

**AMHERST INDUSTRIAL DEVELOPMENT AUTHORITY**

Monday, May 4, 2020

**AGENDA**

5:15 PM

1. Call to Order & Determination of Quorum - Town Hall at 174 S. Main Street
2. Approval of Minutes, *February 3, 2020 Meeting*-----Chairman
3. Video Presentation from Draper Aden for Engineering Services at Brockman Park
4. Review and Direction for Engineering Services -----Sara Carter
5. Other Business
6. Closed Session- Pursuant to §2.2-3711A.5 of the Code of Virginia, relating to a prospective 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.
7. Adjournment

**Town of Amherst  
Industrial Development Authority**

A regular meeting of the Town of Amherst Industrial Development Authority was called to order by Chairman Jacob Bailey on February 3, 2020, at 5:15 PM in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

P	Richard Wydner	P	Sharon W. Turner
P	Jacob Bailey	A	Kim Stein
A	Gary Jennings	P	Clifford Hart
P	C. Manly Rucker, III		

Town Manager Sara E. Carter, in her capacity as Secretary to the Authority, and Clerk of Council Vicki Hunt, were present.

Mr. Rucker made a motion which was seconded by Ms. Turner to approve the minutes of the January 6, 2020, meeting. There being no discussion, the motion carried 5-0-2 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, and Hart voting “Aye”. Messrs. Jennings and Stein were absent.

**Report on Brockman Park Recoupment Program**

The Secretary presented a status report on the Brockman Park Recoupment program per the October 2, 2001, agreement whereby the County would direct monies to the Town to defray Brockman Park development costs.

After discussion, Mr. Rucker made a motion that was seconded by Mr. Wydner to direct the Secretary to transmit the 2019 Brockman Park Recoupment report to Amherst County. The motion carried 5-0-2 as follows:

Jacob Bailey	Yes		Sharon W. Turner	Yes
Richard Wydner	Yes		Kim Stein	Absent
Gary Jennings	Absent		Clifford Hart	Yes
C. Manly Rucker, III	Yes			

A copy of the report is attached and made a part of these minutes.

**Report on Brockman Park Property Maintenance and Billing**

The Secretary presented a report on the costs of maintaining the common areas at Brockman Park that are to be shared among all tenants per the “homeowners association” section of the Brockman Park deed restrictions.

After discussion, Mr. Rucker made a motion that was seconded by Mrs. Turner to authorize the Secretary to bill Centra Health, Steven D. Clancy, LLC and HBH Amherst, LLC for calendar year 2019 expenses. The motion carried 5-0-2 as follows:

Jacob Bailey	Yes	Sharon W. Turner	Yes
Richard Wydner	Yes	Kim Stein	Absent
Gary Jennings	Absent	Clifford Hart	Yes
C. Manly Rucker, III	Yes		

A copy of the report is attached and made a part of these minutes.

**Potential Projects**

Secretary Carter gave a report on consideration of the Authority for best use of IDA funds and reinvestment of proceeds to be used on Industrial Development Park and other Town improvement projects, including cost estimates.

After discussion, Ms. Turner made a motion that was seconded by Mr. Wydner that the Authority recommends to Town Council reinvestment and use of IDA funds for the following items, as recommended by staff:

- 1) Adoption of an IDA Fund Balance Policy in the amount of \$200,000;
- 2) Updating Brockman Park marketing materials including hiring summer intern in an approximate amount of \$10,000; and,
- 3) Apply for Revolving Loan Fund that will secure USDA grant money for matching funds, developing a revolving loan fund for small businesses in the Town.

The motion carried 5-0-2 as follows:

Jacob Bailey	Yes	Sharon W. Turner	Yes
Richard Wydner	Yes	Kim Stein	Absent
Gary Jennings	Absent	Clifford Hart	Yes
C. Manly Rucker, III	Yes		

Secretary Carter was instructed to work with Draper Aden Associates to determine next steps and costs for grading the front of Brockman Park. Further discussion is deferred on the matter.

There being no further business, the meeting adjourned at 6:26 PM.

\_\_\_\_\_  
Jacob Bailey, Chairman

ATTEST: \_\_\_\_\_  
Secretary

# Brockman Park Investment Recoupment Report

Prepared: 01/23/20

Prior to the transfer of any amount by the Town, the IDA shall prepare an annual activity report on the Fund in January of each year for the prior calendar year and submit it to the Town along with estimates for the then-current year. A copy of this report and any accompanying documentation shall be concurrently submitted to the County.

<b>Balance, 6/30/2019</b>		\$	2,210,510.77
<b>FY 20 Activity:</b>			
County: Lot 10: Steven D. Clancy, LLC (BlackBox) Real Estate Taxes	12,694.10		
Lot 10: MTS/Black Box Personal Property Taxes	1,053.99		
Lot 10: MTS/Black Box Business Equipment Taxes	7,405.43		
Lot 9b,c: HBH Amherst, LLC (Horizon) Real Estate Taxes	7,851.31		
 <i>Note: Above is as per Commissioner of the Revenue Jane Irby on 1/23/20</i>			
Less - FY98 Assessment	(2,740.65)		
<b>Total FY20 from County</b>	(2,740.65)	26,264.18	(26,264.18)
<b>Projected Balance, 6/30/2020</b>		\$	2,184,246.59

# Brockman Park Owners Association

Maintenance Reimbursement for C918

Date	Vendor	Description	Invoice Amount
01/24/2019	AMERICAN ELECTRIC POWER		\$ 22.88
02/20/2019	AMERICAN ELECTRIC POWER		\$ 22.03
03/26/2019	AMERICAN ELECTRIC POWER		\$ 16.13
04/23/2019	AMERICAN ELECTRIC POWER		\$ 13.10
05/21/2019	AMERICAN ELECTRIC POWER		\$ 13.10
06/25/2019	AMERICAN ELECTRIC POWER		\$ 13.10
07/23/2019	AMERICAN ELECTRIC POWER		\$ 12.82
08/20/2019	AMERICAN ELECTRIC POWER		\$ 12.74
09/24/2019	AMERICAN ELECTRIC POWER		\$ 13.10
10/22/2019	AMERICAN ELECTRIC POWER		\$ 12.88
11/19/2019	AMERICAN ELECTRIC POWER		\$ 12.76
12/20/2019	AMERICAN ELECTRIC POWER		\$ 13.43
<b>Subtotal, Sign Electricity</b>			<b>\$ 178.07</b>

Last year's grass cutting contract=	\$ 5,044.01
Increase by the Consumer Price Index (2.12%)	\$ 106.93

**Subtotal, Grass Cutting** **\$ 5,150.94**

\$ -  
\$ -

**Subtotal, Other Property Maintenance** **\$ -**

\$ 13.56	\$/light/month per bill
\$ 4.63	\$/light/month other charges
\$ 18.19	Actual per-month cost per BP light
	8 # lights
	12 # months
\$ 1,746.50	Cost to provide street lights at BP

**Subtotal, Street Lights** **\$ 1,746.50**

Total **\$ 7,075.51**

#Lots **16**

Per Lot Assessment **\$ 442.22**



Prepared 01/23/2020  
Printed: 01/23/2020



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April 29, 2020

Ms. Sara E. Carter  
Town Manager  
Town of Amherst Industrial Development Authority  
174 S. Main Street, Amherst, VA 24521  
(via email)

**RE: Proposal for Professional Services  
L. Barnes Brockman, Sr. Business and Industrial Park  
Mass Grading Documents  
Draper Aden Associates Proposal No. 20010139**

Dear Sara,

On behalf of Draper Aden Associates, thank you for the opportunity to present our proposal to the Town of Amherst Industrial Development Authority (IDA) to provide mass grading plans and additional due diligence for lots within the L. Barnes Brockman, Sr. Business and Industrial Park (Brockman Park) located in the Town of Amherst, Virginia. This proposal supersedes our proposal dated April 22, 2020.

## **I. PROJECT UNDERSTANDING**

### Mass Grading Plan Development

We understand the IDA wishes to mass grade lots 1 through 4, 7, 8, and 9A, and possibly lots 5 and 6, within Brockman Park (refer to Figure 1) to provide a pad ready site for prospects. To do this, fill material from lots 12, 14, and 16 may be needed to complete the pad site. Therefore, we recommend completing a topographic survey for lots 1 through 4, 7, 8, and 9A; 5 and 6; 12 and 14, and 16; and preliminary geotechnical for lots 12 and 14, and 16 prior to developing the mass grading plans. The mass grading plans will be prepared for permitting and construction purposes.

The following scope of services and fee proposal is provided for the development of mass grading plans for the following project areas within Brockman Park.

1. Lots 1 through 4, 7, 8, and 9A (28.8 acres)
2. Lots 5 and 6 (9.4 acres)
3. Lots 12 and 14 (56.0 acres)
4. Lot 16 (41.2 acres)

Virginia Business Ready Sites Program (VBRSP) Tier Advancement – Additional Due Diligence

Additionally, the IDA may choose to complete the additional required due diligence to advance the VBRSP tier level of portions of or the entire Brockman Park from a 2.5 to a 3 – and then to a tier 4 with the development of the mass grading plans.

To achieve Tier 3 and 4 for the remaining undeveloped parcels, the following due diligence is needed, as required by the current VBRSP program.

1. Preliminary Geotechnical Exploration and Report: Lot 13 only.

Geotechnical services are proposed to be completed for the following lots as part of the mass grading plan development scope.

- a. Lots 12 and 14
- b. Lot 16

A preliminary report for the following lots was previously completed by others.

- a. Lots 1 through 10
- b. Lot 15

2. Boundary Survey: This proposal includes an exterior boundary of the entire Brockman Park.
3. Topographic Survey: Lot 13 only

Survey services are proposed to be completed for the following lots as part of the mass grading plan development scope.

- a. Lots 1 through 4, 7, 8, and 9A
- b. Lots 5 and 6
- c. Lots 12 and 14
- d. Lot 16

A topographic survey for Lot 15 was recently completed through the Lynchburg Regional Business Alliance (LRBA).

4. Phase I Environmental Site Assessment: A phase 1 report for the entire Brockman Park was previously completed by others.
5. Waters of the US Delineation and Determination
  - a. Lots 1 through 9
  - b. Lots 12 and 14
  - c. Lot 13
  - d. Lot 16

A Waters of the US delineation and determination for Lot 15 was recently completed through the LRBA. Field work for the entire park was completed with the Lot 15 work, however, the delineation and determination was not completed.

6. Cultural Resources Review
  - a. Lots 1 through 9
  - b. Lots 12 and 14
  - c. Lot 13
  - d. Lot 16

A cultural resources review for Lot 15 was recently completed through the LRBA.

7. Threatened & Endangered Species Review
  - a. Lots 1 through 9
  - b. Lots 12 and 14
  - c. Lot 13
  - d. Lot 16

A threatened and endangered species review for Lot 15 was recently completed through the LRBA.

8. Master Plan: A master plan for the entire Brockman Park was previously completed by others.

Draper Aden Associates is pleased to present this proposal for your review and approval.

## **II. SCOPE OF SERVICES: MASS GRADING PLAN DEVELOPMENT**

### **A. Topographic Survey**

Draper Aden Associates will complete LiDAR aerial and field-run surveys for lots 1 through 4, 7, 8, and 9A; 5 and 6; 12 and 14, and 16 (*and 13 for VBRSP Tier Advancement only*) within Brockman Park. The survey will include location of readily observable utilities and subsurface utilities marked by Miss Utility. We will not confirm the actual field locations or elevations of subsurface utilities and features that cannot be readily observed and accessed from the ground surface and cannot guarantee the locations of utilities marked by others. Draper Aden Associates will provide the survey on horizontal datum on Virginia State Plane Coordinate System (NAD 83) and vertical datum on NAVD 88, and establish two (2) bench marks for each project area. Upon completion of the LiDAR aerial and field-run surveys, we will compile a base map with 2-foot contour intervals. This base map will be prepared in DWG format for planning and design purposes.

Additionally, we will prepare a compiled boundary survey for each project area. The boundary survey is not suitable for recordation purposes.

Deliverables: We will provide the Town of Amherst IDA with one hard copy and a PDF copy of the topographic survey.



## **B. Preliminary Geotechnical Investigation**

Draper Aden Associates will complete a preliminary geotechnical engineering evaluation for lots 12 and 14 and/or lot 16, to expand on the information prepared by Froehling & Robertson, Inc. for Lots 1 through 10, dated August 2004, and for Lot 15, dated October 2003.

1. Field Exploration: Draper Aden Associates will arrange for a subcontracted ATV- or truck-mounted drill rig to be mobilized to the project site(s). Unless otherwise advised, it is assumed that Draper Aden Associates and our subcontractor(s) have permission to enter the site(s) at any convenient location.

We will select and field locate boring locations to provide representative coverage of the site(s), as outlined below:

- a. Lots 12 and 14: 6 boring locations
- b. Lot 16: 5 borings locations
- c. *Lot 13: 3 borings (VBRSP Tier Advancement Scope)*

The boring locations will be field located in accessible areas of the site(s) using a hand-held global positioning system (GPS) unit. The existing ground surface elevations at the exploration locations will be estimated from Google Earth or other available topographic or survey information.

Draper Aden Associates will observe and log drilling of Standard Penetration Test (SPT) borings to depths of up to 20 feet below existing surface grades or auger refusal, whichever occurs first. Rock coring is not included in the scope of this Proposal. The number of borings at each site will be as outlined below:

- a. Lots 12 and 14: 6 SPT borings to 20 feet each (120 feet total footage)
- b. Lot 16: 5 SPT borings to 20 feet each (100 feet total footage)
- c. *Lot 13: 3 SPT borings to 20 feet each (60 feet total footage) (VBRSP Tier Advancement Scope)*

Groundwater observations will be made upon the completion of drilling. It should be noted that groundwater levels are expected to fluctuate with seasonal variations in precipitation or as a result of development activity, and there is no guarantee that groundwater will never rise above the levels observed during our exploration program.

The borings will be backfilled after final groundwater observations are made with available soil cuttings from the borings, and excess soil cuttings will be mounded over the borehole. It should be noted that some settlement of the borehole backfill may occur over time. This Proposal does not include return visits for maintenance of the borehole locations after completion of our exploration program.

2. Laboratory Testing: We will perform limited laboratory testing on representative soil samples obtained from the exploration program(s) to supplement the field classifications and assess potential geotechnical issues. This testing may include, but is not limited to:

- a. Moisture Content (ASMT D2216)
  - b. Particle Distribution – Sieve Analysis (ASTM D6913)
  - c. Atterberg Limits (ASTM D4318)
  - d. Soil Classification (ASTM D2487)
3. Reporting: For each site selected, prepare a Preliminary Geotechnical Engineering Report which presents the results of our field and laboratory testing, as well as our conclusions and preliminary recommendations regarding the geotechnical implications of the subsurface conditions for site development on the selected lots. Separate reports will be provided for each site selected.

Deliverables: We will provide the Town of Amherst IDA with a PDF of the Preliminary Geotechnical Engineering Report for each project area selected. If requested, one hard copy of the report(s) will also be provided.

### **C. Mass Grading Construction Documents**

1. Kick-off Meeting: Draper Aden Associates will attend one kick-off meeting in Amherst to further understand the goals and objectives.
2. Plans: We will develop and provide mass grading construction documents to the Town of Amherst at 50 and 100 percent completion, and Virginia Department of Environmental Quality (DEQ) at 100 percent completion for review and approval. We anticipate preparing the following plan sheets; please note that some of these items may be on multiple sheets or may be consolidated to a single plan sheet:
  - a. Cover Sheet
  - b. General Notes & Legend
  - c. Erosion & Sediment Control Notes and Legend
  - d. Existing Conditions
  - e. Site Demolition Plans
  - f. Erosion & Sediment Control Plans
  - g. Mass Grading and Stormwater Management Plans
  - h. Storm Sewer Plans & Profiles
  - i. Erosion & Sediment Control Details
  - j. Stormwater Management Details
3. Technical Specifications: Draper Aden Associates will include technical specifications on the plans; separate specifications will not be provided. This proposal assumes the Town of Amherst IDA will prepare all the requisite bid documents, general conditions, and contract documents.
4. Construction Cost Estimate: We will prepare an opinion of probable construction cost for mass grading of each project area at the 50 and 100 percent plan completion.

5. Erosion and Sediment Control (ESC) and Stormwater Management (SWM) Report: A narrative with calculations will be submitted to the Town and DEQ for review and approval. Hydraulic calculations will be finalized to adequately support the sizing of all storm sewer piping, as needed.
6. Registration under the General [VPDES] Permit for Discharges of Stormwater from Construction Activities (General Permit) and Stormwater Pollution Prevention Plan (SWPPP): Draper Aden Associates will prepare a SWPPP and application for coverage under the General Permit. The draft application will be provided to the Town of Amherst IDA for final signatures and submittal to DEQ. The SWPPP is not required to be submitted directly to DEQ, but is to remain on-site throughout construction of the project. Therefore, it will be provided to Town of Amherst IDA to be held until transferred to a selected contractor prior to the start of construction.
7. Meetings: We will attend two meetings in the Town of Amherst, including the kick-off meeting with Town of Amherst IDA and a second plan review meeting with the Town and/or DEQ. We will also participate in coordination conference calls with Town of Amherst IDA.
8. Plan Revisions: Our proposed fee is based on up to two submittals of the permit documents, and includes services to incorporate reasonable and appropriate comments based on Town of Amherst and DEQ review. Any additional services needed for meetings or to revise plans and respond to additional comments, which are not due to Draper Aden Associates' errors or omissions, will be provided on a lump sum negotiated basis in addition to the lump sum fee presented herein prior to commencement of such work.

Deliverables: We will provide Town of Amherst IDA with one hard copy and a PDF copy of the submittals. We will also provide the required number of hard copies of plans and reports for submittal to the Town and DEQ for review and approval.

### **III. SCOPE OF SERVICES: VBRSP TIER ADVANCEMENT – ADDITIONAL DUE DILIGENCE**

#### **D. Topographic Survey – Lot 13**

See Section A, above, for description.

#### **E. Preliminary Geotechnical Report – Lot 13**

See Section B, above, for description.

#### **F. Boundary Survey**

Draper Aden Associates will provide to provide an exterior boundary survey and prepare a certified boundary plat for approximately 240 acres encompassing Lots 1 -16 as shown on a Draper Aden Associates plat entitled "Compiled Subdivision Plat Of: L. Barnes Brockman Business Park", dated

5/25/2000 and last revised 8/22/2000. Our services include field and office support, including necessary courthouse research.

*Deliverables:* We will provide a PDF of the boundary survey.

#### **G. Waters of the US Delineation and Determination**

1. Waters of the U.S. Delineation: Draper Aden Associates previously completed the field delineation of the boundaries of Waters of the U.S. features, for the authorized sites. Subconsultant services may be used where required to complete the delineation and determination tasks.

Delineation will be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (1987 edition) and subsequent regional supplements (Eastern Mountains and Piedmont Region, USACE 2012). The delineated boundaries will be denoted by field flagging and recorded using a sub-meter, mapping grade GPS instrument. Appropriate documentation of existing conditions will be completed during the fieldwork including, at a minimum, documentation of at least two field data stations (pertaining to wetlands and uplands) and one cross-section (pertaining to streams only). The locations of field data stations will be denoted by field flagging and recorded using a sub-meter, mapping grade GPS instrument. Field data associated with drainages will be evaluated to determine the Ordinary High-Water Mark (OHWM) and other jurisdictional indicators such as channel characterization and average discharge if flow is present at the time of the delineation effort. A land survey of the delineated boundaries is not a part of this scope of work. Wetland and stream boundaries recorded on the mapping grade GPS meter instrument will be used to map the wetlands and streams on a client provided base map or an electronic aerial map/photo procured from a publicly available source.

2. Preliminary Jurisdictional Determination: We will complete a preliminary jurisdictional determination (PJD) application package and coordinate with the USACE to confirm the delineation of the identified Waters of the U.S. Our fee also includes completion of USACE pre-application form (USACE-required form for site access), coordinate and complete one site visit with USACE to confirm the delineated boundaries, reasonable revisions and finalization of the PJD.

*Deliverables:* Delineated boundaries of the Waters of the U.S. will be presented on a site map prepared in AutoCAD. PJD application package will be prepared and submitted for Client review and with their approval submitted to USACE for confirmation of delineated boundaries. Receipt of preliminary jurisdictional determinations, are subject to regulatory agency timeframes and schedules.

#### **H. Cultural Resources Review**

Draper Aden Associates will complete a preliminary archeological and architectural review for the sites requiring the study for the authorized sites. The proposed level of evaluation is commensurate with the typical level of evaluation required, under the Virginia DEQ administered Environmental

Impact Review (EIR) process for certain types of State projects and/or similar level of evaluation as required under the federal National Environmental Policy Act (NEPA) Environmental Assessment (EA) process under the assumption that the site is likely to receive a Finding of No Significant Impact.

Draper Aden Associates will perform a review of Virginia Department of Historic Resources (DHR) archives and resources database through the DHR VCRIS (Virginia Cultural Resource Information System), identify documented historic resources on and near the project site (0.5-mile radius is currently assumed), and present that information on a site map. Historical use information, if available from previously completed or new Phase I Environmental Site Assessments (ESAs), will also be reviewed as it relates to historical site uses that might be pertinent to a DHR project review. We will also perform a site reconnaissance for the potential presence of undocumented historic resources (e.g., family cemetery plots). Additional reconnaissance for historic resources within the vicinity of the subject parcel (0.5-mile radius is currently assumed) will also be conducted (windshield survey).

Draper Aden Associates will contact DHR and request a review of the project site and potential effect, if any, to historic resources from future site development as part of their Technical Assistance process. Site-specific surveys including archeological survey, if recommended by DHR, is unknown at this time and is therefore beyond the scope of this task. This task does not constitute a formal project review or coordination with regulatory agencies as may be required for state or federal funding in the future, but will be used to identify potential resources that may affect project planning and site development.

*Deliverables and Schedule:* Draper Aden Associates will complete the preliminary archeological and architectural review work within 60 to 90 days of your notice to proceed. Within the first 30 days, we will also complete and submit the DHR project review request. DHR response is typically received within 30 days of their receipt of a request, pending their staff and resource availability. Within 2 weeks of receipt of DHR response we will summarize the results of the above evaluation in a brief summary report with associated maps, and any recommendations for site development and additional evaluations, if any required.

#### **I. Threatened & Endangered Species Review**

Draper Aden Associates will complete a preliminary/screening level Threatened & Endangered (T&E) species review for the authorized sites. Virginia DEQ administered EIRs and the federal NEPA EA process generally require a review for the potential presence of state and federally threatened and endangered species that could be affected by site development. The potential for threatened and endangered species could warrant future site-specific species survey (to confirm or disconfirm the actual presence of a species) or may require development to adhere to certain project restrictions, such as time of year restrictions for tree clearing. We will perform a preliminary review for potential threatened and endangered species. This includes a review of publicly accessible databases through the Virginia Department of Conservation and Recreation (VDCR), the Virginia Department of Game and Inland Fisheries (VDGIF), and the US Fish and Wildlife Service (USFWS) for potential presence of state or federally threatened and endangered plant and animal species in the area. Since the

databases available provide a list of species within a larger area beyond the subject property (i.e., minimum 2-mile radius to county wide) a review of species habitat (as published or observed during cultural resources or wetland reconnaissance) will be incorporated into the research in an effort to eliminate potential presence of species without a site-specific species survey.

*Deliverables:* Information will be compiled into a summary table of species identified. This task excludes coordination with or project review by regulatory agencies that may be required for state or federal funding or wetland permitting in the future.

**J. VBRSP Site Characterization Letter**

Following completion of the above services, Draper Aden Associates will prepare a site characterization letter for portions of and/or the entire Brockman Park indicating the tier level achieved, and will forward it to the Town for submittal to VEDP.

**IV. SCHEDULE**

During our kick-off meeting, we will determine a mutually acceptable milestone and deliverables schedule.

Commencement of field services is subject to drilling contractor availability. We expect to be able to mobilize for the explorations within two weeks following your written notice to proceed. We anticipate that the test borings at Lots 12 and 14 will likely require one to two days to complete while the test borings at Lot 16 will likely require one day to complete. We anticipate the laboratory testing will be completed within two weeks of the completion of field services, and our geotechnical reports will be completed within two weeks following completion of laboratory services. ***It should be emphasized that this schedule is an estimate, and it is based on utility clearance schedule, drill rig availability, normal workloads, and appropriate weather conditions. In addition, the ongoing COVID-19 pandemic and associated government directives may impact the schedule for this work, particularly the field and laboratory components.***

**V. FEES AND CONTRACT TERMS**

Draper Aden Associates proposes to provide the basic services and related in-house reimbursables, as presented in our Scope of Services for a lump sum basis as shown below. For these tasks, we will invoice monthly based on the percentage complete of each task. All services will be provided in accordance with the attached Standard Terms and Conditions.

Mass Grading Plan Development

A. Topographic Survey

1. Lots 1 through 4, 7, 8, and 9A .....	\$ 10,500
2. Lots 5 and 6 .....	\$ 3,500
3. Lots 12 and 14 .....	\$ 20,500
4. Lot 16 .....	\$ 17,000
5. Compiled Boundary (cost per project area) .....	\$ 2,500

B. Preliminary Geotechnical Investigation	
1. Lots 12 and 14 .....	\$ 7,600
2. Lot 16 .....	\$ 6,500
C. Mass Grading Construction Documents (all lots concurrently) .....	\$ 44,800
<u>Fee if Project Areas are authorized separately</u>	
1. Lots 1 through 4, 7, 8, and 9A .....	\$ 11,700
2. Lots 5 and 6 .....	\$ 4,900
3. Lots 12 and 14 .....	\$ 23,100
4. Lot 16 .....	\$ 16,800

VBRSP Tier Advancement – Additional Due Diligence

D. Topographic Survey – Lot 13 .....	\$ 8,800
E. Preliminary Geotechnical Report – Lot 13 .....	\$ 4,900
F. Boundary Survey .....	\$ 16,000
G. Waters of the US Delineation and Determination	
a. Lots 1 through 9 .....	\$ 5,000
b. Lots 12 and 14 .....	\$ 5,000
c. Lot 13 .....	\$ 4,000
d. Lot 16 .....	\$ 5,000
e. Entire Brockman Park (excluding Lot 15).....	\$ 8,000
H. Cultural Resources Review	
a. Lots 1 through 9 .....	\$ 2,700
b. Lots 12 and 14 .....	\$ 2,700
c. Lot 13 .....	\$ 2,700
d. Lot 16 .....	\$ 2,700
e. Entire Brockman Park (excluding Lot 15).....	\$ 3,800
I. Threatened & Endangered Species Review	
a. Lots 1 through 9 .....	\$ 2,700
b. Lots 12 and 14 .....	\$ 2,700
c. Lot 13 .....	\$ 2,700
d. Lot 16 .....	\$ 2,700
e. Entire Brockman Park (excluding Lot 15).....	\$ 3,800
J. VBRSP Site Characterization Letter .....	\$ 0

**VI. ASSUMPTIONS / LIMITATIONS**

- A.** If the scope of the project is revised by any party after acceptance of this proposal, we reserve the right to re-negotiate our schedule and fee accordingly.
- B.** This proposal assumes the topographic survey and preliminary geotechnical investigation will be completed for each area concurrently. We will require additional services, if each project area is authorized separately. We will obtain your approval of such additional fees, as requested, prior to commencing our services.
- C.** All electronic information, data, and documents provided to us from any party will be in a format suitable for direct use by Draper Aden Associates and will not require any significant reformatting or conversion.

- D.** Submittal, permit, review, and/or bond fees are not included in our fee estimate noted above. Others will be responsible for paying such items directly, if required.
- E.** Design of improvements above and beyond the state minimum requirements for erosion and sediment control and stormwater management are excluded from this proposal.
- F.** Any additional out-of-town travel or meetings authorized by your office will be invoiced on a time and materials basis in addition to the fee presented herein.
- G.** Analysis and/or design of off-site utility, stormwater management, and other improvements are not included in this scope of services.

#### Preliminary Geotechnical Investigation

- H.** The borings will be field-located using a hand-held Global Positioning System (GPS) unit, and the existing ground surface elevations at the exploration locations will be estimated from Google Earth or other available topographic or survey information. If greater accuracy is required, a professional, instrumented survey or boring stakeout can be performed as an additional service.
- I.** Private utility location will not be required or will be provided by others.
- J.** The client will notify Draper Aden Associates of any private utilities within the site. Neither Draper Aden Associates nor our subcontractor(s) will be responsible for damage to property or utilities based on inaccurate information provided by others.
- K.** The site(s) can be accessed with a truck- or ATV-mounted drill rig during normal business hours. Work performed outside of normal business hours may result in additional charges from our drilling subcontractor.
- L.** Requests for revisions to our final report more than 30-days following issuance will be considered as changes in our scope of work and may be subject to additional fee agreements.
- M.** Borings will be backfilled with the excavated soils generated from the borings. In grassy areas, the excess spoils will be mounded over the excavations. Site restoration will be limited to backfilling the boreholes once. The client must communicate areas that must not be disturbed in advance of field operations.

### **VII. SUPPLEMENTAL SERVICES**

If necessary or requested, we can provide the following supplemental services in addition to those outlined above, including, but not limited to, the following:

- ❖ Presentation graphics and/or attendance or presentations at meetings, beyond what is included above.
- ❖ Additional topographic, boundary, easement, or right-of-way and utility surveys, beyond what is included above, and preparation of easement plats.
- ❖ Subsurface utility engineering using the Vacuum Excavation Truck.
- ❖ Structural design, including retaining walls over 3 feet in height.
- ❖ Environmental and/or geotechnical services, beyond what is included above.
- ❖ Traffic studies.
- ❖ Capacity analysis of existing utility systems.
- ❖ Analysis of or design of upgrades, extensions, or relocations to existing off-site utilities or off-site road improvements.
- ❖ Bidding and/or construction phase services.



- ❖ Inspection services, construction quality assurance/quality control, special inspections, materials testing, field survey and stake out, etc.

Preliminary Geotechnical Investigation

- ❖ Professional, instrumented boring stakeout or survey.
- ❖ Private utility location or subsurface utility engineering services.
- ❖ Clearing to access the boring locations.
- ❖ Additional explorations/depths beyond the scope outlined above.
- ❖ Collection of rock cores or Shelby tubes.
- ❖ Site restoration beyond backfilling the boreholes once.
- ❖ Geophysical or seismic site characterization.
- ❖ Design-phase geotechnical exploration and report preparation.

Our current scope does not include items unless specifically described herein. Any additional services requested can be undertaken on a time and material basis or negotiated lump sum fee based on your requirements in addition to the fees outlined herein. If any additional services should become necessary or desirable, a Request for Additional Services will be submitted.

On behalf of Draper Aden Associates, thank you for the opportunity to provide our proposal for engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records. Please note that it is the policy of Draper Aden Associates that no deliverables or other products of service will be submitted without a formal agreement between parties or written authorization acknowledging the scope of work and fees associated with the proposed work. We appreciate your efforts toward this end.

We look forward to presenting this project to the Town of Amherst IDA in the near future, and to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

**Draper Aden Associates**



Carolyn A. Howard, P.E.  
Associate / Regional Manager  
Site Development & Infrastructure



W. Charles Kreye II, P.E.  
Vice President / Managing Principal  
Site Development & Infrastructure

Attachment: Standard Terms and Conditions

- cc: Ms. Deborah K. Flippo, Economic Development Program Manager  
Mr. Loren "Hoppy" Knighting, LS, Survey Team Leader  
Mr. F. Douglas Pinckney, PE, Senior Project Engineer, Geotechnical Services  
Mr. Sri Nathella, PE, Principal/Vice President, Environmental Program Manager

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**AUTHORIZATION TO PROCEED**  
**Proposal for Professional Services**  
**L. Barnes Brockman, Sr. Business and Industrial Park**  
**Mass Grading Documents**  
**Draper Aden Associates Proposal No. 17010573-04P**

I/We agree and accept Draper Aden Associates' proposal to provide the above described services for the tasks initialed below. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that Draper Aden Associates will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Mass Grading Plan Development

A. Topographic Survey

- 1. Lots 1 through 4, 7, 8, and 9A \_\_\_\_\_
- 2. Lots 5 and 6 \_\_\_\_\_
- 3. Lots 12 and 14 \_\_\_\_\_
- 4. Lot 16 \_\_\_\_\_
- 5. Compiled Boundary (cost per project area) \_\_\_\_\_

B. Preliminary Geotechnical Investigation

- 1. Lots 12 and 14 \_\_\_\_\_
- 2. Lot 16 \_\_\_\_\_

C. Mass Grading Construction Documents (all Lots concurrently) \_\_\_\_\_

Project Areas, if authorized separately

- 1. Lots 1 through 4, 7, 8, and 9A \_\_\_\_\_
- 2. Lots 5 and 6 \_\_\_\_\_
- 3. Lots 12 and 14 \_\_\_\_\_
- 4. Lot 16 \_\_\_\_\_

VBRSP Tier Advancement – Additional Due Diligence

- D. Topographic Survey – Lot 13 \_\_\_\_\_
- E. Preliminary Geotechnical Report – Lot 13 \_\_\_\_\_
- F. Boundary Survey \_\_\_\_\_
- G. Waters of the US Delineation and Determination
  - a. Lots 1 through 9 \_\_\_\_\_
  - b. Lots 12 and 14 \_\_\_\_\_
  - c. Lot 13 \_\_\_\_\_
  - d. Lot 16 \_\_\_\_\_
  - e. Entire Brockman Park (excluding Lot 15) \_\_\_\_\_
- H. Cultural Resources Review
  - a. Lots 1 through 9 \_\_\_\_\_
  - b. Lots 12 and 14 \_\_\_\_\_
  - c. Lot 13 \_\_\_\_\_
  - d. Lot 16 \_\_\_\_\_
  - e. Entire Brockman Park (excluding Lot 15) \_\_\_\_\_
- I. Threatened & Endangered Species Review
  - a. Lots 1 through 9 \_\_\_\_\_
  - b. Lots 12 and 14 \_\_\_\_\_
  - c. Lot 13 \_\_\_\_\_
  - d. Lot 16 \_\_\_\_\_
  - e. Entire Brockman Park (excluding Lot 15) \_\_\_\_\_
- J. VBRSP Site Characterization Letter \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## STANDARD TERMS AND CONDITIONS

The Client and Draper Aden Associates (DAA) agree that the following provisions shall be incorporated into this agreement:

### A. SERVICES OF ENGINEER

1. The standard of care for all professional engineering and related services performed or furnished by DAA under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. DAA makes no warranties, express or implied, under this Agreement in connection with DAA's services.
2. For specific project requirements, reference Scope of Services attached.

### B. CLIENT'S RESPONSIBILITIES

1. Provide DAA with all criteria and full information as to the Client's requirements for the Project.
2. Furnish to DAA all available information pertinent to the project upon which DAA can explicitly rely.
3. Provide written approvals of work completed.
4. Designate project representative capable of making binding decisions.
5. Pay all permitting fees.
6. Clearly identify role of the Client during bidding and construction phases.

### C. TERMS OF PAYMENT

1. Fees and all other charges will be billed at least monthly as the work progresses, and the net amount shall be due upon receipt.
2. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Client agrees to pay such finance charges.
3. The client shall reimburse DAA for all expenses necessary for performing the professional services outlined within the proposal, plus fifteen percent (15%). Such expenses would include, but are not limited to, subdivision fees, assessment fees, and fees for governmental checking and inspection, soils engineering, soils testing, aerial topography, permits, bond premiums, title company charges, blueprints and reproduction, travel expenses, meals and lodging, long distance phone calls, photographic services, shipping/courier expenses, extra insurance coverage specifically requested by the Client, subcontractor services, and all other charges not specifically covered by the terms of this agreement.
4. In the event all or any portion of the work prepared or partially prepared by DAA is suspended, abandoned, or terminated, the client shall pay DAA for the work performed on an hourly basis or percent complete (if lump sum), not to exceed any maximum contract amount specified herein.
5. In the event of any litigation, client agrees to pay to DAA interest on all past due balances at the rate of 18 percent per annum.

6. In the event that the plans, specifications, and/or field work covered by this contract are reviewed and subject to approval by various governmental agencies; and, in the event that, due to change of policy and/or unwritten policies and/or design changes requested by said governmental agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by client as extra work.
7. In the event the client fails to pay DAA promptly or within thirty (30) days after invoices are rendered, then client agrees that DAA shall have the right to consider said default a total breach of the Agreement and the duties of DAA under this Agreement terminated. In such event, Client shall then promptly pay DAA for all of the fees, charges and services performed by DAA on an agreed hourly basis. Also, in such event, Client agrees to indemnify and hold harmless DAA from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by DAA, or claims against DAA related to work stoppage.
8. DAA has the right to withhold from the Client any work prepared under this Agreement until all delinquent invoices are paid in full.
9. In the event of a disputed invoice, only that portion so disputed may be withheld from payment.

### D. TIME OF COMPLETION

1. DAA's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

### E. USE OF DOCUMENTS (Hard Copies and Electronic Transmittals)

1. All documents for this project are instruments of service and shall remain the property of DAA (including the right of reuse at the discretion of the Engineer) whether or not the project is completed and except where by law or precedent these documents become public property
2. Any reuse or modification of any documents (whether hard copies or electronic transmittals) prepared by DAA without written verification or adaptation by DAA will be at the sole risk of the individual or entity utilizing said documents and such use is without the authorization of DAA. DAA shall have no legal liability resulting from any and all claims, damages, losses, and expenses, including attorney's fees arising out of the unauthorized reuse or modification of these documents. Client shall indemnify DAA from any claims arising out of unauthorized use or modification of the documents whether hard copy or electronic.
3. Copies of documents that may be relied on by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DAA. Electronic transmittals of any type are for convenience of the Client. Any conclusion or information obtained or derived from such electronic transmittals will be at the Client's sole risk. If there is a discrepancy between the electronic transmittals and the hard copies, the hard copies govern
4. When transferring documents in electronic format, DAA makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by DAA. Transferring electronic documents does not transfer any license for use of the underlying software.

5. DAA makes no representations as to the durability of the electronic information or the medium in or on which it was transferred. DAA shall not be responsible to maintain documents in electronic format after the project is terminated whether completed or not.

#### **F. OPINION OF COST**

1. DAA's opinions of probable cost provided under this Agreement are made on the basis of DAA's experience and qualifications and represent DAA's best judgement as an experienced and qualified professional generally familiar with the industry. However, since DAA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices or over competitive bidding or market conditions, DAA cannot and does not guarantee that proposals, bids or actual costs will not vary from their opinions and the Client agrees to hold DAA harmless relative to deviations between the opinion of cost and actual, final costs.

#### **G. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES**

1. Client acknowledges that it is customary for DAA, which is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents, to be employed to provide professional services during the Bidding and Construction Phases of the project. Such services are provided (a) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (b) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and Contractor(s), (c) in connection with approval of shop drawings and sample submittals, and (d) as a result of and in response to DAA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation.
2. Client agrees that if DAA is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, DAA will not be responsible for, and Client shall indemnify and hold DAA harmless from, all claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Client or others.
3. Nothing contained in this paragraph shall be construed to release Engineer from its responsibilities for performance in accordance with the professional standards that DAA has undertaken or assumed under this Agreement.

#### **H. SUBSURFACE CONDITIONS AND DESIGN**

1. The actual conditions and characteristics encountered in soils, groundwater, bedrock, weathered rock, colluvium, karst terrain, and other subsurface investigations may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated subsurface conditions may occur that could affect total project costs and / or execution. Additional activities and expenses related to changed subsurface conditions are not the responsibility of the ENGINEER unless they are a result of the ENGINEER'S failure to exercise the standard of care set forth herein. Design shall reflect those subsurface conditions reasonably anticipated from data obtained from the subsurface investigations performed for this project.

#### **I. ALLOCATION OF RISKS**

1. DAA's liability, hereunder, shall be limited to amounts due DAA for services actually rendered, or reimbursable expenses actually incurred. In case of termination, DAA will not be liable for lost profits or other direct or indirect damages.

#### **J. DISPUTE RESOLUTION**

1. The Client and DAA agree to negotiate all disputes between them in good faith for a period of 30 days from the date of written notice of a potential dispute prior to exercising their rights under law.
2. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid by the Client.
3. In the event that Client institutes legal action against DAA because of an alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered in favor of DAA, Client agrees to pay DAA any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needed, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of DAA.
4. If court of competent jurisdiction finds in favor of the client, DAA's liability shall in no case exceed the compensation paid or payable to DAA under this contract.
5. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the Commonwealth of Virginia.

#### **K. SUCCESSORS, ASSIGNS, BENEFICIARIES**

1. The Client and DAA each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the Client and DAA are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns of such other party), in respect of all covenants, agreements and obligations of this Agreement.
2. Neither the Client nor DAA shall assign his interest in this agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
4. Services provided within this agreement are for the exclusive use of the Client.
5. There are no understandings or agreements except as herein expressly stated.
6. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien rights, which DAA may have for the performance of services under this agreement.
7. One or more waivers of any term, condition or covenant by DAA shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant

8. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.

**L. OTHER CONDITIONS**

1. In the event that any staking is destroyed by an act of God or parties other than DAA, the cost of restaking shall be paid for by client as extra work.
2. DAA makes no warranty to the title to property surveyed nor does DAA assume any liability for errors or for information not provided DAA, which would normally be disclosed in a title search by an attorney.
3. DAA does not guarantee the completion or quality of performance of contract or the completion or quality of performances of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts, omissions, or construction methods.
4. This Agreement is valid for 90 days from the date of the Agreement. Should DAA choose to cancel the Agreement, it is DAA's right to do so prior to the expiration date. The Agreement signed by DAA and the Client in conjunction with any attachments will serve as the entire Agreement between the parties. If verbal authorization to begin work is given DAA, then all the conditions and terms of the Agreement are construed as acceptable to the Client whether or not the Agreement is signed and returned by the Client to DAA.