obligee Rider on the Performance Bond to meet the VDOT Land Use permitting requirements. The Bonds shall be on the forms included in these Specifications. The Contractor shall show satisfactory evidence of compliance with all bond requirements before entering into any agreement to sublet any of the work to be done under this Contract. The bonds shall protect the Owner from claims from persons or firms performing labor or furnishing materials and from claims for damages, claims, losses or other expenses to the Owner, including any attorney's fees, arising from failure of the Contractor to perform the Contract, or to correct defective materials or workmanship. Such bonds shall remain in force for a period of at least twelve months after the completion and final acceptance of the project by the Owner. Executed copies of the Labor and Material Payment and Performance Bonds shall be bound with, and become a part of, all copies of the Contract. Prior to the issuance of any bond required by this Contract, the Contractor or Subcontractor shown as principal on the bond shall furnish the insurance company issuing the bond with a copy of the Contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the Owner may, at his option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall be forfeited as allowed by law.

a

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

, hereinafter called PRINCIPAL, and

(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

New Kent COUNTY

(Name of Owner)

12007 Courthouse Circle, New Kent, VA 23124 (Address of Owner)

hereinafter called OWNER, in the penal sum of____

Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the ______ day of ______, 20, a copy of which is hereto attached and made a part hereof, for the construction of:

OLD FERRY ROAD RESURFACING New Kent COUNTY Contract # 23-1106PL

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that its obligation on this bond shall extend and apply to said Contract dated the ______ day of ______, 20_, and to such Contract as it may be amended or otherwise modified by any change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS accompanying same, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrume	ent is executed in counterparts (number)
one of which shall be deemed an origina	l, this theday of, 20
ATTEST:	
(Principal Secretary)	(Principal)
(SEAL)	BY
	(Name & Title)
	(Address)
Witness as to Principal	
(Address)	
ATTEST:	
	Surety
	BY(Attorney-In-Fact)
Witness as to Surety	(Address)
(Address)	

- IMPORTANT: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
- IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that_

(Nome of Contractor)	
(Name of Contractor)	
(Address of Contractor)	
(Address of Contractor)	
a, hereinafter	called PRINCIPAL, and
(Corporation, Partnership or Individual)	
(Name of Surety)	
(Address of Surety)	
hereinafter called SURETY, are held and firmly bound unto	
New Kent COUNTY	
(Name of Owner)	
12007 Courthouse Circle, New Kent, VA 23124	
(Address of Owner)	
hereinafter called OWNER, in the penal sum of	Dollars,
(\$) in lawful money of the United States, for	
well and truly to be made, we bind ourselves, successors, and assigns, join	tly and severally, firmly by
these presents.	

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the ______ day of ______, 2023, a copy of which is hereto attached and made a part hereof, for the construction of:

OLD FERRY ROAD RESURFACING New Kent COUNTY Contract # 23-1106PL

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK

whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that its obligation on this bond shall extend and apply to said Contract dated the _____day of _____

<u>, 20</u>, and to such Contract as it may be amended or otherwise modified by any change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS accompanying same, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts (number)

one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

(Principal Secretary)

(Principal)

BY

(Name & Title)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

BY____

(Attorney-In-Fact)

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

INSURANCE

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him, the COUNTY, and the Virginia Department of Transportation (VDOT) from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the Contractor, COUNTY, Consulting Professional (if applicable), VDOT, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor, or his forces enumerated above. Cost of said coverage shall be at the Contractor's expense.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the COUNTY, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the COUNTY may or may not have in force, and the insurance required hereunder s hall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits. Coverage must be Broad Form and include Products and Completed Operations, Bodily Injury, Property Damage and Contractual Liability.

- 1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence
 - a The Contractor shall name as additional insureds on the Commercial General Liability policy those property owners requesting this, if the work will take place on their property. The Contractor shall provide Certificates of Insurance evidencing this to the property owners and COUNTY's Risk Management Director
 - b. The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two years after completion and acceptance of the work.
- 2. Business Automobile Liability \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- 3. Workers' Compensation Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- 4. Contractor's Pollution Liability \$1,000,000 Combined Single Limit per occurrence.
- 5. Umbrella Liability in excess of Commercial General Liability and Automobile Liability \$2,000,000 each occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the COUNTY and the Virginia Department of Transportation as an additional insured), Business Automobile Liability of Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

- a Must reflect that the Commercial General Liability policy names The COUNTY of New Kent, VDOT – their officers, employees and agents as an additional insured by endorsement to the policy or as required by contract. Additional insured status applies to all work of the names insured performed on behalf of the COUNTY of New Kent and VDOT.
- b. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the COUNTY and VDOT.
- c. Must have an authorized signature.
- d. The Certificate Holder should be listed as:

New Kent COUNTY County Administration 12007 Courthouse Circle, New Kent, VA 23124 IFB/RFP #23-1105PL

ATTACHMENT E SUPPLEMENTAL CONDITIONS

1.1 BONDS

A Bid Bond, made payable to the Owner, will be required of all Bidders in the amount specified in the "Instructions to Bidders."

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, including additions or deductions, with a corporate surety authorized to do business in the State of Virginia, rated no less than A VII by A.M. Best, and otherwise acceptable in all respects to the Owner's Attorney will be required for the faithful performance of the Contract. VDOT shall be listed as a Dual Obligee Rider on the Performance Bond to meet the VDOT Land Use permitting requirements. The Bonds shall be on standard format, examples of which can be provided by the County upon request. The Contractor shall show satisfactory evidence of compliance with all bond requirements before entering into any agreement to sublet any of the work to be done under this Contract. The bonds shall protect the Owner from claims from persons or firms performing labor or furnishing materials and from claims for damages, claims, losses or other expenses to the Owner, including any attorney's fees, arising from failure of the Contractor to perform the Contract, or to correct defective materials or workmanship. Such bonds shall remain in force for a period of at least twelve months after the completion and final acceptance of the project by the Owner. Executed copies of the Labor and Material Payment and Performance Bonds shall be bound with, and become a part of, all copies of the Contract. Prior to the issuance of any bond required by this Contract, the Contractor or Subcontractor shown as principal on the bond shall furnish the insurance company issuing the bond with a copy of the Contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the Owner may, at his option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall be forfeited as allowed by law.

1.2 INSPECTOR

The Inspector is authorized by the Owner to inspect and approve all Work and materials. In case of any dispute arising between the Contractor and the Inspector over materials furnished or the manner of performing the Work, the Inspector has the authority to reject material or suspend Work until the dispute is resolved by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or waive any requirements of the Contract Documents or to approve or accept any portion of the Work or issue instructions contrary to the Contract Documents.

The Engineer and Inspector shall have access at all times to all of the Work.

1.3 CERTIFICATION OF MATERIALS

At the Pre-Construction Meeting, the Contractor shall furnish to the Engineer and the Inspector a completed VDOT Form C-25 for all materials to be used on the project. Unless otherwise approved by the Engineer in writing, it is required that the VDOT Form C-25 for a material be approved prior to that material being installed on the project.

1.4 EXISTING STRUCTURES

The location of existing sewers, water and gas pipes, conduits and other structures across, along or under the area of the Work are not necessarily shown on the Contract Documents, and if shown, the description, composition, location, depth and dimensions of those structures may not be correct. The Owner shall not be responsible to the Contractor for any delays or extra costs incurred by the Contractor as a result of any discrepancy between the actual location of existing structures and the Contract Documents or as built drawings. The Contractor shall have a working pipe locator on the job at all times.

The Contractor shall dig such test holes as are needed to locate existing underground structures. The contractor shall dig such test holes only after giving 48 hours prior notice to the Owner and to the owner of the underground structure.

1.5 CARE FOR EXISTING STRUCTURES

The Contractor shall be liable for all damage to any existing structure or property arising from its negligence or carelessness. The Contractor shall protect and maintain all underground, overhead or surface utilities encountered while performing the Work. The Contractor shall locate and adjust water valve boxes on existing water lines in order to facilitate turning water off so that appropriate tie-ins can be made.

48 hours prior to commencing work, the Contractor shall contact the Utility Information Center ("Miss Utility"), telephone number 1-800-552-7001, for assistance in locating existing underground utilities.

The Contractor shall not kill, deface or cut down trees unnecessarily, both within and outside of project work areas or easements.

The Contractor shall be responsible for all damage to property not in the Work area or easements.

1.6 INDEPENDENT TESTING

The Contractor shall provide all material testing required in accordance with current edition of the VDOT Inspection Manual; however, the Owner may employ an independent testing laboratory to conduct tests of materials, supplies, machinery, tools, or other equipment supplied by the Contractor when the Owner believes it to be necessary to assure compliance with the Contract Documents. The Contractor shall cooperate with the Owner in facilitating these tests. All test results shall be furnished to the Inspector and the Engineer upon completion of the individual tests such that records can be kept up to date throughout the project. The Contractor shall notify the Inspector immediately upon receipt of a failing test result.

1.7 EXTRA WORK

Any work that is necessary for Completion of the Work that is not described in the **Scope** of Work, is Extra Work and shall be paid for in one of the following manners:

A. At a price agreed upon in writing between the Contractor and Owner.

B. In the event of work covered by unit prices included in the Bid Schedule, at a price derived from application of unit prices to the quantities necessary to complete the extra work.

Change Orders shall be agreed upon prior to beginning Extra Work. Once agreed upon, the Change Order resolves and settles all claims, demands, or damages of any kind resulting to or arising out of the work set for in the Change Order, including, but not limited to delay, impact, home and field office overhead and acceleration. No Change Order shall in any manner or to any extent relieve the Contractor or his Surety of any obligation under the contract. All Change Orders given in accordance with the Agreement are a part of the Agreement and are subject to each and every term or requirement of the Agreement.

The Contractor is responsible for all damages caused by the carelessness or lack of skill of the Contractor, the subcontractors, or employees of the Contractor or subcontractor in doing Extra Work.

1.8 TIME OF COMPLETION

Time is of the essence in performing this Contract. The Contractor shall perform and complete the Work in accordance with the Contract Documents before the expiration of the time limit stipulated in the Bid, the Agreement and any extensions of time that are agreed upon pursuant to the procedure for granting extensions of time set forth in the Contract Documents. The amount of time permitted for Completion of the Work contemplates ordinary delays to construction work of a similar character. The Contractor shall not be entitled to an extension of time or additional compensation for ordinary delays in the Completion of the Work or for delays occasioned by inclement weather or accidents. Such delays will not relieve the Contractor from maintaining the rate of progress specified herein or from completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of government, unavoidable strikes, Extra Work, or other causes or contingencies not enumerated in the preceding paragraph and if they are beyond the control or responsibility of the Contractor, the Contractor may request the Owner to allow additional time to perform and complete the Work. If the Owner determines that the delay is properly excusable, the Owner will, in writing, extend the time for completion of the Work by the amount of time that the Owner believes to be appropriate. The Contractor agrees that such extension of time shall constitute his sole remedy against the Owner for such delays. Contractor

shall not have or assert any claim for, nor shall he be entitled to any additional compensation or damages on account of such delays. If the delay is due solely to the negligence of the Owner, or any of its officers or employees, the Contractor may also request from the Owner an adjustment in the Contract Price for actual costs incurred by the Contractor to perform and complete the Work. The Contractor shall be entitled to an adjustment in Contract Price only for actual costs, as defined by the Owner. If the owner determines that the delay is of the nature described in this subparagraph and that an adjustment in price is warranted, the owner may, in writing, grant an adjustment in the price for the Work in amount deemed appropriate by the Owner.

Within ten calendar days from the beginning of any delay for which Contractor is entitled to an extension of time or additional compensation, the Contractor shall submit in writing to the Owner, with a copy to the Engineer, its request for adjustment in price or extension of time for the completion of the Work. Any such request shall set forth the cause and particulars of the delay, the details of the delay, and documentation supporting the extension or adjustment requested. The Owner shall review the information and documentation submitted by the Contractor and shall respond to the Contractor in writing. If the Contractor fails to comply with any requirement of this subparagraph the Contractor shall be precluded from making any claim for an adjustment in the Contract Price or extension of time for Completion of Work due to the delay. In no event shall the Owner's officers, agents or employees have any liability to the Contractor, any subcontractors, or any agents, servants or employees of the Contractor or sub-contractors with respect to or arising out of any actual or alleged delay in the Contractor's performance.

The Owner may delay the beginning of the Work or any part thereof because it has not obtained a necessary property interest in the land on which the Work or some portion of the Work, is to be performed. The Contractor shall have no claim for additional compensation or damages on account of such delay but shall be entitled to request an extension of time as herein provided.

1.9 LIQUIDATED DAMAGES

The rate of progress and the time for completion of the Work are essential conditions of the Agreement. The Work shall be prosecuted regularly, diligently, and without interruption at a rate that will ensure Completion of the Work in the time specified in the Contract Documents. Time is of the essence under this Agreement.

If the Contractor fails to accomplish Final Completion of the Work in accordance with the Contract Documents within the time stated in the Agreement or within any time as extended in writing by the Owner, the Contractor shall pay to the Owner the sum of \$1,000.00 for each and every calendar day after the date agreed upon by the parties for Final Completion haspassed until Final Completion of the Work is accomplished. Liquidated Damages allow the County to recover an agreed amount for their contract administration costs and other damages that likely will be incurred by the County each day the project is not completed beyond the contract completion date.

The above sums are agreed upon by the parties as the liquidated damages, and not a penalty, that the Owner will suffer by reason of the delay by the Contractor in accomplishing Completion of the Work, resulting in the inability of the Owner to use the improvements at the time agreed upon the parties for Completion. The Owner may deduct and retain liquidated damages out of any

monies which may be due, or become due, to the Contractor.

1.10 MONTHLY ESTIMATES & PAY OUT SCHEDULE

The Contractor shall furnish the Engineer and County a proposed Pay Out Schedule no later than 10 days after the notice to proceed and must be approved prior to the first monthly estimate. The pay out schedule shall be submitted using VDOT Form C-13c and be established based on the Schedule of Values and Baseline Schedule submitted to the Engineer. The Contractor shall submit a revised Form C-13c with each monthly estimate and payment request, reflecting actual progress achieved and payment requested. The baseline pay out schedule will be the basis for progress evaluations.

On the 20th day of each month or at any other regular time agreed upon by the Ownerand Contractor, the Contractor and the Inspector shall prepare and submit to the Engineer a monthly estimate for Partial Payment. The monthly estimate shall be in the American Institute of Architects (AIA) format and cover items of work for which the Contractor is entitled to be paid since the previous monthly estimate was submitted. Monthly estimates shall be supported by a document that indicates the percentage of work performed for items identified in the approved Schedule of Values for the project.

The Owner shall pay to the Contractor all sums due under the monthly estimate within 30 days after receipt of the approved monthly estimate by the owner, unless the Owner asserts a right to withhold some or all of the payment under the provisions of the Contract Documents.

1.11 FINAL ACCEPTANCE

Final Acceptance occurs when the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the Owner and Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.

1.11 WARRANTY PERIOD

The Contractor guarantees the quality and workmanship of the Work beginning on the date of Final Acceptance. **The Warranty Period shall be one year.**

1.12 PROCEDURES FOR CLAIMS AND DISPUTES

A claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The responsibility to substantiate claims shall rest with the Contractor. Claims must be initiated by the Contractor with a written Notice of Intent to File a Claim within 15 days after occurrence of the event giving rise to such claim or within 15 days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Among other things, the Intent to File a Claim shall include: (a) the assumptions the Contractor made during the preparation of its bid that form the basis for its allegation, (b) an explanation of the defect, error, or inconsistency in the plans or other contract documents that the Contractor could not have reasonable identified prior to the date the Agreement for the project is signed, and (c) an estimated impact that the alleged defect, error, or inconsistency has had on the Contractor's price or time to perform the work. Impacts to the Contractor's price shall be supported by breaking down any alleged Extra Work into the items and unit prices included in the Change Order Prices to the greatest extent possible. Impacts to the Contractor's time shall be supported with a critical path method ("CPM") schedule that specifically identifies delays to the Contractor's critical path to complete the work. An Intent to File a Claim must be initiated by written letter to the Owner. Submittal of an Intent to File a Claim by the Contractor must be submitted within the time limits and include the supporting documentation prescribed by this paragraph as a condition precedent to the institution of litigation by the Contractor with respect to the subject matter of that claim. The Contractor is required to submit any additional supporting documentation requested by the county in regards to an Intent to File a Claim within 15 days of the county's request.

Within 60 days upon issuance of Final Payment, the Contractor may submit to the county a written Claim for which it properly submitted an Intent to File a Claim while performing the work required for the project. Such claim shall be submitted to the County Administrator's Office. Only one such claim shall be submitted, and it shall include all matters for which the Contractor seeks additional compensation and/or time. The Contractor shall not be entitled to any additional compensation or time for any matter that is not submitted as part of such a claim, within the 60 days allowed pursuant to this Section.

1.13 PROGRESS MEETINGS

The Engineer shall hold a progress meeting at a time, date and frequency set forth in the pre-construction meeting to review progress to date and resolve all questions for the upcoming progress meeting. Engineer is responsible for the preparation of the progress meeting agenda and minutes. Engineer will forward progress meeting agenda to the Contractor for any additions to agenda.

1.14 PROJECT FUNDING

This is <u>not</u> a federally or state funded project. The project is funded with Central Virginia Regional Transportation Authority (CVTA) local funds.

1.15 UNITS OF MEASURE

English units of measure shall be used for the construction of the project.

1.17 STANDARDS AND REFERENCE DOCUMENTS

Construction of this project shall be in conformance with the latest revisions to the VDOT Road and Bridge Specifications dated 2020, VDOT Road and Bridge Standards dated 2016, and the latest revision of the VDOT Work Area Protection Manual dated 2011, and the latest editions of the Virginia Erosion and Sediment Control Handbook, Virginia Erosion and Sediment Control Regulations, FHWA Manual on Uniform Traffic Control Devices (MUTCD) including all subsequent revisions. In the event of conflict between any of these standards, specifications, or project drawings, the most stringent shall govern.

Notwithstanding any provision contained in the VDOT Special Provisions, when used in the VDOT Supplemental Specifications, Special Provisions, and Special Provision Copied Notes, or in any other provision contained or incorporated into this contract, the following terms shall have the following meanings: "Department" shall mean New Kent County; "Engineer" shall mean the engineer hired by New Kent County to perform engineering design for this project (Timmons Group), "Inspector" shall mean the person hired by New Kent County to inspect the Work performed and materials supplied by the Contractor (TBD), and "Contract Engineer" shall mean the New Kent County Procurement/Purchasing Department. This provision explicitly supersedes the second paragraph of VDOT Special Provision (c100II2-0112), VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes Revision.

1.19 WORK BEING PERFORMED BY OTHERS

The Contractor is strongly advised to review the current situation of the project area at the time the bid is being developed to understand the current status of work which may be ongoing by others. In the event that conditions change from the time of bidding to the time of construction regarding the work being performed by others as identified in the plans, the unit prices identified in the Bid Schedule shall be utilized to the greatest extent possible to determine price adjustments as deemed appropriate by the County. Weekly progress updates and two-week look ahead schedules shall be communicated between project representatives at all times, as applicable.

1.20 PRE-CONSTRUCTION MEETING

Prior to the start of any construction activities the Contractor shall attend a pre-construction meeting with the Engineer and representatives of New Kent County, VDOT, and other appropriate parties for the purposes of scheduling the work and coordination. A summary of the conference shall be prepared by the Engineer and distributed to the Owner and the Contractor. The Contractor shall acknowledge receipt of the Engineer's summary in writing to the Owner.

1.21 PROGRESS SCHEDULE

The Contractor shall submit a progress schedule, in a format acceptable to the Engineer, setting forth the best estimate of the time required for the completion of each item of the contract. The progress schedule shall be submitted no later than 10 days after the notice to proceed and must be approved prior to the first estimate. The progress schedule shall be duly executed by the Contractor after acceptance by the Engineer. It is expressly understood that the review and acceptance by the Engineer of the Contractor's progress schedule shall in no way serve to relieve the contractor of its responsibility to complete the work within the contract time.

A revised progress schedule, mutually agreed upon, shall be submitted with every monthly estimate. Schedule requirements shall be per VDOT Category II.

1.22 PLAN OF OPERATIONS

The Contractor shall furnish the Engineer a complete and practicable narrative Plan of Operations which will provide for the orderly prosecution of the work. The plan of operations shall be submitted no later than 10 days after the notice to proceed and must be approved prior to the first estimate. The plan of operations shall describe in enough detail to clearly explain the sequence of operations and the period of time required for completion of each item or group of like items in the contract. It is expressly understood that the review and acceptance by the Engineer of the Contractor's plan of operations shall in no way serve to relieve the contractor of its responsibility to complete the work within the contract time.

1.23 SCHEDULE OF VALUES

The Contractor shall furnish the Engineer a Schedule of Values for the project that identifies the cost of each item included in the Progress Schedule for which the contractor expects to receive payment. The Schedule of Values shall be submitted no later than 10 days after the notice to proceed and must be approved prior to the first estimate. The value associated with each item shall be considered lump sum and inclusive of all direct and indirect costs, overhead, profit, and any other expenses of any kind. Allowance items shall be clearly indicated and noted separately of other work items. The total summation of all items identified in the Schedule of Values shall equal the bid price for the project. The Schedule of Values will be used to validate Monthly Estimates in accordance with the Contract Documents.

1.24 PROGRESS MEETINGS

The Contractor shall attend monthly progress meetings at the offices of the Owner or other designated location for purpose of reporting progress, problems or otherwise expediting the work. Subcontractors shall also attend this meeting when required to resolve specific issues or problems.

1.25 DELAYS CAUSED BY UTILITY COMPANIES

Delays to the Contractor's schedule caused solely by the actions (or lack thereof) by the utility companies involved shall not be considered for an extension of time in accordance with the Contract Conditions unless the Contractor can demonstrate that he cannot work in other areas of the project.

1.26 QUALITY CONTROL INSPECTION SERVICES

The contractor shall hire an independent materials testing agency acceptable to the Owner to provide all material testing necessary for the project and/or as identified as being formed by the Contractor in the project's Construction Quality Assurance Plan (or CQAP). Tests and testing frequencies shall comply with Tables within the latest version of the Minimum requirements for Quality Assurance and Quality Control on Design Build and Public-Private Transportation Act Projects. All materials technicians shall be VDOT-certified and testing shall be performed in accordance with VDOT specifications and certification manuals of inspection. The Owner shall provide a full-time Project Inspector to oversee the work of the Contractor, but this shall in no way relieve the Contractor of his responsibilities required under the contract or VDOT specifications. All test results shall be furnished to the Inspectors and the Engineer upon completion of the individual tests such that records can be kept up to date throughout the project. The contractor shall notify the Inspector immediately upon receipt of a failing test result. Source of materials are required.

1.27 CONSTRUCTION SURVEY

Construction staking shall be done only by a professional engineer or land surveyor registered in the Commonwealth of Virginia. The engineer/surveyor employed by the Contractor shall be responsible for preparation of a detailed staking plan and having that plan reviewed and approved prior to start of work by the Engineer. The Engineer, or his designated representative, shall review the staked location of all concrete items for line and grade prior to construction. At a minimum, the Contractor shall stake all concrete structures and linear concrete items at a minimum of 25-foot intervals. The Owner's Project Inspector reserves the right to inspect all work. In the event the contractor elects to utilize GPS equipment for grading, the Inspector will require staking to review line and grade. Staking at the request of the Inspector shall be included by the contactor in the lump sum cost to provide all work.

1.28 SIGNAGE

The Contractor shall furnish and install all signage (temporary and permanent) required for the project. Whenever the Contractor's operations affect vehicular or pedestrian traffic, the Contractor shall be responsible for furnishing, installing and maintaining any and all safety control devices in accordance with the VDOT Work Area Protection Manual and as deemed necessary by VDOT and the Engineer.

1.29 WORK ZONE LAYOUTS

The Contractor shall develop and furnish work zone layouts for approval by the County and VDOT prior to beginning work if they differ from the MOT plans included in the contract documents. Work zone layouts shall comply with the VDOT Work Area Protection Manual.

1.30 CLEARING AND GRUBBING

The Contractor shall be responsible for all clearing and grubbing in those areas needed for construction. No trees or shrubs in ungraded areas shall be cut without the permission of the Engineer unless otherwise denoted in the plans. Prior to performing any clearing operations, the proposed clearing limits shall be flagged by the Contractor and reviewed by the Engineer. The Engineer shall be given at least 48 hours' notice of the time that the Contractor wants to have the Engineer review the clearing limits.

1.31 ACCESS TO PROPERTIES

The Contractor shall maintain access to adjacent properties at all times, and minimize the disturbed areas left uncompleted and un-stabilized.

1.32 SITE DRAINAGE

The Contractor shall be required to provide adequate and positive site drainage throughout construction. Any subgrade soils which have been weakened due to inadequate drainage, saturation and/or disturbance by construction shall be undercut and replaced with compacted structural fill at no additional cost to the Owner.

1.33 BORROW MATERIAL AND DISPOSAL OF EXCESS MATERIAL

The Contractor shall be responsible for the disposal of all excess materials (including but not limited to concrete, asphalt, undercut, root mat, topsoil and/or fill), obtaining borrow material, and the suitability of all on-site material above subgrade. No extra payment will be made for disposal or importing of soils to the project site regardless of the suitability or unsuitability of on-site soils. Refer to Section 1.48 for additional information.

1.34 NORMAL WORKING HOURS

Normal working hours for the project are 7:00 A.M. to 7:00 P.M., Monday through Saturday. Notification of lane closures and road closures shall be provided to the VDOT Residency Office and New Kent County for all planned closures or traffic impacts. Lane and shoulder closures shall be per the transportation management plan provided, specifically following the allowable hour requirements. No lane closures will be allowed on Saturdays and the majority of the work is expected to be completed without the need for closures. Exceptions to these lane closure requirements shall require prior written authorization from New Kent County & the Engineer.

1.35 LUMP SUM BID REQUIREMENTS

The Contractor is reminded that bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans. In the event of additions or deductions to the work required by the Contract Documents, the Contractor will be paid extra or shall credit the Owner, as the case may be, in one of the following manners:

- A. At a price agreed upon in writing between the Contractor and Owner
- B. In the event of work covered by unit prices included in the Bid Schedule, at a price derived from application of unit prices to the quantities reflective of the additional or deducted work

No other criteria (such as pay items shown on the plans, or "Measurement and Payment" sections included in VDOT Specifications or VDOT Special Provisions) will be used to determine the value of the work.

1.36 ALLOWANCE ITEMS

The Contractor shall include in his Lump Sum Bid an allowance for the identification of, removal of, disposal of and replacement of **25 potholes.** All agreed upon ahead of time potholes

shall be removed and disposed of off-site and replaced with approved VDOT Type I, Size 21B Material prior to applying the 2-inch finishing stone. The Contractors Lump Sum Bid shall assume that all of these potholes will be realized during the length of the contract. Consideration for time extensions due to undercut shall only be considered after the allowance quantity is exceeded.

1.37 PERMITS

Permits for this project that have been obtained by the county, will be obtained by the county, will be transferred to the Contractor and/ or must be obtained by the Contractor are identified below. Any other permits not identified herein, but required to perform the work, will be the responsibility of the Contractor to obtain.

- A. **County Land Disturbance Permit** The contractor shall be responsible for obtaining a County Land Disturbance Permit (if needed). The Contractor shall ensure that all operations are performed in a manner that minimizes erosion and sedimentation of the adjacent properties, street, and storm drainage systems. All work shall be performed in accordance with the latest edition of the Virginia Erosion and Sediment Control Manual and the phased sequencing outlined in the plans. The Contractor shall have a DCR Certified Responsible Land Disturber (RLD) on the project site at all times during the construction project where land is being disturbed. The RLD will be responsible for ensuring that all aspects of the VESCM are adhered to during this project and all ESC & SWM Permit conditions.
- B. **VDOT Land Use Permit** The Contractor shall be responsible for obtaining a VDOT Land Use Permit (if required) from the Ashland Residency Office for performing work within the VDOT Right of Way. There shall be no fee associated with this permit. A separate bond will not be required for this permit; however, VDOT shall be identified as a "Dual Obligee Rider" on the Performance Bond. A copy of the VDOT Land Use Permit is a prerequisite for beginning the work.
- C. **VSMP Permit** A VSMP permit, if required for this project, will be obtained by the County. The Contractor will be required to sign a certification statement to comply with all conditions of the VSMP permit. A copy of the VSMP permit can be obtained from the Engineer.
- D. State Programmatic General Permit (SPGP) & Virginia Water Protection Permit (VWP) – N/A, contractor shall not deviate from the existing gravel surface area.
- E. Waterworks Construction Permit A Waterworks Construction Permit is required for this project and has been obtained by the County. The Contractor will be required to signa certification statement to comply with all conditions of the permit.

The Contractor shall ensure that all special and general conditions of all permits required to complete the work are complied with during all phases of construction. All costs of

complying with permit conditions shall be borne by the Contractor and under no circumstances shall any such costs be considered Extra Work for which the Contractor is entitled to additional compensation.

1.38 MISS UTILITY

The Contractor shall be responsible for contacting Miss Utility and obtaining a clear ticket prior to beginning any work.

1.39 TREE AND STUMP REMOVAL

In the event that it is determined that removal of a tree root system would potentially damage existing underground utilities, the contractor may grind the stumps a minimum of 4 inches below the finished grade and place topsoil and seed. All debris resulting from the removal of trees and/or stumps must be hauled off site.

1.40 ESTABLISHMENT OF GRASS

The contractor shall be required to establish and maintain a stand of grass on disturbed areas before final acceptance.

1.41 WORK IN THE VICINITY OF UTILITIES

The contractor shall use caution working in the vicinity of existing waterlines, sanitary force mains, sanitary sewer lines, and other utilities as applicable.

1.42 GEOTECHNICAL INVESTIGATIONS

We performed four hand augers along the corridor. We found on average that there is 8 inches of existing stone subbase in the roadway.

1.43 STORMWATER MANAGEMENT FACILITY CERTIFICATION

N/A.

1.44 EXCAVATION AND EARTHWORK

- a Excavation for this project is unclassified, and includes excavation to subgrade and/or subsoil elevations indicated, regardless of character of materials and obstructions encountered. Allowance items will be employed (if applicable) only after subgrade and/or subsoil elevations have been achieved.
- b. Unauthorized Excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer and/or the Inspector. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

- c. "Excavation" consists of removal of material encountered to required subgrade and/or subsoil elevations indicated, and the subsequent disposal of materials removed. "Subgrade" is defined as the undisturbed earth, or the compacted soil layer, immediately below granular subbase, drainage fill, or topsoil materials. "Subsoil" is defined as the undisturbed earth immediately below the existing topsoil layer.
- d. "Proofrolling" is defined to be the act whereby the subgrade shall be proofrolled with a standard loaded tandem dump truck. The Contractor's Geotechnical Engineer, the Inspector and the VDOT Inspector, as applicable, will monitor the proofrolling and determine areas of unsuitable bearing material, with inspection report/results given to Engineer and Owner.
- e. Suitability of Materials: The Contractor shall be responsible for the disposal of excess material (including but not limited to undercut, root mat and excess topsoil, fill material, and all other soil determined to be unsuitable), obtaining borrow material and the providing suitable material above subgrade. No extra payment will be made, regardless of the suitability or unsuitability of on-site soils for the disposal or importing of soils to the project site.

1.45 VIDEO INSPECTION OF UNDERDRAINS

The Contractor is responsible for conducting any and all video inspections of the underdrains to be placed as a part of this project to satisfy VDOT Specifications. The Contractor shall conduct the video inspection in accordance with the VDOT Specifications and Virginia Test Methods (VTM-123), following the placement of the backfill, pavement, or curb & gutter as applicable and prior to the Contractor requesting a Final Inspection.

1.46 WORKING IN VICINITY OF EXISTING WATERLINE

Contractor shall verify the existing waterline (via potholes) at all locations where the existing waterline is within two feet horizontal distance of the extents of the proposed excavation for work. In the event that the trench excavation for the placement of the proposed drainage or roadway items would result in less than two feet of temporary cover over the existing waterline during construction, the contractor shall limit the areas of exposure (based on exposure being defined as any locations with less than two feet of cover left in place at any period of time) to 20-foot lengths so as not to run the risk of the existing waterline blowing out. It is understood that any additional work involved in meeting this requirement is included in the lump sum bid.

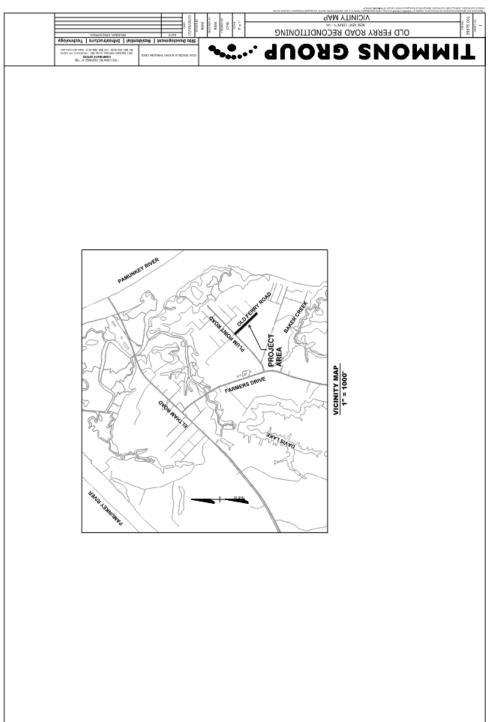
1.47 ENGINEER'S ESTIMATED QUANTITIES

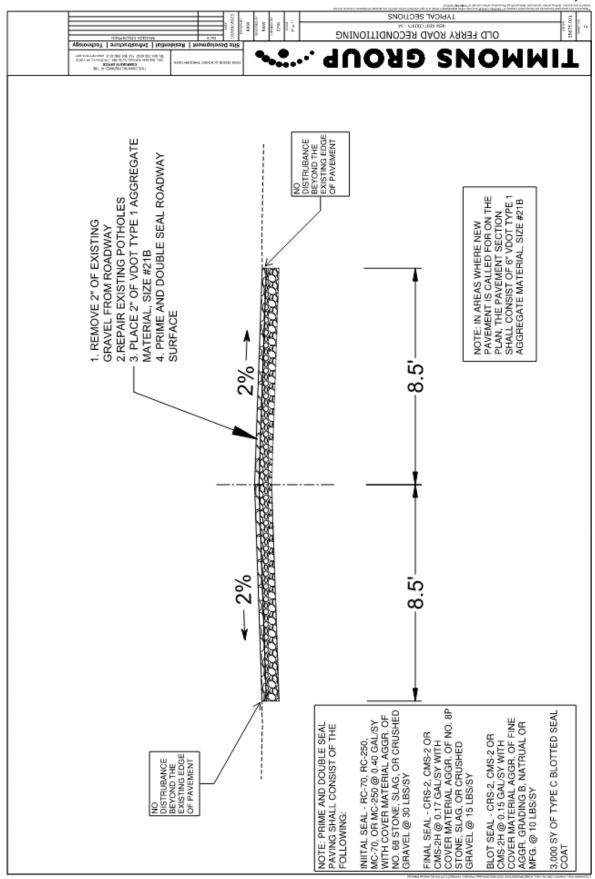
Items contained within "Attachment D" BID SUMMARY FORM are provided for informational purposes only. The Contractor is responsible for conducting its own take off from which the lump sum bid is to be based upon. Differences in estimated quantities between the Engineer's quantities, the Contractor's quantities, and the actual quantities shall not serve as the basis for any type of change order. The Contractor's lump sum bid shall include all items necessary (or reasonably inferred) to construct the project as depicted in the bid documents and addenda (if applicable).

1.48 TEMPORARY CONSTRUCTION ACCESS ROAD

The Contractor shall make reasonable efforts to maintain access to all homes at all times during construction. This roadway segment is the only means of ingress/egress to those homes. At no time shall access be completely cut off during construction.

ATTACHMENT E – NO PLAN ASSEMBLY







New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	NA
Subject	Fiscal Year 2025 County Administrator's Budget Presentation - County Administrator Rodney Hathaway
Issue	Presentation of the County Administrator's budget recommendation for fiscal year 2024-25.
Recommendation	No action is required at this time.
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:	20 minutes	Person Appearing:	Rodney Hathaway, County Administrator
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:	Rebecca Guthrie, Financial Services Director		
REVIEWERS :			

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	3/1/2024 - 7:40 AM
Administration	Hathaway, Rodney	Approved	3/1/2024 - 7:41 AM
Attorney	Everard, Joshua	Approved	3/4/2024 - 8:19 AM

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

PUBLIC	HEARING
1 ODLIC	

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)		Resolution R-08-24		
Subject		PUBLIC HEARING - Steven Jackson - He to Train and Board a Premises - Principal Jackson	ome Occupation Con Canine not Belongi	ditional Use Permit
Issue		Steven Jackson has requested a Home Occupation Conditional Use Permit to train and board a canine that does not belong to him on his premises. The property is located at 4653 Hopewell Road (Tax Parcel 2-36), is 6.03 acres, and is zoned Agricultural.		
Recommendation		The Planning Commission considered this application at their meeting on February 20, 2024 and voted 10:0:1 to forward a favorable recommendation to the Board of Supervisors.		
Fiscal Implication	IS	n/a		
Policy Implicatior	าร	n/a		
Legislative Histor	·у	n/a		
Discussion			nd board a canine th The property is loca	at does not belong to ted at 4653 Hopewell
Time Needed:	30 r	ninutes	Person Appearing:	Kelli Le Duc and Mr. Steven Jackson, applicant
Request Kell		i Le Duc	Telephone:	966-8505
Copy provided to:	Am	y Inman, Director Planning		
ATTACHMENTS: Description			Туре	

BOS memo Application materials PC Resolution

Cover Memo Backup Material Backup Material APO list and Affidavit BOS Resolution R-08-24 Backup Material Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Inman, Amy	Approved	2/28/2024 - 12:08 PM
Administration Attorney	Hathaway, Rodney Everard, Joshua	Approved Approved	2/29/2024 - 3:07 PM 2/29/2024 - 3:46 PM
7	,		, ,



MEMORANDUM

DATE: March 11, 2024

TO: New Kent County Board of Supervisors

SUBJECT: Application Number CUP-01-24, Steven Jackson canine training and boarding at his residence as a Home Occupation

REQUEST

Mr. Steven Jackson has requested a home occupation Conditional Use Permit to train and board a canine that does not belong to him on his premises.

PUBLIC HEARINGS

Planning Commission:	February 20, 2024, 6:30 p.m., County Boardroom
Board of Supervisors:	March 11, 2024, 7:00 p.m., County Boardroom

GENERAL INFORMATION

Location:	The subject property is located at 4653 Hopewell Road
Tax Parcel:	2-36
Size:	Approximately 6 acres
Owners:	Steven and Christin Jackson
Current Zoning:	A-1, Agricultural
Current Use:	Residential
Adjacent Zoning:	North – A-1 and Hanover County East – A-1 West – A-1 and Hanover County South – A-1

New Kent County Comprehensive Plan Future Land Use Designation: Rural Lands



CONSIDERATIONS

- The property is currently zoned A-1, Agricultural. Section 98-16(c) of the Zoning Ordinance allows the Board to "authorize, by conditional use permit, the enlargement or expansion or intensification or operation of home occupations beyond the limits otherwise specified" in the Ordinance.
- Section 98-16(d) states that "commercial kennels" are prohibited as an accessory home occupation unless permitted as a principal use in the district in which located. The closest definition we have to what Mr. Jackson is proposing is a "commercial kennel", which is allowed in the A-1 zoning district as a principal use with a Conditional Use Permit.
- The New Kent County Zoning Ordinance defines a Kennel, commercial as "a facility in which canines, felines, or hybrids within either species are not owned by the owner of the property, but are kept for compensation for the purpose(s) of breeding, hunting, training, renting, buying, boarding, selling, or showing."
- The application states that "the proposed use for 4653 Hopewell Rd is to have the ability to do on-site dog obedience training and to temporarily house dogs for training purposes at our property. I am requesting to have the ability to house dogs, indoors, who are not owned by me however, are owned by clients of mine seeking training needs. This property request is not to house a high volume of dogs or to act as a high-capacity kennel. We are seeking to house up to 6 training dogs a month averaging 3 or 4 weeks stay duration. This will reduce the frequency of client arrival and departure."
- The application also states "the proposed use will have in impact on surrounding properties as I am only requesting to have the ability to train on site and to house dogs here for training purposes on my 6-acre property. There will be no additional nuisance as the dogs will be housed indoors for their safety and comfort."

• This Home Occupation CUP will have no impact on New Kent County schools, minimal to no impact on other public services, and will contribute to the County's tax base.

COMMENTS FROM REVIEWING AGENCIES

Staff sent the conditional use permit application and information to all County and State reviewing agencies and received no comments or concerns with the proposed use.

STANDARDS FOR REVIEW

The standards for review of Conditional Use Permits are set forth in Section 98-744 of the New Kent County Zoning Ordinance:

- 1. The proposed use shall not be prejudicial to the character of the neighborhood.
- 2. The proposed use shall not adversely affect the general plans for the physical development of the county *as embodied in the comprehensive plan.*
- 3. The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor impair the value of buildings or property in surrounding areas.
- 4. The proposed use shall not unreasonably restrict an adequate supply of light, water, or air to adjacent property nor produce undue congestion in the street.
- 5. The proposed use shall adequately provide for access facilities for the estimated traffic.
- 6. The proposed use shall be subject to any applicable site planning or performance standards enumerated *in article XXII of this chapter.*
- 7. The proposed use shall be reasonable in terms of the logical, efficient, and economical extension of public services and facilities serving the county, such as water, sewer, streets, police and fire protection, transportation, recreation, and public schools.

The Zoning Ordinance also lists specific restrictions for conditional use permits. Restrictions on any conditional use may include, but are not limited to the following:

- 1. Hours of operation
- 2. Access to and from the subject property
- 3. Protection of surface and groundwater
- 4. Lighting of the site, including the intensity and shielding so as to not adversely affect adjacent or nearby property owners
- 5. Adequate sewer and water supply
- 6. Sound limitation as needed to ensure peaceful enjoyment of neighboring property
- 7. Location, size, height, design of buildings, walls, fences, landscaping, and buffer yards

- 8. Covenants and/or homeowners associations for maintenance of applicable restrictions
- 9. Timing or phasing of development
- 10. Type and placement of utilities including underground placements
- 11. Controls for smoke, dust, and odors
- 12. Requirements for performance guarantees ensuring that all conditions are met and plans are implemented
- 13. Any other conditions deemed necessary to protect the health, safety, and general welfare of the public.

OVERALL ANALYSIS AND RECOMMENDED DRAFT CONDITIONS (please be advised that the Conditions are subject to change prior to Board of Supervisors approval of the permit)

Staff has reviewed this conditional use permit application in the same manner as other zoning change applications and has found that the following proposed conditions will assist in addressing, protecting, and promoting health, safety, and the general welfare of New Kent County citizens.

- 1. There will be no more than 6 canines that do not belong to the owner on the property at any one time.
- 2. The applicant will maintain the existing undisturbed vegetative buffer around the perimeter of the property except in the areas utilized for ingress/egress or utilities.
- 3. All animals will be kept in pens or other enclosures designed and maintained to secure safety and confinement.
- 4. Applicant will work with the Health Department to acquire any necessary permits in order to address waste and water, and to keep the property neat and clean, free of dirt, fecal accumulation, odors, and parasite infection.
- 5. Any lighting that is installed will be oriented away from neighboring residential properties and shall provide adequate illumination safety.
- 6. The size of any business sign for the operation must meet the size and height requirements found in the Zoning Ordinance.

PLANNING COMMISSION ACTION

The Planning Commission considered this application at their meeting on February 20, 2024 and voted 10:0:1 to forward a favorable recommendation to the Board of Supervisors.

Resolution R-08-24 is attached for your consideration.

Attachments:

- Application CUP-01-24Advertisement & Adjacent Property Owners List
- Resolution, PC-03-24 •
- BOS Resolution R-08-24

Copies to:

- Applicant File

- 1) The proposed use for 4653 Hopewell Rd is to have the ability to do on-site dog obedience training and to temporarily house dogs for training purposes at our property. I am requesting to have the ability to house dogs, indoors, who are not owned by me however, are owned by clients of mine seeking training needs. This property request is not to house a high volume of dogs or to act as a high-capacity kennel. We are seeking to house up to 6 training dogs a month averaging 3 or 4 weeks stay duration. This will reduce the frequency of client arrival and departure.
- 2) The proposed use will have no impact on surrounding properties as I am only requesting to have the ability to train on site and to house dogs here for training purposes on my 6 acre property. There will be no additional nuisance as the dogs will be housed indoors for their safety and comfort.
- The approval of this permit will not impact water or waste use as it would not change from current water and waste use.
- 4) This permit would have no negative impact on the environment from current use.
- 5) This proposed land use will not require any traffic control as all hours are by appointment only and the client visits would be minimal as it is limited to dog drop off at the start of programs and pick up at program completion.
- 6) This proposed use has no impact on schools.
- This request will have no impact on any public services, including but not limited to, police, fire, water service or waste.
- 8) This proposed request will have no impact on historic sites or structures.
- 9) There will be no risk to any rare or endangered animals as well as any natural areas. We would have secure fencing and housing quarters to ensure wild animal safety.
- 10) This proposal will have no negative impact on the beauty of New Kent as we strive to keep our place appealing and in good kept condition. There will be no changes to the property.



PLANNING COMMISSION COUNTY OF NEW KENT VIRGINIA

PC-03-24

At the regular meeting of the Planning Commission of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 20th day of February, 2024:

Present:	Vote:
Laura Rose	Aye
Marc Bennett	Aye
Joanne Schmit	Aye
Milton Hathaway	Aye
Tammy Johnson	Aye
Gary Larochelle	Aye
Jacob Dombroski	Aye
Joseph Davis	Aye
Curtisa Thomas	Aye
Patricia Townsend	Aye
John Moyer	Abstain

Motion was made by Mr. Dombroski, which carried 10:0:1, to adopt the following resolution:

A RESOLUTION TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT APPLICATION CUP-01-24, STEVEN JACKSON DOG TRAINING AND BOARDING AS A HOME OCCUPATION ON TAX MAP 2-36 (GPIN #P08-3780-2933)

WHEREAS, Steven Jackson (property owner and applicant) has submitted a "Conditional Use Permit Application" dated January 4, 2024; and

WHEREAS, said application requests a home occupation conditional use permit to train and board canines that do not belong to the applicant on a parcel identified on the New Kent County digital map as GPIN #P08-3780-2933 (Tax Map and parcel 2-36); and

WHEREAS, subsequent to receiving a complete application and within the timeframes established by Code, the Planning Commission scheduled and conducted a formal and duly advertised public hearing, carefully considering the public comment received; and

WHEREAS, the Planning Commission has evaluated the application based on the current zoning of the parcel, which is A-1, the standards set forth in the Conditional Use Permit Provisions of the Zoning Ordinance (Article XIX, § 98-741 et seq.), and the proposed conditions in the staff memo; and

WHEREAS, the Commission finds that approval of CUP-01-24 with the conditions stated herein is appropriate to address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County and the health, safety, and general welfare of the Citizens in the County;

NOW THEREFORE, BE IT RESOLVED that on this, the 20th day of February, 2024, by the New Kent County Planning Commission, that Conditional Use Permit Application CUP-01-24, submitted by Steven Jackson (property owner and applicant) be forwarded to the New Kent County Board of Supervisors with a recommendation of approval with the following conditions:

- 1. There will be no more than 6 canines that do not belong to the owner on the property at any one time.
- 2. The applicant will maintain the existing undisturbed vegetative buffer around the perimeter of the property except in the areas utilized for ingress/egress or utilities.
- 3. All animals will be kept in pens or other enclosures designed and maintained to secure safety and confinement.
- 4. Applicant will work with the Health Department to acquire any necessary permits in order to address waste and water, and to keep the property neat and clean, free of dirt, fecal accumulation, odors, and parasite infection.
- 5. Any lighting that is installed will be oriented away from neighboring residential properties and shall provide adequate illumination safety.
- 6. The size of any business sign for the operation must meet the size and height requirements found in the Zoning Ordinance.

Attested:

V. Marc Bennett, Chairman New Kent County Planning Commission

NEW KENT COUNTY Notice of Mailing

Applicant Name:	Steven Jackson	
Application Number:	CUP-01-24	
Public Hearing Date:	Monday, March 11, 2024	

STATE OF VIRGINIA COUNTY OF NEW KENT, to wit

I, Kelli L Z Le Duc, of the New Kent County Planning Department, do make oath that notices as required by Section 15.1-431 of the Code of Virginia, 1950, as amended, were mailed on the 28th day of February, 2024, by first class mail, postage prepaid, to the persons whose names and addresses are attached.

Whi f.t Subscribed and sworn to before me this 28th day of February, 2024. Sheri Lyma Notary Pub December 31, 2027 My commission expires:

§ 15.2-2204. ADVERTISEMENT OF PLANS, ORDINANCES, ETC.; JOINT PUBLIC HEARINGS; WRITTEN NOTICE OF CERTAIN AMENDMENTS.

A. Plans or ordinances, or amendments thereof, recommended or adopted under the powers conferred by this chapter need not be advertised in full, but may be advertised by reference. Every such advertisement shall identify the place or places within the locality where copies of the proposed plans, ordinances or amendments may be examined.

The local planning commission shall not recommend nor the governing body adopt any plan, ordinance or amendment thereof until notice of intention to do so has been published once a week for two successive weeks in some newspaper published or having general circulation in the locality, with the first notice appearing no more than 14 days before the intended adoption; however, the notice for both the local planning commission and the governing body may be published concurrently. The notice shall specify the time and place of hearing at which persons affected may appear and present their views. The local planning commission and governing body may hold a joint public hearing after public notice as set forth in this subsection. If a joint hearing is held, then public notice as set forth in this subsection need be given only by the governing body. As used in this subsection, "two successive weeks" means that such notice shall be published at least twice in such newspaper, with not less than six days elapsing between the first and second publication. In any instance in which a locality has submitted a correct and timely notice request to such newspaper and the newspaper fails to publish the notice, or publishes the notice incorrectly, such locality shall be deemed to have met the notice requirements of this subsection so long as the notice was published in the next available edition of a newspaper having general circulation in the locality. After enactment of any plan, ordinance or amendment, further publication thereof shall not be required.

B. When a proposed amendment of the zoning ordinance involves a change in the zoning map classification of 25 or fewer parcels of land, then, in addition to the advertising as required by subsection A, the advertisement shall include the street address or tax map parcel number of the parcels subject to the action. Written notice shall be given by the local planning commission, or its representative, at least five days before the hearing to the owner or owners, their agent or the occupant, of each parcel involved; to the owners, their agent or the occupant, of all abutting property and property immediately across the street or road from the property affected, including those parcels that lie in other localities of the Commonwealth; and, if any portion of the affected property is within a planned unit development, then to such incorporated property owner's associations within the planned unit development that have members owning property located within 2,000 feet of the affected property as may be required by the commission or its agent. However, when a proposed amendment to the zoning ordinance involves a tract of land not less than 500 acres owned by the Commonwealth or by the federal government, and when the proposed change affects only a portion of the larger tract, notice need be given only to the owners of those properties that are adjacent to the affected area of the larger tract. Notice sent by registered or certified mail to the last known address of such owner as shown on the current real estate tax assessment books or current real estate tax assessment records shall be deemed adequate compliance with this requirement. If the hearing is continued, notice shall be remailed. Costs of any notice required under this chapter shall be taxed to the applicant.

When a proposed amendment of the zoning ordinance involves a change in the zoning map classification of more than 25 parcels of land, or a change to the applicable zoning ordinance text regulations that decreases the allowed dwelling unit density of any parcel of land, then, in addition to the advertising as required by subsection A, the advertisement shall include the street address or tax map parcel number of the parcels as well as the approximate acreage subject to the action. For more than 100 parcels of land, the advertisement may instead include a description of the boundaries of the area subject to the changes and a link to a map of the subject area. Written notice shall be given by the local planning commission, or its representative, at least five days before the hearing to the owner, owners, or their agent of each parcel of land involved, provided, however, that written notice of such changes to zoning ordinance text regulations shall not have to be mailed to the owner, owners, or their agent of lots shown on a subdivision plat approved and recorded pursuant to the provisions of Article 6 (§ 15.2-2240 et seq.) where such lots are less than 11,500 square feet. One notice sent by first class mail to the last known address of such owner as shown on the current real estate tax assessment books or current real estate tax assessment records shall be deemed adequate compliance with this requirement, provided that a representative of the local commission shall make affidavit that such mailings have been made and file such affidavit with the papers in the case. Nothing in this subsection shall be construed as to invalidate any subsequently adopted amendment or ordinance because of the inadvertent failure by the representative of the local commission to give written notice to the owner, owners or their agent of any parcel involved.

The governing body may provide that, in the case of a condominium or a cooperative, the written notice may be mailed to the unit owners' association or proprietary lessees' association, respectively, in lieu of each individual unit owner.

Whenever the notices required hereby are sent by an agency, department or division of the local governing body, or their representative, such notices may be sent by first class mail; however, a representative of such agency, department or division shall make affidavit that such mailings have been made and file such affidavit with the papers in the case.

A party's actual notice of, or active participation in, the proceedings for which the written notice provided by this section is required shall waive the right of that party to challenge the validity of the proceeding due to failure of the party to receive the written notice required by this section.

C. When a proposed comprehensive plan or amendment thereto; a proposed change in zoning map classification; or an application for special exception for a change in use or to increase by greater than 50 percent of the bulk or height of an existing or proposed building, but not including renewals of previously approved special exceptions, involves any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth, then, in addition to the advertising and written notification as required by this section, written notice shall also be given by the local commission, or its representative, at least 10 days before the hearing to the chief administrative officer, or his designee, of such adjoining locality.

D. When (i) a proposed comprehensive plan or amendment thereto, (ii) a proposed change in zoning map classification, or (iii) an application for special exception for a change in use involves any parcel of land located within 3,000 feet of a boundary of a military base, military installation, military airport, excluding armories operated by the Virginia National Guard, or licensed public-use airport then, in addition to the advertising and written notification as required by this section, written notice shall also be given by the local commission, or its representative, at least 30 days before the hearing to the commander of the military base, military installation, military airport, or owner of such public-use airport, and the notice

shall advise the military commander or owner of such public-use airport of the opportunity to submit comments or recommendations.

E. The adoption or amendment prior to July 1, 1996, of any plan or ordinance under the authority of prior acts shall not be declared invalid by reason of a failure to advertise or give notice as may be required by such act or by this chapter, provided a public hearing was conducted by the governing body prior to such adoption or amendment. Every action contesting a decision of a locality based on a failure to advertise or give notice as may be required by this chapter shall be filed within 30 days of such decision with the circuit court having jurisdiction of the land affected by the decision. However, any litigation pending prior to July 1, 1996, shall not be affected by the 1996 amendment to this section.

F. Notwithstanding any contrary provision of law, general or special, the City of Richmond may cause such notice to be published in any newspaper of general circulation in the city.

G. When a proposed comprehensive plan or amendment of an existing plan designates or alters previously designated corridors or routes for electric transmission lines of 150 kilovolts or more, written notice shall also be given by the local planning commission, or its representative, at least 10 days before the hearing to each electric utility with a certificated service territory that includes all or any part of such designated electric transmission corridors or routes.

H. When any applicant requesting a written order, requirement, decision, or determination from the zoning administrator, other administrative officer, or a board of zoning appeals that is subject to the appeal provisions contained in § 15.2-2311 or 15.2-2314, is not the owner or the agent of the owner of the real property subject to the written order, requirement, decision or determination, written notice shall be given to the owner of the property within 10 days of the receipt of such request. Such written notice shall be given by the zoning administrator or other administrative officer or, at the direction of the administrator or officer, the requesting applicant shall be required to give the owner such notice and to provide satisfactory evidence to the zoning administrator or other administrative officer that the notice has been given. Written notice mailed to the owner at the last known address of the owner as shown on the current real estate tax assessment books or current real estate tax assessment records shall satisfy the notice requirements of this subsection.

This subsection shall not apply to inquiries from the governing body, planning commission, or employees of the locality made in the normal course of business.

Code 1950, § 15-961.4; 1962, c. 407, § 15.1-431; 1964, c. 632; 1968, cc. 354, 714; 1973, cc. 117, 334; 1974, cc. 100, 570; 1975, c. 641; 1976, c. 642; 1977, c. 65; 1982, c. 291; 1990, c. 61; 1992, cc. 353, 757; 1993, cc. 128, 734; 1994, c. <u>774</u>; 1995, c. <u>178</u>; 1996, cc. <u>613</u>, <u>667</u>; 1997, c. <u>587</u>; 2001, c. <u>406</u>; 2002, c. <u>634</u>; 2004, cc. <u>539</u>, <u>799</u>; 2005, c. <u>514</u>; 2007, cc. <u>761</u>, <u>813</u>; 2011, c. <u>457</u>; 2012, c. <u>548</u>; 2013, cc. <u>149</u>, <u>213</u>; 2022, c. <u>478</u>; 2023, cc. <u>506</u>, <u>507</u>.

STEVEN AND CHRISTEN JACKSON 4653 HOPEWELL RD NEW KENT, VA 23124

HEIDI WEST 4541 HOPEWELL RD. NEW KENT, VA 23124

HANOVER COUNTY ADMINISTRATION 7516 COUNTY COMPLEX RD. HANOVER, VA 23069 TIDEWATER AND BIG BEND FOUNDATION C/O CRISS CROSS PROPERTIES LLC 600 TRAVIS ST, STE 400 HOUSTON, TX 77002

ROBERT AND BARBARA SAYLES 4735 HOPEWELL RD. NEW KENT, VA 23124 LINWOOD THROCKMORTON JR. 3165 KENDRICK DR. MECHANICSVILLE, VA 23111

KELVIN AND CHARLETTE TAYLOR 5403 HOPEWELL RD. NEW KENT, VA 23124

NOTICE OF PUBLIC HEARING NEW KENT COUNTY BOARD OF SUPERVISORS

Notice is hereby given that the New Kent County Board of Supervisors will hold a public hearing, and may or may not take action, on Monday, March 11, 2024 at 7:00 p.m. or as soon thereafter as possible, in the Boardroom of the County Administration Building located at 12007 Courthouse Circle, New Kent, VA 23124, to consider the following:

1. Resolution R-08-24 - Application CUP-01-24, Dog training and boarding facility as a Home Occupation: Steven Jackson has requested a Home Occupation Conditional Use Permit to train and board a canine that does not belong to him on his premises. The property is located at 4653 Hopewell Road (Tax Parcel 2-36), is 6.03 acres, and is zoned Agricultural. The Planning Commission considered this application at their meeting on February 20, 2024 and voted 10:0:1 to forward a favorable recommendation to the Board of Supervisors.

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370; or by email to <u>bos@newkent-va.us</u>. Comments received by 12:00 noon on the day of the hearings will be distributed to Board members and made a part of the public record. Copies of any proposed ordinances, resolutions, applications and staff reports may be viewed approximately one week prior to the hearing in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours or at <u>http://www.co.new-kent.va.us</u>. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687. If the meeting cannot be held because of the closing of State and/or County offices, it will be held on the next business day that the County offices are open.

By authority of Rodney A. Hathaway Clerk of the Board

BOARD OF SUPERVISORS COUNTY OF NEW KENT VIRGINIA

R-08-24

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 11th day of March, 2024:

<u>Present:</u> Thomas W. Evelyn John P. Moyer Amy M. Pearson Ron Stiers Jordan T. Stewart Vote:

Motion was made by _____, which carried ____, to adopt the following resolution:

A RESOLUTION TO APPROVE CONDITIONAL USE PERMIT APPLICATION CUP-01-24, STEVEN JACKSON DOG TRAINING AND BOARDING AS A HOME OCCUPATION ON TAX MAP 2-36 (GPIN #P08-3780-2933)

WHEREAS, Steven Jackson (property owner and applicant) has submitted a "Conditional Use Permit Application" dated January 4, 2024; and

WHEREAS, said application requests a home occupation conditional use permit to train and board canines that do not belong to the applicant on a parcel identified on the New Kent County Digital map as GPIN #P08-3780-2933 (Tax Map and parcel 2-36); and

WHEREAS, said application was considered by the New Kent County Planning Commission (the "Planning Commission") in accordance with applicable procedures at a formal and duly advertised public hearing on February 20, 2024, where they carefully considered the public comment received and voted 10:0:1 to forward a recommendation of approval to the Board of Supervisors; and

WHEREAS, within the timeframes established by the Code of Virginia and New Kent County Code, the Board of Supervisors scheduled and conducted a formal and duly advertised public hearing on March 11, 2024, and carefully considered the comments received, the application and conditions; and

WHEREAS, the Board of Supervisors has evaluated the application based on the current zoning of the parcel, which is A-1, the standards set forth in the Conditional Use Permit Provisions of the Zoning Ordinance (Article XIX, § 98-741 et seq.), and the proposed conditions in the staff memo; and

WHEREAS, the Board of Supervisors finds that the standards for granting a Conditional Use Permit have been satisfied; and

WHEREAS, the Board of Supervisors finds that approval of this application would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County and the health, safety, and general welfare of the Citizens in the County;

NOW THEREFORE, BE IT RESOLVED that on this, the 11th day of March, 2024, by the New Kent County Board of Supervisors, that Conditional Use Permit Application CUP-01-24 submitted by Steven Jackson (property owner and applicant) be, and it hereby is, approved, subject to the following conditions:

- 1. There will be no more than 6 canines that do not belong to the owner on the property at any one time.
- 2. The applicant will maintain the existing undisturbed vegetative buffer around the perimeter of the property except in the areas utilized for ingress/egress or utilities.
- 3. All animals will be kept in pens or other enclosures designed and maintained to secure safety and confinement.
- 4. Applicant will work with the Health Department to acquire any necessary permits in order to address waste and water, and to keep the property neat and clean, free of dirt, fecal accumulation, odors, and parasite infection.
- 5. Any lighting that is installed will be oriented away from neighboring residential properties and shall provide adequate illumination safety.
- 6. The size of any business sign for the operation must meet the size and height requirements found in the Zoning Ordinance.

BE IT FURTHER RESOLVED, that the County Administrator be, and he is hereby, directed to have a fully executed copy of this Resolution recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:

Rodney A. Hathaway County Administrator Thomas W. Evelyn Chair New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)			
Subject	Appointments - Dele	gated by District	
Issue			
Recommendation			
Fiscal Implication	IS		
Policy Implication	IS		
Legislative Histor	'Y		
Discussion			
Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			
ATTACHMENTS: Description Appointments De	legated by District (PDF)	Type Cover Memo	
REVIEWERS:			
Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/29/2024 - 12:17 PM
Administration Attorney	Hathaway, Rodney Everard, Joshua	Approved Approved	2/29/2024 - 3:05 PM 2/29/2024 - 3:36 PM

DISTRICT ONE APPOINTMENTS

NONE

DISTRICT TWO APPOINTMENTS

I move to appoint ______ as District Two representative to the Board of Road Viewers to serve a four-year term beginning January 1, 2024 and ending December 31, 2027. (*The term of Charles Edwards expired December 31, 2023 and he has declined reappointment.*)

DISTRICT THREE APPOINTMENTS

NONE

DISTRICT FOUR APPOINTMENTS

NONE

DISTRICT FIVE APPOINTMENTS

I move to appoint ______ as District Five representative to the Purchase of Development Rights Committee to complete a three-year term ending June 30, 2024. *(The term of Julian Ward expired on June 30, 2021.)* New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)			
Subject	Appointments - Not	Delegated by District	
Issue			
Recommendation			
Fiscal Implication	IS		
Policy Implication	IS		
Legislative Histor	У		
Discussion			
Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			
ATTACHMENTS: Description Type Appointments NOT Delegated by District (PDF) Cover Memo			
REVIEWERS:			
Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	2/29/2024 - 12:22 PM
Administration Attorney	Hathaway, Rodney Everard, Joshua	Approved Approved	2/29/2024 - 3:06 PM 2/29/2024 - 3:38 PM

Boards and Commissions not Delegated by District

I move to appoint ______ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a four-year term ending December 31, 2025. (*The term of David Sontos expired on December 31, 2021. This appointment should be made by the District 1 BOS Member.*)

I move to appoint ______ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to serve a four-year term beginning January 1, 2024 and ending December 31, 2027. (The term of Donald Seeterlin expired December 31, 2019. This appointment should be made by the <u>District 2 BOS Member</u>.)

I move to appoint ______ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a four-year term ending December 31, 2026. (The term of Jeffrey Mitchell expired on December 31, 2022. This appointment should be made by the <u>District 4 BOS Member</u>.)

I move to appoint ______ as an <u>alternate</u> member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a term ending December 31, 2025. *(This position has been vacant since 2013.)*

I move to appoint ______ as an at large representative to the Clean County Committee to serve a four-year term beginning January 1, 2023 and ending December 31, 2026. (*This is a new position created by the adoption of Resolution R-03-23 on January 9, 2023.*)

PLEASE NOTE – The following 4 appointments are for the Housing Advisory Committee. This committee was chartered by Resolution R-19-23 on July 13, 2023. Members will serve until the work is completed and <u>your</u> appointees DO NOT have to reside within your district. The following three individuals have expressed an interest in serving – René Shepperson, Muriel Rodriguez and Joyce Peterson.

I move to appoint ______ as a representative to the Housing Advisory Committee. (*This is a new position created by the adoption of Resolution R-19-23 on July 13, 2023. This appointment should be made by the District 1 BOS Member.*)

I move to appoint ______ as a representative to the Housing Advisory Committee. (*This is a new position created by the adoption of Resolution R-19-23 on July 13, 2023. This appointment should be made by the District 4 BOS Member.*)

I move to appoint ______ as a representative to the Housing Advisory Committee. (*This is a new position created by the adoption of Resolution R-19-23 on July 13, 2023. This appointment should be made by the District 4 BOS Member.*)

I move to appoint ______ as a representative to the Housing Advisory Committee. (*This is a new position created by the adoption of Resolution R-19-23 on July 13, 2023. This appointment should be made by the* <u>District 5 BOS Member</u>.)

I move to appoint ______ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2023 and ending June 30, 2026. (The term of Robert Gray expired June 30, 2023. Mr. Gray was appointed as the District 2 representative on January 10, 2024.)

I move to appoint ______ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2022 and ending June 30, 2025. *(The term of William Wallace, III expired on June 30, 2022.)*

PLEASE NOTE – The following 11 appointments are for the Youth Community Service Committee. The term is one year and **your appointees DO NOT have to reside within your district**. Also please note, all three adult member positions are currently vacant.

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (*This seat was held by Ella Joel who graduated in 2023. This appointment should be made by the District 1 BOS Member.*)

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (*This seat was held by Lucy Vick who graduated in 2022. This appointment should be made by the District 1 BOS Member.*)

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (*This seat was held by Lauren Vick who graduated in 2022. This appointment should be made by the District 1 BOS Member.*)

I move to appoint _______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (Alexis Sarquah had been serving and her term expired on December 31, 2022. Alexis will be a 2024 graduate. This appointment should be made by the <u>District 2 BOS Member</u>.)

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (Andel Sarquah had been serving and her term expired on December 31, 2022. Andel will be a 2024 graduate. This appointment should be made by the <u>District 2 BOS Member</u>.)

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the District 4 BOS Member.)*

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the District 4 BOS Member.)*

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the District 4 BOS Member.)*

I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (*This seat was held by Ellie Davis who* graduated in 2023. This appointment should be made by the <u>District 5 BOS</u> <u>Member</u>.)

I move to appoint _______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (Sarah Miller had been serving and her term expired on December 31, 2023. Sarah will be a 2024 graduate. This appointment should be made by the <u>District 5 BOS Member</u>.) I move to appoint ______ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. (*This seat was held by Serra Swartout who graduated in 2023. This appointment should be made by the District 5 BOS Member.*)

I move to appoint ______ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. (Joe Swartout had been serving and his term expired December 31, 2023.)

I move to appoint ______ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. (*This seat was held by Peggy Spiak who stepped down effective June 30, 2022.*)

I move to appoint ______ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. (Tonnie Swartout had been serving and her term expired December 31, 2023.)

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 3/11/2024

APPC	DINTN	1ENTS
/ 11 1 0		121110

Motion: "Mr. Chairman, I move (not required for Cons Agenda items)			
Subject	Appointments - Re	gional Boards and Com	missions
Issue			
Recommendation			
Fiscal Implicatior	IS		
Policy Implicatior	ıs		
Legislative Histor	У		
Discussion			
Time Needed:	[Person Appearing:	[]
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			
ATTACHMENTS:			
Description		Туре	
Appointments - F (PDF)	Regional Boards and Cor	nmissions Cover Memo	
REVIEWERS:			
Department	Reviewer	Action	Date

Clerk	Watkins, Wanda	Approved	2/29/2024 - 12:23 PM
Administration	Hathaway, Rodney	Approved	2/29/2024 - 3:06 PM
Attorney	Everard, Joshua	Approved	2/29/2024 - 3:41 PM

Regional Boards and Commissions

I move to appoint ______ as the District 5 representative to the Heritage Library Board of Trustees to serve a four-year term beginning July 1, 2023 and ending June 30, 2027. (*The term of Connie C. Nalls expired on June 30, 2023. Appointees are limited to two consecutive terms and Ms. Nalls is not eligible for reappointment.*)

I move to appoint ______ as a New Kent appointee to the Richmond Regional Transportation Planning Organization Policy Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027. (This seat was held by Patricia Paige and the term expired December 31, 2023. New Kent has two seats on this board and John Moyer has been appointed to fill one seat. Thomas Evelyn is currently the alternate.)

I move to appoint ______ as New Kent's appointee to the Richmond Regional Transportation Planning Organization Executive Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027. (This seat was held by Patricia Paige and the term expired December 31, 2023. Jordan Stewart was appointed as alternate on 1/10/24 to fill a seat previously held by C. Thomas Tiller, Jr.)

I move to appoint _______ as New Kent's alternate representative to the Richmond Regional Transportation Planning Organization's Citizen Transportation Advisory Committee to complete a term ending December 31, 2025. (*This seat was previously held by John P. Moyer. Lisa Guthrie is currently serving as New Kent's appointee.*)

I move to appoint ______ as a New Kent representative to the Thrive Virginia Board to complete a four-year term ending December 31, 2024. (Joe Swartout had been serving and has resigned.) New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

ADJOURNMENT

Meeting Date: 3/11/2024

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)		adjourn.		
Subject		Adjournment		
Issue				
Recommendation		Approval		
Fiscal Implication	IS			
Policy Implications				
Legislative History				
Discussion		Supervisors will be h and the next work se 2024, both in the Boa Building. The Board 9:00 a.m. on Friday,	heduled meeting of the eld at 6:00 p.m. on The ssion will be held on T ardroom of the County will also meet for a B March 15, 2024 at the ontas Trail, Providence	ursday, April 4, 2024 uesday, March 19, Administration udget Retreat at New Kent Forestry
Time Needed:			Person Appearing:	
Request prepared by:	d by: Clerk of the Board		Telephone:	804-966-9687
Copy provided to:				
ATTACHMENTS: Description Closed Session Motions (PDF)		Type Cover Memo		
REVIEWERS:				
Department		Reviewer	Action	Date
Clerk		Watkins, Wanda	Approved	2/29/2024 - 12:36 PM

MOTIONS FOR CONVENING A CLOSED SESSION

- 1 I move to go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia for (discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or County employees) involving
- 3 I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for 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) involving
- 4 I move to go into closed session pursuant to §2.2-3711A.4 of the Code of Virginia for (*the protection of the privacy of individuals in personal matters not related to public business*) involving ______.
- 5 I move to go into closed session pursuant to §2.2-3711A.5 of the Code of Virginia 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) involving
- 6 I move to go into closed session pursuant to §2.2-3711A.6 of the Code of Virginia for *(discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the County would be adversely affected)* involving ______.
- 7 I move to go into closed session pursuant to \$2.2-3711A.7 of the Code of Virginia for (consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel) involving ______.
- 19 I move to go into closed session pursuant to \$2.2-3711A.19 of the Code of Virginia for (discussion of plans to protect public safety as it relates to terrorist activity and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure) involving _____.
- I move to go into closed session pursuant to \$2.2-3711A.28 of the Code of Virginia for (discussion or consideration of records excluded from this chapter pursuant to subdivision 11 of \$ 2.2-3705.6 by a responsible public entity or an affected local jurisdiction, as those terms are defined in \$ 56-557, or any independent review panel appointed to review information and advise the responsible public entity concerning such records) involving

- 29 I move to go into closed session pursuant to §2.2-3711A.29 of the Code of Virginia for (discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board) involving ______.
- 33 I move to go into closed session pursuant to \$2.2-3711A.32 of the Code of Virginia for (discussion or consideration of confidential proprietary records and trade secrets excluded from this chapter pursuant to subdivision 18 of \$ 2.2-3705.6.) involving _____

CERTIFICATION OF CLOSED SESSION

A. Motion

I move that the Board certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session.

B. Vote taken on certification.

Present:

Vote:

Thomas W. Evelyn John P. Moyer Amy M. Pearson Ron Stiers Jordan T. Stewart