

Memorandum

Date: August 12, 2011

To: Mayor and City Council

Subject: Agenda Briefing - Special City Council
Meeting - *Tuesday, August 16, 2011*



Following is a brief review and description of the various business items listed upon the agenda and set for discussion at the next regular meeting of City Council:

3. Work Session/General Discussion:

- A.** This item is for a broadly-based discussion of the proposed Municipal Solid Waste Collection Services Request for Proposals (RFP) that the city will be proceeding with in the near future to secure such services beyond the current contract, which expires next July.

This discussion will include a presentation by representatives of the Central Virginia Waste Management Authority (CVWMA) who serves as the city's agent in the management of such services.

The staff has worked with CVWMA to develop a RFP that we believe properly reflects Council's desires for collection services. However, there are a variety of important policy issues that we seek Council's guidance on regarding goals and expectations for such services.

It is important to note that our intent with this RFP is to clearly define the process and selection criteria up-front, and essentially "let the chips fall where they may" thereafter. Meaning, once the process designates the "best" service-provider, Council will have little discretion in awarding a contract. At that point, if Council, for whatever reason, does not agree with that decision, then our only recourse will be to completely start the RFP process all over again. As such, it is very important that Council as a whole provide clear direction as to its goals, desires, and expectations as it relates to these services for inclusion in the RFP.

A copy of the proposed RFP document is included in the meeting packet. While we would encourage you to review the entire RFP, we have highlighted what we believe to be the most pertinent sections for the Council to consider and provide direction on at our meeting.

- B.** This item is for a detailed presentation and discussion of the Appomattox River Corridor Development Plan (ARCDP), the land use and planning analysis of the commercially-zoned corridor adjacent primarily to Dimmock Parkway that includes Roslyn Landing Park and adjacent city-owned land that has been available for sale and commercial development.

This discussion will include a formal presentation of the plan by the city's consultant on this project, Land Planning & Design Associates. In addition, the staff will be making a presentation of its own analysis and recommendations for moving forward within initial implementation of the plan and development of the city's property.

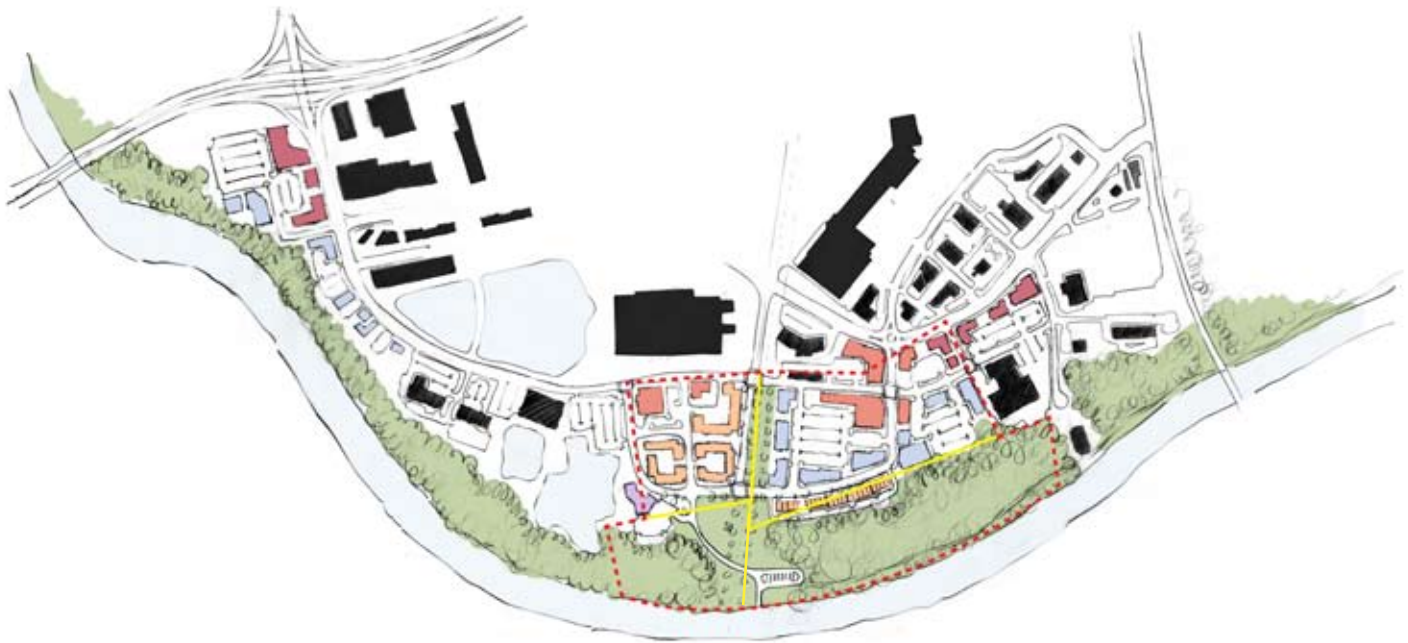
Please feel free to contact me anytime prior to Tuesday's meeting if you have any questions or require additional information relative to any item on the agenda; or if you need an update on any item not listed on the agenda.

Thomas L. Mattis
City Manager



CITY OF COLONIAL HEIGHTS APPOMATTOX RIVER CORRIDOR DEVELOPMENT PLAN

FINAL REPORT
August 5, 2011



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Table of Contents:

Section 1: Introduction

Methodology

Section 2: Site Analysis

Constraints Mapping

Parcel 1

Parcel 2

Parcel 3

Roslyn Landing Park

Retail and Residential Market Analysis

Stakeholder Input

Stakeholders included

Stakeholders comments

Section 3: Land Planning

Land Use Diagrams

Development Concepts

Section 4: Analysis & Planning Conclusions

Land Development Costs

Publicly Funded Infrastructure and ancillary costs

Land Values

Section 5: Implementation

Organizing the Process

Immediate Next Steps: Parcel 1, Parcel 2, Parcel 3

Addressing Privately Owned Property

Initial Development Goals

Addressing Sales Leakage

Appendices

Development Concepts 11x17 Enlargements

Clue Group Report - *Appomattox River corridor mixed-use development site*

Clue Group Report - *Appomattox River corridor mixed-use development site: SUPPLEMENT*

City of Colonial Heights Environmental Status Summary

Froehling and Robertson, Inc. Geotechnical Memorandum

Section 1: Introduction

The Appomattox River Corridor study area is situated between the Appomattox River floodway channel to the south and east, Temple Avenue to the North, Interstate 95 to the southwest and East Roslyn Road and Charles H. Dimmock Parkway to the west (see figure 1). The study area is approximately 175 acres in size.

The land is composed of a mix of privately- owned and City-owned land. The Army Corps of Engineers owns the flood channel and adjacent property. Various other uses and easements exist within the parcel including a large gas line easement and communication towers. The City monitors several closed landfill cells in the area and several permitted and mitigated landfill areas exist in the area.

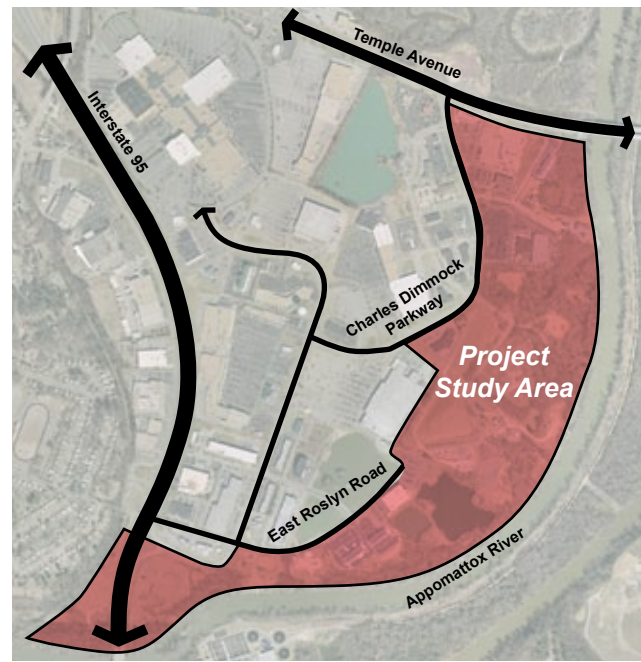


Figure 1: Project Location

Land Planning and Design Associates, Inc. (LPDA) was hired to develop an abbreviated market and planning study for the property. The planning team included LPDA, The Clue Group, VHB, and The Hine Group. The team included economists, land planners, environmental scientists and private developers. The project was funded by a planning grant of \$10,000 from the Virginia Housing Development Authority (VHDA). The grant allowed for a cursory study of market conditions, environmental constraints, land use suggestions and implementation strategies. The resulting data and recommendations are by no means definitive; however, they do provide a better base point and direction to proceed from.

The goal of this study was to outline development potential of the corridor. In particular the City of Colonial Heights was interested in determining the highest and best use for the study area considering regional market potential, neighborhood development goals, amenities, and land values.

Ultimately, the City wanted to know how residual developable land situated in an area saturated with interstate-oriented commercial and retail properties could be utilized to create a unique high-quality destination that served both visitors and residents alike.

Would it be feasible to create a mixed-use or multiple-use environment that created access to community amenities, provided economically-productive land uses and improved transportation and infrastructure and what was the land worth?

In order to answer these questions the development study process attempted to accomplish several objectives:

- Determine the market potential in the region for retail, commercial, and other uses.
- Outline general environmental constraints and their effect on potential development; specifically the effect on net developable acreage.
- Determine general configurations for land uses, transportation networks, and amenities.
- Determine general yields for land use types in terms of square footages and unit counts.
- Outline the order of magnitude of land development costs.

Ultimately, this information will be used to speculate land values. The City's real estate consultant, Divaris or others, can easily run pro forma analysis to determine what a "return on investment" would be. This analysis will compare land purchase and land development costs on income potential in the form of sales and rents for commercial and residential space. This information can be used to "reverse engineer" a value or a range of values for land cost that do not upset the financial model. Refer to the appendix for the pro forma analysis template.

Methodology

The planning methodology for the study included an abbreviated market study, stakeholder interviews, an inventory and analysis of environmental constraints and net developable acreages, land use diagrams, land development concepts, and development costs. The study stopped short of producing detailed pro forma analysis or fiscal models.

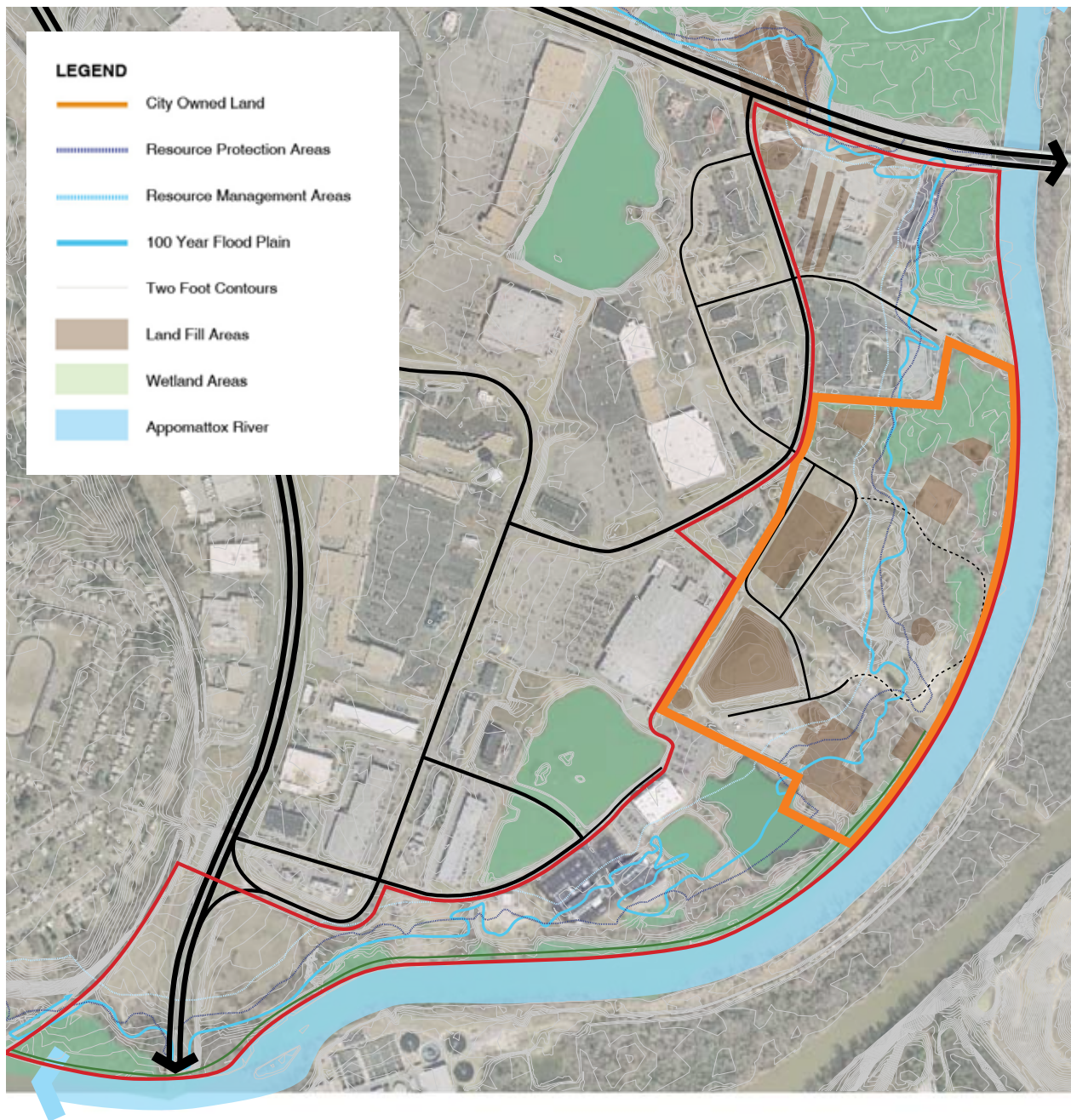


Figure 2: Environmental Constraints Map

Section 2: Site Analysis

Constraints Mapping

A base map of environmental constraints was created to assist with the planning. Relevant mapping data was gathered from various sources including the City of Colonial Heights GIS department, City of Colonial Heights Engineering, consultant data, and Federal data sources. Information included aerial photography, property boundaries,

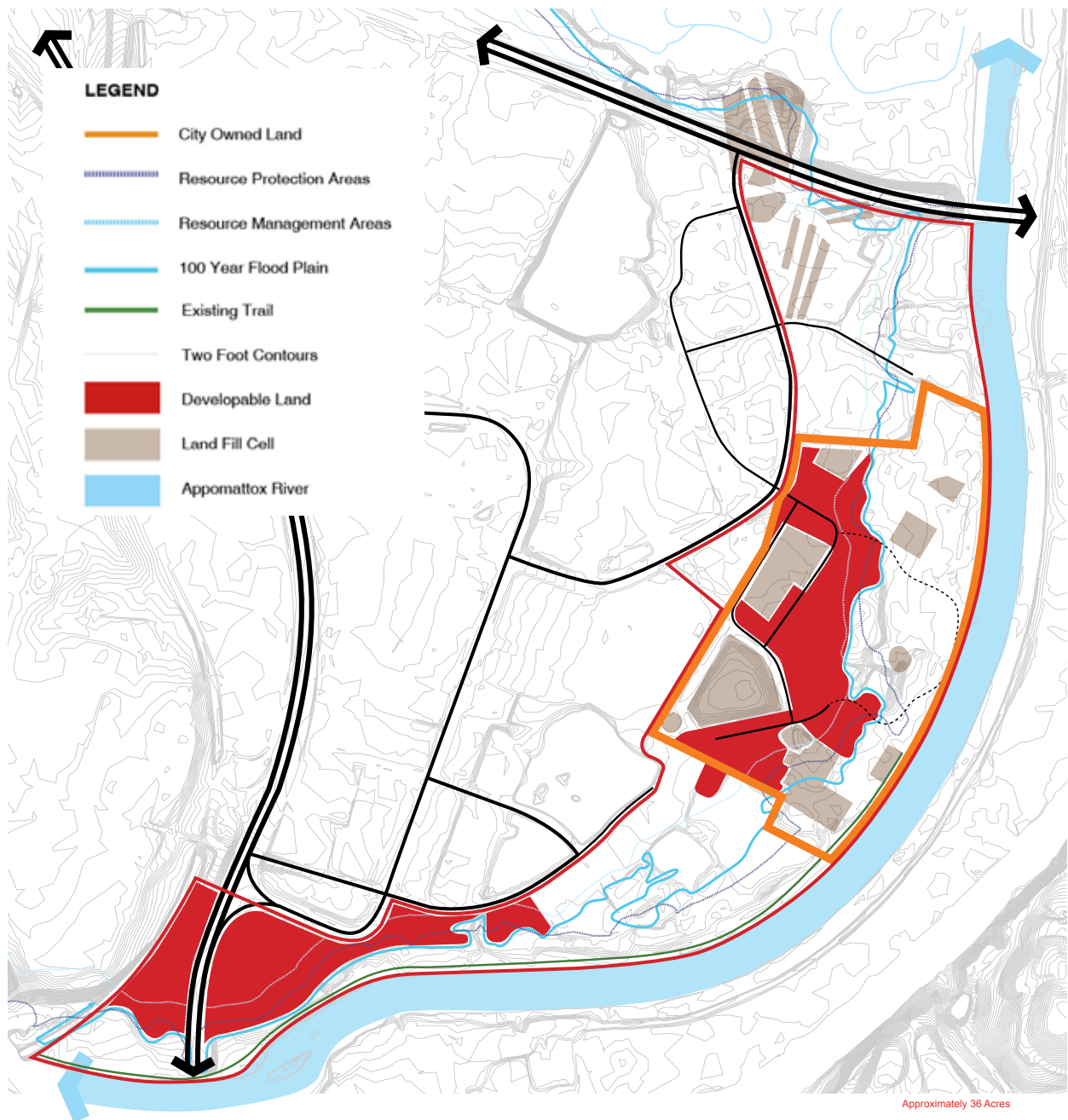


Figure 3: Unencumbered Land

topography, floodplain boundaries, RMA & RPA boundaries, known landfill cells, known wetlands, and field-investigated wetlands. VHB had inventoried some of the wetlands on previous projects, for this effort they walked the entire study corridor to determine where wetlands existed. The data was compiled to produce constraints mapping as well as unconstrained development area mapping (see figures 2 & 3).

Detailed developable area mapping was not produced as more information was needed to determine exactly how each environmental feature will actually affect the developable area. It is assumed given the past history of development along the corridor that environmental constraint boundaries may adjust to create more or less developable area

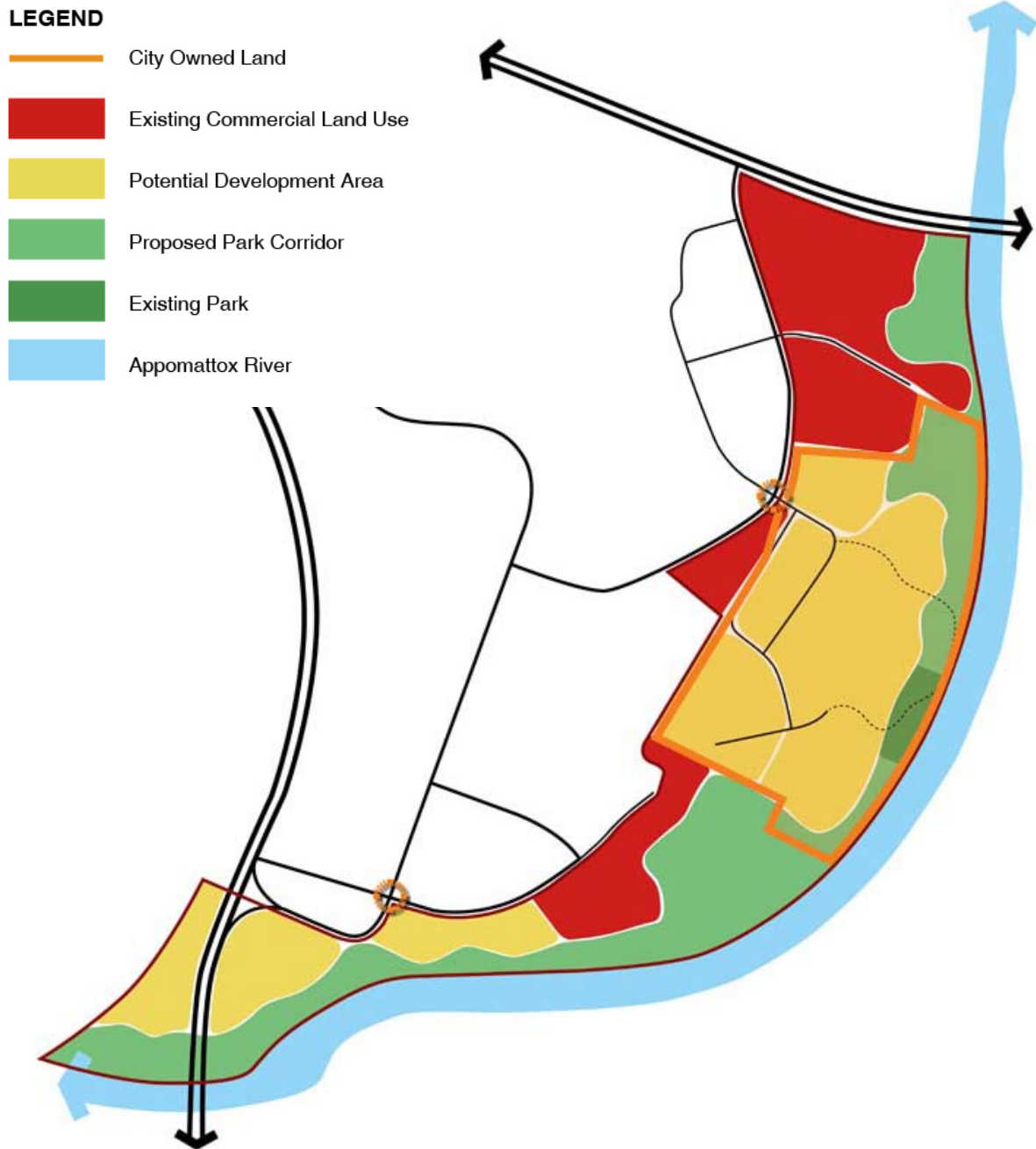


Figure 4: Potential Developable Land

depending on the quality of information and the ability of the land developer (City or other) to clearly delineate boundaries and to work with jurisdictional authorities to negotiate location and design features, impact mitigation, and permitting. For example it is very possible to develop with in a floodplain and to permit wetland impacts. It depends on the type of development, quality of the environmental features and the regulatory requirements.

Two net developable area analysis maps were produced. The first analysis map consid-

ered all environmental constraints as undevelopable land and then considered the remaining land developable and unconstrained. This yielded approximately 36 acres of net developable land. The second analysis map assumed reasonable encroachment into environmental areas such as buffers; allowable impacts; and mitigation to areas such as wetlands, as well as remediation or removal of environmental constraints, such as closed landfill cells (see figures 3 and 4). The result was a map showing slightly more developable land, approximately 51 acres.

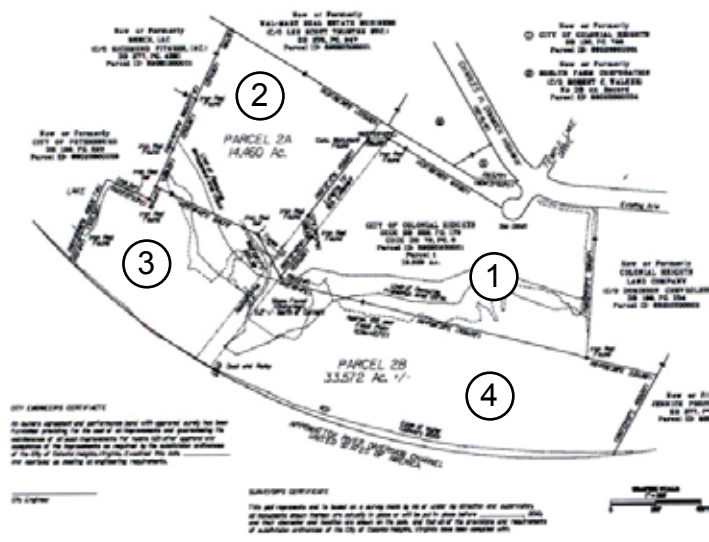


Figure 5: Parcel Map

The study area was examined as a whole but also considered the City-owned former landfill site on its own. In that regard, the City-owned site was primarily constrained by previous landfill areas. Each area has its own attributes, circumstances, and conditions. LPDA relied heavily on a brief synopsis provided by the City Engineering Department (see appendix). This synopsis suggested considering the entire site as three individual parcels of land, each having specific conditions related to landfill cells (see figure 5).

Parcel 1

Parcel 1 was the original 19.8 acre site. The site was a former, unpermitted landfill site that has been remediated and certified under the VDEQ Voluntary Remediation Program. The site's use is controlled by restrictive covenants. No residential development, schools, playgrounds, daycares, or similar uses are allowed. No use of the ground water is allowed. The parcel is also encumbered by an animal control facility, a radio antenna tower, and a 100' gas transmission line easement.

About 11 acres of "developable" land remain on this parcel after subtracting encumbrances and environmental constraints.

Parcel 2

Parcel 2 is roughly 14.5 acres and is located behind an adjacent Wal-Mart. The site is encumbered by about 38,000 cubic yards of stockpiled solid waste that was removed from Parcel 1. It would be possible to move this material offsite or retain in on-site. There is little to no space to move the material on site due to the desire to use every last bit of developable acreage of land and the fact that undevelopable land is typically in a wetland area or floodplain. It would not be prudent to move solid waste into a wetland or floodplain.

About 10 acres of “developable” land remain on this parcel after subtracting encumbrances and environmental constraints.

Parcel 3

Parcel 3 is about 10 acres in size and is located just west of Parcel 2. The site is encumbered by a closed and capped solid waste cell. It is also almost completely within the 100-year floodplain.

About 0.5 acres of “developable” land remain on this parcel after subtracting encumbrances and environmental constraints.

Parcel 4

The remaining land shown on Figure 5 is about 23.5 acres and is intended to become Roslyn Landing Park. The property is heavily encumbered by the floodplain. The only portion of the property not in the floodplain is the abandoned City pistol range. It is unknown if any landfill debris, unpermitted cells or similar features are located on this property.

Due to the unknown location and composure of debris in Parcels 1, 2, and 3, it is likely that special mitigation and construction techniques will need to be employed. A combination of ground penetrating radar and test borings can be utilized to determine the extent, type, and depth of material. It is feasible, given the presence of stable and isolated materials, to cap and bridge these areas and develop uses over them. The final site plan for this area may also consider locating building foundations which require deeper excavation and load-bearing soils elsewhere and utilizing the more impacted areas for parking, common areas, and access. Otherwise, it is possible to fill and bridge these areas with structural fill materials and geotextiles. It is very feasible to construct park uses, trails, and common areas and even parking lots over closed land fill cells. A sum total of the city owned land available for development with or without the use of mitigation can be seen in Table 1.

	Without Encroachment	With Encroachment
Land Fill Area Impacted	0	8.5
Wetland Area Impacted	0	0.5
Floodplain Encroachment	0	5.5
	Gross Acreage	Net Acreage
Developable Acreage	21.5	36

Table 1: City owned acreage available for development

The costs to perform such activities were provided in previous analyses provided to the City by geotechnical consultants and are reflected in the development costs Tables 3, 4 & 5 shown later in the report.

Retail and Residential Market Analysis

LPDA consulted with nationally-recognized market consultants and real estate developers to compile the most accurate and up-to-date information possible. These included The Community and Land Use Economics Group, (The CLUE Group) and Hine Development Company (Hine Group). Their assignment was to outline their professional observations regarding sales leakages and to provide some basic guidance on how to capture some of the leakage (or increase the surpluses, depending on the retail category) via a mixed-use development on the roughly 100-acre project site. The CLUE Group and Hine Group examined available demographic and sales data as well as regional and national trends to develop recommendations related to the feasibility of retail and residential components for this site. During data collection, The CLUE Group examined demographic and sales data for Colonial Heights as well as the region surrounding it. The combined jurisdictions within the surrounding region included the cities of Colonial Heights, Hopewell, and Petersburg and Chesterfield, Dinwiddie, Prince George, Brunswick, Greenville, Sussex and Surry Counties. Data sources (referenced in Clue Group's report in the appendix) include;

- Demographic information from the US Census Bureau's American Community Survey (which is updated every one or two years, depending on the size of the jurisdiction) and from the Virginia Employment Commission.
- Overall data on retail sales supply and demand came from ESRI.
- Detailed projections of retail sales demand (e.g., projections of future retail sales demand from future population growth) came from calculations using (a) data on numbers of households in the various jurisdictions examined and (b) data from the US Bureau of Labor Statistics' Consumer Expenditure Survey.
- Data on the numbers and types of businesses in the various jurisdictions came from Polk City Directories, which updates information on businesses every three months.

The following is a summary of conclusions from The Clue Group's report:

- The 10-jurisdiction area is expected to add about 7,885 new residents annually.
- At current-year levels, these households would bring about \$50 million in new retail demand.
- This demand could reasonably be absorbed by existing retail centers in the area.
- There is limited local growth potential for new retail in the immediate geographic market.
- There is a combined sales leakage of about \$375 million in the 10-jurisdiction area.
- Most of the leakages exist in motor vehicle parts, food and beverage stores, food services, and "drinking" places.
- Significant surpluses existed in sporting goods, hobby stores, book stores, and general merchandise (Wal-Mart, Kmart, etc.)
- Leakages in categories such as home furnishings, electronics, and appliances are likely being absorbed by the general merchandise surpluses.

- Fort Lee not a strong driver for sales due to the tendency of troops to shop close to base or on base.
- Given Colonial Heights' function as a regional trade center, the figures may support 50-100,000 square feet of new retail, restaurant, and offices.
- The proximity to a large-box retailer may deter mixed-income market-rate housing due to scale, noise, and visual issues.
- The Appomattox River and park has the potential to attract and facilitate mixed-income and market-rate housing development.
- Architectural factors will be strong determinants for success of any new development proposing to attract neighborhood oriented tenants.

In regards to Ft. Lee not being a strong driver for local sales, the Clue Group offers the following context. The National Trust for Historic Preservation has a long-term relationship with the US Army to help strengthen the retail offerings of communities adjacent to Army installations. The Clue Group was intimately involved in launching the National Trust - Army relationship when Kennedy Smith was on the staff of the National Trust's Main Street Center. The Trust has continued to engage The Clue Group to help with the various projects resulting from this partnership. One of these projects has been a series of market analyses for a dozen or so major Army installations around the country - including Ft. Lee, where The Clue Group surveyed 1,000 Army personnel last year, representing a statistically valid demographic cross-section of the installation, and gathered information on their shopping habits. The Clue Group has direct access to what they believe is the most recent, comprehensive, and accurate information that exists on retail spending by Ft. Lee personnel.

The Hine Group reviewed demographic information, regional home sales trends, and project location factors. This information—combined with over 15 years of mixed use development and residential development experience—lead to the following recommendations:



- There is a market for residential housing, both multifamily and higher density single family.
- Ancillary and supportive uses such as a neighborhood bar/restaurant/coffee shop, medical office/clinic/primary care facilities, a movie theater, small shops, and other services would be appropriate given the surrounding mix of land uses and the overall market.

- New residential units should focus on a price point ranging between \$178,000 - \$290,000.
- New residential development should target a mix of workforce housing and rentals.
- A mix of product types may include 40% rental, 35% townhome, and 25% small lots.
- New development should be amenity-focused, neighborhood-scale, and focused on river amenities.
- New development should incorporate strict architectural controls and green building methods.

The information provided by The Clue Group and Hine Group highlights the appropriate context in which to evaluate potential land use scenarios. The observations and recommendations also provided important discussion points for stakeholders involved with the project.

Stakeholder Input

LPDA met with several stakeholders in order to inform them about the purpose of the study and to gather input from them about constraints and opportunities related to the corridor.

Stakeholders included:

John Wingfield, DiVaris Real Estate, Inc.
 Ted Linhart, President, Dominion Auto Group
 Bob Walker, Roslyn Farms Corporation
 Nick Walker, Roslyn Farms Corporation
 Tom Mattis, City Manager, Colonial Heights

Stakeholder comments included:

- The major draw seems to be proximity to Interstate 95 and North Carolina.
- Positives include a laid-back life style, quality housing, good schools, history, and a small community atmosphere.
- The area competes with offerings on Rt. 1 and Rt. 10.
- There is a lack of creativity in the quality of development in the area.
- There are no entertainment venues, it is not attractive, and is generally dull.
- The area needs a “go to” place.
- Something with entertainment: a gathering place, water access, kayaking.
- There should be a mix of residential: town homes, senior housing and zero lot line villas
- Talk to Petersburg about their riverfront plans.
- Developing on top of the landfill areas is very expensive and time consuming.
- The hospital has not generated much interest in the area.
- Examine the possibility of various tax programs and incentives
- Higher-end apartments were built at 1200 ACQUA at the back gate of Ft. Lee on Rt.

460.

- Land that is readily developable for apartments or similar uses can yield values as high as \$125,000/acre.
- The City property is covered with existing land uses that would be expensive to move, this includes the animal shelter, antennae site and pistol range.

A stakeholder meeting was also held with all the stakeholders referenced above as well as City staff including:

George Schanzenbacher, Planning Director
Bonnie Kirby, Retail Development Coordinator
Jamie Sherry, Community Planner
Colonial Heights Assistant City Engineer

During the meeting, LPDA discussed the project background, process, preliminary analysis results, and preliminary conclusions. The group offered several important observations. The general consensus among the participants was that they believed that there was more market area to be served by a development in this area and that the development could serve as a regional destination as the South Park Mall traditionally has. Participants also believed that landfill constrained parcels are more developable than previously assumed.

- The market area includes population along the Interstate 95 and 85 corridors up to the North Carolina line.
- Richmond area shopping malls are built out and retailers are going to other places.
- Retail is destination specific.
- The focus of planning needs to be directed toward the end of the market growth curve.
- “Service” is a potential niche market, as high quality service oriented businesses are desired.
- Outlet shopping is a consideration for a higher end type destination shopping experience.
- The effects of the Rolls Royce plant and Ft. Lee on the local economy are largely unknown at this time.
- City planning should consider the effect of the “Creative Class,” specifically the percentage of the work force involved in “knowledge based” occupations.
- The large landfill mound may be inert material and if so may be moved on or off site and the land may be developed.

Section 3: Land Planning

Land Use Diagrams:

Past development patterns, adjacent land uses, environmental features, and existing road networks set the framework for several land bays and potential road connectors. The majority of the developable land that may be segmented to accommodate various land uses occurs on the City's property (see figure 6).

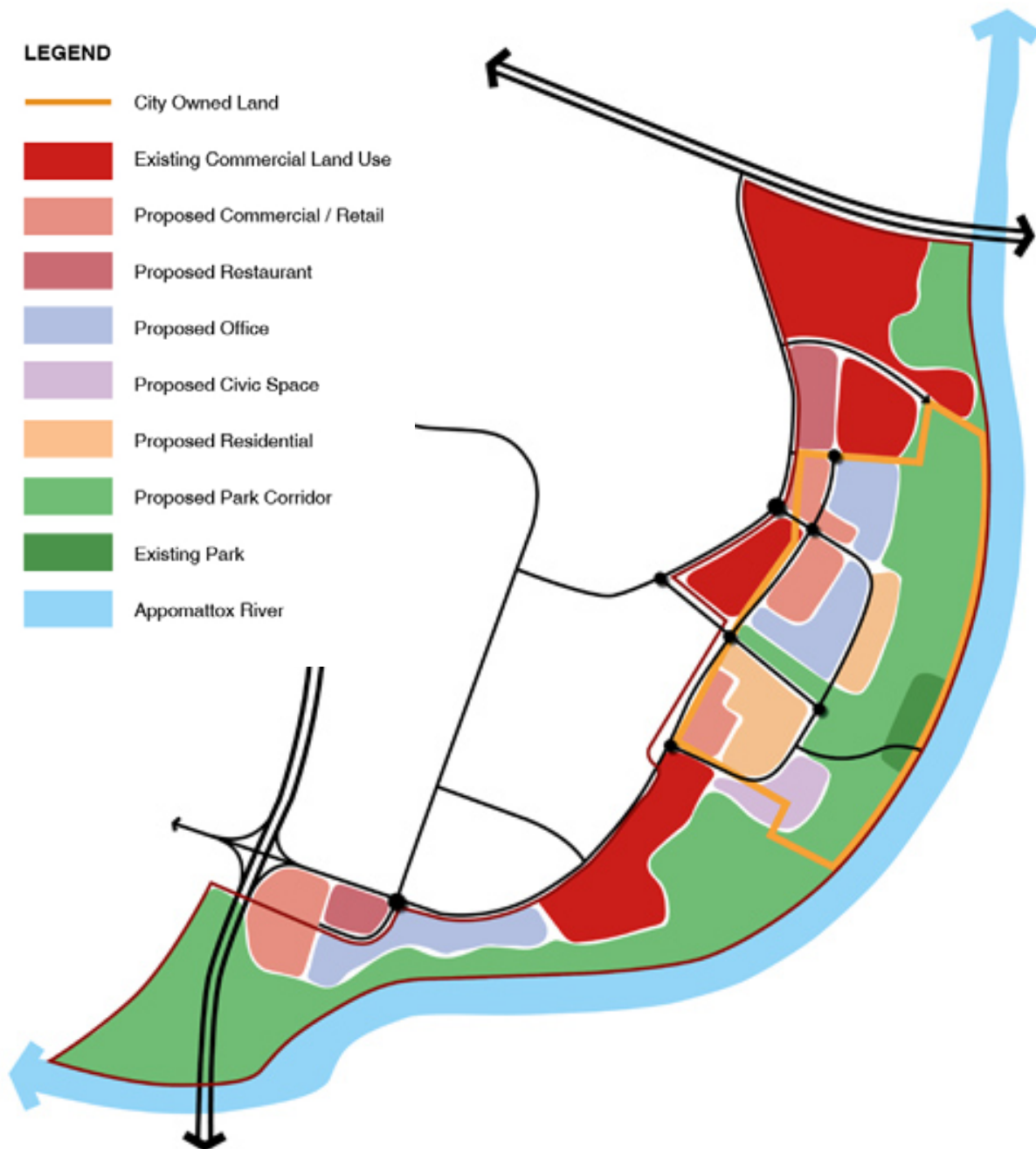


Figure 6: Land Use Diagram

Major entrance nodes naturally occur at Charles Dimmock Parkway and East Roslyn Road, Charles Dimmock Parkway and South Park Boulevard, South Park Boulevard and South Avenue and South Park Boulevard and East Roslyn Road. Each of these intersections is important to the accessibility and visibility of future development. Careful consideration should be given to these intersections and their contributing corridors as gateway areas. They contribute to the overall quality of any new development, especially if a more neighborhood scale is desired. The intersections and corridors might appropriately accommodate wayfinding, pedestrians, bicycles, and aesthetic treatments.

Potential road connections will need to occur in order to improve access to the study area and to set up the framework for future land use bays. This includes a potential through connection for East Roslyn Road, cross connectors alongside the Wal-Mart property and Jennick Drive to East Roslyn Road as well as a potential loop connector from East Roslyn Road within the City property. Ultimately, these connectors and the resulting intersections will increase road frontage, visibility, and opportunities for pedestrian connectivity (see figure 7).

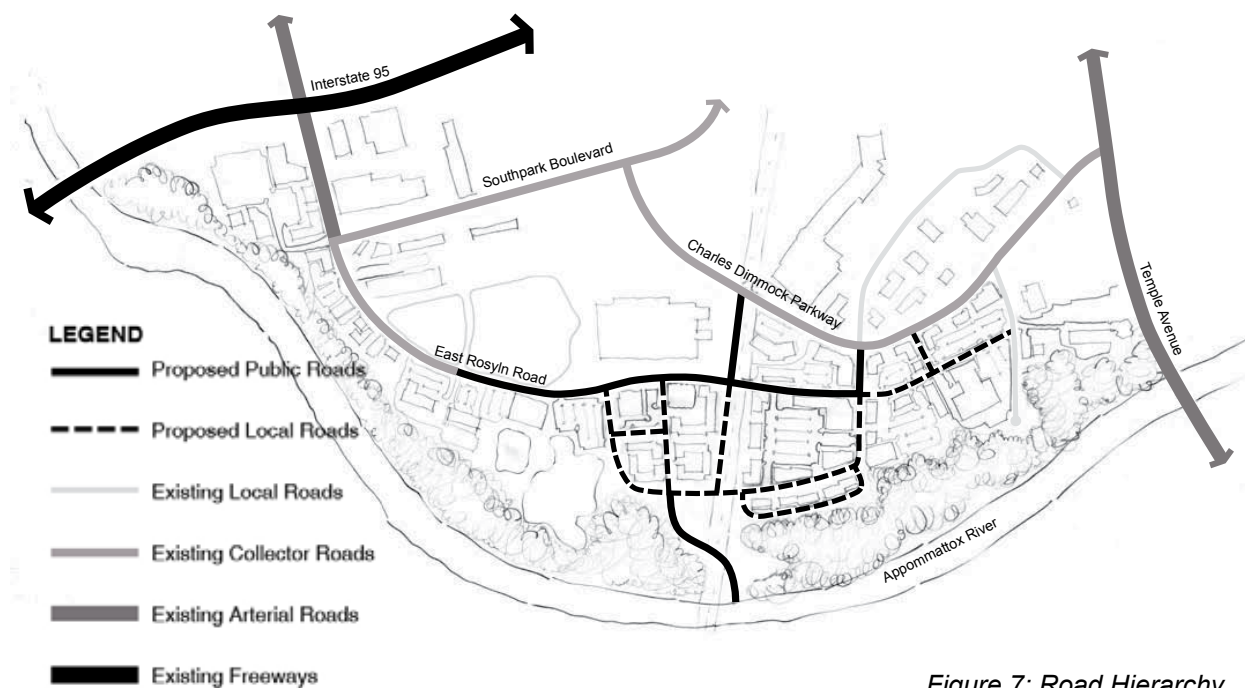


Figure 7: Road Hierarchy

The resulting road network creates a series of major and minor intersections, road frontage and land bays. Surrounding land uses, environmental quality and other factors tend to outline plausible land use types for each land bay. This includes small commercial areas along East Roslyn Road, office or higher density residential or apartments behind the Dimmock Center shopping area and potential medium density residential areas between East Roslyn Road and the river front park. Given the land uses along Charles Dimmock Parkway and the riverfront park, a transition of density and a mix of more pedestrian scale uses becomes a practical way to create the potential neighborhood quality that the various stakeholders and real estate consultants referenced as desirable.

Access to the area's amenities will be critical to the success of any mixed use or multiple use development in the study area. Primary elements to consider may be access to an area-wide pedestrian and bicycle system, access to the Riverfront Park and trail, access from complementary land uses such as the fitness center, hotel, restaurants, and medical facilities. A series of open spaces and pedestrian-oriented streets will also help to increase the quality of future development.

Development Concepts

LPDA developed a land plan concept for the corridor. The concept considered the market study, site conditions, existing infrastructure and the goal of creating a quality destination development with high visibility and a focus on amenities. The development concept accommodates many of the traditional land use types surrounding the corridor including commercial, retail, restaurants, office and residential.

The concept is based on a framework of road infrastructure and access points that set the framework for neighborhood scale development. The framework also allows for traditional style development and larger retail building configurations (see figure 7).

The objective will be to create a highly accessible network of pedestrian scale streets by fronting appropriately designed buildings along the major corridors and streets, while relegating secondary access points and parking to the interior or to the apparent "rear" of the development block (see figure 8). This maximizes exposure of businesses to the main entrance corridor along Charles H. Dimmock Parkway as well as to interior streets. The street network would be interconnected creating a series of intersections which would provide high visibility, disbursement of traffic and pedestrian amenities. Figure 7 illustrates the following:

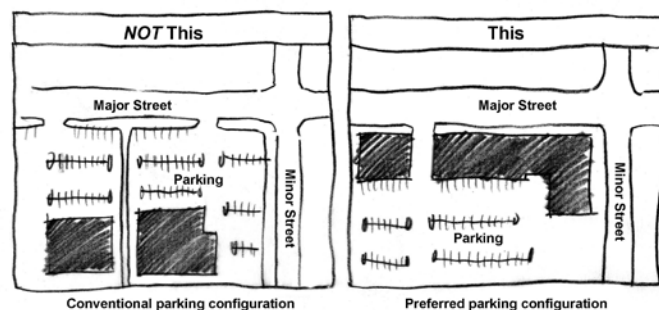


Figure 8: Preferred parking configuration

- A main entrance and signalized intersection at Charles H. Dimmock and Temple Lake Drive
- A secondary access point at the truck entrance to the Wal-Mart.
- Extending East Roslyn road beyond the hotel and American Family Fitness Center to the Linhart property.
- Developing a loop road, extending Temple Lake Drive and connecting from the Temple Lake intersection to East Roslyn (extended).
- Creating cross parcel access across the Linhart property and adjacent City property to the extended Temple Lake Drive and Jennick Drive.

The resulting development areas and their layout focus specifically on the quality of development and the opportunities that exist by locating land uses in advantageous relationship to each other, as well as their relationship to transportation corridors and amenities (see figure 9 + 10). The concept accomplishes the following development objectives:

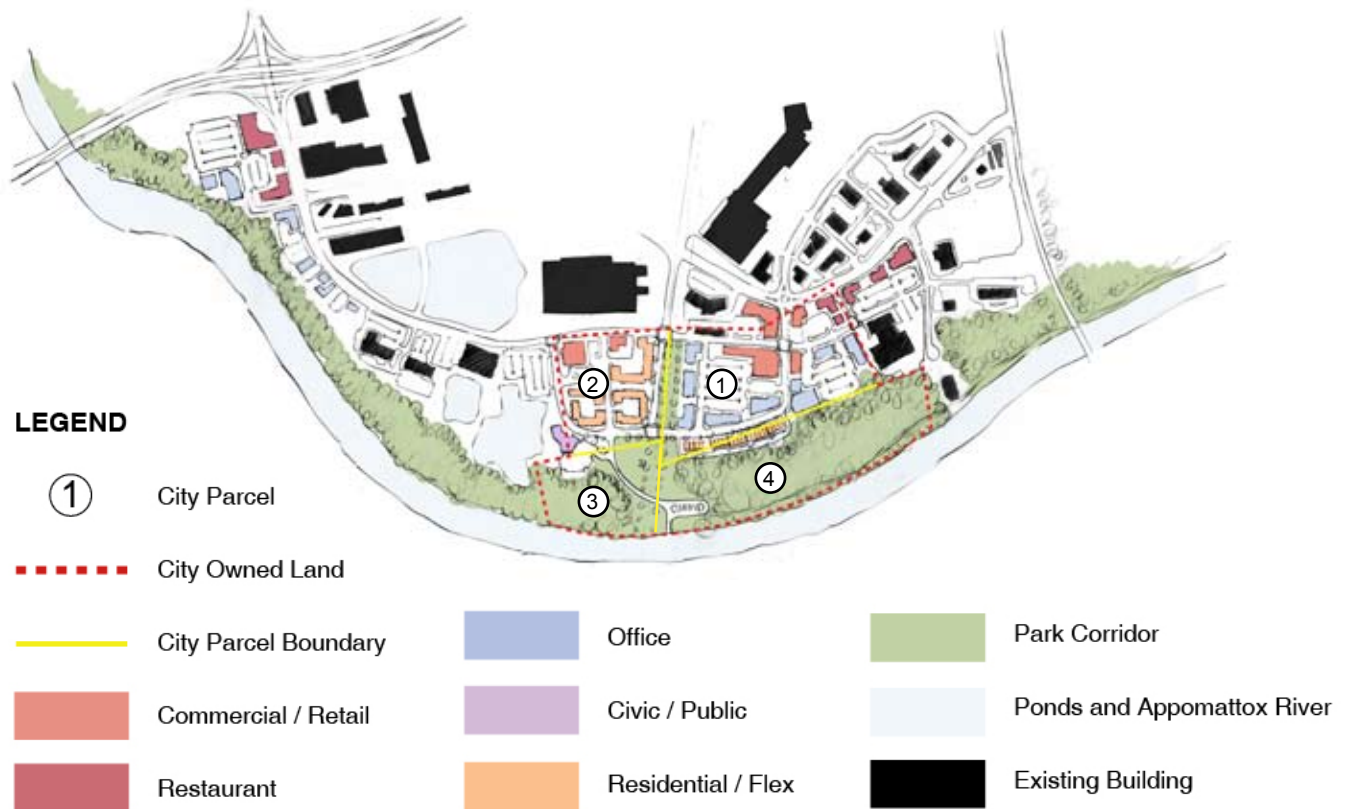


Figure 9: Corridor Concept Plan

- Avoids environmental constraints and preserves desirable features.
- Allows for flexibility in land use types.
- Creates highly visible and accessible commercial areas.
- Transitions density from higher traveled corridors to park lands.
- Creates quality residential clusters situated along amenities and quieter streets.
- Creates an opportunity for restaurant clusters, with frontage along visible corridors and main internal streets.
- Provides frontage and access to riverfront recreational amenities.
- Creates a network for pedestrian access and walkable streets.
- Allows more traditional retailers the opportunity to easily fit in and neighborhood scale development.
- Sets the framework for street oriented and pedestrian scale development.
- Integrates the gas line easement into the plan, creating an open space amenity.
- Protects and buffers the radio tower and integrates it into the open space system.

An alternate layout was prepared for the commercial portion of the proposed development, specifically the road frontage along Charles H. Dimmock Parkway and the Temple Lake Drive (extended). This alternate layout shows how larger box retail could fit within the desired development pattern if the market exists for such a use (see figure 11). The building to building and building to street relationship still provides the opportunity for pedestrian scale architecture and a visual impact that is worthy of a “destination” retail environment.

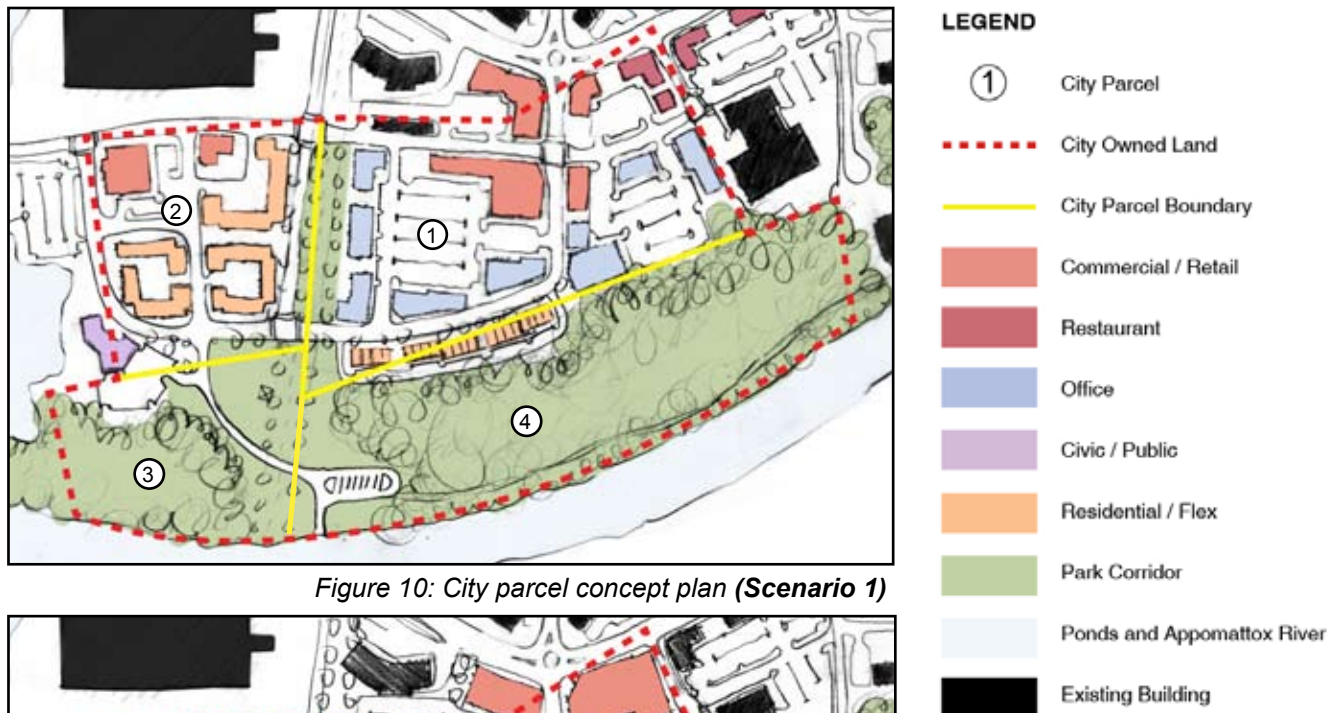


Figure 10: City parcel concept plan (Scenario 1)

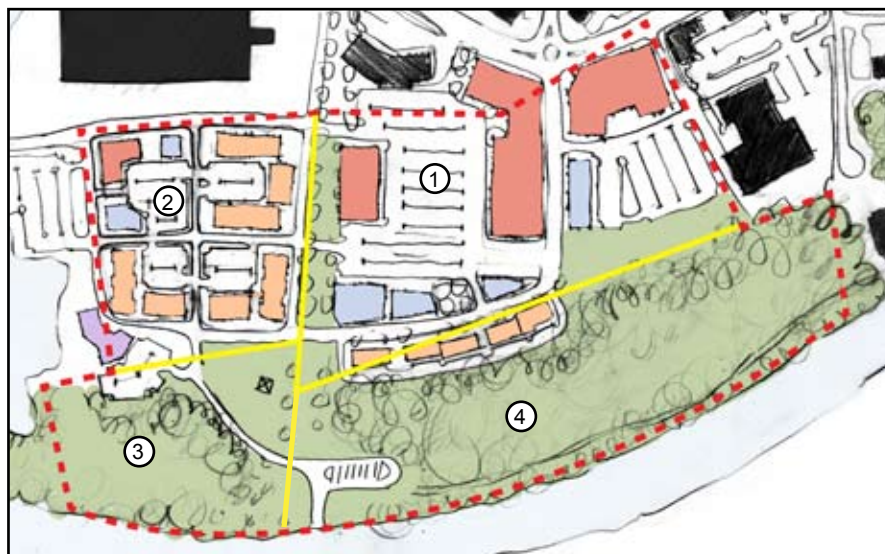


Figure 11: City parcel traditional retail alternate (Scenario 2)

Section 4: Analysis & Planning Conclusions

This cursory study was started with several questions in mind; what was the highest best use of the property? How could the residual developable land be utilized to create a unique high-quality destination that served both visitors and residents alike? Would it be feasible to create a mixed-use or multiple-use environment that created access to community amenities, provided economically-productive land uses and improved transportation and infrastructure? What is the land worth?

Development Yields	Commercial / Retail	Restaurant	General Office / Service	Residential
Scenario 1 (Figure 9 + 10)	110000 SF	10000 SF	105000 SF	75 Units (Townhomes)
Scenario 2 (Figure 11)	170000 SF	5000 SF	65000 SF	270 Units (Apartments)

Table 2: Development Yields

We have found that there is poor visibility of the City owned property and limited market demand for large retailers. Input from stakeholders, developers, and economists told us that there is demand for quality development serving niche retailers, service based retail and the “creative class”. Using these findings we conclude that it is not only possible, but that it is critical to create a multiple use environment that focuses on the quality of the development and a mix of uses that serves to “hedge” the City’s bets related to the success or failure of private development and the effect it has on services and tax base. The success of this will depend on the City’s ability to address environmental encumbrances, provide zoning and land use policy support and to adequately target and market the type and quality of development discussed in this report.

In regards to the City owned property, the highest and best land use for the property is not something that can be concluded definitively. Markets change and retailers see different opportunities in different markets based on a variety of factors. It is possible that some medium sized retailer, large destination restaurant, or other commercial tenant may be attracted to locate here, especially if transportation, visibility and environmental encumbrance issues are adequately defined or removed from the overall equation.

The more important question is; how should this area be developed and what strategies should be considered to create the most beneficial scenario possible? We have outlined a viable development scenario and market responsive strategy based on the limited effort allowed by the scope.

It is a feasible assumption that the privately owned properties along Charles Dimmock

Parkway, West and East Roslyn Road would attract some form of commercial development due to access and visibility. This type of development is inevitable and its term and form are undefined and not controlled by any regulations other than City zoning. The lack of time and funding commitments for area transportation serve to hinder development of these parcels to some degree.

The privately owned parcels along Charles Dimmock Parkway, East Roslyn Road, West Roslyn Road and Interstate 95 are important properties that serve to “introduce” and “advertise” the commercial offerings and quality of the area. It is imperative that development in this area is compatible with the long term vision of the corridor and that it continues to not only serve its commercial purpose but is done in such a way as to compliment the quality of the corridor.

Land Development Costs

LPDA examined the development costs related with the City owned parcels of land. The cost analysis outlined the site construction costs associated with the land use type shown in the land plan as well as the added costs associated with cleanup and removal of landfill areas and other unique site circumstances. The land development costs include site development costs as well as building costs. The site development costs include earth work, utilities, roads, storm water and other typical land development costs. The land development cost estimates do not include any special geotechnical measures that may be required to bridge subsurface landfill cells because it is not known if such areas will exist under Parcels 1 and 2. The building costs include typical “per square foot” costs for the appropriate building type shown on the concept plan. This included commercial, office and residential uses. Additional costs include those costs that are in addition to typical land development costs. In this case that may include mitigation of landfill areas, City utility system upgrades, City road, intersection and signal upgrades, and City road extensions, such as East Roslyn Road extended (See table 3, 4 & 5).

Scenario	Land Use	Total Acreage	Cost per Acre	Land Development Cost
Scenario 1	Commercial	14	\$150,000.00	\$2,100,000.00
	Restaurant	2	\$175,000.00	\$350,000.00
	Office	11	\$150,000.00	\$1,650,000.00
	Residential	9	\$175,000.00	\$1,575,000.00
	Totals	36		\$5,675,000.00
Scenario 2	Commercial	14	\$150,000.00	\$2,100,000.00
	Restaurant	1	\$175,000.00	\$175,000.00
	Office	5	\$150,000.00	\$750,000.00
	Residential	9	\$175,000.00	\$1,575,000.00
	Totals	29		\$4,600,000.00

Table 3: Concept plan land development costs by scenario

Scenario	Building Type	Cost per SF	Square Footage	Total Building Cost
Scenario 1	Commercial	\$90.00	110000	\$9,900,000.00
	Restaurant	\$100.00	10000	\$1,000,000.00
	Office	\$250.00	105000	\$26,250,000.00
	Residential	\$200.00	150000	\$30,000,000.00
	Totals			\$67,150,000.00
Scenario 2	Commercial	\$90.00	170000	\$15,300,000.00
	Restaurant	\$100.00	5000	\$500,000.00
	Office	\$250.00	65000	\$16,250,000.00
	Residential	\$200.00	270000	\$54,000,000.00
	Totals			\$86,050,000.00

Table 4: Concept plan building construction costs by scenario

Only known additional costs were outlined. Costs for intersection improvements, new signals, road extensions, utility upgrades and other infrastructure was not provided because it is not known what the scope or magnitude of these improvements might be. LPDA utilized estimates provided by the City for mitigation of the land fill cell on Parcel 2 and the removal of the animal shelter. The estimates provided are cursory, and are based on similar projects and development professional's rules of thumb for similar land use types. Definitive estimates can only be created through more detailed land planning, and engineering exercises.

Publicly Funded Infrastructure and ancillary costs

Several public infrastructure upgrades will need to be planned and constructed to facilitate development of the corridor. Some of these may be funded by private development partners if the financial model allows. The City may be wise to plan for and fund improvements that are within their control. These include but are not limited to:

- Intersection improvements to allow for future road connections (road geometry and signalization)
- Road extensions (East Roslyn Road to Charles Dimmock Pkwy.)
- Water and sewer upgrades (if needed)

Scenario	Parcel	Land Development Cost	Building Construction Cost	Additional Cost		Entitlements & Permitting	Public Infrastructure	Parcel Development Cost
Scenario 1	Parcel 1	(Table 3)	(Table 4)				-	
	Cost	\$3,875,000.00	\$35,800,000.00			\$2,750,000		\$42,425,000.00
	Parcel 2	(Table 3)	(Table 4)	Landfill Cells	Animal Shelter		-	
	Cost	\$1,800,000.00	\$31,350,000.00	\$1,500,000.00	\$500,000.00	\$2,500,000		\$37,650,000.00
						Scenario Land Development Cost		\$80,075,000.00
Scenario 2	Parcel 1	(Table 3)	(Table 4)				-	
	Cost	\$2,875,000.00	\$56,050,000.00			\$2,750,000		\$61,675,000.00
	Parcel 2	(Table 3)	(Table 4)	Landfill Cells	Animal Shelter		-	
	Cost	\$1,725,000.00	\$30,000,000.00	\$1,500,000.00	\$500,000.00	\$2,500,000		\$36,225,000.00
						Scenario Land Development Cost		\$97,900,000.00

Table 5: Development costs for city owned parcels by scenario

The City Engineering Department and Planning Department will need to coordinate area traffic studies and capacity analysis in order to determine the magnitude and cost of the improvements. The planning will need to consider future transportation plans as well as traffic generated from future build out scenarios.

Other costs may be associated with the development of the property and would have to be incurred by the developer or City in order to allow for compatible development scenarios. These include:

- Demolition and replacement of the animal shelter
- Removal and remediation for the old pistol range

The radio tower will not be removed, as it is not feasible to do so. The animal shelter could remain in an alternate development scenario. This might include changing the use shown on figure 9 in this area (parcel 2), to a land use such as light industrial, research and development, storage facilities or other uses that are non dependent on visibility and do not create adjacency conflicts with the animal shelter.

Land Values

In order to determine a reasonable value for City owned land, a pro forma analysis needs to be conducted. The pro forma analysis is essentially a balance sheet illustrating the cost to develop the project compared to the potential incomes generated from it and the resulting “return on investment.”

The information provided in this report gives the City enough data to perform such speculative analysis. In particular the suggestions for land use types, land plan concepts, potential yields and property development costs can all be used to build a fiscal model for the property. LPDA has prepared a yield summary based on the land development concept (see table 3). These yields are very preliminary and need to be refined based on more detailed product and yield analysis.

The City should consider several options regarding the parcelization of the property. Currently based on environmental encumbrances, the property is divided into several parcels. All but one of those parcels is encumbered. Considering all parcels as one entity in the pro forma analysis needs to be evaluated so that the aggregate fiscal impacts of environmental remediation, permitting and infrastructure costs can be understood. If the resulting fiscal model allows for an acceptable return on investment it may be prudent to market the property as one parcel.

A second analysis may examine the parcels individually. Based on the magnitude of environmental encumbrances and the cost to remediate them, the financial model may conclude that the property is not worth much, relative to typical commercial uses and is, in fact, a liability.

For example Parcel 2 includes a large cost associated with removal, disposal and permitting of the solid waste located there. When considered by its self it is very likely that no land use would be lucrative enough to justify this expense. Furthermore the parcel is a visual and unknown environmental encumbrance on the adjacent parcels that detract

from their value.

Parcel 1 is the most developable parcel and has specific covenants that define how it may be developed. Given the detailed information the City already has on this parcel it is very feasible to market it by itself a possible to include adjacent land in the proposed Roslyn Landing Park. The extent and fiscal feasibility of the inclusion of the adjacent land will be highly dependent on the flood plain and flood way in this area and the feasibility of encroachment and approvals related to development activity. It is possible to develop uses in the flood plain, through filling, elevating structures and through careful location of ancillary and supporting uses, such as streets and parking with in the flood plain. However being so far removed from visible corridors it is unlikely that commercial uses will be viable in this area. More likely may be limited footprint residential and office uses.

Section 5: Implementation

Organizing the Process

Currently the future of the City owned property is uncertain. Environmental encumbrances, various City owned land uses, and land fill areas, lack of planned road infrastructure and visibility create a stigma for the property that is hard to overcome without some vision and specific direction. The City of Colonial Heights controls all of these factors. Several objectives will need to be accomplished in order to facilitate a successful development project. These are outlined in order of priority.

Immediate next steps:

Parcel 1 is the most accessible and developable parcel in the land area the City owns because it is easiest to access, is most visible, its environmental constraints are clearly defined and has defined covenants and restrictions regarding development. Parcel 2 would be developable if the land fill cell is removed and the remaining land is mitigated. Parcel 3 is encumbered with subsurface landfilling and flood plain and is generally not developable other than some of the North boundary adjoining parcel 1. The land plan concepts provide clear delineators such as road edges and land use types between each parcel. This allows the City to move forward with planning for each while prioritizing the most developable land (Parcel 1). The following is a suggested outline of general priorities regarding each parcel.

- Move forward with necessary planning required to support the development of parcel 1.
- Determine the actual cost to remove and mitigate the landfill cell from Parcel 2 and consider alternate land uses for this area.
- Determine what portions of Parcel 3 may be suitable for private and public development.

Parcel 1

Parcel one has been mitigated and approved for the development of specific land use types by DEQ and the City. The development of this parcel sets the framework for development of the remaining land and serves as a litmus test for commercial development in this area. The following outlines steps that the City may complete to realize development on this parcel.

1. Review existing geotechnical information regarding soil characteristics and potential remaining debris pockets.
2. If no data exists, conduct geotechnical investigations to determine nature of soils and debris.
3. If debris pockets exist, outline magnitude and potential construction methods and costs required to mitigate them.

4. Perform a proper market analysis that examines “in detail” the market influences affecting this area and serves to provide reliable information for marketing purposes.
5. Prepare detailed product yield analysis outlining yields for land use types allowed by zoning and the parcel’s restrictive covenants and those supported by market conditions. Preliminarily this includes restaurants, destination retail, office and other commercial uses.
6. Outline potential traffic impacts and utility demands based on the yield analysis data.
7. Conduct traffic analysis of Charles H Dimmock Parkway and the proposed intersections at East Roslyn and the Walmart to determine the scope of potential road, intersection and signalization improvements.
8. Review existing public utility capacity to determine if sufficient capacity exists to serve parcel 1 and future development on parcels 2 and 3.
9. Prepare preliminary plans for the East Roslyn Road extension to determine geometry, right of way needs and cost.
10. Prepare a detailed proforma analysis for development outlining development costs and potential return on investment.
11. Identify a responsible party that is capable of managing the project. Develop a relationship with a real estate development firm who can implement the vision through sound financial investment strategies and tenant recruitment.
12. Create and overlay district that ensures appropriate scale and type of development.
13. Create a marketing package targeted towards businesses and investors that includes demographic data, market data, community amenities, location benefits and City provided benefits.
14. Identify legitimate investors, developers, and potential tenants and market directly to them.
15. Share the pro forma analysis and financial model with legitimate partners and investors.
16. Plan and build amenity infrastructure that is key to complimenting new development. This includes utility upgrades, roads, trails, trail access, and water front parks along the river and adjacent lake behind American Family Fitness.

Parcel 2

It may or may not make sense to develop parcel 2 depending on the costs to mitigate the landfill cell and the nature of the land uses proposed. Parcel 2 could enjoy good access if roads are improved but it is generally not visible and is adjacent to the rear of the Walmart. It is adjacent to potential amenities such as a river front and lake front parks.

1. Outline in detail, the costs to move the landfill cell and mitigate soils on the property.
2. Outline the potential land use restrictions that may be required due to the landfill and soils.
3. Determine the highest and best use for the property considering this information. This may include residential, continuing care, medical office, light industrial, storage or other uses.
4. Determine the highest and best use for the property considering its location and potential restrictions

5. Develop a detailed pro forma for the property to see if it makes fiscal sense to develop the property given the encumbrances.
6. If the land fill cell is not feasible to move or the cost creates too much financial burden plan an alternate use that compliments the adjacent development and utilizes the property as is.
7. If it is feasible, but creates a financial burden on private development, identify potential funding sources and amounts that the City could garner and commit to removal and mitigation.

Parcel 3

This property includes known subsurface debris and is encumbered by wetlands, flood plain and floodway. Portions of its Northern edge may be developable.

1. Determine the exact flood plain and wetland locations and determine if the northern portion of the parcel can be developed for supporting and compatible uses. These may include high density residential, roads, commercial and office buildings.
2. Develop the remaining parcel as a river front park, providing boating access, trail connections and trails and interpretive areas around the lake edge.
3. Partner with the Army Corps of Engineers on their plans to create a tidal wetland in this area to include recreational and educational uses.

Addressing Privately Owned Property

Very little property remains outside of the City's control. However, this property is and will be the most visible property with in the corridor. Especially if proposed transportation improvements are implemented. It will be critical to partner with local land owners, developers and business people In order to realize the benefits for all.

- Partner with local land owners and developers to discuss future plans, common goals and to outline development strategies that enhance the corridor and the economic viability of the privately owned land at the same time.
- Create a development stakeholders committee responsible for developing specific development guidelines that outline realistic site development requirements that benefit both the community and the developer.
- Create and overlay district that outlines specific development requirements. Including but not limited to building square footage and height, building to site relationship, streetscape, pedestrian systems, signage and landscape.
- Finalize transportation network planning and officially adopt a planned network of roadways that supports the development objectives outlined herein.
- Fund transportation improvements, such as signalization, arterial collector improvements where appropriate, in order to support the framework for development.

The key to these activities will be to reduce uncertainty and burden on potential devel-

opers and to create a planning and administrative framework that supports the desired type and scale of development while also producing successful tax generating activities. It should go without saying that the supporting activities will also make private investment more economically viable.

Initial Development Goals

Finding an appropriate development partner will be critical to the successful development of the corridor. During the development process it will be important to phase or stage the development in a way that generates interest, potential synergy with future land uses and initial income. Objectives of a phase one project may include;

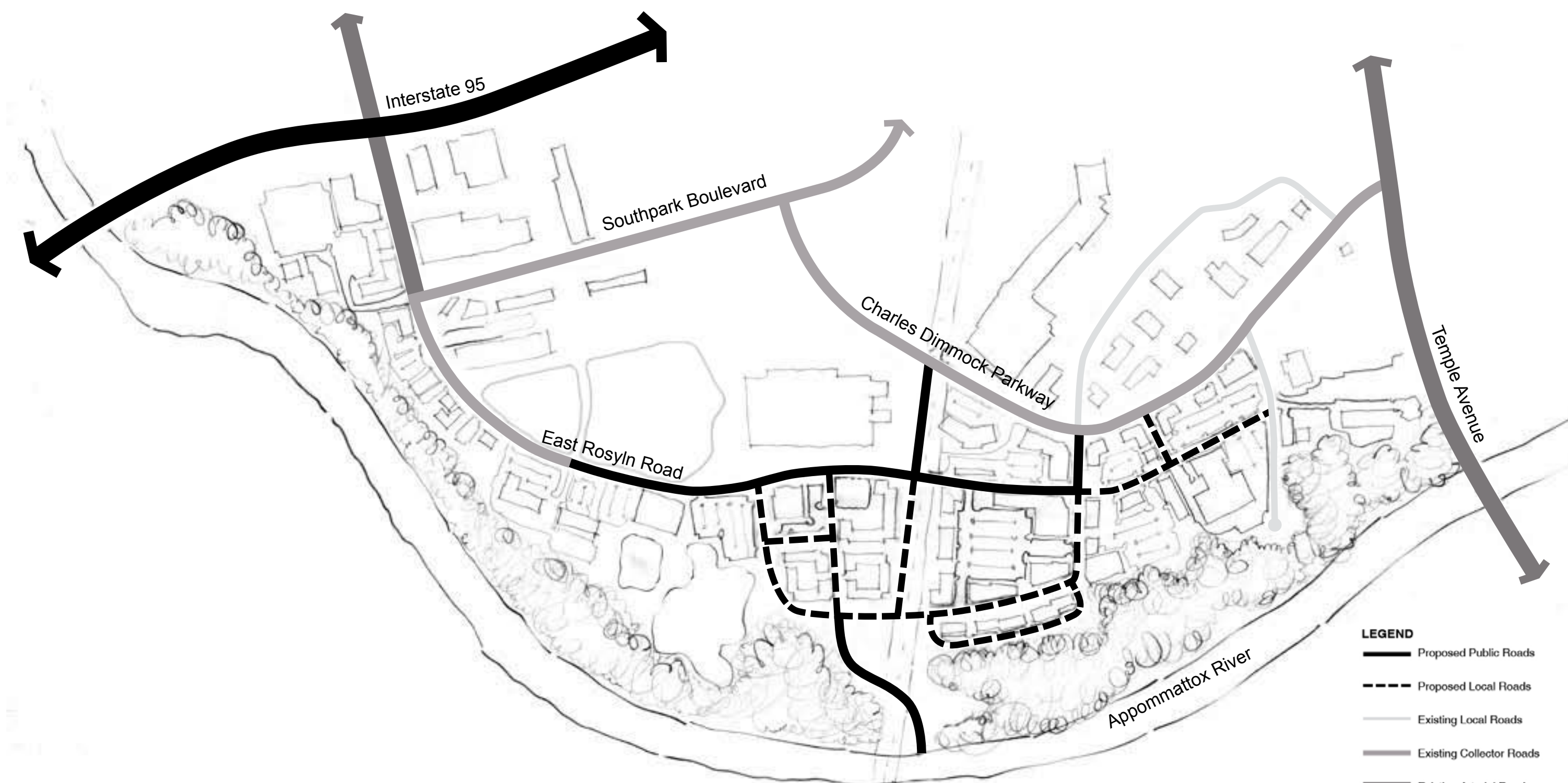
- Create visibility and continuity along Charles H. Dimmock Parkway
- Create enough depth of development to draw folks into the interior of the site.
- Implement fundamental road infrastructure including main intersection and access roads.
- Make inter parcel connections to adjacent properties.
- Highlight and connect to amenities such as the river front park.

Addressing Sales Leakage

The City needs to develop innovative strategies, as part of a larger, long-term planning process (e.g., a comprehensive plan) to increase the community's, and the regions, retail sales performance. General recommendations for creating a successful commercial business environment include:

- Differentiating the site's retail offerings from those offered elsewhere.
- Encouraging commercial uses that are compatible with mixed-use or multi-use development.
- Capitalizing on access to the Appomattox River recreational corridor.
- Creating a restaurant cluster.
- Creating a specialized business cluster that taps into local skill sets and creates a local distinctiveness.

Appendices



- LEGEND**
- Proposed Public Roads
 - Proposed Local Roads
 - Existing Local Roads
 - Existing Collector Roads
 - Existing Arterial Roads
 - Existing Freeways

Figure 7: Road Hierarchy

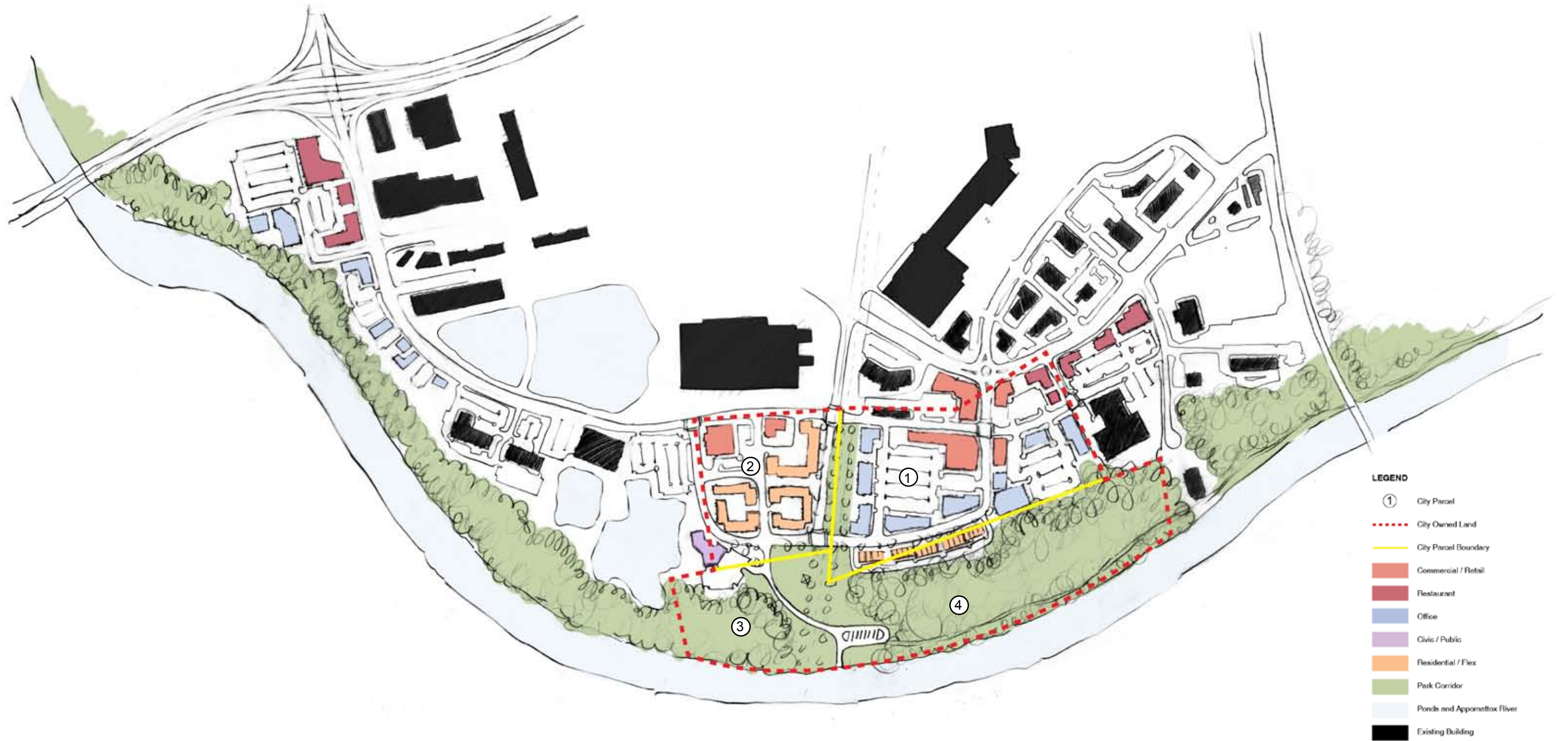


Figure 9: Corridor Concept Plan

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Appomattox River corridor mixed-use development site

ASSIGNMENT

The City of Colonial Heights is interested in exploring potential demand for a mixed-use development on approximately 100 acres of land that is currently vacant or in transitional use. The study site is bounded roughly by Temple Avenue and I-95 and is clustered around the Charles Dimmock Parkway and East Roslyn Road, stretching east to the Appomattox River. The study site is near Southpark Mall and is heavily commercial in nature, with over 2 million square feet of developed space, including Wal-Mart and Target stores and scores of other national retail chains, some industries, medical offices, and a range of other commercial uses.

Our assignment, as part of the initial planning process for this site, is to identify the economic viability of various potential commercial uses that might be part of a mixed-use development here and to suggest strategies, tools, and resources for the commercial components of successful mixed-use development in the study site.

DEMOGRAPHICS

The population of the region surrounding the study site has been growing for the past two decades. Colonial Heights has added an average of 92.6 new residents (approximately 36 households, at Dinwiddie County's average household size of 2.58 people), translating into a scant \$800,000 in new demand for retail goods and services and restaurant meals – a modest amount that is not sufficient to warrant significant new commercial development as part of a mixed-use development project at the study site.

Things look somewhat more promising when looking at projected population growth for the larger region, however. The combined jurisdictions within the region (Colonial Heights, Hopewell, Petersburg, Chesterfield County, Dinwiddie County, and Prince George County) have added an average of 5,730 new residents, or about 2,220, new households annually since 1990, translating into about \$49.9 million in new retail and restaurant demand. The area is expected to grow over the next several decades, as well. According to population projections by the Virginia Employment Commission, Chesterfield, Dinwiddie, and Prince George Counties are expected to add 67,726 new residents by 2020, or approximately 26,250 new households. This will bring about \$591 million in new annual retail buying power to the six-jurisdiction region within ten years. The Virginia Employment Commission predicts the region will grow by an additional 72,600 residents between 2020-2030, translating into approximately \$633 million in additional annual retail buying power.

Jurisdiction	1990	2000	2009	% change, 1990-2009	Annualized
Colonial Heights	16,064	16,897	17,823	10.9%	0.6%
Hopewell	23,101	22,354	23,123	0.1%	0.01%
Petersburg	38,386	33,740	32,986	-14.1%	-0.74%
Chesterfield Co.	209,274	259,903	306,670	46.5%	2.4%
Dinwiddie Co.	20,960	24,533	26,338	25.7%	1.4%
Prince George Co.	27,394	33,047	37,116	35.5%	1.9%
Total area	335,179	390,474	444,056	32.5%	1.7%

Table 1: Population changes in Colonial Heights and nearby jurisdictions between 1990-2009 (*Sources:* American Community Service, CLUE Group)

County	2010	2020	2030
Chesterfield	318,810	372,532	430,266
Dinwiddie	28,874	33,075	37,563
Prince George	43,258	53,061	63,420
Total area	390,942	458,668	531,249

Table 2: Projected population changes in Chesterfield, Dinwiddie, and Prince George Counties, 2010-2030 (*Sources:* Virginia Employment Commission, CLUE Group)

These sound like large numbers – and this suggests that it might, in fact, be possible to develop a mixed-use complex on the study site, supporting somewhere between 50,000-100,000 square feet of retail space, restaurants, and offices¹. But, when anticipating how much of this anticipated new retail demand might realistically be captured by new retail businesses, restaurants, and other commercial entities at the study site – a very small, discrete area within the six-jurisdiction region – there are many other factors that might influence the success or failure of new mixed-use development here, from the ability to orient housing towards the river and away from the commercial corridor to the ability to find a unique demographic niche to whom such development might be advantageous and appealing.

BUSINESS COMPOSITION

According to Polk City Directories, there are currently 394 business entities within a one-mile radius of the Wal-Mart Supercenter (671 Southpark Boulevard) and 1,305 business entities within a two-mile radius. Of the businesses within one mile of the Wal-Mart Supercenter, roughly one-third are retail businesses (and many of these are contained within the Southpark Mall). Restaurants, medical services, and automotive services also comprise relatively significant percentages of the corridor's commercial composition.

¹ This assumes a density of 10-12 housing units per acre x 100 acres, or 1000 housing units; per-household average annual retail and restaurant demand of \$18,000-22,500; and gross retail and restaurant sales of \$175-\$350/square foot.

Category	Percent
Accommodations	0.5%
Administrative	0.5%
Automotive	7.4%
Banking and insurance	4.5%
Construction	5.5%
Education	1.3%
Entertainment	1.1%
Food stores	1.8%
Government	1.1%
Industry	2.6%
Information and media	0.5%
Medical	12.1%
Nonprofit	2.6%
Personal services	7.4%
Professional, scientific and technical services	1.6%
Real estate sales and leasing	2.1%
Restaurants	12.7%
Retail	31.1%
Transportation and warehousing	2.6%
Utilities	0.8%

Table 3: Distribution of commercial uses within one mile of the Wal-Mart Supercenter on Southpark Boulevard
(Sources: Polk City Directories, CLUE Group)

SALES VOID ANALYSIS

Using data from ESRI, we compared the buying power of Colonial Heights residents (the amount of money Colonial Heights residents are likely to spend annually on retail goods and services, based on their household demographic characteristics) with the volume of retail sales being captured by Colonial Heights businesses. The difference in sales demand and sales supply provides important (but not conclusive) information about retail categories in which the community and region might be able to support additional sales (either by boosting the sales of existing businesses or by adding new businesses). We then conducted an identical sales void analysis for the six-jurisdiction area from which it is conceivable that the current commercial corridor, and future businesses in a mixed-use development at the study site, might draw secondary shoppers: the cities of Colonial Heights, Hopewell, and Petersburg, and Chesterfield, Dinwiddie, and Prince George Counties.

We found that Colonial Heights is experiencing retail sales surpluses in all major retail categories except one (motor vehicles and parts dealers), resulting in an overall surplus of approximately \$192 million. The six-jurisdiction region, however, is experiencing retail sales *leakages* in most categories, totaling approximately \$178 million and offsetting much of Colonial Heights's surpluses.

NAICS	Category	Supply	Demand	Void
441	Motor vehicles + parts dealers	\$ 31,927,000	\$ 40,664,000	\$ 8,706,000
442	Furniture + home furnishings	9,951,000	5,251,000	4,700,000
4431	Electronics + appliance stores	11,738,000	4,647,000	7,091,000
444	Bldg materials, garden equip. + supply stores	13,588,000	6,524,000	7,064,000
445	Food + beverage stores	44,989,000	34,613,000	10,376,000
4461	Health + personal care stores	11,256,000	7,510,000	3,746,000
4471	Gasoline stations	35,961,000	31,015,000	4,946,000
448	Clothing + clothing accessories stores	38,126,000	6,473,000	31,653,000
451	Sporting goods, hobby, book + music stores	8,837,000	2,774,000	6,063,000
452	General merchandise stores	129,014,000	26,167,000	102,847,000
453	Misc. store retailers	7,480,000	3,759,000	3,721,000
454	Nonstore retailers	-	-	-
722	Food services + drinking places	44,273,000	25,987,000	18,286,000
		387,140,000	195,384,000	191,756,000

Table 4: Retail sales supply, demand, and voids in Colonial Heights (*Sources:* ESRI, CLUE Group)

NAICS	Category	Supply	Demand	Void
441	Motor vehicles + parts dealers	\$ 885,920,000	1,034,450,000	\$ 148,530,000
442	Furniture + home furnishings	86,945,000	142,651,000	55,706,000
4431	Electronics + appliance stores	103,878,000	112,152,000	8,274,000
444	Bldg materials, garden equip. + supply stores	186,006,000	188,084,000	2,078,000
445	Food + beverage stores	738,990,000	829,444,000	90,454,000
4461	Health + personal care stores	120,036,000	175,196,000	55,160,000
4471	Gasoline stations	963,992,000	760,129,000	203,863,000
448	Clothing + clothing accessories stores	149,846,000	163,786,000	13,940,000
451	Sporting goods, hobby, book + music stores	101,838,000	81,986,000	19,853,000
452	General merchandise stores	707,787,000	545,825,000	161,962,000
453	Misc. store retailers	62,345,000	89,382,000	27,037,000
454	Nonstore retailers	40,363,000	84,959,000	44,596,000
722	Food services + drinking places	551,317,000	669,688,000	118,371,000
		4,699,263,000	4,877,732,000	178,469,000

Table 5: Retail sales supply, demand, and voids in the Cities of Colonial Heights, Hopewell, and Petersburg, and in Chesterfield, Dinwiddie, and Prince George Counties (*Sources:* ESRI, CLUE Group)

While there are undoubtedly other consumers and market segments influencing the local and regional retail market (e.g., the influence of I-95 commuters who buy occasional goods and services from the corridor's businesses; online shopping by Colonial Heights and regional residents that results in sales dollars leaving the region entirely; purchases made by Fort Lee

personnel in the installation's post exchange, rather than in area stores), the relatively small gap between Colonial Heights's surplus and the six-jurisdiction region's leakage strongly suggest little demand for new retail goods and services in Colonial Heights and the region. At the same time, the strong surpluses Colonial Heights is experiencing suggest that it is functioning as a regional retail trade center which, in turn, suggests that it might be better suited to host new mixed-use development than many nearby jurisdictions.

OBSERVATIONS

- While there is little unmet demand for new retail stores or restaurants in Colonial Heights at the moment, demand will likely grow as the population grows. And, Colonial Heights already appears to serve as a regional trade center – so, while the immediate retail market area has a significant retail sales surplus, it is possible that, in spite of the surplus, a mixed-use development at the study site could support some amount of retail, restaurant, and/or other commercial space.
- The site's close proximity to a high concentration of national retail chains, including Wal-Mart and Target, is a potential deterrent to mixed-income and market-rate housing – but this might be mitigated by its proximity to the Appomattox River, Roslyn Landing Park, and the recreational opportunities they might provide offers potential.
- While Fort Lee is growing, a survey conducted by the Army of more than 1,000 installation personnel in 2009 suggests that Fort Lee personnel increasingly shop on the installation or online.
- The heavily commercial nature of the site's western edge could create some logistical and marketing challenges for mixed-use development here. The loading requirements of some of the corridor's retail businesses (particularly of big-box stores and restaurants), for example, might bring heavy trucks into close proximity with the mixed-use development's residences, making them less desirable units than others available within the market area.
- The presence of the Appomattox River and recent acceleration of riverfront-related conservation and recreation activities could make the study site an attractive residential for regional residents seeking recreational opportunities.
- A number of variables are likely to influence the ideal type, size, amount, price points, management, ownership, business hours, infrastructure needs, of the commercial development that might be incorporated into a mixed-use development at the study site. These include:
 - The mixed-use development's design and siting – and, in particular, the extent to which its siting relates to the Appomattox River and related open space and recreational opportunities or to the nearby commercial corridor
 - The demographic and psychographic characteristics of the likely residents of the mixed-use development and the extent to which their routine retail and dining

needs and preferences are likely to be met by existing businesses along the nearby commercial corridor or are likely *not* to be met by existing businesses

- The extent to which commercial entities in the mixed-use development rely on the development's residents for sales or rely on shoppers visiting from farther away – and, if the latter, the extent to which attracting non-resident shoppers might affect parking and other infrastructure needs
- The commercial rent levels needed in order for the mixed-use development to meet its bottom line

GENERAL RECOMMENDATIONS

It appears likely, given anticipated population growth and Colonial Heights's current role as a regional trade center, that sufficient market demand may exist to support 50,000-100,000 square feet of retail, residential and/or other commercial space as part of a mixed-use development at the study site. However, it will likely be important to differentiate the commercial goods and services available at the study site, and the overall experience of shopping and/or dining there, from other commercial offerings available within the region.

Also, architectural design and site design are strong determinants of the success or failure of a mixed-use development. Mixed-use developments that integrate commercial, office, residential and other uses into each block, with careful thought given to creating pedestrian spaces, scaling streets and sidewalks for safe and engaging interaction, and to buffering quiet areas from noisy ones are almost universally more successful than those with single-use blocks, with sharp or impermeable transitions between uses, and with inadequate transitions between noisier, high-vehicular-traffic areas and quieter, low-vehicular-traffic areas. It will likely be important that a mixed-use development at the study site provide an adequate buffer from the high-traffic commercial corridor nearby.

DISCLAIMER

As is true of all demographic, economic and market studies, our analysis's reliability is limited to the reliability and quality of the data available. Our research assumes that all data made available by federal, state, county, and city sources is accurate and reliable. For this assignment, there are several specific limitations worth mentioning:

First, because our analysis has been conducted in the middle of the decade, between the 2000 and 2010 US Censuses, population data is not quite as current as it would be if this analysis were conducted early in the decade, when population data is new. We have relied on mid-Census projections by the US Census Bureau, the US Bureau of Economic Analysis, the US Bureau of Labor Statistics, the Virginia Employment Commission, ESRI, and our own estimates of population and retail sales changes in the areas included in this analysis.

Second, the retail market catchment areas of shopping districts are not confined to the boundaries of political jurisdictions. We have therefore had to make estimates based on

reasonable assumptions about the market catchment area of various commercial centers in Colonial Heights and vicinity.

Third, retail market analysis and derivative business development plans provide important guidance on how the area's commercial centers should, theoretically, be able to perform and on the sales and rent levels businesses should be able to achieve. However, a number of factors affect the actual performance of retail businesses and commercial centers, including the skills of the business operator, level of business capitalization, quality of the physical environment, changes in overall economic conditions, and numerous other factors. The CLUE Group is not responsible for the success or failure of businesses within the area studied for this assignment as a result of the information the CLUE Group provides and the recommendations it makes.

Given these limitations, our report reflects what we believe are reasonable estimates of historic trends, current conditions, and future possibilities.

Appomattox River corridor mixed-use development site: *SUPPLEMENT*

ASSIGNMENT

The City of Colonial Heights is interested in exploring potential demand for a mixed-use development on a roughly 100-acre parcel of land near the Southpark Mall, stretching east to the Appomattox River.

In earlier research, we examined retail supply and demand in Colonial Heights and five nearby jurisdictions (Hopewell, Petersburg, Chesterfield County, Dinwiddie County, and Prince George County). We found that Colonial Heights experienced a significant retail sales surplus of approximately \$191.8 million in 2010 in most retail categories (meaning that businesses in Colonial Heights are attracting more retail sales dollars than Colonial Heights residents alone are likely to be making). We also found that the combined six-jurisdiction area experienced an overall sales *leakage* of approximately \$178.5 million.

In this supplemental memo, we have summarized additional retail market demand that might be generated if a new mixed-use development at the study site were able to attract shoppers from four additional counties: Brunswick, Greenville, Surry, and Sussex.

POPULATION CHANGE

As is the case in the six-jurisdiction area we originally examined, the population of the additional four nearby counties has also grown over the past two decades, increasing by an average of 1.0 percent annually since 1990 [Tables 1-3].

Jurisdiction	1990	2000	2009	% change, 1990-2009	Annualized
Colonial Heights	16,064	16,897	17,823	10.9%	0.6%
Hopewell	23,101	22,354	23,123	0.1%	0.01%
Petersburg	38,386	33,740	32,986	-14.1%	-0.74%
Chesterfield Co.	209,274	259,903	306,670	46.5%	2.4%
Dinwiddie Co.	20,960	24,533	26,338	25.7%	1.4%
Prince George Co.	27,394	33,047	37,116	35.5%	1.9%
Total area	335,179	390,474	444,056	32.5%	1.7%

Table 1: Population changes between 1990-2009 in the initial six jurisdictions reviewed for this study (*Sources:* American Community Service, CLUE Group)

Jurisdiction	1990	2000	2009	% change, 1990-2009	Annualized
Brunswick Co.	15,987	18,419	17,514	9.6%	0.5%
Greenville Co.	8,853	11,560	12,049	36.1%	1.9%
Surry Co.	6,145	6,829	7,088	15.3%	0.8%
Sussex Co.	10,248	12,504	12,116	18.2%	1.0%
	41,233	49,312	48,767	18.3%	1.0%

Table 2: Population changes between 1990-2009 in the additional four jurisdictions reviewed for this study (Sources: American Community Service, CLUE Group)

Jurisdiction	1990	2000	2009	% change, 1990-2009	Annualized
All 10 jurisdictions	376,412	439,786	492,823	30.9%	1.6%

Table 3: Population changes between 1990-2009 in the ten jurisdictions reviewed for this study, combined (Sources: American Community Service, CLUE Group)

As a community's population grows, its need for retail goods and services grows, as well. Should the ten-jurisdiction area's population continue to grow at its average annual rate, it will add approximately 7,885 new residents annually, representing approximately 3,056 households (at the regional average of 2.58 persons per household). At current-year levels, these new households would bring approximately \$67 million in new demand for retail goods and services to the ten jurisdictions.

\$67 million sounds like a significant amount of new retail demand – but, spread among ten jurisdictions and scores of commercial districts and shopping centers, it doesn't go far. It is likely that about 15-20 percent of this demand will be diverted to online stores and that some percentage will be diverted to other communities – in all, likely reducing the \$67 in annual new demand by about 20-25 percent, to approximately \$50-\$53 million. If each of the ten jurisdictions being examined in this study has an average of only 10 commercial districts or shopping centers each (and most of the ten have more than this), it would mean that each would absorb an average of about \$500,000 each, and most of this could likely be absorbed by existing businesses (by adding new product lines, for example, or by offering additional distribution channels, such as by making deliveries or creating online storefronts).

It is worth noting that the population of Colonial Heights has grown at an average annual rate of 0.6 percent over the past two decades – less than half of that of the ten jurisdictions together – and that the approximately 36 households it has been adding annually are generating only about \$800,000 in new demand for retail goods and services.

SALES VOID ANALYSIS

In our earlier research, we examined the supply and demand for retail goods and services in Colonial Heights, Hopewell, Petersburg, Chesterfield County, Dinwiddie County, and Prince George County [Table 4]. For this supplemental research, we have also examined the supply and

demand for retail goods and services in Brunswick, Greenville, Surry, and Sussex Counties [Table 5].

NAICS	Category	Supply	Demand	Void
441	Motor vehicles + parts dealers	\$6,678,000	71,766,000	65,088,000
442	Furniture + home furnishings	1,997,000	7,241,000	5,244,000
4431	Electronics + appliance stores	466,000	6,802,000	6,336,000
444	Bldg materials, garden equip. + supply stores	2,070,000	11,013,000	8,943,000
445	Food + beverage stores	12,083,000	43,137,000	31,054,000
4461	Health + personal care stores	890,000	6,873,000	5,983,000
4471	Gasoline stations	78,650,000	79,280,000	630,000
448	Clothing + clothing accessories stores	576,000	9,304,000	8,728,000
451	Sporting goods, hobby, book + music stores	285,000	237,000	48,000
452	General merchandise stores	15,288,000	57,652,000	42,364,000
453	Misc. store retailers	715,000	6,283,000	5,568,000
454	Nonstore retailers	6,661,000	3,433,000	3,228,000
722	Food services + drinking places	8,964,000	28,653,000	19,689,000
		135,323,000	331,674,000	196,351,000

Table 4: Retail sales supply, demand, and voids in Brunswick, Greenville, Surry, and Sussex Counties (Sources: ESRI, CLUE Group)

NAICS	Category	Supply	Demand	Void
441	Motor vehicles + parts dealers	\$ 892,598,000	1,106,216,000	213,618,000
442	Furniture + home furnishings	88,942,000	149,892,000	60,950,000
4431	Electronics + appliance stores	104,344,000	118,954,000	14,610,000
444	Bldg materials, garden equip. + supply stores	188,076,000	199,097,000	11,021,000
445	Food + beverage stores	751,073,000	872,581,000	121,508,000
4461	Health + personal care stores	120,926,000	182,069,000	61,143,000
4471	Gasoline stations	1,042,642,000	839,409,000	203,233,000
448	Clothing + clothing accessories stores	150,422,000	173,090,000	22,668,000
451	Sporting goods, hobby, book + music stores	102,123,000	82,223,000	19,900,000
452	General merchandise stores	723,075,000	603,477,000	119,598,000
453	Misc. store retailers	63,060,000	95,665,000	32,605,000
454	Nonstore retailers	47,024,000	88,392,000	41,368,000
722	Food services + drinking places	560,281,000	698,341,000	138,060,000
		4,834,586,000	5,209,406,000	374,820,000

Table 5: Retail sales supply, demand, and voids in all ten jurisdictions combined – the cities of Colonial Heights, Hopewell, and Petersburg, and Brunswick, Chesterfield, Dinwiddie, Greenville, Prince George, Surry, and Sussex Counties (Sources: ESRI, CLUE Group)

We found that, in most retail categories, these four counties are experiencing sales voids – meaning that they are capturing fewer retail sales dollars than their residents are likely spending. There are only two categories in which retail sales being captured by these four counties’ businesses exceeds the retail demand generated by these counties’ residents: a statistically negligible surplus in the “sporting goods, hobby, book and music stores” category, and a sizable surplus in the “nonstore retailers” category. Nonstore retailers include online stores, mail-order stores, online auction sales, door-to-door sales, vending machine sales, fuel oil dealers, food carts, and temporary produce stands and flea markets.

We then combined the sales voids from the six original jurisdictions we examined with those of the four additional jurisdictions. We found a combined sales leakage of approximately \$374.8 million, with the most significant leakages in the categories of motor vehicles and parts dealers (\$213.6 million), food and beverage stores (\$121.5 million), and food services and drinking places (\$138.0 million).

But, we also found that they have significant retail sales *surpluses* in three categories: gasoline stations; sporting goods, hobby, book and music stores; and general merchandise stores (such as Wal-Mart, Kmart, and Dollar General). A surplus in the “general merchandise stores” category, when accompanied by leakages in categories such as furniture and home furnishings stores, electronics and appliance stores, and clothing and clothing accessories stores, is typical - and usually diagnostic - of a commercial environment in which big-box retail stores have displaced sales from smaller retail stores. In fact, it is very likely that the substantial sales surplus the four counties are experiencing in this category accounts for much of the four counties’ leakages in these and other categories (including food and beverage stores), diminishing the possibility of developing a new cluster of businesses in these “saturated” categories.

RECOMMENDATIONS

Expanding the study area to include Brunswick, Greenville, Surry, and Sussex Counties does, in fact, add a considerable amount of unmet retail market demand to the theoretical pool from which the study site might attract customers. But, if the types of businesses developed at the study site are essentially the same as the types of businesses available elsewhere within the ten-jurisdiction region, it is unlikely that the study site would succeed in attracting customers from this expanded market area.

Reilly’s Law of Retail Gravitation, which has been used to predict shopping patterns for commercial centers for almost a century, mathematically expresses (in the form of a ratio or ‘pull factor’) the tendency for people to shop in communities that are closer and/or larger, assuming the products offered by two commercial centers are essentially the same. So, for example, someone who lives half-way between Colonial Heights and Hopewell would be more likely to shop at an Autozone store in Hopewell than at an Autozone store in Colonial Heights because Hopewell is larger than Colonial Heights – and Hopewell’s retail “gravity” would extend some distance beyond Hopewell. Because the products and services offered by a national retail chain store in one community are essentially identical to the products and services offered by that same chain in another community, it will be critical for the City of Colonial Heights to differentiate the types of businesses it recruits or develops for the subject site from those within

the ten-jurisdiction region *if it wants to, or needs to, attract customers from the entire ten-jurisdiction region.*

Our original findings are therefore unchanged by the inclusion of Brunswick, Greenville, Surry, and Sussex Counties in the market area from which new development at the study site might attract customers. Our major recommendations remain (1) to differentiate the study site's retail offerings from those available elsewhere within the region will be essential; (2) to develop commercial uses that are compatible with the housing and office components inherent to mixed-use development; and (3) to capitalize on the site's access to the Appomattox River and the conservation and recreation opportunities it provides.

We believe the best chances for creating a successful new commercial concentration at the study site would be through one of the following two approaches:

- Creating a restaurant cluster: There appears to be considerable sales leakage in this category in both the original six jurisdictions we examined for this assignment and also in the additional four counties. Although Colonial Heights itself has a surplus in this category, the surplus is not large – and given the amount of traffic passing through the community, not unexpected. This is a niche that would be largely immune to sales displacement from the region's big-box retailers, and one that would both support a mixed-use development's offices and residences and that would also be appealing to some of the people traveling through Colonial Heights along I-95, Charles Dimmock Parkway/East Roslyn Road, or another major artery.
- Create a specialized business cluster whose sales are not dependent on local or regional clusters: The businesses that give a community true market distinctiveness are rarely national retail chains, or concentrations of national retail chains. Instead, they are businesses with a foot in both camps, so to speak – attracting some regional sales, but also attracting a national or even global clientele through web-based sales, wholesale sales, or other distribution channels. Some examples:
 - William Rees, who makes concert and Celtic harps, works out of a storefront in downtown Rising Sun, Indiana. The business's customers are primarily global, but its presence in downtown Rising Sun attracts tourists interested in learning about how harps are made.
 - A global ship salvage company orchestrates the disassembly and recycling of ships throughout the world from its upstairs office in downtown Puyallup, Washington, salvaging and selling compasses and other fine instruments from a popular downtown storefront.

Businesses like these tap into local skill sets and provide valuable market distinctiveness to a community – but are essentially independent of local market demand and therefore do not have the market capture, highway visibility, or parking demands of national chain retailers.

DISCLAIMER

As is true of all demographic, economic and market studies, our analysis's reliability is limited to the reliability and quality of the data available. Our research assumes that all data made available by federal, state, county, and city sources is accurate and reliable. For this assignment, there are several specific limitations worth mentioning:

First, because our analysis has been conducted before the release of 2010 US Census data, population data is not quite as current as it would be if this analysis were conducted early in the decade, when population data is new. We have therefore relied on mid-Census updates and projections by the US Census Bureau, the US Bureau of Economic Analysis, the US Bureau of Labor Statistics, the Virginia Employment Commission, ESRI, and our own estimates of population and retail sales changes in the areas included in this analysis.

Second, the retail market catchment areas of shopping districts are not confined to the boundaries of political jurisdictions. We have therefore had to make estimates based on reasonable assumptions about the market catchment area of various commercial centers in Colonial Heights and vicinity.

Third, retail market analysis and derivative business development plans provide important guidance on how the area's commercial centers should, theoretically, be able to perform and on the sales and rent levels businesses should be able to achieve. However, a number of factors affect the actual performance of retail businesses and commercial centers, including the skills of the business operator, level of business capitalization, quality of the physical environment, changes in overall economic conditions, and numerous other factors. The CLUE Group is not responsible for the success or failure of businesses within the area studied for this assignment as a result of the information the CLUE Group provides and the recommendations it makes.

Given these limitations, our report reflects what we believe are reasonable estimates of historic trends, current conditions, and future possibilities.

City of Colonial Heights, VA Environmental Status Summary

former Landfill Site- off of Charles Dimmock Parkway

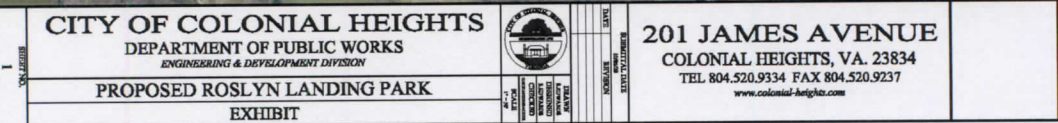
- 1. The entire site should be looked at as 3 parcels**
- 2. Parcel 1- the original 19.829 acres-**
 - This site is formerly an unpermitted solid waste management facility that has been closed and cleaned up under the Virginia Department of Environmental Quality's (VDEQ) Voluntary Remediation Program (VRP)
 - DEQ has issued a "certification of satisfactory completion of remediation" indicating that the remediation has been satisfactorily completed; this certification provides assurance that the remediated site will not later become the subject of a VDEQ enforcement action unless new [contamination] issues are discovered.
 - Conditions of the issuance of the VRP certification are restrictive covenants that: (1) prohibit use of groundwater except for environmental monitoring; (2) prohibit use of the site for residential purposes or for children's facilities, schools and playgrounds; and (3) require gas and groundwater sampling according to a Post Closure Plan
 - The Voluntary Remediation Report and a preliminary geotechnical report describing subsurface conditions and grading estimates for an assumed retail development are available for review at the offices of Public Works Engineering, 201 James Avenue, Colonial Heights, VA 23834
 - Subject to city zoning requirements, commercial uses of the property are allowed
 - Other nearby encumbrances of the parcel include an animal control facility, radio antenna tower and gas transmission lines in a 100' wide easement
 - There are about 16 usable acres of land on this parcel
- 3. Parcel 2 is 14.460 acres , located directly behind Wal-Mart**
 - Solid waste removed during remediation of parcel 1 were relocated to this site
 - There are about 38,000 cubic yards of solid waste stockpiled on this site
 - The estimated cost to move these materials to another location on the parcels is \$500 to \$1 million subject to meeting all requirements of the Virginia Solid Waste Management Regulations
 - If they were to be moved off-site the cost would be significantly greater

4. Parcel 3 is approximately 9.7 acres and is directly east of Parcel 2

- **This is a capped existing solid waste cell**
- **Proposed to be part of 33.572 acre Roslyn Landing Park**

See attached Aerial Photo of Roslyn Landing Park and

**Survey of entire 68 acre+- site area: Plat Showing Subdivision of Parcel 2
Dimmock Parkway East of the lands of The City of Colonial Heights**



CITY OF COLONIAL HEIGHTS
DEPARTMENT OF PUBLIC WORKS
 ENGINEERING & DEVELOPMENT DIVISION
 201 JAMES AVENUE | COLONIAL HEIGHTS, VA. 23054
 TEL. 804.526.9194 FAX 804.526.9237
www.colonialheights.org

DATE	MM/DD	DATE	REVISION
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F&R Project No. J60-0343G

September 12, 2007

City of Colonial Heights
P.O. Box 3401
Colonial Heights, Virginia 23834-9001

Attention: Mr. Larry Melvin

Reference: Grading Cost Estimations
Shops at Colonial Heights
20-Acre Tract - Charles H. Dimmock Parkway
Colonial Heights, Virginia

Dear Mr. Melvin:

The purpose of this letter is to provide you with preliminary grading cost estimates for the above referenced site. The cost estimates are very approximate and are based on only a schematic of a Site Plan dated December 2006 which indicates that two large retail buildings with associated parking areas are to be constructed on the west 2/3 of the 20-acre tract located off Charles H. Dimmock Parkway and our preliminary subsurface exploration submitted under the same project number on August 22, 2007.

Based on the provided Site Plan, it appears that Phase I of the development consists of the construction of a 170,000 square foot anchor-type retail building housing a Kohls, Dick's Sporting Goods Store, and Petco. Phase II of the development involves the construction of a 60,500 square foot retail building. Other than the square footages of the proposed structures, no other information, to include grading or topographic plans or exact building locations, was provided. F&R assumed the building dimensions, foundation type and sizing. Based on the location of the Resource Management Area (RMA), we have estimated that only about 13 of the 20 acres will be developed. Based on the provided Site Plan, it appears that the buildings will cover approximately 5.5 acres and the parking/drives/access roads will cover about 7.5 acres. The Site Plan indicates that minimal landscaping will be provided on this site.

The results of our preliminary subsurface exploration indicated that, on average, approximately 9 feet of apparent fill underlies the footprint of the Phase I building and 8 feet of apparent fill underlies the Phase II building. The following cost estimates assume that an average of 2 feet of existing grade will be cut and replaced with controlled structural fill on both pads in order to

HEADQUARTERS: 3015 DUMBARTON ROAD • BOX 27524 • RICHMOND, VA 23261-7524
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HICKORY, NC • RALEIGH, NC • ROANOKE, VA • STERLING, VA



stabilize the pads for slab support. We are not assuming any undercut for the paved areas for this estimate.

The cost estimates have considered cutting operations with all cut material being recycled on site, as well as the option of hauling fills off site. The pricing used to provide the client with this cost estimate is provided below:

Cut and re-compact fill on site	\$7/cy*
Cut and haul fill off site	\$15/cy*
Haul clean fill from off site and compact on site	\$15/cy*
Excavate foundation and leave spoils on site	\$65/cy*
Excavate foundation and haul spoils off site	\$90/cy*

*Average quotes from local contractors

The following are the approximate cost estimates considering the two options of fill re-compaction/recycling on site vs. disposal off site:

Option 1:

Building Location	Total Cut (cy)	Approximate cost for cut and re-compaction on site @ \$7/cy	Approximate cost for replacement with clean fill from off site @ \$15/cy	Approximate Cost
Phase I (2 foot cut/fill)	12,600	\$90,000	\$190,000	\$280,000

Building Location	Total Cut (cy)	Approximate cost for cut and re-compaction on site @ \$7/cy	Replacement with clean fill from off site @ \$15/cy	Approximate Cost
Phase II (2-foot cut/fill)	4,480	\$34,000	\$67,000	\$101,000

Total Approximate Cost for Option 1	\$381,000
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Option 2:

Building Location	Total Cut (cy)	Approximate cost for cut and disposal off site @ \$15/cy	Approximate cost for replacement with clean fill from off site @ \$15/cy	Approximate Total Cost
Phase I (2 foot cut/fill)	12,600	\$190,000	\$190,000	\$380,000

Building Location	Total Cut (cy)	Approximate cost for cut and disposal off site @ \$15/cy	Approximate cost for replacement with clean fill from off site @ \$15/cy	Approximate Total Cost
Phase II (2 foot cut/fill)	4,480	\$67,000	\$67,000	\$134,000

Total Approximate Cost for Option 2	\$514,000
-------------------------------------	-----------

The costs detailed above are based on an average of 2 feet of undercut across the building pads. If the undercut depths vary, the cost for undercut would change accordingly. These estimates do not include any costs associated with undercutting foundations. The depth of undercutting of the foundations will be dependent on the actual depth and condition of the fill and the size of the foundations.

Although we've assumed that no cutting will be performed in the paved areas, if an average of 0.5 feet of undercut is performed over the estimated 7.5 acres of proposed paved areas, the cost of that grading phase should be estimated at approximately an additional \$45,000 (6,050 cy @ \$7/cy).

We have enjoyed working with you on this project. Please contact us if you have any questions regarding this preliminary report or if we may be of further service.

Sincerely,
FROEHLING & ROBERTSON, INC.

Anna M. Kotas, P.E.
Geotechnical Engineer

Ross R. Deaver, P.E.
Branch Manager, Richmond

**Central Virginia Waste Management Authority
Request For Proposals (RFP)**

Colonial Heights Municipal Solid Waste (MSW) Collection Services

Proposed Contract CVWMA RFP 11-49

Issue Date: August 19, 2011

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227**

**RFP DOCUMENTS
TABLE OF CONTENTS
FOR
COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

<u>Section Title</u>	<u>Section Number</u>
Invitation to Respond	1
Introduction	2
Instructions to Offerors	3
Proposal Content and Evaluation	4
Scope of Services	5
General Contract Terms and Conditions	6
Required Forms	7
Offeror's Submittal Checklist	8

SECTION 1

INVITATION TO RESPOND

REQUEST FOR PROPOSALS 11-49 PURSUANT TO CODE OF VIRGINIA, TITLE 2.2, CHAPTER 43 VIRGINIA PUBLIC PROCUREMENT ACT

COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Offerors must submit to the Central Virginia Waste Management Authority (CVWMA) sealed responses ("Response" or "Proposal") to this Request for Proposals, (RFP) for Municipal Solid Waste (MSW) Collection Services to be provided beginning on or about July 1, 2012, by the selected Offeror(s) in the Participating Local Jurisdictions by 2:00 p.m. on September 23, 2011. Responses must be received by the CVWMA at its Administrative Offices located at 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227. An Offeror may be an individual, partnership, corporation, limited company, or other legal entity. Responses will be opened at 2:00 p.m. on September, 23, 2011. Certain other terms are defined in Section 6 of this RFP. Please refer to these definitions while preparing your response. Anything deemed as confidential shall be marked as such pursuant to VA Code Section 2.2-4342.

Offerors should submit proposals for services outlined in Section 5, Scope of Services, for Municipal Solid Waste Collection, including proper disposal of collected MSW, for the City of Colonial Heights; the provision of front end loading containers for collection of MSW and including proper disposal of collected MSW, for specified public facilities in the City of Colonial Heights; and the provision of roll-off containers for collection of MSW and its hauling and disposal from designated sites within the City of Colonial Height.

The CVWMA reserves the right to award a contract for the requested services to the offeror or offerors submitting the most responsive proposal(s) based on the best interests of the CVWMA and its member jurisdictions and the City of Colonial Heights in terms of the overall combination of quality, price and required service elements.

Copies of the RFP will be available Monday through Friday from 9:00 a.m. to 4:00 p.m., beginning, 2011, at the CVWMA's Administrative Offices and on the CVWMA web site, www.CVWMA.com. Interested parties may contact Bernard B. Harris, Director of Operations, [(804) 359-8413; Bharris@CVWMA.com] for further information. As CVWMA, not Colonial Heights, is issuing this RFP all questions should be directed to CVWMA. Under no circumstances should any questions be directed to Colonial Heights.

All Offerors of goods and/or services under the terms of this RFP will be required to provide a performance bond/letter of credit from an approved surety/financial institution. The performance bond/letter of credit required for any contract resulting from this RFP shall be thirty (30) percent of the estimated annual cost to the CVWMA of the goods provided/services performed under the contract. The amount of the required performance bond may be adjusted at each anniversary of

the contract. The value of the performance bond/letter of credit will be determined as a part of the negotiation process of this RFP.

A Pre-Proposal Conference Is Scheduled For Friday, August 26, 2011, at 9:00 a.m. in the CVWMA Conference Room, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227

DRAFT

SECTION 2
INTRODUCTION
COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Introduction

The following sections describe the intent, background, general information, and the evaluation and selection process regarding this request for proposals (RFP) for comprehensive Municipal Solid Waste (MSW) Collection Services in the City of Colonial Heights (City) , VA. This RFP defines the service standards, specifications and proposal requirements of the comprehensive services requested.

2. Statement of Intent

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals from qualified firms for Collection Services to be provided beginning on or about July 1, 2012, by the selected Offeror(s) in the City. Proposals shall include MSW Collection, including proper disposal of collected MSW, for the City; provision and service of front end loading containers for specified public facilities in the City; and hauling and disposal of Municipal Solid Waste from various sites within the City.

CVWMA's intent and the purpose of this RFP are to provide the highest quality Municipal Solid Waste (MSW) Collection and Disposal Services to the City of Colonial Heights. CVWMA intends to select an offeror to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the offeror to perform the required services; the cost to CVWMA and the City; the overall quality of the services proposed; and the ability of the offeror to satisfy all criteria set forth in this RFP. To this end, CVWMA has provided as much information as possible to all prospective offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the offeror to calculate and be responsible for the prices quoted in its proposal.

The CVWMA reserves the right to award a contract to the offeror submitting the most responsive proposal(s) incorporating one or more of the services outlined below based on the best interests of the CVWMA and the City of Colonial Heights in terms of the overall combination of quality, price and required service elements ("best value").

3. Background

The purpose of this section is to familiarize prospective offerors with the current municipal solid waste collection disposal program for the City of Colonial Heights and to provide information not included elsewhere in this Request for Proposals (RFP).

The CVWMA is a political subdivision of the Commonwealth of Virginia formed by 13 local government members: the Cities of Colonial Heights, Hopewell, Richmond, and Petersburg, the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and Prince George and the Town of Ashland. The CVWMA service area covers 2,442 square miles and has a population of 1,104,224 according to the 2010 Weldon Cooper estimates.

The CVWMA is a regional waste and water authority created by member local governments to provide recycling and other solid waste management services in response to requests from the local governments. The governing body of each of these local governments appoints one or more representatives who collectively serve as the CVWMA Board of Directors. The CVWMA is incorporated by the State Corporation Commission under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100 et seq.

Each of the 13 local governments contributes funding to support the operations of the CVWMA. The CVWMA procures and administers various municipal solid waste and recycling programs through contracts with the private sector. Localities select the programs in which they participate and pay for the costs of services for each program in which they participate.

4. Goals and Objectives

The following goals and objectives are established for this RFP:

1. Service:

- a. To provide improved quantity, quality, accountability and management of collection services
- b. To provide improved standardization of collection methods
- c. To utilize available technology to improve service
- d. To consider alternative service options for residents such as smaller service levels, rebates for extended vacations, expanded special collection options (e.g., “walk up” or “garage-side pick up”), large/bulky items pick up and special events (e.g., spring and fall clean up events)

2. Safety:

- a. To improve the safety of streets by reducing trash truck traffic and potential conflicts within neighborhoods.

3. Economic (Price/Cost):

- a. To obtain cost efficient trash collection service for the City and its residents.
- b. To maximize the efficiency in trash collection.
- c. To mitigate impacts on roads and streets and the need for costly road repairs and reconstruction.

4. Environmental and Aesthetics:

- a. To better manage the waste stream and increase recycling

- b. To improve management and control in order to designate that MSW from the City be delivered to the most suitable and cost effective disposal/recovery location.
- c. To reduce the amount of resources required for trash collection operations.
- d. To reduce the amount of pollutants, including odor and dust, emitted into the atmosphere.
- e. To reduce trash truck traffic and its associated noise, odor and dust.
- f. To provide cleaner and better looking streets and neighborhoods.

5. Planning and Control Process:

- a. To efficiently manage a planning and control process to achieve the above stated goals.
- b. To encourage participation of all interested parties in the planning and control process.

5. Summary Scope of Services

The proposed contract services specified in this RFP are to be provided in a manner similar to the existing collection service. Collection is currently performed citywide on Wednesday of each week. The CVWMA encourages Offerors to submit the “best value” proposal possible to continue this day-certain service, which is preferred although multi-day collection proposals will not be automatically disqualified.

The total number of Residential or Equivalent Residential Units (ERU) in Colonial Heights that would be served under a contract from this RFP is estimated to be as follows:

	Number of Units
City of Colonial Heights	6,400

In addition, the number of litter receptacles and the number of public facilities in Colonial Heights where containerized Municipal Solid Waste Collection is provided are as follows:

	Number of Litter Baskets	Number of Facilities
City of Colonial Heights	12	12

Colonial Heights also currently has a 40 cubic yard open top container at the Recycling Center and one at the Public Works department for the collection of Municipal Solid Waste which must also be serviced by this contract.

6. Base Minimum Requirements Specified in Section 5 of this RFP

Base proposals to provide MSW collection services shall conform to the general and specific requirements in Section 5 of this RFP.

7. Alternate Proposals

Alternate proposals may be submitted in addition to the base proposal, but the exception(s) to the base requirements must be clearly specified and price differentials made explicit. Price differentials should be included in a separate Form – Price Worksheet labeled clearly as the proposer’s “Alternate Proposal”.

Only minor exceptions to the base requirements will be considered as eligible alternates.

For example, proposers may submit alternate proposals that provide:

- ◆ An alternate method of managing/financing trash carts. Major changes to the base specifications will not be considered eligible. For example, the following exceptions to the base requirements shall be deemed by the City as nonresponsive and will not be considered:
 - ◆ Change in the term of the contract;
 - ◆ Contractor relinquishes ownership of carts; or
 - ◆ Restructuring of the Form - Price Worksheet (e.g., combining line items that are itemized separately in the base collection fee).

8. Value Added Proposals

Offerors are encouraged to submit their best proposal possible. Added services that are directly responsive to the base requirements may not require alternate proposals and exceptions to the base requirements if provided at no additional cost to residents or the City. “Value added” services may be considered eligible and reviewed favorably under the services and/or price evaluation criteria (i.e., awarded additional points by the proposal evaluation committee). However, these value added services and/or the costs for providing such services will not be the determining factor in CVWMA’s analysis of the proposals. Examples of value added services could include, but are not limited to:

- ◆ Automated collection service;
- ◆ Alternative, more efficient means of collecting and recovering special items (for example, bulky items)
- ◆ Subcontracting of cart inventory, maintenance and replacement;
- ◆ Future implementation of Pay As You Throw pricing schedule and RFID system for carts;
- ◆ Future implementation of alternative fuel vehicles; and/or
- ◆ Enforceable commitments to trucks equipped with tandem or tridem axles and/or dual wheel axles.

SECTION 3
INSTRUCTIONS TO OFFERORS
COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

This Request for Proposals (RFP) constitutes the complete set of specifications and proposal forms. All proposals and documents must be executed and submitted in sealed envelopes as provided in this section. By submitting a proposal, the offeror agrees to be bound by all terms and conditions specified herein. Submittal of a proposal in response to this RFP constitutes a binding offer by the offeror. Proposals that do not comply with these requirements may be rejected by the CVWMA.

1. Receipt and Opening of the Proposals:

- a. Sealed proposals must be received by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227, by 2:00 p.m. on September 23, 2011. At that time, in the Conference Room of the Central Virginia Waste Management Authority, the sealed responses will be publicly opened and all offerors names recorded. No fax or electronic submittals will be accepted. If mailed it is the responsibility of the offeror to assure that it is received by CVWMA by 2:00 p.m. on September 23, 2011.
- b. Proposals must be enclosed in a sealed envelope that is clearly labeled with the words "PROPOSAL FOR COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES." Proposals shall be addressed as follows:

Kimberly A. Hynes, Executive Director
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227

The face of the sealed envelope shall contain the offeror's name, a contact person; return address, date and the time the RFP is submitted. Any proposal received after the time and date specified shall not be considered and will be returned to the offeror unopened.

c. Any proposal may be withdrawn by or before 2:00 p.m. September 23, 2011. No offeror may withdraw a proposal after this time.

2. Pre-Proposal Conference:

a. *There will be a **PRE-PROPOSAL CONFERENCE** on Friday, August 23, 2011, at 9:00 a.m. in the CVWMA Conference Room, 2100 West Laburnum Avenue, Suite 105, Virginia 23227*

b. At the pre-proposal conference, representatives of the CVWMA will be available to answer questions and explain the intent of this RFP.

The CVWMA will also try to address other questions or concerns that may be raised at this conference. If it deems appropriate, the CVWMA will prepare written answers to questions raised at the pre-proposal conference that relate to interpretation of, or changes to, the proposal documents that the CVWMA deems appropriate for clarification. The answers will be divided into two (2) areas:

- Items requiring only clarification, interpretation or explanation.
- Items requiring an addition, deletion or change to the original RFP. Responses to items in this category will be accompanied by the appropriate amended portion of the RFP.

c. All concerns, protests or objections related to the proposal process shall be raised in writing by offerors not later than the conclusion of the pre-proposal conference.

d. Only written interpretations of or changes to the RFP received from or issued by the CVWMA shall be relied upon by prospective respondents in preparing their proposals. Such written interpretations or changes will be issued by the CVWMA by 4:00 p.m. September 2, 2011.

3. Submittal and Execution of Proposal: One (1) original proposal and five (5) copies must be submitted. Specifically, proposals must be typed or legibly printed in non-erasable ink. All corrections made to any part of the proposal by the offeror must be initialed in non-erasable ink.

Proposals must be executed in the name of the offeror submitting the proposal and signed in non-erasable ink by one authorized to contractually bind the offeror. The individual signing on behalf of an offeror shall also type or print his name, title and address as indicated on the Offeror's Proposal form contained in Section 7 of this RFP. Furthermore, where applicable, the offeror should indicate its state of incorporation or legal formation on the form and affix its corporate or official seal attested to by the corporate secretary or similarly authorized individual.

4. Proposal Deadline: Proposals are due at the CVWMA administrative offices on the date and at the time specified in this RFP. Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened. It shall be the offeror's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Offers by facsimile, telegram, telephone or email are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

5. Mistakes: Offerors are expected to examine the specifications and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK. In the event of mathematical extension error(s), the unit price will prevail and the offeror's total offer will be corrected accordingly. In the event of addition error(s), the unit price will prevail and the offeror's total offer will be corrected accordingly.

6. Additional Terms and Conditions: Except alternate proposals, no additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal.

7. Interpretation: All offerors shall carefully examine the RFP. Any believed ambiguities or inconsistencies shall be brought to the attention of the CVWMA in writing prior to the proposal deadline; failure to do so, on the part of the offeror, will constitute an acceptance by the offeror of any subsequent decision regarding these ambiguities or inconsistencies. Any questions concerning the intent, meaning and interpretation of the proposal document shall be requested in writing, and received by the CVWMA by 4:00 p.m. August 25, 2011. Additional questions concerning the intent, meaning and interpretation of the RFP which are raised subsequent to the issuance of any addenda shall be made in writing, and received by the CVWMA at least by 4:00 p.m. five (5) business days prior to the proposal submittal deadline. Written inquiries should be addressed to:

Mr. Bernard B. Harris
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227
(804) 359-8413, extension 21

No person at the CVWMA is authorized to provide oral interpretations of, or make oral changes to, the RFP. Therefore, any oral statements will not be binding on the CVWMA and should not be relied upon by any offeror. Any interpretation of, or changes to, the proposal document will be made in the form of a written addendum to the proposal document.

8. Conflict of Interest: Each offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA or the City of Colonial Heights. Further, all offerors must disclose the name of any CVWMA or City of Colonial Heights employee or appointed official who owns, directly or indirectly an interest of 5 percent or more in the offeror's firm or any of its branches, divisions or subsidiaries. Moreover, all offerors must disclose the percentage amount of the interest of such employee or appointed official has in the firm, branch division or subsidiary.

9. Legal Requirements: Offerors are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed. Lack of knowledge of the offeror shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

10. Contractual Agreement: No proposal award shall be final until such time as a Contract as defined in Section 6 of this RFP has been reviewed by Colonial Heights City Council and approved by the CVWMA Board of Directors. Any and all legal action necessary to enforce a contract resulting from this RFP will be interpreted according to laws of Virginia; the venue shall be the City of Richmond, Virginia.

11. Facilities: The CVWMA reserves the right to inspect the offeror's facilities at any reasonable time without notice to determine that the offeror has a bona fide place of business, and is a responsible offeror.

12. Certificate of Insurance: Each response to this RFP must also be accompanied by a Certificate of Insurance evidencing the coverage set forth in the General Contract Terms and Conditions. In lieu of said Certificate, the offeror may submit evidence satisfactory to the CVWMA that, in the event that award of the proposed contract is made to his/her company, the required coverage would be in place before execution of the contract. The CVWMA shall be the sole judge of what represents said satisfactory evidence.

13. Disqualification of Offerors: If an offeror submits more than one proposal, all such proposals shall be rejected by the CVWMA and not considered by the CVWMA. Reasonable grounds for believing that an offeror is involved in more than one proposal for the same work will be cause for rejection of all proposals with which such offerors are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists among these offerors.

14. Modifications: The CVWMA reserves the right to make modifications to the Scope of Services and General Contract Terms and Conditions specified in this RFP that in its sole discretion it determines more fully effectuate the intent of this RFP and Municipal Solid Waste (MSW) Collection Services. Although it is possible that certain Terms and Conditions may be modified during the negotiation process, for purposes of its submittal, the offeror should assume that the language contained in the General Contract Terms and Conditions will not be modified during the negotiation process.

15. Performance Bond/Letter of Credit and Commitment Letter: Each offeror must provide, as part of the RFP response, a letter of commitment from an approved surety/financial institution to provide a performance bond/letter of credit that specifies the amount the surety/financial institution is willing to provide to CVWMA to guarantee the provision of goods and services and/or performance of the services of a contract resulting from this RFP. Such performance bond or letter of credit must provide that CVWMA may draw upon such performance bond/letter or credit in order to allow CVWMA to retain a replacement contractor to perform pursuant to the contract should the offeror fail to perform and/or default under the Contract resulting from this RFP. The amount shall be equal to 30 percent of the annual cost as estimated by the offeror to the CVWMA of the goods or services to be provided under the contract(s). In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

The selected offeror(s) shall have five (5) days after the date of Contract execution but prior to the start of service to deliver to the CVWMA a Performance Bond/Letter of Credit. The performance bond/letter of credit shall be executed by an approved independent surety/banking institution authorized to transact business in the Commonwealth of Virginia, guaranteeing both the faithful performance of the proposed contract and the due payment of all lawful claims for all labor, material, and equipment used in the work. The performance bond/letter of credit required for any contract resulting from this RFP shall be thirty (30) percent of the annual estimated cost to the CVWMA of the goods provided/services performed under the contract. The performance

bond may be adjusted at each anniversary of the contract at the discretion of the CVWMA. The value of the performance bond/letter of credit will be determined as a part of the negotiation process of this RFP.

It shall be at the CVWMA's option whether a surety company with an ownership interest held by or controlled by an offeror shall be deemed an acceptable underwriter of the bonds required under this proposal.

16. Minimum Offeror Requirements: All offerors must prove to the satisfaction of the CVWMA that they (the offeror) are capable and have, or can obtain, sufficient facilities, equipment and personnel to perform the services specified in this RFP beginning on or about July 1, 2012.

Offerors will be evaluated based on their history and successful record of experience in performing the provision of goods and/or performance of services specified in this RFP. Consideration shall be given to Offerors that have successfully performed as the sole MSW service provider in localities. A summary of present and past contracts, covering at least the last five (5) years must be provided, if length of experience permits. This record must show the name of the client/employer, address, description of the service provided- including whether the Offeror was the sole service provider for the client, date of service, and a reference with phone numbers. A minimum of three (3) professional references must be provided.

If the Offeror does not have records for the past 5 years in its own name, it may outline similar experience possessed by officer, director or other key employees, showing that the Offeror has experience, depth, coordination and ability to perform the tasks required by this RFP.

17. Offeror's Non-Collusion Certification: Any offeror submitting a response to this RFP must complete and execute the Non-Collusion Affidavit of Offeror form included in Section 7 of this RFP.

18. Acceptance or Rejection of Proposals: The CVWMA reserves the following rights and options on its behalf:

- to reject any and all proposals that fail to meet the literal and exact requirements of the RFP;
- to accept the proposal or proposals which in the judgment of the CVWMA are the best and most responsive proposal or proposals for the required goods and services; and

- to issue subsequent requests for new proposals and/or additional information.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the offerors. Proposals received from participants in such collusion will not be considered for the same services when and if re-advertised. Proposals will also be rejected from offerors who are or have been in default on a previous contract with the CVWMA.

19. Offerors to Make Examinations: All offerors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. Offerors shall make their own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the CVWMA or the City. Offerors agree that if they should execute the proposed contract, they shall make no claim against the CVWMA because of estimates or statements made by any officer or agent of the CVWMA or the City that may prove to be erroneous. The failure or omission of offerors to receive or examine any form, instrument, addendum or other document shall in no way relieve them of any obligations with respect to the offer submitted in response to this Request For Proposals. The CVWMA shall make all such documents available to the offerors, upon request, where authorized and allowed by law.

20. Proprietary Information: Proprietary Information and Trade Secrets submitted by an offeror in connection with a procurement transaction, if properly designated as provided in VA Code Sec. 2.2-4342 of the Virginia Public Procurement Act, shall not be subject to public disclosure under the Virginia Freedom of Information Act. The CVWMA will honor properly invoked provisions to protect proprietary information in conformity with that Code section.

21. Tentative Procurement and Contract Dates: Although the following dates are subject to change, it is anticipated that the following schedule will apply.

RFP package available	August 19, 2011
Pre-Proposal Conference	August 26, 2011
Deadline for Offerors' Requests for Clarification or Interpretation	August 26, 2011
Issuance of addendum, if needed	September 2 2011

Proposals due & proposal opening	September 23, 2011
Selection of offerors to be Interviewed	September 30, 2011
Interviews and Evaluation	October 3 – 14, 2011
Recommendation to CVWMA Board of Directors	October 21, 2011
Contract execution	November 30, 2011
Contract commencement	July 1, 2012

SECTION 4
PROPOSAL CONTENT AND EVALUATION
COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Proposal Content

Each Offeror is required to submit with the proposal supporting documentation regarding the Offeror's qualifications and capacity to cost-effectively as well as fully and timely perform the work specified in this Request for Proposals (RFP), including the following information,

1.1 Qualifications Section

All Offerors must submit a Qualifications Section within their proposals. The Qualifications Section must include information in the following three areas:

- ◆ General management ability;
- ◆ Financial stability and strength; and
- ◆ MSW collection experience; including trash, yard waste, bulky waste and other waste collections.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become the property of the CVWMA and will not be returned. The CVWMA, at its sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and proposals.

The Qualifications Section of each proposal must include the following subsections:

1.1.1 General Management

Offerors will be evaluated on the basis of their demonstrated overall management experience in the field of MSW collection, as reflected in the successful implementation of previous and/or current materials collection projects. Each offeror shall demonstrate the ability to perform all required tasks successfully, and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each offeror shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

- ◆ Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- ◆ Number of similar collection projects within Virginia;
- ◆ Innovative techniques used to increase efficiency; and
- ◆ Past and anticipated approach to customer service.

1.1.2 Financial Stability and Strength

The Offeror must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations and also appropriate finances to maintain and service equipment, respond to customer service and CVWMA personnel. Offerors will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide the performance bond (see Section 6 General Contract Terms and Conditions).

Offerors must submit at least three (3) credit references.

For all equipment (including vehicles, carts, etc.) to be used for the services provided under this RFP, the Offeror must identify whether such equipment is currently in its possession, the age of such equipment, whether it is owned in full or whether such equipment must still be purchased and/or financed. For any piece of equipment, the Offeror must submit a financing plan.

The Offeror must identify any and all litigation involving claims for breach of contract for services similar to those to be provided under this contract, failure to provide such services, failure to properly perform such services similar to those to be provided under this contract and or any similar claims challenging, questioning or disputing the nature cost or scope of similar services provide by the Offeror for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in this venture, and/of any corporate officer.

The Offeror must provide evidence, in form and substance satisfactory to the CVWMA, that the Offeror's firm (and/or its affiliated companies) has been in existence, for at least five (5) years and/or possesses not less than five (5) years actual operation experience in the provision of the goods and/or the performance of service, to an acceptable extent, outlined in the Scope of Services of this RFP. If the Offeror (and/or its affiliated companies) does not have 5 years in its own name, it may outline similar experience possessed by officer, director or other key employees, showing that the Offeror has experience, depth, coordination and ability to perform the tasks required by this RFP.

Where the Offeror is a corporation or other legal entity, evidence that the Offeror is in good standing under the laws of the Commonwealth of Virginia. In the case of legal entities organized under the laws of any other state, evidence that the Offeror is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the Commonwealth of Virginia, or a sworn statement that it will take all necessary action to become so licensed if its proposal is acceptable.

Each Offeror must certify that the Offeror has never been debarred from participating in any governmental procurement action, and that it does not have any such proceeding pending before it at the time of the offer and that none of its officers, directors, owners with more than 5%

interest or key employees have ever been convicted of a felony or other crime involving moral turpitude.

1.1.3 MSW Collection Experience

Offerors will be evaluated on the basis of their demonstrated experience in the collection of trash, yard waste, bulky waste and other waste materials. Offerors are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success. The CVWMA may give particular attention to the performance data provided for these reference projects. The offeror must demonstrate the following:

- ♦ Overall experience in the solid waste industry; and
- ♦ Experience in the successful operation of the type of residential trash, yard waste, bulky waste, and other waste collection services solicited in this RFP.

1.2 Overview of Proposed Services

The Offeror shall describe services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the proposer's clear understanding of the services requested by the City through this RFP.

1.2.1 Collection Proposal

The proposal shall describe the proposed collection service. The description shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of materials to be collected. The information should include, at a minimum, equipment descriptions and identification of and schedule for obtaining necessary permits.

1.2.2 Equipment and Route Description

The Offeror shall submit equipment specifications of all the equipment to be used. The Form titled Itemized Listing of Trucks and Other Collection Equipment, is to be used for this purpose. In addition, the offeror shall produce or use vendor-supplied data sheets for major items or equipment along with any necessary supporting text. No substitutions or modifications may be made for the proposed equipment without prior written notice to and approval of the CVWMA.

1.2.3 Cart Management and Administration

The offeror shall describe a plan for receipt, assembly, distribution, storage, maintenance, and replacement of carts. Experience the proposer has with the extent of cart replacement and warranty work with a specific cart manufacturer or supplier should be provided. The proposer shall describe their approach to servicing carts that are blocked by parked cars, placed too close to other carts or waste items, and other challenges.

1.2.4 Public Education Plan

The proposal must describe the public education services, specifically collection day, materials accepted/not accepted and other program details as deemed necessary for the services as specified in this RFP.

1.2.5 Management Plan

The Management Plan must include a description of the proposed management structure, including management team, and approach, as well as a statement of the problems that the proposer believes are likely to arise during collection, start-up, and for ongoing operations and the methods proposed to deal with them. This should include, at a minimum, such problems as: employee absenteeism; equipment breakdowns; and capability to provide collection of optional/additional materials.

The Management Plan must address specifically how the proposer will work with the CVWMA to identify and resolve consistent sources of problems. A Staffing Plan indicating number of employees and how they will be staffed to ensure collections capacity and customer service must also be included in the Management Plan. A clear statement of the management structure of the proposer's company must be supplied. If the proposer is a joint venture or team, the roles, responsibilities, and reporting structure of each team member must be clearly presented.

1.3 Safety Plan

The Offeror shall outline the elements of their safety plan for trash and related collection systems within their proposal.

1.4 Price Proposals

All of the offerors proposed prices shall be submitted on the Form titled Price Proposal. This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form Price Proposal must be included and labeled that clearly specifies the proposed costs of any such alternate provision. See Section XXX –for more details on price proposals.

2. Evaluation Criteria

Written Submittals. Offerors are to make written proposals that present Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Offeror's proposal should provide all of the information that it considers pertinent to its qualifications for this RFP. The proposals will be evaluated according to the following criteria.

A. Evaluation Criteria and Methodology

A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, Colonial Heights staff, CVWMA Technical Advisory Committee

members in consultation with legal counsel will be organized to review and objectively evaluate the proposals submitted to determine the best value for the City and its residents. This proposal evaluation process is expected to be completed by XXXXX(date). Two or more offerors deemed to be fully qualified and best suited among those submitting proposals shall be selected to pursue and continue competitive negotiation based on the factors stated above. Interviews with those Offerors selected are expected to be conducted during the week of XXXXX (date). CVWMA will select the top Offeror and recommend to the CVWMA Board of Directors a Contract be executed at a regular meeting of the Board. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. **Final execution of the proposed contract is anticipated to be completed on or about January 1, 2012.**

A comprehensive set of criteria will be used to quantify the merits of each proposal package. The evaluation criteria are shown below.

1. Service and Innovation

The service and innovation criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Proposed procedures and adequacy of resources including facilities and equipment available.
- ◆ Proposed flexibility and capacity to expand and/or reduce the number of collection sites included for Containerized Municipal Solid Waste (MSW) Collection Services.
- ◆ Proposed customer service plans (e.g., office administration, response system, etc.).
- Ability to provide goods and/or services on the required or proposed schedule.
- ◆ Proposed plans to implement a partial or fully automated collection system.
- ◆ Proposed plans to implement other on-route collection services (e.g., bulky items, trash collection from City buildings, etc.).
- ◆ Proposed public education services.
- ◆ Proposed plans to implement a RFID system.

2. Qualifications

The qualification criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Demonstrated, successful experience (including that of key staff) establishing working relationships with public agencies
- ◆ Demonstrated successful operations of similar materials collection system(s)

- ◆ Proposed techniques and controls for project financial management, such as: monitoring, reporting, invoicing, and payment
- ◆ Demonstrated capability to provide a performance bond
- ◆ Demonstrated good credit references and the ability to finance all the capital investments required
- ◆ Aggregate age and condition of collection fleet proposed
- ◆ Any lawsuits that may impact the proposer's ability to perform the services specified in this RFP and/or the Contract
- ◆ Demonstrated record of compliance with all federal, state and local laws, regulations and requirements within the jurisdictions and states in which offeror operates
- ◆ Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP.
- ◆ Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship.

3. Safety

The safety criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Safety record on Virginia operations
- ◆ Proposed safety plan concept for City of Colonial Heights operations
- ◆ Other safety policies, programs and proposed operations

4. Proposed Prices

The price criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Competitiveness of the proposed collection service fees relative to other proposals over the life of the contract.
- ◆ Competitiveness of the proposed trash disposal fees relative to other proposals over the life of the contract.
- ◆ Amount of the fee to deliver a replacement or additional cart to an existing household.
- ◆ Competitiveness of the proposed fees for other services (e.g., yard waste, bulky items, clean-up events, etc.) relative to other proposals over the life of the contract.

(For example, see Price Worksheet for more details on price components for each type of collection service.)

Note: As provided under the Virginia Public Procurement Act for procurement of “non-professional” services where competitive negotiations are used, price shall be considered but is not necessarily the sole determining factor.

5. Environmental Impacts and Aesthetics

The environmental and aesthetic criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Proposed plans, if any, to implement alternative fuel vehicles (e.g., CNG, biodiesel, etc.)
- ◆ Proposed pollution abatement plans
- ◆ Proposed equipment (e.g., type of tires, number of axles) to reduce road impacts
- ◆ Proposed plans to control spills and manage litter
- ◆ Stated plans to collect overflow trash, bulky items, and yard waste in a timely manner
- ◆ Other proposed environmental policies, programs and proposals specific to the City of Colonial Heights

6. Proposal Content and Overall Responsiveness

The criteria used to evaluate each proposal on content and overall responsiveness include, but are not necessarily limited to the following:

- ◆ Degree of exceptions
- ◆ Thoroughness of written proposal (e.g., lack of omissions)

SECTION 5
SCOPE OF SERVICES
COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

SERVICE COMPONENTS

General Requirements – The Contractor shall provide municipal solid waste (bulky waste, garbage, rubbish, and yard waste) collection services from residential units and equivalent residential units as herein described. It is the resident's responsibility to see that Carts, Containers, Bags, and/or Bundles are placed at the designated location (including back yard, alley or curbside) by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Contractor may decline to collect any Cart, Container, Bag, or Bundle improperly set out; any Cart, Container, Bag, or Bundle not defined in the Definitions; any Cart, Container, Bag, or Bundle containing material other than Municipal Solid Waste; or any Municipal Solid Waste not properly contained. Where the Contractor has reason to leave waste materials uncollected at a residence, the resident or other responsible person shall be informed by the Contractor at the scheduled time of collection by written notice as to why the material was not collected. Once serviced, the Cart or Container shall be returned to the place where it was set out.

Potential offerors should make an examination of the various Carts currently in use in Colonial Heights specified in this RFP to ascertain dimensions and service equipment requirements. The current vendor has provided and is currently servicing approximately 6,800 95-gallon carts and 420 68-gallon carts. As the current contractor owns carts, the Offeror selected is required to provide necessary carts to residents. Potential offerors should provide pricing alternatives, including amortization options and periods, for consideration.

It shall be the Contractor's responsibility to replace any Cart or Container, if the Contractor's employee, agent, or subcontractor has caused the Cart or Container to be damaged so that it is no longer serviceable. The determination of serviceability or cause of non-serviceability shall be made by the CVWMA in its sole discretion.

Alternate Location Service – Notwithstanding any term or definition set forth in a Contract resulting from this RFP, collection of Refuse from a Residential or Equivalent Residential Unit where all adult occupants residing therein require assistance shall be made from an alternate location than that generally required of residents. Such requests for alternate location service will be made to the CVWMA by the resident(s), approved by the CVWMA and communicated to the Contractor in writing. No additional monies shall be due to the Contractor for the provision of alternate location service. Alternate location service shall be limited to three (3) percent of the units in the localities serviced under the Contract. The Contractor will provide each collection crew with a list of said addresses, by route, to ensure driver awareness of the responsibility to provide this alternate service. Currently 50 Colonial Heights Residential Units require Alternate Location Service although others may become necessary.

Bulky Waste Collections – Routine Bulky Waste Collections are currently made from residents of the service area as needed as part of the normal provision of services under the Contract. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection shall be defined in the Definitions portion of this Section. Offerer's may propose alternative methods for collecting Routine Bulky Waste.

Special Bulky Waste Collections must be scheduled with the Contractor by the CVWMA as requested and are subject to special pricing; that pricing is requested by Cost Proposal Form 5 in Section 7. Once requested, Special Bulky Waste Collections shall begin within three (3) working days.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any Residential or Equivalent Residential Unit suggest that a Special Bulky Waste Collection is actually required; the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and make a determination as to the type of bulky waste set out that is occurring. If it is determined by the CVWMA and the Participating Local Jurisdiction that the set out requires a Special Bulky Waste Collection, it will be considered as such for purposes of service and billing. The final determination shall rest with the CVWMA.

Area to be Served – The City of Colonial Heights.

Day and Hours of Collection – Collection service is to be provided on Wednesdays unless otherwise agreed to as part of this procurement, except when a holiday falls on Wednesdays. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so

notify each resident affected in a manner agreed to by the CVWMA and the City of Colonial Heights

Normal hours of collection are to be from 7:00 a.m. to 7:00 p.m.,. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances. The CVWMA must approve any such exception.

Holidays – The following holidays will be observed as non-collection days by the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The suspension of collection service on any holiday in no way relieves the Contractor of his/her obligation to provide collection service to each Residential Unit at least once per week. Extending the hours of service to meet this obligation is subject to the CVWMA's approval.

Inclement Weather -- The Contractor shall be responsible for canceling collection operations as a result of inclement weather. The Contractor will notify the CVWMA immediately by telephone message and facsimile transmittal or email of any decisions regarding delay, modification, or suspension of service as soon as a decision is made. If collection is suspended or canceled by the Contractor, the Contractor agrees to perform collection on the next possible regular working day of the same week. In the event that inclement weather results in the necessity to cancel service for more than two days of a regular collection schedule, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled and lost collection days. The adjustment shall be calculated by multiplying the number of Residential and Equivalent Residential Units that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection. The CVWMA agrees to assume responsibility for reasonable public notice of the cancellation of Municipal Solid Waste Collection Services due to inclement weather.

Routes and Schedule of Collections – The Contractor shall provide the CVWMA with photo-reproducible maps of collection routes and collection day schedules of residential routes and keep such information current at all times.

Not less than ninety (90) days prior to commencing service, the Contractor agrees to furnish, for the CVWMA's approval, maps of all routes and the collection day schedule to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the CVWMA's approval, which will not be unreasonably withheld.

The Contractor shall comply with all height and weight restrictions for any bridge, road or tunnel. At the request, and under the authority of, a Participating Local Jurisdiction, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such denial so as not to unduly interfere with the Contractor's normal operations and scheduling. The enforcement of this request shall be with the law enforcement authorities of the relevant Participating Local Jurisdiction.

Collection Equipment – An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Contract. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday overloads. Any proposed change in the equipment during the Contract period shall be submitted in writing by the Contractor to the CVWMA. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least three (3) inches high. During operation on routes served through this Contract, each truck shall display temporary signage on each side of the vehicle indicating the CVWMA telephone number customers should call to report service issues or complaints. Lettering should be at least three (3) inches high or a size that has been approved by the CVWMA. This signage shall be removed when trucks are used by the Contractor for non-CVWMA activities.

Each truck shall be equipped to clean up Municipal Solid Waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded.

All equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet community standards of appearance at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith

the CVWMA reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition. Accordingly, the Contractor shall provide written notification as to the storage location of the collection vehicles. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of Municipal Solid Waste Collection Service. Exclusion of a vehicle does not absolve Contractor of performing all duties under Contract.

The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the duties required by the Contract.

Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops."
- g. Absorbent material, broom and shovel for cleaning up spills.

Personnel – The Contractor shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract.

The Contractor shall assign one or more qualified field supervisors to oversee Municipal Solid Waste Collection services and shall provide the name(s) of the person(s) in writing to the CVWMA. The supervisor shall have radio or cellular communication with the Contractor's office. The Contractor shall provide the CVWMA with an emergency phone number where the supervisor or other designated employee of the Contractor can be reached outside of the required collection hours.

The Contractor shall prohibit all drivers and crewmembers from drinking or being under the influence of alcoholic beverages, illegal drugs or other substances that impair performance.

The Contractor shall prohibit drivers from using mobile devices, equipment, etc. while operating a vehicle.

The Contractor shall require his/her employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not concern them.

The Contractor shall employ and assign qualified personnel to perform all the services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

All drivers of vehicles utilized by a Contractor in providing Municipal Solid Waste Collection service shall hold a valid Virginia drivers license for operation of the type of vehicle being utilized, and shall comply with all other licensing requirements of federal, state or local laws or ordinances.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CVWMA or any Participating Local Jurisdiction.

Disposal Site -- The Contractor shall be totally responsible for all equipment while operated on any disposal site whether publicly or privately operated. The location of the permitted disposal site to be used under the terms of this Contract shall be specified by the Contractor, unless special circumstances exist that require that the disposal site be approved by the CVWMA.

Service Inquiries and Complaints -- The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from the Participating Local Jurisdictions and residents served by the Municipal Solid Waste Collection service program.

All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office. The CVWMA will record each complaint into the CVWMA web based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real time basis to the Contractor. A representative of the Contractor shall be available to monitor and direct action on the complaints throughout the day.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by 12:00 noon by the CVWMA. When notified by the CVWMA after 12:00 noon, the Contractor shall have until close of business the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after 12:00 noon and by 10:00 a.m., Saturday, the Contractor shall return and collect those customers missed or otherwise resolve the complaint by 6:00 p.m. Saturday. Missed collections where notification is provided after 10:00

a.m. on Saturday shall be resolved by close of business the next workday. In all instances of missed collections, the Contractor shall make every effort to resolve the complaint the day on which notification of the complaint is received.

At the end of each workday the Contractor shall close out all complaint or other work orders on the CVWMA computer application that have been resolved during that work day. This shall include the disposition and date and approximate time of disposition.

In the event the Contractor believes any complaint to be without merit, they shall notify the CVWMA. The CVWMA shall investigate all disputed complaints and render a decision.

Quality Performance of the Contractor -- It is the intent of the CVWMA to ensure that the Contractor provides a quality level of Municipal Solid Waste Collection Service. The CVWMA shall notify the Contractor of each complaint reported to the CVWMA. It shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaint. Failure to remedy the complaint as set forth in the preceding section may result in liquidated damages against the Contractor to cover CVWMA's costs in responding to or addressing any complaints. In assessing liquidated damages, consideration will be given to extreme weather conditions. It is CVWMA's sole discretion to apply liquidated damages. **The following summarizes the liquidated damages that may be assessed by the CVWMA:**

Failure to clear collection complaints as follows:

- By the end of the current work day when the Contractor has been notified by the CVWMA by 12:00 noon;
- By the end of the subsequent work day when the Contractor has been notified by the CVWMA after 12:00 noon;
- By 6:00 p.m. on Saturdays when the Contractor has been notified after 12:00 noon on Friday and by 10:00 a.m. on Saturday;
- By 6:00 p.m. the following workday when the Contractor has been notified after 10:00 a.m. on Saturday.

\$50.00 per Residential or Equivalent Residential Unit for complaints not resolved by the end of the appropriate workday after notification by the CVWMA. \$50.00 per Residential or Equivalent Residential Unit for each subsequent day.

Failure to clean up spillage caused by the Contractor.

\$250.00 per incident.

Failure to assign and make available, in a timely manner, a qualified field supervisor.

\$100.00 per workday.

Failure to provide notification of non-compliance with the hours of operation to the CVWMA.	\$100.00 per incident per day.
Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions.	\$100.00 per incident.
Failure to replace a Cart or Container damaged by an employee, agent or subcontractor of the Contractor that has been deemed unserviceable by the CVWMA	\$100.00 per incident
Failure to deliver collected Municipal Solid Waste to an appropriate disposal site.	\$1,000.00 per incident.
Persistent Miss: Failure to collect the trash as scheduled from a residential unit three cycles in a row or 4 times in 6 cycles	\$250.00 per incident
Alternate Location Miss: Failure to collect trash as scheduled from an alternate location residential unit two cycles in a row.	\$250.00 per incident
Cart Placement: Failure to return the cart to the proper location twice in 4 cycles if it results in a complaint from the customer.	\$50.00 per incident
Cart Delivery/Repair: Failure to deliver a cart as requested or repair a cart as requested within 14 calendar days of the request	\$20.00 per incident per day
Failure to provide monthly or annual reports	\$500.00 per incident

The CVWMA may assess liquidated damages on a monthly basis in connection with this Contract and shall, at the end of each month, notify the Contractor in writing of the charges assessed and the basis for each assessment. The CVWMA will deduct such liquidated damages from the monthly payments due to the Contractor. In the event the Contractor wishes to contest such assessment, it may request in writing a meeting with the CWVMA to resolve the issue. The

CVWMA shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the CVWMA will be final.

Monthly and Annual Reports

The Contractor will submit to CVWMA monthly reports and annual reports. At a minimum, the Contractor shall include the following information in their monthly reports:

1. Total quantities of trash collected / disposed (in tons).
2. Number of loads of residential trash from the City.
3. Current count of carts by size and collection frequency (i.e., number of 68- and 95-gallon carts;).
4. List of all facilities used for trash disposal.
5. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash collection.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected and disposed as collected from within the City (in tons).
2. List of all trash disposal facilities utilized.
3. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, other waste). Monthly reports shall be due to the CVWMA by the 15th day of each month. Annual reports shall be due by January 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the City's trash program (e.g., public education, etc.).

Actual truck scale weight ticket receipts must be maintained on file for at least seven (7) years from the actual date and made available to the CVWMA or its agent immediately upon request.

Annual Performance Review Meeting

Upon receipt of the Contractor's annual report, the CVWMA shall schedule an annual meeting with the Contractor. Once concluded, the report from the CVWMA shall be presented to the City Council and a meeting will be held between the Council, CVWMA and Contractor to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review the annual report, including trends in trash quantities.
2. Review Contractor's performance based on feedback from residents to the CVWMA and/or City staff.
3. Review Contractor's recommendations for improvement to the City's trash program, including enhanced public education and other opportunities.
4. Review CVWMA and City staff recommendations for Contractor's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

Colonial Heights Specific Requirements

Once a week collection at the curb shall be provided to each Residential Unit or Equivalent Residential Unit, with the exception of most of the commercial collections along the Boulevard and Temple Avenue, including the Southpark Mall business area, which will be back door collections due to traffic volume on the street and lack of a place in front to stop; these locations will be specified in the Contract. As noted in Section 2, the estimated number of Units is 6,400. Routine Bulky Waste Collection and Collection of Bundled Yard Waste are included as part of the specified service. The Offeror may propose methods for the collection of Bulky Waste and Bundled Yard Waste different from the current system where it is collected as part of regular cart service. The relevant Cost Proposal Form is included in Section 7 of this RFP.

Front-end loading containers and collection as specified below shall also be provided for the following public facilities located in the City of Colonial Heights (Current Collection sizes and frequency are subject to change):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CAPACITY</u>	<u>COLLECTION FREQUENCY</u>
Tussing ES	5501 Conduit Rd	8 Cu Yd	MTWTF
North ES	3201 Dale Ave	8 Cu Yd	MTWTF
Lakeview ES	401 Taswell Ave	8 Cu Yd	MTWTF
Voc Tech Building	3451 Conduit	8 Cu Yd	MWF
Colonial Heights HS	3600 Conduit Rd	8 Cu Yd	MTWTF
Colonial Heights MS	500 Conduit Rd	8 Cu Yd	MTWTF
Courts Building	401 Temple Ave	4 Cu Yd	T
Municipal Building	201 James Ave	8 Cu Yd	F
Municipal Building	201 James Ave	8 Cu Yd	F
Shepherd Stadium	200 Roanoke Ave	8 Cu Yd	MTWTF
City Garage	501 Lake Ave	4 Cu Yd	T
Dunlop Farms Fire Station	215 Dunlop Farms Blvd	4 Cu Yd	T
Wastewater Plant	2701 Conduit Rd	4 Cu Yd	T

Collection at schools shall be provided after the school lunch period. The Contract will specify for each school the time at which the lunch period ends.

The Contractor will also provide, service and maintain 40 cu yd open top containers at the Colonial Heights' Recycling Center, and the Public Works office and other sites as designated by the City; service may be on both a scheduled and on-call basis.

The Contractor will provide weekly collection service to litter receptacles on the following streets:

1. Boulevard

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SECTION 6
GENERAL CONTRACT TERMS AND CONDITIONS
MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

For the purpose of this Contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Sewer Authorities Act, §15.2-5100 et. seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the participating local jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the participating local jurisdictions acting on behalf of their employer or principal, respectively.
2. *Bags* – Plastic sacks designed for refuse with sufficient wall strength (minimum 0.85 mils thick) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.
3. *Bulky Waste* – A large appliance, piece of furniture or waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container.
4. *Bundle* – Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
5. *Cart* – A receptacle with an approximate capacity of 68 or 95 gallons, having a hinged, tight fitting lid. Carts shall also have wheels and be able to be emptied by Contractor's hydraulic lifting/tipping unit as part of the collection operation. Carts will be provided by the Contractor.
6. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste include, but are not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.

7. *Containers* – (a) *Reusable Containers* - A receptacle made of plastic, metal, or fiberglass with a capacity of 55 gallons or less, a loaded weight of no more than 75 lbs., a tight-fitting lid, and handles of adequate strength for lifting. Personal reusable containers will not be collected by the Contractor. (b) *Non-reusable Containers* - See definition of Bags
8. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Containerized Municipal Solid Waste (MSW) Collection Services.
9. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Containerized Municipal Solid Waste (MSW) Collection Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
10. *Equivalent Residential Unit* – A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection.
11. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
12. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
13. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
14. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
15. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
16. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter
17. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland.
18. *Municipal Solid Waste* – Household Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.

19. *Monthly Service Fee* –The amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste from a Residential or Equivalent Residential Unit.
20. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Municipal Solid Waste (MSW) Collection Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
21. *Refuse* – All solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as Garbage, Trash, Rubbish, Litter, residues from clean up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
22. *Residential Unit* – A group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating and other daily activities.
23. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste that does not exceed the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck.
24. *Rubbish* - Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
25. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck
26. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
27. *Service Area* – shall mean that geographic area serviced by the Contractor providing Municipal Solid Waste (MSW) Collection Services pursuant to this Contract as determined by the CVWMA and the Participating Local Jurisdictions.
28. *Trash* - Combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
29. *Yard Waste* -- Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

Any Contract(s) resulting from this RFP shall include, but not necessarily be limited to, the following terms and conditions:

- 1. Term of Contract**

A. Initial term. Any Contract(s) resulting from this Request for Proposals shall be for a five (5) year term commencing on or about July 1, 2012 and ending on June 30, 2017.

B. Option to Renew. The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under the same terms and conditions for an one additional two (2) year period commencing on or about July 1, 2017 and one additional three (3) year period commencing on or about July 1, 2019. The written agreement to extend the Contract shall be made not less than one hundred eighty (180) days prior to the expiration of its term. The successful offeror shall not consider the right of the CVWMA to extend the initial five (5) year terms with one two (2) year and one three (3) year period to constitute or imply any obligation by CVWMA to renew the contract.

2. Scope of Contract

The CVWMA, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect and dispose of residential solid waste as specified in the Scope of Services of this RFP. The CVWMA warrants that it has the authority to grant such an exclusive right as described in this Contract through the terms of its service agreement with the affected jurisdiction.

The CVWMA covenants that during the term of this Contract, it will not engage other individuals or itself become involved in the activity of collection and disposing of residential solid waste or any other similar activity that would impair the exclusive right of the Contractor within the jurisdiction of the participating localities.

3. Insurance

The Contractor and its sub-contractors shall be required to carry for the life of the Contract with the CVWMA, Public Liability Insurance, with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverages specified below, in addition to any other Contractual liability assumed by the Contractor. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the Contractor specifying such limits, with the CVWMA and each Participating Local Jurisdiction participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond the initial five period.

A. Worker's Compensation
Coverage A - Statutory Requirements

B. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage

Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage

C. Comprehensive General Liability

Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage

Including: Completed Operations/Products
Contractual Liability for Specified Agreements
Personal Injury
XCU (Explosion, Collapse and Underground Coverage)
Broad Form Property Damage

NOTE: The levels of coverage required in B. and C. can be met either by the primary policy alone or in concert with an excess liability policy.

This Contract shall be subject to termination by the CVWMA at any time if said insurance shall be canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated, if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

4. Indemnification

A. The Contractor shall indemnify and hold the CVWMA and its officers, agents and employees, and the Participating Local Jurisdictions and their officers, agents and employees, harmless from and defend against all claims, damages, losses and expenses, including attorney's fees, of whatever kind or nature arising out of or resulting from the Contractor's or its sub-contractors providing or failure to provide any construction, product, goods, or services required under this Contract, 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 the scope of service of this Contract shall be limited to claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor or any subcontractor performing work required by the Contractor's Contract with the CVWMA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any subcontractor may be liable. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it accrued before or after the first suit.

B. The Contractor shall indemnify and hold the CVWMA and the Participating Local Jurisdictions, and their officers, agents and employees harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Contract, or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Participating Local Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title

to any of the materials collected, transported and processed by the Contractor pursuant to the terms of this Contract. This Section shall survive the expiration or termination of this Contract.

5. Performance Bond or Letter of Credit

A. The Contractor shall furnish to the CVWMA, and keep current during the term of this Contract, including renewals if applicable, a performance bond or letter of credit for the faithful performance of the Contract and all obligations arising hereunder in an amount equal to thirty (30) percent of the estimated annual cost of this contract to the CVWMA. The performance bond or letter of credit may be adjusted at each anniversary of the Contract. A performance bond shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. An irrevocable letter of credit may be provided with a banking institution on terms and conditions acceptable to CVWMA. The performance bond or letter of credit shall guarantee the provision of goods and services and/or performance of the services of this contract. Such performance bond or letter of credit must provide that CVWMA may draw upon such performance bond/letter of credit in order to allow CVWMA to retain a replacement contractor to perform pursuant to this Contract should the Contractor fail to perform and/or default under the Contract. The performance bond shall be in a form acceptable to the CVWMA and included as an Attachment to this Contract, attached hereto and included herein, covering the faithful performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

B. Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

C. This Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated, if within five (5) working days of receipt of such notice if the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

6. Non-Appropriation

The Services implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdictions. Failure of any Participating Local Jurisdiction to appropriate the funds necessary to cover the cost of that jurisdiction's portion of the program shall terminate the Contractor's obligation to provide service under this Contract in that jurisdiction unless and until funding is restored. Furthermore, should the CVWMA fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is exhausted. The CVWMA shall provide timely notice to Contractor if it appears that such situations may occur.

7. Force Majeure

A. Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot,

fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, or breakdown of machinery or equipment. Reasonable control of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

B. It is mutually understood and agreed by the parties that the Contractor shall be relieved of its obligations under this Contract during any period or periods of time when Force Majeure, as defined herein, is in effect to the extent that such event prevents Contractor's performance. The Contractor shall use reasonable efforts to overcome the effects of a Force Majeure event and, to the extent affected thereby, shall be entitled to petition the CVWMA for an adjustment of the financial or other relevant terms of the Contract. Said petition shall provide sufficient evidence to allow the CVWMA to reach a determination of the nature, extent and effect of the Force Majeure event (e.g. the cost to or other ramifications upon the CVWMA) should the petition be approved by the CVWMA. Said determination shall be made within the reasonable discretion of the CVWMA.

C. Should Contractor be unable by reason of Force Majeure to render performance within two (2) business days of receipt of notice according the terms of this Contract, the CVWMA shall have the right to secure another vendor to perform any or all portions of the service provided by Contractor under this Contract. The CVWMA shall have the right to Contract for alternative service to be provided by another vendor during Force Majeure. In the event that either the period of Force Majeure or the term of any contingency service Contract awarded by the CVWMA to an alternate vendor for continuation of Containerized Municipal Solid Waste (MSW) Collection Services during the Force Majeure interruption of this Contract, should end prior to the expiration of this Contract, the CVWMA shall resume service with Contractor or its subcontractors according to the terms of this Contract. However, if, as a condition of obtaining service from the alternate vendor, the CVWMA was required to Contract for services provided herein for a time period exceeding the termination of the Force Majeure event, the CVWMA shall have the right to continue service through an alternate Contractor for the duration of the original term of the implementing Contract. Should CVWMA secure another vendor by reason of Force Majeure to perform any portion of the services provided by Contractor, Contractor shall not be liable to compensate CVWMA for the services of that vendor. The Contractor shall be required to reimburse CVWMA any additional costs incurred if it is necessary to utilize another vendor.

D. At any time that Force Majeure is in effect, it is understood by the parties to this Contract that the CVWMA shall not be obligated to pay service fees to Contractor for any or all service interrupted by reason of Force Majeure. Notwithstanding any interruption of this Contract due to a Force Majeure event, the Contractor shall be entitled to compensation from the CVWMA for all work completed up to the date of notification of the interruption of service due to reasons of a Force Majeure event.

8. Inspections

Contractor agrees to permit CVWMA and/or its designated representatives to inspect facilities, equipment and records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand. Inspection of other records shall be in accordance with the Section of this Contract pertaining to Contractor's Records.

9. Contractor's Records

Contractor shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements:

A. Contractor shall maintain any and all documents, ledgers, books of accounts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

B. Contractor shall maintain all documents and records that demonstrate performance under this Contract for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon prior forty-eight (48) hour written request by the CVWMA. Evidence of Contractor's attempt to comply with this response time, if provided by Contractor within forty-eight (48) hours, shall constitute a reasonable effort by Contractor. Under no circumstances shall Contractor take more than five (5) business days from the date of receipt of said notice to comply with this Section of the Contract. The records shall be available to the CVWMA representative at Contractor's place of business.

10. Default

A. In the event that either Contractor or the CVWMA defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either party under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. Within the (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default not capable of being corrected within ten (10) working days as determined by CVWMA, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. During the notification period, the CVWMA shall have the right to contract with others to perform the services otherwise to be performed by the Contractor or to perform such services itself. CVWMA has the right to declare default not correctable.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

1. The right to declare that this Contract, together with all rights granted or obligations incurred hereunder, is terminated, effective upon such date as the non-defaulting party shall designate. In the event of such termination, Contractor shall be compensated only for the services (as set forth herein) provided in accordance with the terms of the Contract and expenses incurred as of the date of termination. Upon such termination, neither party shall have any further obligation hereunder.

2. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself and seek reimbursement from Contractor for higher amounts.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding or other similar proceedings, the CVWMA shall have the right to demand assurances that Contractor can continue to perform its

obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default. Neither party shall be considered in default of this Contract if such failure to perform is directly or indirectly caused by a Force Majeure event.

B. A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this Contract.

11. Right to Require Performance

The failure of the CVWMA at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the CVWMA thereafter to enforce same. Nor shall waiver by the CVWMA 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.

12. Method of Payment and Adjustments

A. The CVWMA shall make payments to the Contractor within thirty (30) days after receipt of a complete and satisfactory billing invoice by the 10th of the month for services provided the previous month. Invoices shall not be considered complete until required monthly reporting is received. The invoice shall detail the charges for each individual site and indicate the date of service of each collection.

B. An annual adjustment may be made to reflect the general increase in the cost of operations effective on the Contract's anniversary date. Contract fees will increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed five (3) percent per year.

C. The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of new or revised laws, ordinances or regulations. The CVWMA shall have the right, as a pre-condition for approval of such petition, to demand inspections by itself, or by an independent auditor, of pertinent records that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees.

13. Compliance with Equal Opportunity

During the performance of this Contract, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that 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 purposes of meeting the requirements of this Section.

D. Contractor will include the provisions of the foregoing paragraphs A, B, and C of this Section in every subcontract or purchase order related to this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

14. Drug-Free Workplace

During the performance of this Contract, the Contractor shall comply with all federal, state and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

- A. The Contractor will provide a drug-free workplace for its employees.
- B. The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.
- C. The Contractor will 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. The Contractor will include the provision of the foregoing Subparagraphs A, B and C of this Section 6 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's subcontractors and employees.

15. Law to Govern

This Contract is entered into and is to be performed in the Commonwealth of Virginia. The CVWMA and Contractor agree that the laws of the Commonwealth of

Virginia shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract will be filed in the Circuit Court of the City of Richmond, Virginia, or appropriate State General District Court regardless of the location of or the geographic circumstances of the dispute.

16. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Containerized Municipal Solid Waste (MSW) Collection Services and the performance of other work and services under this Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

17. Permits and Licenses

Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all federal, state and/or local government permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

18. Modifications Due to Public Welfare or Change in Law

In the event any future change in law materially alters the obligations of Contractor, then Contractor shall be entitled to an adjustment to the Service Fee(s) established under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CVWMA and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law.

19. Severability

Should any term, provision or other part of this Contract be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

20. Title to Materials

Title to refuse shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the customer's premises.

21. Assignment and Change of Ownership

A. No assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA. The assignment of any Contract duties will require the written consent of the surety, applicable financial institution or insurance carrier in order to ensure that neither

Contractor nor its surety, applicable financial institution or insurance carrier will be relieved of any liability and/or obligation to perform unless the assignee provides the surety required under this Contract and so long as the original surety remains liable for services either improperly or not performed by Contractor prior to the assignment of this Contract.

B. This Contract shall be binding upon the parties hereto, their legal heirs, representatives, successors and assigns.

22. No Partnership

Nothing herein shall be construed to constitute a joint venture or the formation of a partnership between or among the Contractors, the CVWMA and the Participating Local Jurisdictions, or any of them.

23. Independent Contractor

Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the CVWMA or the Participating Local Jurisdictions. Except as otherwise provided under this Contract, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same. Nothing herein shall be construed as creating a partnership or joint venture between the CVWMA and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the CVWMA, and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

22. Subcontractors and Joint Ventures

A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on Contractor.

B. Each individual entity of Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract. It is understood that Contractor's national cooperative marketing agreements with other corporations shall not be defined as a subcontract or joint venture relationship under this Section.

23. Contingent Fee Warranty and Conflict of Interest

A. Contractor warrants that no person or persons have been employed or retained for the specific purpose of soliciting or securing this Contract. Contractor further warrants that no person or company has been or will be paid any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, CVWMA shall have the right to terminate this Contract without liability, or, at its discretion, to recover the full amount of said prohibited fee, commission, percentage, brokerage fee, or contingent fee.

B. Contractor hereby certifies that to the best of its knowledge, no employee of the CVWMA, nor any member thereof, nor any public agency or official effected by this

Contract, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

24. Amendment

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Contract.

25. Merger Clause - Previous Agreement Superseded

This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the Contract if they alter, vary, or contradict the Contract.

26. Titles of Section

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

27. No Third Party Beneficiary

Nothing contained in this Contract is intended to benefit or confer any rights on any person or entity not a party to this Contract, and no such other person or entity shall have any right or cause of action hereunder

28. Construction

This Contract is intended to express the mutual intent of the parties and, irrespective of the identity of the party preparing this Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.

SECTION 7
REQUIRED FORMS

COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

DRAFT

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)

)ss

County of _____)

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm, or person to fix the price or prices in the attached RFP, or of any other offeror, or to fix any overhead, profit or cost element of the proposal or the response of any other offeror, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CVWMA or any person interested in the proposed Contract; and
5. The price or prices set forth in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this ___ day of _____, 2011.

State of

Notary Public,

My Commission Expires: _____.

OFFEROR'S PROPOSAL

COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

TO: Executive Director, Central Virginia Waste Management Authority (CVWMA)

Proposal of _____ (AN INDIVIDUAL, A PARTNERSHIP, A CORPORATION, A LIMITED COMPANY OR OTHER LEGAL ENTITY) licensed to do business in the Commonwealth of Virginia.

The undersigned having carefully read and considered the terms and conditions of the Request for Proposals for Municipal Solid Waste (MSW) Collection Services, CVWMA RFP 11-XX, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified.

By: _____

Name

Title

Company

State of Incorporation or Formation

Address

City, State Zip Code

Area Code and Telephone Number

State of _____ City/County of _____ on _____,
2011:

The individual whose name is signed to the foregoing instrument appeared before me, acknowledged the foregoing signature as his/hers, and having been duly sworn by me, made an oath that the statements in the said instrument are true.

My commission expires: _____
Signature _____

PRICE PROPOSAL FORM

COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES

**FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 11-49**

Monthly inclusive service per residential/residential equivalent unit for weekly MSW collection and disposal as described in Section 5, p. 5-13	<u>\$/Residence or ERU/month</u>
Contractor provided carts (approximately 68 gallons)	
Contractor provided carts (approximately 96 gallons)	

Per unit price of contractor-provided cart (approximately 96 gallons); please specify amortization option(s) and period _____ _____ _____	
--	--

Monthly per unit rental for 40 cubic yard open top container	\$
Per pull charge for 40 cubic yard open top container	
Per ton disposal fee for MSW collected in 40 cubic yard open top and compactor containers	

<i>SPECIAL BULKY WASTE COLLECTION</i> <i>Price per ton for disposal of Special Bulky Waste collected per Section 5</i>	
Litter Basket Fee Unit price: dollars per collection occurrence	\$_____ per collection occurrence

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COST PROPOSAL FORM 2

**COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 11- 49**

**Inclusive monthly cost for collection and disposal for Containerized
Municipal Solid Waste in Front End Loading (FEL) Containers**

	2 CUBIC YARD FEL	4 CUBIC YARD FEL	6 CUBIC YARD FEL	8 CUBIC YARD FEL
Monthly Cost 1 Collection per week				
Monthly Cost 2 collections per week				
Monthly Cost 3 collections per week				
Monthly Cost 4 collections per week				
Monthly Cost 5 collections per week				
On-Call Service per call.				

ALTERNATE PROPOSAL FORM

**COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 11- 49**

Item	Unit Price

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SECTION 4

OFFEROR'S SUBMITTAL CHECKLIST

COLONIAL HEIGHTS MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

All offerors submitting a response to the CVWMA RFP for Municipal Solid Waste (MSW) Collection Services should insure themselves that the conditions described in this RFP document have been met prior to submitting the proposal. The following checklist is provided to assist the offeror in verifying the completeness of the proposal.

1.	One (1) Original, and Three (3) Copies of the Proposal	
2.	Non-Collusion Affidavit Of Offeror	
3.	Cost Proposal Forms	
4.	Performance Bond Commitment Letter	
5.	Equipment Listing	
6.	Certificates of Insurance or Evidence Thereof	
7.	Financial Statements	

EQUIPMENT LISTING (Checklist #5)

TECHNICAL DESCRIPTION OF COLLECTION EQUIPMENT AND ROUTES

Instructions: This form shall be executed by the authorized official to bind the company.

Information should be completed for each different model of equipment proposed (including any spares). This list should include equipment to service the specified residential homes in the City of Colonial Heights.

No. of Units	Make of Chassis& Body	Model	Year	Capacity/Cubic Yards	Loading Method	Delivery Schedule, if not Currently Owned

ROUTE PLANNING ASSUMPTIONS

	Number of Routes	Average Stops Per Load	Average Stops Per Day	Collection Hours Per Full Load	Cu. Yds Per Load	Crew Size	Total Operating Hours Per Day
Manual or Semi-manual Route							
Automated Routes							

Signature of person duly authorized to sign submittal on behalf of the proposer:

Authorized Signature

Date