

AGREEMENT FOR IMPROVEMENTS TO
PATRICIA ANN BYROM FOREST PRESERVE PARK

THIS AGREEMENT, made this 23rd day of July 2016 by and between **BLUE RIDGE HERITAGE PROJECT** (hereafter called “BRHP”), a Virginia nonstock corporation with its principal office located at 437 Evergreen Church Road, Stanardsville, Virginia 22973, and the **COUNTY OF ALBEMARLE, VIRGINIA** (hereinafter called the “County”), a political subdivision of the Commonwealth of Virginia, located at 401 McIntire Road, Charlottesville, Virginia, 22902.

WITNESSETH: BRHP, through the Albemarle Blue Ridge Heritage Project Steering Committee, hereby agrees to construct in the Patricia Ann Byrom Forest Preserve Park, owned by the County:

1. Phase I -- a stand-alone chimney with memorial plaque. Budget: \$13,000
2. Phase II (contingent on BRHP funding, as detailed below) -- a post and beam structure to shelter informational kiosks and show the dimensions of a modest size house in the park survey area during the 1930’s. The structure can also shelter heritage presentations of mountain culture and promote tourism. Budget: \$15,000

Phases I and II shall hereinafter be referred to collectively as the “Project”. BRHP shall perform independent fundraising efforts to cover all costs of the Project and shall provide all services as described in this Agreement at no cost to the County. To ensure each phase of the Project is completed in a timely manner, unless approved otherwise by the County, no work shall commence on that Phase of the Project until sufficient funds have been raised by the BRHP to cover all anticipated costs for completion of that Phase of the Project. Specifically, construction of Phase I shall not commence until and unless sufficient funds have been raised by the BRHP to complete that Phase and, subsequently, no work shall commence on Phase II until and unless sufficient funds have been raised by the BRHP to cover all anticipated costs for completion of Phase II. Should the BRHP

determine that it is unable to raise sufficient funds to complete Phase II, the BRHP shall notify the County and shall be under no further obligation to complete that Phase.

1. **Project Management.** BRHP, through the Albemarle Blue Ridge Heritage Project Steering Committee, shall manage the Project, obtain any and all required permits, and oversee the work, using the approved Contractors identified herein. Work shall be conducted and the Project completed in accordance with any required permits and the County-approved Project plans. Any variances from those plans are subject to County and BRHP review and approval prior to the commencement of any surveying, tree removal or excavation work. BRHP, through the Albemarle Blue Ridge Heritage Project Steering Committee, shall complete the Project as herein described within twelve months of County approval.

2. **Contractors.** The parties agree that Cavalier Septic Service, L.L.C. and Salvagewrights LTD. (collectively, the “Contractors”) will provide services. Each Contractor must provide insurance and sign an appropriate liability agreement/release.

Each Contractor and any subcontractors providing services on the Project must provide a certificate of insurance (prior to beginning the surveying, tree removal and/or excavation) with a minimum of \$1,000,000.00 general liability insurance, and Worker’s Compensation insurance covering all operations relating to work being done under this Agreement and being conducted on County property. Neither BRHP nor the County will be liable to any contractor, subcontractors, their agents, or third parties. Each Contractor must indemnify and hold harmless BRHP and the County from claims, suits, liability, damage, and expenses of any kind, including, but not limited to fire or equipment damage, which may arise as a result of the actions of either Contractor or any of its subcontractors or agents. BRHP and the County shall be named as additional insureds on the required certificates of insurance.

3. **Work-Specific Requirements.** The Project shall be sited and constructed as depicted on the attached diagrams. The Contractors shall contact MISS UTILITY prior to any excavation. The Contractors shall maintain a safe work site at all times and ensure that appropriate signage and barriers are in place. The Contractors shall remove all Project-generated debris, including excess concrete, from the property.

4. **Acceptance and Ownership of Improvements.** Upon completion of construction, BRHP shall notify the County and request County inspection of all improvements. Provided that all such improvements are constructed and completed to the County's satisfaction, ownership of such improvements shall transfer to the County upon the conclusion of such inspection.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below:

BLUE RIDGE HERITAGE PROJECT

COUNTY OF ALBEMARLE, VIRGINIA

Bill Henry, President

Thomas C. Foley, County Executive

Date

Date

Approved as to form:

Albemarle County Attorney