

# County of Dinwiddie Board of Supervisors

## MINUTES

**Special Meeting – November 1, 2016, 4:09 PM**  
Board Meeting Room, Pamplin Administration Building  
14016 Boydton Plank Road, Dinwiddie, Virginia

Supervisors Present:

Brenda Ebron-Bonner, *Chair* Election District 5  
Harrison A. Moody, *Vice Chair* Election District 1  
Dr. Mark E. Moore Election District 2  
William D. Chavis Election District 3  
Daniel D. Lee Election District 4

Administration Present:

W. Kevin Massengill, *County Administrator*  
Anne Howerton, *Deputy County Administrator,*  
*Finance and General Services*  
Tyler Southall, *County Attorney*

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### 1. ROLL CALL

### 2. AMENDMENTS TO AGENDA

*Upon motion of Mr. Lee, seconded by Mr. Moody,*

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the agenda was adopted as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner  
NAYS: None

### 3. ACTION ITEMS:

#### A. **CONTRACT AWARD: RAGSDALE COMMUNITY CENTER FURNITURE**

J. Rayfield Vines, Assistant Director, Parks, Recreation and Tourism, presented the following for Board approval.

#### MEMORANDUM

**DATE:** October 28, 2016  
**TO:** Dinwiddie County Board of Supervisors  
**FROM:** J. Rayfield Vines, III  
**CC:** W. Kevin Massengill, County Administrator  
Tammie Collins, Deputy County Administrator  
Tyler Southall, County Attorney  
Stephaine Wray, Executive Assistant to the County Administrator  
**SUBJECT:** Approval of the Furniture Contract with JMJ Corporation – Ragsdale Community Center

#### BACKGROUND

The Dinwiddie County FY2016 Capital Improvements Plan (CIP) provided the final installment of funding for the development of the Robert and Betty Ragsdale Community Center project in McKenney, Virginia. Included in the CIP funding is \$133,621.50 for Furniture, Fixtures and Equipment, of which \$78,840.00 is specifically for Furniture and Fixtures.

#### REQUESTED ACTION

Staff is asking for the approval of the following resolution.

#### RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize and direct the County Administrator to execute the necessary documents to award a contract to JMJ Corporation for \$61,637.79 with any changes, substantive or otherwise as may be approved by the County Administrator.

*Upon motion of Mr. Lee, seconded by Mr. Moody, the contract was approved as presented.*

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner  
NAYS: None

#### B. **COMPREHENSIVE AGREEMENT: DESIGN AND CONSTRUCTION OF NEW GOVERNMENT FACILITIES**

W. Kevin Massengill, County Administrator, presented the following to the Board for their approval.

**RESOLUTION**

**WHEREAS**, the Dinwiddie County Board of Supervisors issued Request for Proposals 16-0201716 requesting proposals under the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) for the design and construction of a new county administration building and public safety building and the renovation of the current public safety building and the Pamplin building; and

**WHEREAS**, the County received three proposals, and after interviewing the three teams determined to negotiate a Comprehensive Agreement with AHP Construction, LLC (Armada Hoffer); and

**WHEREAS**, as required by the PPEA, the Board of Supervisors held a public hearing to receive citizens comment on the proposals; and

**WHEREAS**, the County has posted a copy of the proposed Comprehensive Agreement on the County's website, and the administration recommends awarding the contract to AHP Construction, LLC.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County authorizes the award of the contract for the construction of the new administration building and public safety building, and the renovation of the current public safety building and the Pamplin Building to AHP Construction, Inc. in the amount of \$24,042,367.00 and authorizes the County Administrator to execute the Comprehensive Agreement on behalf of the County in a form approved by counsel retained by the County for this project.

*Upon motion of Mr. Chavis, seconded by Mr. Moody, the resolution was approved as presented.*

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner  
 NAYS: None

**C. VRA 2016 BOND REQUISITION #5**

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following to the Board for their approval.

**BACKGROUND**

VRA 2016B Requisition #5 is ready for submission to US Bank for payment to AHP Construction, LLC for schematic design; DJG Inc. for A&E consulting services and Hefty Wiley & Gore PC for legal services on the government complex project. The requisition and invoices are attached for review.

**REQUESTED ACTION**

We are asking for approval of the following resolution.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize payment of VRA 2016B Requisition # 5 to the various vendors for \$494,635.36.

SCHEDULE 1  
Form to Accompany Requisition

Requisition #: 5  
 Recipient: Dinwiddie County - VPPF Series 2016B  
 Local Representative: Anne R Howerton  
 Title: Deputy County Administrator  
 Date: 1-Nov-16

Cost Category	Total Project Costs	Previous Disbursements	Disbursement This Period	Disbursements to Date	Remaining Balance
Construction	\$ 25,000,000.00	271,823.86	494,635.36	766,459.22	24,233,540.78
Local Costs of Issuance	130,000.00	129,784.80		129,784.80	215.20
Contingency / Additional Proceeds	415.52	-	-	-	415.52
<b>TOTALS</b>	<b>\$ 25,130,415.52</b>	<b>\$ 401,608.66</b>	<b>\$ 494,635.36</b>	<b>\$ 896,244.02</b>	<b>\$ 24,234,171.50</b>

**Detail Summary**

**Locality:** DINWIDDIE COUNTY VA  
**Bond Series:** VRA 2016B  
**Requisition #:** 5

Vendor	Invoice #	Amount
AHP CONSTRUCTION LLC	#1	\$ 488,944.86
DJG INC	1705048	\$ 3,190.50
HEFTY WILEY & GORE PC	8295	\$ 2,500.00
<b>TOTAL</b>		<b>\$ 494,635.36</b>

Upon motion of Dr. Moore, seconded by Mr. Lee, the requisition was approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner  
NAYS: None

**D. CONTRACT AWARD: CONSTRUCTION MANAGER**

W. Kevin Massengill presented the following for Board approval.

**BACKGROUND**

As the Government Facilities project progresses, one of the next steps is to contract with a firm to provide construction manager services to oversee the daily construction activities for Administration for the duration of the project. The Clerk of the Works will represent the County's interests on-site and will primarily monitor workmanship and compliance with the construction contract documents. Funding for these services will come from the VRA 2016B bond proceeds.

**CONTRACT NEGOTIATIONS**

We released an RFP for construction manager services on August 19, 2016, and ten vendors responded to the RFP on September 2, 2016. The proposals were evaluated based on the criteria set out in the RFP, and four firms were interviewed with Davidson Brown Inc. selected as providing the best solution. This company has been involved with a number of governmental construction projects, and is located in Yorktown, VA. Further details on this procurement can be found on the County website at [www.dinwiddieva.us](http://www.dinwiddieva.us), under the Purchasing tab.

**REQUESTED ACTION**

We are requesting approval of the following resolution.

**RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the necessary documents to award a contract for construction manager services to Davidson Brown Inc. for an amount not to exceed \$300,792.

**CONTRACT**

**DINWIDDIE COUNTY**  
**CONSTRUCTION MANAGER**  
**NEW GOVERNMENT FACILITIES PROJECT**

The Agreement is made this 1<sup>st</sup> day of November 2016, by and between **Davidson Brown, Inc.**, of 100 Loblolly Drive, Yorktown, VA 23692 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide construction manager services for the County's new Government Facilities Project; and

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

**WHEREAS**, Contractor was selected as having the best proposal; and

**WHEREAS**, County has selected Contractor to provide construction manager services, according to the specifications in the Request for Proposals;

**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 following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 16-081916 including any addenda, (3) Contractor's Revised Cost Proposal dated October 27, 2016 and (4) Contractor's proposal dated September 1, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to begin work upon execution of this contract with services extended through final close out of construction.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than THREE HUNDRED THOUSAND SEVEN HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$300,792.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:  
W. Kevin Massengill  
County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500  
accounting@dinwiddieva.us

Notice to Contractor shall be made to:  
Nigel Brown  
Davidson Brown, Inc.  
100 Loblolly Drive  
Yorktown, VA 23692  
(757) 369-8403  
nigel@davidsonbrown.pro

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Davidson Brown, Inc.

By: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
William Hefty, Legal Counsel

*Upon motion of Mr. Moody, seconded by Mr. Lee, the contract was approved as presented.*

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner  
NAYS: None

Mr. Lee asked Mr. Massengill for a brief timeline of the project.

Mr. Massengill stated that the site work should begin in March of 2017. The estimated completion date for the Public Safety building is summer of 2018, the IT building renovation is October of 2018, Administration and Human Services building is December of 2018, and the Pamplin renovation is May of 2019.

#### 4. **ADJOURNMENT**

*Upon motion of Dr. Moore, seconded by Mr. Chavis, the meeting was adjourned at 4:30 PM.*

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner  
NAYS: None

\_\_\_\_\_  
Brenda Ebron-Bonner  
Chair

ATTEST: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator  
Clerk to the Board

/sbw