FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

February 18, 2015

Work Session at 4:00pm

Regular Meeting at 7:00 pm

TAB	AGENDA ITEMS
A – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE	
B – WORK SESSION	
	RK&K Preliminary Engineering Report
C – RECESS	
1 – RECONVENE; CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE	
1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE	
2 – ADOPTION OF AGENDA	
3 – COUNTY ADMINISTRATOR'S REPORT	
4 – BOARD OF SUPERVISORS' UPDATES	
5 – PUBLIC COMMENTS #1 (5 minutes each)	
6 – PUBLIC HEARING	
Mc	ZMP 14-04 Green Springs Timber, LLC—Steve Tugwell, Senior Planner
N	ZTA 15-01 Public Sign Ordinance—Jay Lindsey, Planner
7 – ACTION MATTERS	
O	Advertisement of the Proposed FY16 Real Property Tax Rate Increase—Mary Anna Twisdale, Management Analyst
P	Fork Union Streetscape Project: Contract Award—Joe Rodish, Purchasing Officer
8 – PRESENTATIONS (normally not to exceed 10 minutes each)	
Q	Dogs and Barking: Other Localities' Approaches—Jay Lindsay, Planner
R	FY15 2nd Quarter Budget Report—Mary Anna Twisdale, Management Analyst
S	FCPS FY16 Budget Request Presentation – Gena Keller, FCPS Superintendent (*added to agenda 2/15/15*)
9 – CONSENT AGENDA	
T	Minutes of February 4, 2015 Meeting—Kelly Belanger Harris, Clerk to the Board
U	E911 Radio Console and Software Upgrade Grant Application—Andrea Gaines, Director of Communications
V	FY15 Voluntary Contributions 1st Half—Mary Anna Twisdale, Management Analyst
W	Accounts Payable Report—Mary Anna Twisdale, Management Analyst

Fluvanna County…The heart of central Virginia and your gateway to the future!

For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

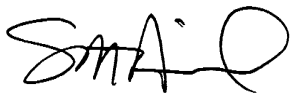
TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

Legal Matters and Investment of Funds

14 – ADJOURN



_____

County Administrator Review

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For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
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****

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

****

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.

2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.

3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.

4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
   - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
   - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
   - Speakers should approach the lectern so they may be visible and audible to the Board.
   - Each speaker should clearly state his/her name and address.
   - All comments should be directed to the Board.
   - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
   - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
   - Speakers with questions are encouraged to call County staff prior to the public hearing.
   - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
   - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
   - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
   - Further public comment after the public hearing has been closed generally will not be permitted.

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TAB Mc

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

AGENDA TITLE:	**ZMP 14:04** – Green Springs Timber, LLC				
MOTION(s):	I move that the Board of Supervisors **approve/deny/defer** ZMP 14:04 of the attached ordinance for ZMP 14:04, a request to amend the Fluvanna County Zoning Map with respect to 15.986 acres of Tax Map 5, Section 11, Parcel L5A to rezone the same from A-1, Agricultural, General, to I-2, Industrial, General.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	x				
STAFF CONTACT(S):	Steve Tugwell, Senior Planner				
PRESENTER(S):	Steve Tugwell, Senior Planner				
RECOMMENDATION:	At its meeting on January 28, 2015, the Planning Commission **recommended approval** of ZMP 14:04 (5-0); Mrs. Eager moved to recommend approval, Mr. Zimmer seconded; Ayes: Bibb, Eager, Gaines, Johnson, and Zimmer.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request to amend the Fluvanna County Zoning Map with respect to 15.986 acres of Tax Map 5, Section 11, Parcel L5A to rezone the same from A-1, Agricultural, General, to I-2, Industrial, General.				
FISCAL IMPACT:	-				
POLICY IMPACT:	***Regarding ZMP 14:04***, The Board of Supervisors may: • Approve this request, allowing the Fluvanna County Zoning Map to be amended; OR • Deny this request, preventing the Fluvanna County Zoning Map to be amended; OR • Defer this request and make a final decision at a later date.				
LEGISLATIVE HISTORY:	Review of a proposed rezoning request in accordance with Chapter 22, Article 20 of the Fluvanna County Code (Zoning Ordinance: Amendments & Rezoning) Application was received on November 6, 2014; Planning Commission reviewed the request on January 28, 2015.				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS	Legal	Finance	Purchasing	HR	Other
					X

COUNTY OF FLUVANNA

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P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZMP 14:04
Tax Map: Tax Map 5, Section 11, Parcel L5A

From: Steve Tugwell
District: Columbia
Date: February 18, 2015

General Information: This request is to be heard by the Board of Supervisors on Wednesday, February 18, 2015 at 7:00 pm in the Circuit Courtroom in the Courts Building.

Owner/Applicant: Green Springs Timber, LLC

Representative: Richard E. Dost

Requested Action: To amend the Fluvanna County Zoning Map with respect to approximately 15.986 acres of Tax Map 5, Section 11, Parcel L5A, to rezone the same from A-1, Agricultural General, to I-2, Industrial, General. (Attachment A)

Location: The affected property is located on the east side of James Madison Highway (Route 15), at the terminus of Cedar Bend Drive, approximately 700 feet southeast of the intersection of Richmond Road (Route 250) and James Madison Highway (Route 15). (Attachment B)

Existing Zoning: A-1, Agricultural, General

Proposed Zoning: I-2, Industrial, General

Existing Land Use: Vacant land

Planning Area: Zion Crossroads Community Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1, B-1, I-1, and I-2. There is an adjoining and accompanying 8.929 acre parcel in Louisa County (TMP 51-1-5).

Zoning History: A boundary line adjustment (SUB 07:69) was approved on December 5, 2007.

Neighborhood Meeting:

Including the applicant and his associate, there were four (4) attendees present at the December 10, 2014 Neighborhood meeting. The following comments were noted:

i. When will there be water availability to this area?
ii. One neighbor was "*all for growth in this area*", but stated concerns for additional noise, and wanted to insure that a buffer would be implemented to screen the proposed use from the adjoining residential neighbors.
iii. Will there be a buffer zone?
iv. Would the proposed use be for pellets?

(Attachment C)

Technical Review Committee:

The Technical Review Committee meeting for this item was held on Thursday, December 11, 2014.

(Attachment D)

Statement of Intent: The Statement of Intent indicates the purpose of the zoning district and describes the characteristics of uses generally found within the district.

The Statement of Intent for the I-2, Industrial, General Zoning District is as follows:

The primary purpose of this district is to establish an area as defined by the Comprehensive Plan where the principal use of land is for heavy commercial and industrial operations, which may create some nuisance, and which are not properly associated with, nor particularly compatible with, residential, institutional, and neighborhood commercial service establishments. The specific intent of this district is to:

(a) encourage the construction of and the continued use of the land for heavy commercial and industrial purposes;
(b) prohibit residential and neighborhood commercial use of the land and to prohibit any other use which would substantially interfere with the development, continuation or expansion of commercial and industrial uses in the district;
(c) to encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this ordinance.

Current Request:
Mr. Dost intends on constructing a 24,000 square foot metal building on the 15.986 (TMP 5-11-L5A) acre parcel located in Fluvanna County in order to facilitate storage of his packaged wood-pellets products.

Contractor's storage yards, lumberyards, permanent sawmills, and wholesale warehouses are all by-right uses in the I-2 (Industrial, General) zoning district.

The current proposal is an extension of his existing business (CHIPS, LLC), which is located on an adjoining property along with the business office, which has frontage on Route 250 (Three Notch Road), and is accessed internally from Zion Park Road. The subject parcel, Tax Map 5-11-L5A, is also proposed access internally from Zion Park Road.

There is an adjoining and accompanying 8.929 acre parcel located in Louisa County (TMP 51-1-5). Planning staff requested comments from Louisa County staff on December 10, 2014, and received a response via email on January 28, 2015.

If the rezoning is successful, then a site development plan must be reviewed and approved administratively by planning staff prior to commencement of site construction.

(Attachment E)

Comprehensive Plan Analysis:

Land Use:
This property is located in the Zion Crossroads Community Planning Area, and according to the 2009 Comprehensive Plan, this area is the "*county's primary regional economic development area and is targeted as a regional employment center and for primarily mixed-use, mixed-income development that will also help develop the infrastructure needed for such development, as well as diversifying the county's tax base*". This Planning Area is conducive to industry due to the transportation networks that connect west to Charlottesville and east to Richmond.

This property is currently in land-use status. If successfully rezoned to I-2, then the parcel may be reclassified out of land-use and into an industrial use category.

Economic Development:
The 2009 Comprehensive Plan states that the Zion Crossroads area "*is the primary commercial node, with primarily retail and office uses, but also light industrial and mixed-use, mixed-income residential development*" base and is an area of concentration of major employers. The Comprehensive Plan considers this an area that is very conducive to further development due to its location and proximity to major transportation networks. This area is one that should be zoned for industrial and/or commercial uses and the county should promote economic development in this area at, along, and near Route 250 and Route 15.

Planning Commission:

The Planning Commission considered this request at their January 28, 2015 meeting. Planning Commission member Patricia Eager stated that the applicant would be storing his product in the proposed warehouse year-round, in which the applicant agreed. Chairman Bibb asked if the total acreage of 24.19 was wholly within Fluvanna County, and planning staff clarified that 15.986 acres is in Fluvanna, and that there is an adjoining parcel located in Louisa County. Mrs. Eager asked what the parcel in Louisa County is zoned, and staff replied that it is zoned C-2 (mixed-use).

Applicant Richard Dost introduced himself and stated that he is co-owner of CHIPS, Inc. which is a wood product business presently located in Zion Crossroads in Louisa County. Mr. Dost said that he enjoys this location due to its proximity to I-64 and that he has around 70-75 employees, most of which are Fluvanna residents. Mr. Dost indicated that if this rezoning is successful, then he may hire additional employees.

Mrs. Eager asked whether or not screening would be provided because it appeared to be a concern of residents in the neighborhood, as well as an ordinance requirement. Staff clarified that required screening would have to be demonstrated on the final site development plan. Mr. Zimmer asked what the potential uses are in the I-2 zoning district, and Mr. Stewart read some of the permitted uses from the ordinance. Mrs. Eager noted that the only difference in the I-1 and the I-2 zoning district is that permanent saw mills are allowed, to which Mr. Stewart agreed and stated that heavy manufacturing requires a special use permit. Mr. Dost stated that a 24,000 square foot building is the largest building Fluvanna will allow him to build, and that he would access water from Louisa County if they allow him to.

Mr. O'Brien inquired about other potential uses, if any, and whether or not the building would be enclosed. Mr. Dost replied that the building will be used for storage and that three (3) sides would be enclosed and one (1) side open. Mrs. Eager asked whether or not two (2) buildings could be built on the property, and Mr. Stewart advised that they could if in compliance with the building code.

There were no comments from the public.

Mr. Bibb stated that in his perspective the application meets the requirements of the Comprehensive Plan. Mr. O'Brien asked Mr. Dost if he has spoken with the Commissioner of Revenue to see what the tax implications would be to a change in zoning, if any.

Without further discussion, Mrs. Eager moved to recommend approval, and Mr. Zimmer seconded. The motion carried with a vote of 5-0-0. AYES: Bibb, Eager, Gaines, Johnson, and Zimmer.

Conclusion:

This rezoning request appears to meet the intent of the Comprehensive Plan in that, "*this area is the county's primary regional development area and is targeted as a regional employment center*

and for primarily mixed-use, mixed-income development that will also help develop the infrastructure needed for such development, as well as diversifying the county's tax base."

When reviewing this rezoning request, the Board of Supervisors should take into consideration how this request accomplishes (or does not accomplish) the goals and intent of the Comprehensive Plan.

Suggested Motion:

I move that the Board of Supervisors **approve/deny/defer** ZMP 14:04 of the attached ordinance for ZMP 14:04, a request to amend the Fluvanna County Zoning Map with respect to 15.986 acres of Tax Map 5, Section 11, Parcel L5A to rezone the same from A-1, Agricultural, General, to I-2, Industrial, General.

Attachments:
A – Application and APO letter
B – Aerial Vicinity Map
C – Neighborhood meeting sign-in sheet
D – TRC comment letter, emails, and email from Louisa County
E – Sketch plan
F – Proposed Ordinance

Copy: File

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

Received
NOV 06 2014
Planning Dept.

Owner of Record: GreenSprings Timber LLC. **Applicant of Record:**

E911 Address: 26 Zion Park Rd Troy VA 22974 E911 Address:

Phone: 434-589-2424 Fax: 434-589-2426 Phone: Fax:

Email: ddost@chipslbr.com Email:

Representative:

E911 Address:

Phone: Fax:

Email:

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? ○ No ○ Yes

If Yes, what district:

Tax Map and Parcel(s): TM 5(11)-L5A Fluvanna TM 5(1)-5 Louisa **Deed Book Reference:** DB 915 Page 542

Acreage: 24.915 **Zoning:** Ag (15.986 acres Fluvanna) Deed Restrictions? ✓ No ○ Yes (Attach copy)

Location of Parcel: SOUTHEAST Corner of Zions X Roads. CEDAR BOND Drive to the South Stonting Rt 250

Requested Zoning: I-2 Proposed use of Property:

Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.

I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 11-6-2014 Signature of Owner/Applicant:

Subscribed and sworn to before me this 6 day of Nov ,20 14 Register # 137674

My commission expires: 10-31-2015 Notary Public: Renita Hanson

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY			
Date Received: 11/06/14	Pre-Application Meeting:	PH Sign Deposit Received: 90.00	Application #: ZMP 14 :004
$1,000 plus $50 for per acre plus mailing costs fee paid:	**Mailing Costs:** $20.00 Adjacent Property Owner(APO) after 1st 15, Certified		
Proffer or Master Plan Amendment: $750.00 plus mailing costs			
Election District: Columbia		Planning Area: Zion Crossroads Community Planning area	

Public Hearings	
Planning Commission	**Board of Supervisors**
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing
Decision:	Decision:

Memorandum

DATE: 02 February 2015

RE: APO'S for **ZMP 14:04** Public Hearing Letters

TO: Jason Stewart

FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the February 18, 2015 Board of Supervisor's meeting.

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NOTICE OF PUBLIC HEARING

February 2, 2015

«Owner»
«Address»
«City_State» «Zip_Code»
TMP# «TMP»

Re: Public Hearing on ZMP 14:04

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on **Wednesday, February 18, 2015** at **7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

> **ZMP 14:04 – Green Springs Timber, LLC** - An ordinance to amend the Fluvanna County Zoning Map with respect to 24.19 acres of Tax Map 5, Section 11, Parcel L5A to rezone the same from A-1, Agricultural, General to I-2, Industrial, General. The affected property is located on the east side of James Madison Highway (Route 15), at the terminus of Cedar Bend Drive, approximately 700 feet southeast of the intersection of Richmond Road (Route 250) and James Madison Highway (Route 15). The property is located in the Columbia Election District and is within the Zion Crossroads Community Planning Area.

The applicant or applicant's representative must be present at the Board of Supervisors meeting. The tentative agenda and staff report will also be available for review by the public in the Fluvanna County Planning and Community Development Department during working hours (8:00 a.m. – 5:00 p.m., Monday through Friday). If you have any questions, please feel free to contact me at 434–591–1910.

Sincerely,

Steven Tugwell
Senior Planner

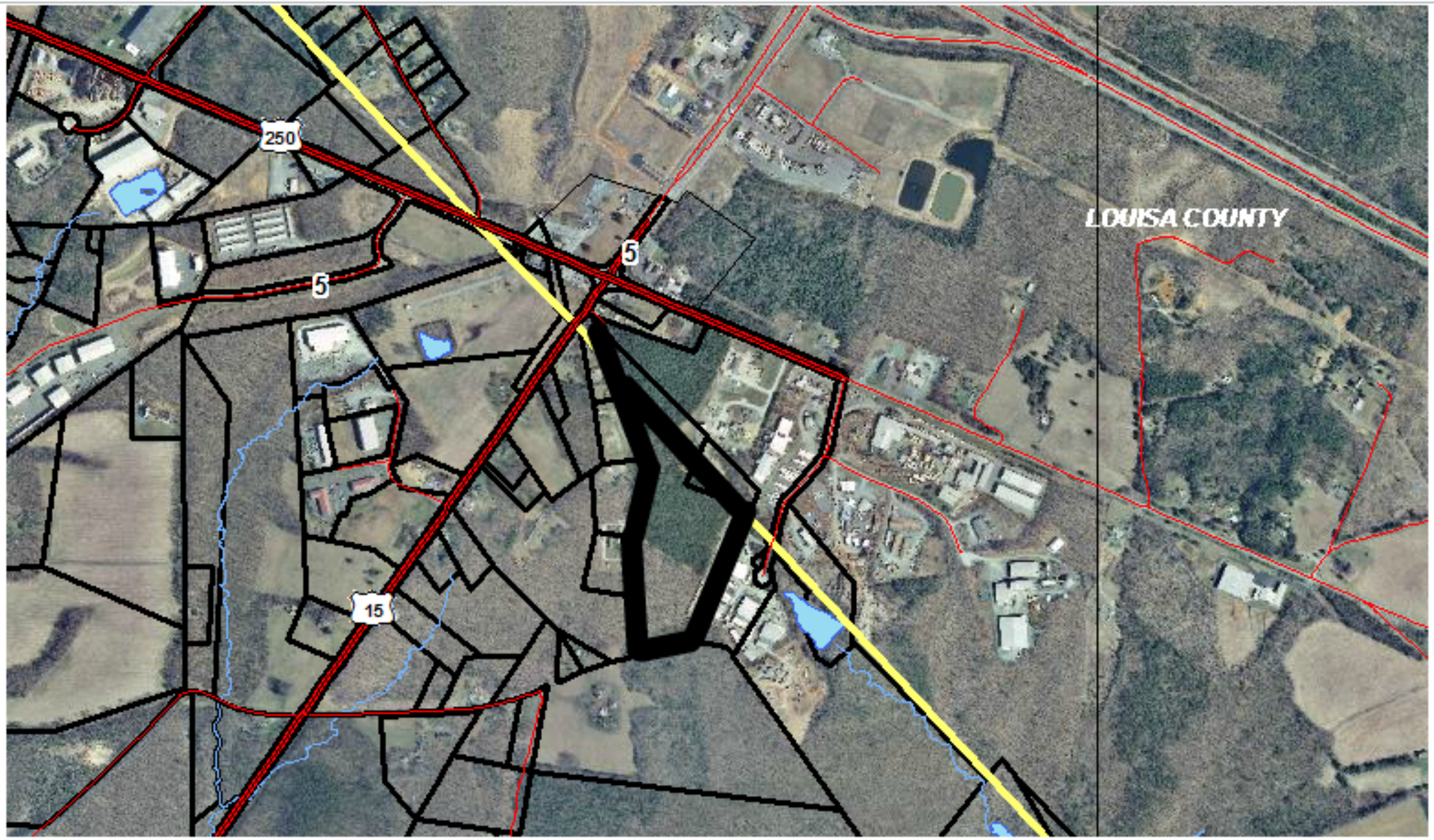
ZMP 14-04: Green Springs Timber

TMP	Owner	Address	City& State	Zip
5 (A) 63	Barry & Ruth Parrish	160 Morris Rd	Troy, Va	22974
5 (11) 7B	Northland Forest Product	220 Zion Park Rd	Troy, Va	22974
5 (11) 7C	Northland Forest Product	220 Zion Park Rd	Troy, Va	22974
5 (11) 5B	I & J Homebuilders	21708 James Madison Highway	Troy, Va	22974
5 (11) 5C	J.C. & Ora Jane Johnson	156 Cedar Bend Dr.	Troy, Va	22974
5 (A)57B	Kenneth & Nancy Blackburn	157 Cedar Bend Dr.	Troy, Va	22974
5 (A) 57C	Santos BM Franco	151 Cedar Bend Dr.	Troy, Va	22974
5 (A) 57A	Robert & Shirley Kendrick Sr.	21452 James Madison Highway	Troy, Va	22974
5 (11) L6A	Allied Concrete Company	P.O. Box 1647	Charlottesville, Va	22902
5(11)L5A	Green Springs Timber LLC	26 Zion Park Rd	Troy, Va	22974

ZMP 14:04 Green Springs Timber, LLC

Attachment B

N



Scale: 1:18055.954822	Date: 01/21/2015	Printed By:

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

December 10, 2014 Neighborhood Meeting

SIGN IN SHEET FOR:

ZMP 14:04 – Green Springs Timber, LLC - An ordinance to amend the Fluvanna County Zoning Map with respect to 24.19 acres of Tax Map 5, Section 11, Parcel L5A to rezone the same from A-1, Agricultural, General to I-2, Industrial, General. The affected property is located on the east side of James Madison Highway (Route 15), at the terminus of Cedar Bend Drive, approximately 700 feet southeast of the intersection of Richmond Road (Route 250) and James Madison Highway (Route 15). The property is located in the Columbia Election District and is within the Zion Crossroads Community Planning Area.

Please Print Your Name & Address:

1. Michael Passerell - Northland Forest Products
2. Clark Diehl - Chips, Inc. 26 Zion ~~Rd.~~ Park Rd.
3. Dick Dost CHIPS INC 26 Zion Park Rd, TROY
4. Ken Blackburn ~~276~~ 157 Cedar Bend Dr. TROY, VA
5.
6.
7.
8.
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10.
11.
12.
13.

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December 17, 2014

Green Springs Timber, LLC
26 Zion Park Road
Troy, VA 22974

Re: **TRC comments ZMP 14:04 Rezoning from A-1 to I-2**
Tax Map 5-11-L5A, and 51-1-5 in Louisa County

Dear Mr. Dost:

The following comments are the result of the Technical Review Committee meeting. Comments are outlined below:

1. Charles Miller stated that they have no comments with regard to this request;

2. Planning staff asked for clarification as to what the building will be used for, planning staff also inquired about the means of ingress and egress; Staff requested a site visit, and staff notified the applicant that a final site development plan will be required;

3. VDOT has made a site visit and reviewed the referenced proposal, VDOT offers the following preliminary comments:

   As a follow up to the Fluvanna County TRC Meeting held earlier today concerning the referenced subject, Dickie Dost of Chips, LLC, advised that access to the site will be through the existing state road system Zion Crossroads Industrial Park at this time. An approximately 24,000 sq. ft. warehouse is proposed on the referenced parcel. It is proposed to store pallets with bags of wood pellets and shavings in the warehouse as these are presently stored outside of the Chips' wood pellet plant on the west side of Rte. 795. In addition to the pellets and chips, Mr. Dost advised that lumber may be stored in the warehouse at certain times of the year. Storage of these wood products is not expected to result in any significant increase in the traffic at the Industrial Park Entrance on Rte. 250.

   Mr. Dost advised that some time in the future they may develop the section of the parcel that fronts on Rte. 250 immediately west of the Allied Concrete property. I advised that a future entrance on Rte. 250 (Rural Major Collector) would have to meet Access Management Standards for spacing and that according to the County's GIS, the parcel's road frontage provided adequate spacing from the traffic signal (>660 feet)

and there would be adequate spacing from the existing commercial entrance for Allied Concrete (>335 ft.). I advised Mr. Dost that turn lanes may be required on Rte. 250 depending on the traffic generated by the future development and that VDOT would need to look at the entrance in relation to the section of Rte. 250 transitioning from 2 lanes to 1 lane at this location.

The Planning Commission public hearing is scheduled for Wednesday, January 28, 2015 at 7 p.m. in the Circuit Court Room of the Courts Building in Palmyra, VA.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,

Steve Tugwell
Senior Planner
Dept. of Planning & Community Development

cc: File

Steven Tugwell

From: Steven Tugwell
Sent: Wednesday, December 10, 2014 2:18 PM
To: 'afinchum@louisa.org'
Subject: Rezoning request
Attachments: 12 11 2014 TRC agenda.pdf

Importance: High

Hi Allyson,

Do you have any comments on this rezoning? Its adjacent to Louisa.

Thanks!
Steve

Steve Tugwell
Senior Planner
Dept. of Planning & Community Development
Fluvanna County, VA
434-591-1910
stugwell@fluvannacounty.org

please conserve, do not print this e-mail unless necessary

Steven Tugwell

From:	Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>
Sent:	Thursday, December 11, 2014 3:19 PM
To:	Steven Tugwell
Cc:	Reed, James M. (VDOT); Wolfrey, Sharon A. (VDOT)
Subject:	ZMP 14:04 - Green Springs Timber, LLC (TMS 5-11-L5A on Rte. 250 & Rte. 15), Fluvanna County
Importance:	High

Steve,

As a follow up to the Fluvanna County TRC Meeting held earlier today concerning the referenced subject, Dickie Dost of Chips, LLC, advised that access to the site will be through the existing state road system Zion Crossroads Industrial Park at this time. An approximately 24,000 sq. ft. warehouse is proposed on the referenced parcel. It is proposed to store pallets with bags of wood pellets and shavings in the warehouse as these are presently stored outside of the Chips' wood pellet plant on the west side of Rte. 795. In addition to the pellets and chips, Mr. Dost advised that lumber may be stored in the warehouse at certain times of the year. Storage of these wood products is not expected to result in any significant increase in the traffic at the Industrial Park Entrance on Rte. 250.

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J. Mark Wood, P.E., L.S.
Area Land Use Engineer
Virginia Department of Transportation
Land Development – South
P.O. Box 2194
Louisa, VA 23093
Phone: (540) 967-3708
Cell: (540) 223-5240
Email: Mark.Wood@VDOT.Virginia.gov

Steven Tugwell

From: Miller, Charles (VDH) <Charles.Miller@vdh.virginia.gov>
Sent: Wednesday, December 03, 2014 2:54 PM
To: Steven Tugwell
Subject: RE: December 11, 2014 TRC agenda

Steve,

We have no comments regarding the rezoning of TM 5-11-L5A (ZMP 14:04)

Thanks,
Charles

From: Steven Tugwell [mailto:stugwell@fluvannacounty.org]
Sent: Wednesday, December 03, 2014 12:38 PM
To: Alyson Sappington; Andrea Gaines; Andy Wills; Barry Bibb; Brad Sheffield; Miller, Charles (VDH); Wright, Chuck (DOF); Deidre Creasy; Donald Gaines; Ed Zimmer; Rice, Gary (VDH); Jason Stewart; Jay Lindsey; Lewis Johnson; Lucas Lyons; Wood, Mark, P.E., L.S (VDOT); Mike Brent; Patricia Eager; Robert Popowicz; Roger Black; solson@forcvec.com; Tony O'Brien; Wayne Stephens
Subject: December 11, 2014 TRC agenda
Importance: High

Dear TRC,

Attached is the TRC agenda for this month. I hope to see you all there, but if you cannot attend the meeting, feel free to email me your questions or comments.

Thanks,
Steve

Steve Tugwell
Senior Planner
Dept. of Planning & Community Development
Fluvanna County, VA
434-591-1910
stugwell@fluvannacounty.org

please conserve, do not print this e-mail unless necessary

Steven Tugwell

From: Mike-Kathy Brent <mkbrent7@gmail.com>
Sent: Friday, December 19, 2014 3:52 PM
To: Steven Tugwell
Subject: Re: Dost rezoning comments

Steve
No comments after I asked him a couple of questions.

Mike

On Wed, Dec 17, 2014 at 1:01 PM, Steven Tugwell <stugwell@fluvannacounty.org> wrote:

HI Mike,

Did you have any comments on this rezoning request? I'm trying to get the comment letter to the applicant.

Thanks,

Steve

Steve Tugwell

Senior Planner

Dept. of Planning & Community Development

Fluvanna County, VA

434-591-1910

stugwell@fluvannacounty.org

please conserve, do not print this e-mail unless necessary

Steven Tugwell

From: Allyson Finchum <afinchum@louisa.org>
Sent: Wednesday, January 28, 2015 3:54 PM
To: Steven Tugwell
Cc: Linda Buckler
Subject: Rezoning Green Springs Timber

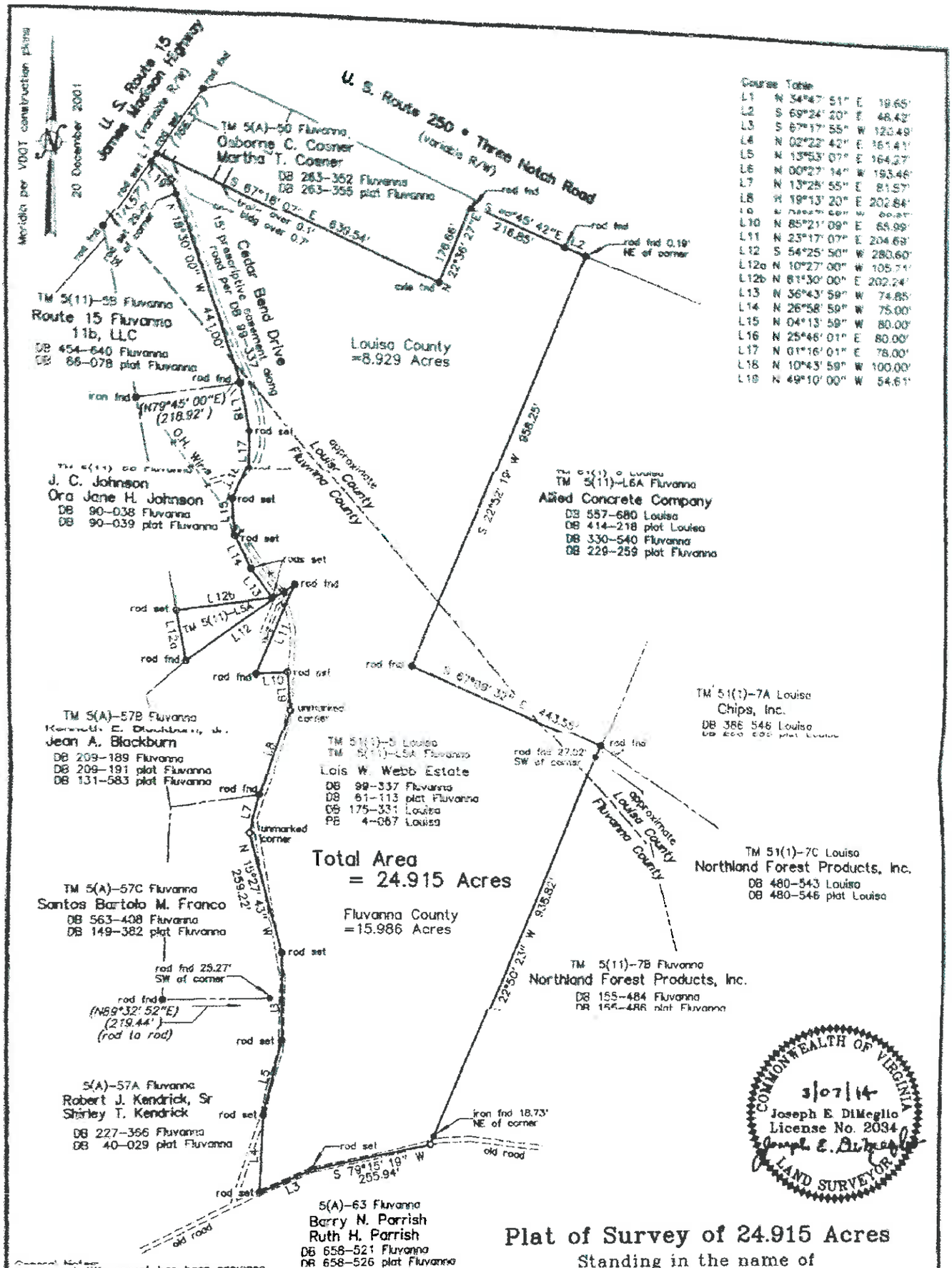
Steve,
I have reviewed the application for rezoning by Green Springs Timber, LLC - ZMP 14:04. The plat indicates the total area of the parcel is 24.915 acres. A portion of the parcel (8.929 acres) is within and taxed by Louisa County and is zoned C-2.

Louisa's comprehensive plan indicates this parcel and the surrounding area is intended, in the future, for mixed-use which includes a variety of land uses, but not industrial. An older established pattern of land use and existing zoning on surrounding properties, however, contains industrial and commercial. Developing a parcel that is divided by a county boundary should be carefully crafted as two individual and unique future land use plans will be effected in various ways.

It is my understanding the entire development of uses and structures will occur in Fluvanna, however, the plat submitted for the rezoning application shows all points of frontage of the property is within Louisa - approximately 20 feet of frontage on Route 15 and 220 feet of frontage on Route 250.
Road impacts and related issues are a concern in any development scenario. A letter from the Virginia Department of Transportation states there will not be a significant increase in traffic and the applicant has stated the intent is to access through the existing state road system in Zion Crossroads Industrial Park. Any parcel with access in Louisa County will require the developer to submit appropriate documents to us for review and approval.

Thank you for the opportunity to comment.

Allyson Finchum
Director of Community Development
Louisa County
(540)967-3430



Plat of Survey of 24.915 Acres

Standing in the name of

Lois W. Webb Estate

Palmyra District, Fluvanna County

Green Springs District, Louisa County

Scale 1"= 200' • 24 February 2014

General Notes

No current title report has been provided.

Underground utilities and subsurface facilities have not been located.

Other easements, restrictions and property rights may exist that are not shown on this plan.

By graphic determination this lot is not mapped in FEMA Flood Hazard Zone "A" per Flood Insurance Rate Map, Community Number 510092, Panel 0250, Suffix B, Dated, November 5, 1997.

Boundary shown is based on a current field survey.

—o— denotes rod found or rod set

—o— denotes unmarked corner

0 100 200 400 600 800

Scale in Feet

Bell Surveys, Inc.
Professional Land Surveying
Land Planning & Site Design
30 Industrial Drive, Suite 1B • Louisa, Virginia 23093
Phone (540) 967-1514 • Fax (540) 967-1361

Job No. 1173W05 24.915 Acres Field Book 977

650 C:\SiteComp\SURVEY\1173W05\24.915 Acres.sc\

An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To 15.986 acres of Tax Map 5, Section 11, Parcel L5A to rezone the same from A-1, Agricultural General to I-2, Industrial, General.

(ZMP 14:04)

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2285, that the Fluvanna County Zoning Map be, and it is hereby, amended, as follows:

That 15.986 acres of Tax Map 5, Section 11, Parcel L5A, be and is hereby, rezoned from A-1, Agricultural, General to I-2, Industrial, General.

BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

SUBJECT:	ZTA 15:01 – Fluvanna County (Public Hearings – Zoning Ordinance)
MOTION(s):	**I move that the Board of Supervisors [approve/deny] ZTA 15:01 a request to amend the Fluvanna County Zoning Ordinance (*Chapter 22, Article 17-4: Special Use Permits; Chapter 22, Article 20-2: Planning Commission – Public Hearings; Chapter 22, Article 20-3: Governing Body – Public Hearing)* to provide the posting of signs to give additional notice of certain proposed zoning actions as described therein, as initiated by the Planning Commission by resolution on January 28, 2015 and written in the attached ordinance.**
STAFF CONTACT:	Jay Lindsey (Planner)
RECOMMENDATION:	Approve or deny this request.
TIMING:	Immediate decision requested at current meeting.
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to require applicants to cause an approved sign to be erected as part of public notice of certain zoning actions.
FISCAL IMPLICATIONS:	-
POLICY IMPLICATIONS:	Modification of existing zoning regulations to better specify requirements of public notice for certain zoning actions.
LEGISLATIVE HISTORY:	Modification of existing zoning regulations pursuant to Code of Virginia §15.2-2200. Planning Commission formally reviewed the request on January 28, 2015.
ENCLOSURES:	Staff Report (with Accompanying Attachments)

COUNTY OF FLUVANNA

" Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 15:01

From: Jay Lindsey
Date: February 18, 2015

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, February 18, 2015 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance Subsections 22-17-4, 22-20-2, and 22-20-3 (Chapter 22, Article 17-4: Special Use Permits; Chapter 22, Article 20-2: Planning Commission – Public Hearings; Chapter 22, Article 20-3: Governing Body – Public Hearing) to provide the posting of signs to give additional notice of certain proposed zoning actions. The proposed amendment:

- Requires applicants for a special use permit to provide public notice (in addition to the written public notice already required by Section 15.2-2204),by placing a sign of a type approved by the zoning administrator on the subject property at the nearest public road or its point of access; and
- Applies to public hearings of both the Planning Commission and the Board of Supervisors (Governing Body).

The amendment will affect Sec. 22-17-4, Sec. 22-20-2, and Sec. 22-20-3 of the Fluvanna County Code.

Background

Project Timeline

The proposed action has been discussed at the January 28, 2015 Planning Commission meeting. This meeting included a public hearing at which the Requested Action was recommended for *approval* by Planning Commission.

Below is a timeline of events related to ZTA 15:01:

November 20, 2015	Initial research and composition of Ordinance
January 28, 2015	Discussion and approval of requested action in Public Hearing at Planning Commission Meeting
February 18, 2015	Discussion and Public Hearing at Board of Supervisors

Analysis

The proposed amendment formally requires, as part of the process for the approval of special use permits, the posting of signs to give additional notice of a Public Hearing.

The amendment will affect Sec. 22-17-4, Sec. 22-20-2, and Sec. 22-20-3 of the Fluvanna County Code.

Comprehensive Plan

Fluvanna County's *Vision Statement* includes the following principles:

- That our government should reflect the values and principles of the people,
- That the individual citizens and taxpayers of Fluvanna consist of our community, and that their individual interests and rights subordinate the collective desires of our government.

By formalizing requirements strengthening public notice of certain zoning actions, the County can ensure that its citizens are better informed of local land use decisions which may affect them or their interests.

Planning Commission

The Planning Commission discussed this issue at its regular meeting on January 28, 2015.

The proposed amendment was formally reviewed by the Planning Commission on January 28, 2015. No one spoke at the public hearing. The Planning Commission recommended approval of the zoning text amendment with a vote of 5-0.

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance would better inform citizens of Public Hearings regarding certain zoning actions

The proposed amendment is intended to:

- Help the Zoning Administrator enforce local zoning requirements; and
- Help citizens stay abreast of land use decisions which may affect them and their community.

This proposal, initiated by the Planning Department after several months of consideration, is consistent with the 2009 Comprehensive Plan.

Suggested Motion

I move that the Board of Supervisors [approve/deny] ZTA 15:01 a request to amend the Fluvanna County Zoning Ordinance (*Chapter 22, Article 17-4: Special Use Permits; Chapter 22, Article 20-2: Planning Commission – Public Hearings; Chapter 22, Article 20-3: Governing Body – Public Hearing)* to provide the posting of signs to give additional notice of certain proposed zoning actions as described therein, as initiated by the Planning Commission by resolution on January 28, 2015 and written in the attached ordinance.

Attachments

A: Application
B: Proposed Ordinance

Copy:
Applicant/Representative: Fluvanna County

Reset Form

Print Form

Received

FEB 02 2015

Planning Dept.

COMMONWEALTH OF VIRGINIA

COUNTY OF FLUVANNA
Application for Zoning Text Amendment

Owner of Record: Fluvanna County

E911 Address: 132 Main Street Palmyra, VA 22963

Phone: 434-591-1910 Fax: 434-531-1911

Email: jlindsey@fluvannacounty.org

Representative: Jay Lindsey (Planner)

E911 Address: 132 Main Street Palmyra, VA 22963

Phone: 434-591-1910 Fax: 434-591-1911

Email: jlindsey@fluvannacounty.org

Applicant of Record: Fluvanna County

E911 Address: 132 Main Street Palmyra, VA 22963

Phone: 434-591-1910 Fax: 434-591-1911

Email: jlindsey@fluvannacounty.org

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Proposed amendment to the Zoning Ordinance: (attach additional sheets as necessary)
If the amendment proposes to replace existing text, please provide a full copy of the existing text for the affected section.

Location of Parcel: N/A

Section: N/A

Proposed Text: ZTA 15:01 - Amendment of the Fluvanna County Zoning Ordinance Subsections 22-17-4, 22-20-2, and 22-20-3 to provide the posting of signs to give additional notice of certain proposed zoning actions. The proposed amendment:
Requires applicants for a special use permit to provide public notice by placing a sign of a type approved by the zoning administrator on the subject property at the nearest public road or its point of access; and
Applies to public hearings of both the Planning Commission and the Board of Supervisors.
The amendment will affect Sec. 22-17-4, Sec. 22-20-2, ans Sec. 22-20-3 of the Fluvanna County Zoning Ordinance.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, the Board of Supervisors, and the Board of Zoning Appeals during the normal discharge of their duties in regard to this request.

Date: 2/2/2015 Signature of Owner/Applicant: Jay M

Subscribed and sworn to before me this 2nd day of February, 2015 Register # 7618135

My commission expires: 3/31/2018 Notary Public: Deidre J. Creasy

DEIDRE JOANNE CREASY NOTARY PUBLIC REG # 7618135 MY COMMISSION EXPIRES 3/31/2018 COMMONWEALTH OF VIRGINIA

OFFICE USE ONLY			
Date Received: 02/02/15	Pre-Application Meeting: —	PH Sign Deposit Received:	Application #: ZTA 15 :01
$550 fee paid: Not Applicable			

Public Hearings	
Planning Commission	**Board of Supervisors**
Advertisement Dates: January 15th and 22nd 2015	Advertisement Dates: Feb 5th & 12th 2015
APO Notification: Not Applicable	APO Notification: Not Applicable
Date of Hearing: January 28th 2015	Date of Hearing February 18th
Decision:	Decision:

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RESOLUTION

Be it resolved by the Fluvanna County Board of Supervisors, pursuant to Fluvanna County Code Sec. 22-20-1(c), that the Board intends to propose the following amendment to the Fluvanna County Code:

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 22 OF THE FLUVANNA COUNTY CODE SUBSECTIONS 22-17-4, 22-20-2 AND 22-20-3 TO PROVIDE THE POSTING OF SIGNS TO GIVE ADDITIONAL NOTICE OF CERTAIN PROPOSED ZONING ACTIONS

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285 and 15.2-2205, that the Fluvanna County Code be, and it is hereby, amended, in Subsections 22-17-4, 22-20-2 and 22-20-3, as follows:

Sec. 22-17-4. Special use permits.

A. When permitted by this chapter, special use permits may be authorized by the governing body upon the governing body's finding that the proposed use will not be detrimental to the character and development of the adjacent area.

B. The governing body may place conditions on the issuance of a special use permit.

C. All applications for a special use permit shall require notice and public hearing pursuant to Section 15.2-2204 of the Code of Virginia. *In addition to the notice required by Section 15.2-2204, the applicant shall cause a sign to be erected on the property which is the subject of any proposed amendment. Such sign shall be of a type approved by the zoning administrator and shall be posted on the subject property at the nearest public road or at its point of access to the nearest public road.* A rezoning application and, when required, a special use permit, may be applied for simultaneously and the required public hearing and the required notice and the rezoning request and special use permit request may be held jointly.

D. In the governing body's consideration of a special use permit application, the governing body shall consider the following guidelines:

(a) The proposed use shall not tend to change the character and established pattern of the area or community in which it proposes to locate.

(b) The proposed use shall be compatible with the uses permitted by right in that zoning district and shall not adversely affect the use and/or value of neighboring property.

DRAFT

(a) The applicant shall also submit with the application a current survey of the subject property and a sketch plan of all proposed improvements.

E. Applications for a special use permit shall be accompanied by a filing fee as determined by a fee schedule adopted by the governing body.

F. Any special use permit issued pursuant to this article may, after notice and hearing as provided in subsection C hereof, be revoked by the governing body upon a finding that (1) the use for which such permit was granted has been abandoned; or (2) that the holder of such permit has substantially breached the conditions of such permit. For purposes of this section, a special use permit may be deemed abandoned by the governing body if the approved use has not been initiated within two years from the date of approval.

G. In the event that any parcel which is subject to a special use permit issued pursuant to this article shall be rezoned to any other district, the effect of such rezoning on such permit shall be as follows:

(a) If such use shall be a use by right in such other district, such permit shall be deemed to be repealed and the use shall be deemed a use by right;

(b) If such use shall be a use by special use permit only, such permit shall remain in full force and effect, subject to the provisions of this chapter;

(c) If such use shall not be a permitted use, such permit shall be deemed to have been repealed, and the use permitted thereby shall be deemed to be a non-conforming use in accordance with Article 16 of this chapter.

.....

Sec. 22-20-2. Planning commission -- Public hearing; recommendations.

The planning commission shall hold at least one public hearing on such proposed amendment after notice as required by Section 15.2-2204 of the Code of Virginia, and may make appropriate changes in the proposed amendment as a result of such hearing. *In addition to the notice required by Section 15.2-2204, the applicant shall cause a sign to be erected on the property which is the subject of any proposed amendment. Such sign shall be of a type approved by the zoning administrator and shall be posted on the subject property at the nearest public road or at its point of access to the nearest public road.* Upon the completion of its work, the commission shall present the proposed amendment to the governing body together with its recommendations and appropriate explanatory materials.

Sec. 22-20-3. Governing body -- Public hearing.

Before approving and adopting any amendment, the governing body shall hold at least one public hearing as required by Section 15.2-2204 of the Code of Virginia, after which the governing body may make appropriate changes or corrections in the proposed amendment; provided, however, that no land may be zoned to a more intensive use classification than was contained in the public notice without an additional public hearing after notice required by Section 15.2-2204 of the Code of Virginia. *In addition to the notice required by Section 15.2-2204, the applicant shall cause a sign to be erected on the property which is the subject of any proposed amendment. Such sign shall be of a type approved by the zoning administrator and shall be posted on the subject property at the nearest public road or at its point of access to the nearest public road.* An affirmative vote of at least a majority of the members of the governing body shall be required to amend the zoning ordinance.

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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 02/18/2015

AGENDA TITLE:	Advertisement of the Proposed FY16 Real Property Tax Rate Increase				
MOTION(s):	**I move the Board of Supervisors authorize staff to advertise the FY16 proposed real property tax rate for public hearing on April 1st , 2015; the advertised proposed real property tax rate is $_____per $100, effective for tax year 2015.**				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	Approve the advertisement for public hearing to set the proposed real property tax rate of $_____ per $100.00, effective for tax year 2015.				
TIMING:	To meet the advertising submittal deadline for the Fluvanna Review on February 19th, 2015 and for publication in the Fluvanna Review on February 26th, 2015 in accordance with Virginia Code Section 58.1-3321				
DISCUSSION:	A. When any annual assessment, biennial assessment or general reassessment of real property by a county, city or town would result in an increase of 1 percent or more in the total real property tax levied, such county, city, or town shall reduce its rate of levy for the forthcoming tax year so as to cause such rate of levy to produce no more than 101 percent of the previous year's real property tax levies, unless subsection B of this section is complied with, which rate shall be determined by multiplying the previous year's total real property tax levies by 101 percent and dividing the product by the forthcoming tax year's total real property assessed value. B. The governing body of a county, city, or town may, after conducting a public hearing, which shall not be held at the same time as the annual budget hearing, increase the rate above the reduced rate required in subsection A above if any such increase is deemed to be necessary by such governing body.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	This action will allow adequate time to hear public comments on April 1st, 2015 regarding the proposed real property tax increase.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft advertisement for public hearing “Notice Of Proposed Real Property Tax Rate Increase”.				
REVIEWS	Legal	Finance	Purchasing	HR	Other
	X	**X**			

(Seal)
NOTICE OF PROPOSED
REAL PROPERTY TAX RATE INCREASE
FLUVANNA COUNTY
BOARD OF SUPERVISORS

In accordance with Virginia Code Section 58.1-3321, notice is hereby given that the Board of Supervisors of Fluvanna County, Virginia, proposes to increase the County's tax rate on real estate from the rate previously set at $.88 per $100 to a new rate of $_____ per $100, effective for the tax year 2015.

1. Assessment Increase: Total assessed value of real property, excluding additional assessments due to new construction or improvements on property, exceeds last year's total assessed value of real property by 2.11% percent.

2. Lowered Rate Necessary to Offset Increased Assessment: The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above would be $0.86 per $100 of assessed value. This rate will be known as the "lowered tax rate".

3. Effective Rate Increase: Fluvanna County proposes to adopt a tax rate of $_____per $100 of assessed value. The difference between the lowered tax rate and the proposed rate would be $_____per $100 or _____percent. This difference will be known as the "effective tax rate increase".
   Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. Proposed Total Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total budget of Fluvanna County will exceed last year's by _____percent.

The Board of Supervisors will hold a public hearing on Wednesday, April 1st, 2015, beginning at 4:00 p.m. at the Circuit Court Room, Fluvanna Courts Building, Palmyra, Virginia, at which time citizens of the County will be given an opportunity to appear before, and be heard by, the Board of Supervisors on the subject of the proposed real property tax rate increase.

Anyone needing special assistance or accommodation due to a disability in order to attend the hearing should contact the County Administrator's office, at (434) 591-1910, not later than 5 p.m. on March 27, 2015. Additional information can be obtained by calling the County Administrator's office at (434) 591-1910.

Fluvanna County
Board of Supervisors

TO: Fluvanna Review

THRU: County Attorney

Advertise on the following date: **Thursday, February 26, 2015**

Authorized by: Fluvanna County Board of Supervisors
Bill to: Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

AGENDA TITLE:	Contract Approval: Fork Union Streetscape Project – Phase I				
MOTION(s):	**I move to approve the Contract between the County of Fluvanna, Virginia and S. Walker Construction for Phase I of the Fork Union Streetscape Project in the amount of $354,730.00.** **Furthermore, The Board of Supervisors authorizes the County Administrator to execute the Contract contingent upon the Contract being approved as to form by the County Attorney.**				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Joe Rodish				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	Approval				
TIMING:	Project to begin on or about March 9, 2015				
DISCUSSION:	The project went through 2 rounds of solicitations. The first solicitation was unsuccessful and the County received zero bids. The project was rebid and the County received a total of 7 sealed bids on January 14, 2015. The bids ranged from $354,730 to $698,000. The apparent low bidder (S. Walker Construction) has been vetted by the County and VDOT. Both agencies concur that S. Walker Construction has met or exceeded the requirements of the bid.				
FISCAL IMPACT:	$354,730.00				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	OTHER
	X	**X**	**X**		

County of Fluvanna, Virginia

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract, dated this 19th day of February, 2015 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia ("Owner"), and S. Walker Construction, Inc., a Virginia corporation ("Contractor"), is binding among and between these parties as of the date of the Owner's signature.

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R E C I T A L S

1. NAMES AND ADDRESSES

The legal address for the Owner and the Contractor, and the addresses for delivery of Notices and other Project documents are as follows:

Owner	County of Fluvanna		
Attn	Wayne Stephens, Project Manager		
Address	132 Main Street		
City, State, Zip	Palmyra, VA 22963		
Telephone	(434-591-1910)	**FAX**	(434-591-1911)

Contractor	S. Walker Construction, Inc.		
Attn	**Jason Walker, Vice President**		
Address	**121 S. Main Street**		
City, State, Zip	**Blackstone, VA 23824**		
Telephone	(434-594-5181)	**FAX**	(434-292-4170)

Contractor's Virginia License #: 2705130206

FEIN/SSN: 27-0483843

2. PROJECT TITLE AND DESCRIPTION

The Project is identified as:

Project Title – Construct streetscape improvements along James Madison Highway (U.S. Route 15) in Fork Union, VA

General Project Description –

Construct the first phase of streetscape improvements for Fork Union, VA by widening the existing sidewalks along the west side of James Madison Highway (U.S. Route 15) by approximately 4-feet along a length of 1,600 feet. The southbound lane of the highway will be narrowed to allow for the improvements. The additional sidewalk width will be constructed of dry-laid brick pavers and will require demolition of the existing curb and gutter, removal of bituminous paving and replacement with CG-7 curb and gutter, curb cut ramps for ADA compliance and painted crosswalks. Provisions will also be made for future ornamental street lighting and tree installations.

It is the responsibility of the contractor to meet all local, state and federal requirements for the work required in this project.

3. AWARD

After competitive sealed bidding pursuant to the Virginia Public Procurement Act and other applicable requirements, if any, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project ("the Project").

4. WORK, DOCUMENTS, TIME, COMPENSATION

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

(a) **STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

(b) **CONTRACT DOCUMENTS:** This Contract shall consist of the following:

- this Contract Between Owner and Contractor;
- Appendix I The County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors, which was included in the Invitation for Bid;
- Appendix II (Project Specific Contract Terms), which was included in the Invitation for Bid;
- the Bid Form submitted by the Contractor, attached hereto as Appendix III;
- Post Bid Modification(s) dated **None;**
- the Owner's Project Plans and Specifications, including but not limited to, the "Streetscape Enhancements Fork Union, Virginia Phase One Bid Set April 30, 2014" attached hereto as Appendix IV;
- modifications to the Owner's Project Plans and Specifications, being Addendum #1, dated December 1, 2014, Addendum #2, dated December 23, 2014, and Addendum #3, dated December 30, 2014, attached hereto collectively as Appendix V;
- other documents listed in Section 6(a); and
- Invitation for Bids dated November 7, 2014.

All of these documents are incorporated herein by reference and made a material part of this Contract.

(c) **TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed within two hundred forty days (240) of final execution of this Contract. Final Completion shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion of the Work.

(d) **COMPENSATION TO BE PAID TO THE CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of three hundred fifty four thousand seven hundred thirty dollars and zero cents ($354,730.00). At this time, the Owner is choosing not to pursue Add Alternate #1, Add Alternate #2, or Add Alternate #3.

5. DEFINITIONS

Whenever used in this Contract or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

Architect, Engineer, Architect/Engineer or A/E: The term used to designate the Architect and/or the Engineer that contracts with the Owner to provide the Architectural and Engineering services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A/E to assist in providing the A/E services.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Contract Documents or by separate agreement.

Change Order: A document issued on or after the effective date of this Contract Between Owner and Contractor which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 41(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Code of Virginia: 1950 Code of Virginia as amended. Sections of the Code of Virginia referred to herein are noted by (§ xx-xx).

Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Contract: This Contract between Owner and Contractor, hereinafter referred to as the "Contract."

Contract Completion Date: The date by which the Work must be substantially complete. The Contract Completion Date shall be customarily established in the Notice To Proceed, based on the Time for Completion.

Contract Documents: This Contract Between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated herein. Such incorporated documents include all those Contract Documents listed in Section 4 *supra*, the bid submitted by the Contractor, the Plans and the Specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work on this Project.

Date of Commencement: the date as indicated in the written Notice to Proceed, the receipt of the earliest Building Permit, or a date mutually agreed to between the Owner and Contractor in writing, whichever is the latest.

Day(s): Calendar day(s) unless otherwise noted.

Defective: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents **or** does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the A/E's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse

and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Architect/Engineer and the Contractor that the Work is totally complete in accordance with Section 47(b).

Field Order: A written order issued by the A/E which clarifies or explains the Plans or Specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Final Payment: The final payment that the Contractor receives pursuant to the applicable provisions of Section 39, except in the event no final payment is made due to termination of the Contract under either Sections 44 or 45. In the event of a termination for cause under Section 44, the Final Payment shall be when the termination became effective. In the event of a termination for convenience under Section 45 the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Subsection 45, or the Owner's determination that no compensation for termination is due the Contractor under Subsection 45, as the case may be.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project Float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Notice: All written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery. All Notices to the Owner should be directed to the Owner's Project Manager at the address for Owner set forth above.

If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) are acceptable for the Project, such Notice shall be transmitted to the Fax number listed in the agreement and shall have a designated space for the Fax Notice recipient to acknowledge its receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be faxed back to the sender. The Faxed notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery,

as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery of the hard copy as provided herein, whichever occurs first.

Notice to Proceed: A written notice given by the Owner to the Contractor (with a copy to the A/E) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will identify a Contract Completion Date.

Owner: The County of Fluvanna with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the "Work" described by the Contract Documents.

Project Inspector: One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Inspector(s). The scope of the Project Inspector's authority with respect to the Contractor is limited to that indicated in Section 20 (e) and (f) and as supplemented by the Owner in writing to the Project Inspector and to the Contractor.

Owner's Project Manager: The Owner's Project Manager as used herein shall be the Owner's designated representative on the Project. The Owner's Project Manager shall be the person through whom the Owner generally conveys written decisions and notices. All Notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Owner's Project Manager. The scope of the Owner's Project Manager's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Preconstruction meeting defining those limits. Upon receipt of such information, the Contractor shall be on notice that it cannot rely on any decisions of the Owner's Project Manager outside the scope of the Owner's Project Manager's authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Owner's Project Manager from time to time and may, in the event that the Owner's Project Manager is absent, disabled or otherwise temporarily unable to fulfill the Owner's Project Manager's duties, appoint an interim Owner's Project Manager.

Project Manual: A volume or volumes assembled for the Work which may include bidding requirements, sample forms, copies of this Contract, Specifications, and other documents relevant to bidding or the Work.

Provide: Shall mean furnish and install ready for its intended use.

Schedule of Values: The schedule prepared by the Contractor and acceptable to the Owner which indicates the value of that portion of the Contract Price to be paid for each trade or major component of the Work.

Site: Shall mean the location at which the Work is performed or is to be performed.

Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards,

and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the local Building Official to determine code compliance and for the Contractor to perform the Work.

Subcontractor: A person having a direct contract with Contractor or with any other Subcontractor for the performance of the Work or any portion of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project.

Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplier: A manufacturer, fabricator, distributor, materialman or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the Date of Commencement which the Contractor has to substantially complete all Work required by the Contract.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents or which may reasonably be expected to be provided as part of a complete, code compliant and functioning system for those systems depicted in the Plans and Specifications.

6. CONTRACT DOCUMENTS

(a) This Contract Between Owner and Contractor (CO-9), the Workers' Compensation Certificate of Coverage (CO-9a), the Standard Performance Bond (CO-10), the Standard labor and Material Payment Bond (CO-10.1), the Schedule of Values and Certificate for Payment (CO-12), the Affidavit of Payments of Claims (CO-13), the Contractor's Certificate of Substantial Completion (CO-13.2a), and the Contractor's Certificate of Completion (CO-13.2) are documents incorporated in this Contract by reference and are made a part hereof to the same extent as though fully set forth herein. They must be used by the Contractor for their respective purposes.

(b) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.

(c) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.

(c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Contract Between Owner and Contractor; the Special Conditions; the Specifications with attachments; and the Plans.

(d) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

(e) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the Contractor or others should be identified at the beginning of the document with the Project Title. Additional identification such as a job number, purchase order number or such may also be shown at the generator's option.

7. LAWS AND REGULATIONS

(a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work (hereinafter "laws and regulations") and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 of the Code of Virginia and by applicable regulations.

(b) This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.

(c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and shall not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens,.

(d) The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.

(e) Building Permit: The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor. See Section 29 for utility connection fees and services.

(f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest

requirements in Section 40, Subsections (a), (b), (c) and (d) of this Contract with respect to each lower-tier Subcontractor and Supplier.

(g) The Contractor, if not licensed as an asbestos abatement contractor in accordance with §54 1-514 Code of Virginia, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors for the Work required.

(h) Lead Based Paint Activities: If the Contract Documents indicate that lead based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:

(1) The requirements set forth in 59 Federal Register 45,872 (September 2, 1994) Proposed Rule) - Lead; Requirements for Lead based Paint Activities (Proposed Rules) in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead containing materials, removal and handling of lead containing materials and methods of disposal. When the Final Rule, to be codified at 40 CFR 745, supersedes the Proposed Rule, the Contractor shall be responsible for conforming to the Final Rule as of the effective date set forth therein.

(2) The requirements for employee protection contained in 29 CFR Part 1926, Subpart D and the requirements for record-keeping contained 29 CFR Part 1910.

(3) The Virginia Department of Labor and Industry's (DLI) Emergency Regulation published in the May 27, 1996 Virginia Register, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI.

(i) If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that arise or result from such violation.

(j) If the Work includes any land disturbing activities, the Contractor shall have on-site an individual certified by the Department of Conservation and Recreation as a Responsible Land Disturber in accordance with §10.1-563, Code of Virginia.

(k) The Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit contractors or subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the Owner and contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by

the National Labor Relations Act, 29 **U**.S.C. § 151 et seq., or the Railway Labor Act, 45 **U**.S.C. § 151 et seq.

This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.

This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.

8. NON-DISCRIMINATION

(a) § 2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor."

(b) Where applicable, the Virginians with Disabilities Act and the federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

9. PROHIBITION OF ALCOHOL AND OTHER DRUGS; DRUG FREE WORKPLACE

(a) § 2.2-4312 of the Code of Virginia shall be applicable and provides as follows: during the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

(b) The Contractor shall establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

(1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except lawful possession and medically prescribed use of prescription drugs; and,

(2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana, or other drugs, including impairment from prescription drugs.

(c) The Contractor shall post a copy of the policy in a conspicuous place at the Site and ensure that all Contractors, Subcontractor and Supplier personnel entering the Site are informed of and comply with the policy.

10. TIME FOR COMPLETION

(a) The Work must be substantially completed by the Time for Completion or the Contract Completion Date set forth in Section 4(c)of this Contract. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.

(b) The Time for Completion is stated in this Contract between Owner and Contractor and is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Time for Completion or Contract Completion Date, as set forth in the Contract, it shall be subject to payment of liquidated damages.

(c) The Contractor represents and agrees that it has taken into account in its bid the requirements of the bid documents, the Contract Documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that it will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy not later than the Time for Completion or Contract Completion Date. The Contractor agrees and warrants that it will achieve Final Completion of the Work (the entire completion of all Work, including “punch list” items), not later than thirty (30) days after achieving Substantial Completion.

11. CONDITIONS AT SITE

(a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing conditions, improvements and work within or adjacent to the Site. Claims which result from the Contractor’s failure to do so will be deemed waived.

(b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the

locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Architect/Engineer before the conditions are disturbed. Upon such notice, or upon its own observation of such conditions, the Architect/Engineer shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or additional time needed for completion must be requested pursuant to Sections 41, 42 and/or 46 of this Contract.

(c) If the Contractor, during the course of the Work, observes the existence of any material which it knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

(d) If the Contractor, during the course of the Work, discovers on the Site any previously unidentified (i) grave or human remains ("Remains"), or (ii) relic, artifact, remain, specimen, or other archaeological article which has historic, scientific, archaeologic or educational value ("Resources"), the Contractor shall immediately halt any work which would disturb the Remains or Resources or the surrounding area in which additional Remains or Resources can be reasonably expected to be located. The Contractor shall immediately notify the Owner of such discovery of Remains or Resources and not proceed with any such disturbance prior to receipt of special instructions from the Owner.

12. CONTRACT SECURITY

(a) Consistent with § 2.2-4337 of the Code of Virginia, the Contractor shall deliver to the Owner or its designated representative, a Standard Performance Bond and a Standard Labor and Material Payment Bond, each fully executed by the Contractor and one or more surety companies legally licensed to do business in Virginia and each in an amount equal to one hundred percent (100%) of the accepted bid. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner.

(b) For the purposes of all Standard Labor and Material Payment Bonds entered into, the term "subcontractors" as used in §2.2-4337 A.2. of the Code of Virginia is interpreted to mean any contractors who participated in the prosecution of the Work undertaken by the Contractor (referred to in § 2.2-4337 A.2. of the Code of Virginia as the "prime contractor"), whether such contractor had a direct contract with the Contractor (prime contractor) or whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor (prime contractor).

(c) See §2.2-4338 of the Code of Virginia, for alternative forms of security for payment and/or performance bonds.

13. SUBCONTRACTS

(a) The Contractor shall, as soon as practicable after the signing of the Contract notify the Owner and Architect/Engineer in writing of the names of all Subcontractors proposed for the principal parts of the Work and such others as the Architect/Engineer may direct. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for

ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Architect/Engineer shall direct the Contractor to contract with any particular Subcontractor unless provided in the specifications or Invitation for Bids. The Contractor shall provide the list of proposed Subcontractors required to the Owner no later than two days prior to the date of the Preconstruction Conference, including the Virginia Contractor's License number and class for each Subcontractor.

(b) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.

(c) The Contractor shall be fully responsible to the Owner for all acts and omissions of its agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or Architect/Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Architect/Engineer to pay for or to see the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by law.

(d) The Contractor shall be fully responsible for its invitees at the Site and for those of its Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.

(e) The Contractor agrees that it alone is responsible for all dealings with its Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.

14. SEPARATE CONTRACTS

(a) The Owner reserves the right to let other contracts in connection with the Project, the Work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action(s) to coordinate its Work with theirs. If the Owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the Work of the Contractor, and has included the estimated timing of such other Contracts in the Invitation for Bids, the Contractor shall integrate the schedule of those separate contracts into its scheduling. The Contractor shall make every reasonable effort to assist the Owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent or threaten to prevent the Contractor from carrying out its Work according to the Contract, the Contractor shall immediately notify the Owner and Architect/Engineer upon discovering such conditions.

(b) If a dispute arises between the Contractor and any separate contractor(s) as to their responsibility for cleaning up as required by Sections 34 (c) and 34 (d) of this Contract, the Owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the Owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

15. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

(a) The Contractor shall not commence Work under this Contract until it has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on its subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) The Contractor shall take out and shall maintain in force at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of its employees engaged in the Work in an amount not less than the minimum required by § 2.2-4332 and § 65.2-100 et seq. of the Code of Virginia. In case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. Prior to award of the Contract, the Contractor shall submit on a form acceptable to the Owner a Certificate of Coverage verifying Workers' Compensation coverage. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.

(c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises / Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than **$1,000,000** per occurrence and **$2,000,000** aggregate combined limit. The County of Fluvanna, its officers, employees and agents, shall be named as additional insureds with respect to the Work being procured.

(d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than **$1,000,000** combined limit for bodily injury and property damage per occurrence.

(e) The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than **$1,000,000** and shall name the following as additional insureds: the County of Fluvanna, its officers, its employees and its agents; the Architect/Engineer (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).

(f) Nothing contained in this Contract shall be deemed to be a waiver of sovereign immunity by the Owner.

16. "ALL RISK" BUILDER'S RISK INSURANCE

(a) The Contractor, at its cost, shall obtain and maintain in the names of the Owner and the Contractor "all-risk" builder's risk insurance (or fire, extended coverage, vandalism and

malicious mischief insurance, if approved by the Owner) upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof. Such insurance may include a deductible provision acceptable to Owner, in Owner's sole discretion, in which case the Contractor shall be liable for such deductibles, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear. The Owner, its officers, employees and its agents, shall be named as additional insureds in any policy of insurance issued. The insurer shall be authorized to do business in Virginia and such insurance shall be approved by the Owner. Written evidence of the insurance shall be filed with the Owner prior to commencement of the Work, but in any event no later than thirty (30) days following the award of the Contract. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.

(b) The value of the builder's risk insurance shall exclude the costs of excavations, backfills, foundations, underground utilities and Sitework.

(c) The Contractor is responsible for providing any desired coverage for Contractor's or Subcontractors' buildings, equipment, materials, tools or supplies that are on-site.

17. TAXES, FEES AND ASSESSMENTS

The Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees and assessments on the real property comprising the Site of the project.

18. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees, harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, it shall promptly advise the Owner and the Architect/Engineer. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Architect/Engineer, it shall be responsible for any loss or liability due to the infringement.

19. ARCHITECT/ENGINEER'S STATUS

(a) The Architect/Engineer shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. He shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever

such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the Architect/Engineer shall confirm, in writing within fourteen (14) days, any oral order or determination made by him.

(b) The Architect/Engineer shall have no authority to approve or order changes in the Work which alter the design concept or which call for an extension of time or a change in the Contract Price.

(c) Although the Owner is bound by the terms of the Contract with the Contractor, including the plans and specifications, the Owner shall have the right, but not the duty, to countermand any decision of the Architect/Engineer and to follow or reject the advice of the Architect/Engineer, including but not limited to acceptance of the Work, as it deems best. In those instances where the Architect/Engineer has been given authority to act, the Architect/Engineer shall promptly do so, but in the case of disagreement between the Architect/Engineer and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation or decision of the Architect/Engineer, if it is later determined that the same is not in accord with the Contract Documents. The party taking issue with the determination, interpretation or decision of the Architect/Engineer shall give the other party written notice of such fact within fourteen (14) days after the determination, interpretation or decision is communicated by the Architect/Engineer. In the actual performance of the Work, however, the Contractor shall, in the first instance, proceed in accordance with instructions given by the Architect/Engineer unless the Owner and the Contractor mutually agree that the Contractor shall proceed otherwise.

(d) All orders from the Owner to the Contractor shall either be transmitted through the Architect/Engineer or communicated directly to the Contractor and the Architect/Engineer by the Owner.

(e) Should the Owner choose to employ another or different Architect/Engineer, the status of the Architect/Engineer so employed shall be the same as that of the former Architect/Engineer.

(f) The Architect/Engineer will provide to the Owner and the Contractor after each visit to the Site, a written report indicating the date, time of day, weather conditions and the names of the persons representing the Architect/Engineer who participated in the visit. The report will advise the Owner of any problems that were noted and shall compare the Architect/Engineer's observations of the actual progress of the Work with that reported by the Contractor. On the basis of its on-Site observations as Architect/Engineer, he will make every reasonable effort to guard the Owner against defects and deficiencies in the Work of the Contractor. He shall have the authority to inspect the Work, to note and report Defective Work and deviations from the Contract Documents to the Owner, to reject same, and to recommend to the Owner the suspension of the Work when necessary to prevent Defective Work from proceeding or being covered.

(g) The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety precautions and programs in connection with the Work, and he

shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.

(h) The Architect/Engineer generally conveys written decisions and notices to the Contractor directly with copies to the Owner's Project Manager and shall generally receive information and Notices from the Contractor directly with copies to the Owner's Project Manager unless otherwise agreed. The Owner may delegate from the Architect/Engineer to the Owner's Project Manager certain inspection, verification, acceptance, rejection, and administrative duties and authority, but any such delegation shall be in writing and a copy thereof provided to the Contractor.

(i) The provisions of this section are included as information only to describe the relationship between the Owner, A/E, and Contractor. No failure of the A/E to act in accordance with this section shall relieve the Contractor from its obligations under the Contract or create any rights in favor of the Contractor.

20. INSPECTION

(a) All materials and workmanship shall be subject to inspection, examination and testing by the Owner, the Architect/Engineer, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The Architect/Engineer and the Owner shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected materials from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in Section 44 of this Contract, the Contractor and surety being liable for any damage to the same extent as provided in Section 44 for termination thereunder.

(b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires it to perform or to pay, together with any inspections and tests which it chooses to perform for its own purposes, but are not required by the Contract.

(c) Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other

areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.

(d) Should it be considered necessary or advisable by Owner or the Architect/Engineer at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or its Subcontractors, the Contractor shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement including a markup of fifteen percent (15%) for overhead and profit shall be paid to the Contractor and it shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test contrary to the instructions of the A/E, Owner or Project Inspector.

(e) The Project Inspector has the authority to recommend to the Architect/Engineer and the Owner that the Work be suspended when in the judgment of the Project Inspector, the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.

(f) The Project Inspector has the right and the authority to:

(1) Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.

(2) Inspect workmanship for compliance with the standards described in the Contract Documents.

(3) Observe and report on all tests and inspections performed by the Contractor.

(4) Recommend rejection of Work which does not conform to requirements of the Contract Documents.

(5) Keep a record of construction activities, tests, inspections, and reports.

(6) Attend all joint Site construction meetings and inspections held by the Owner and/or the A/E with the Contractor.

(7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.

(8) Check installations for proper workmanship and conformance with shop drawing and installation instructions.

(9) Assist in the review and verification of the CO-12, Schedule of Values & Certificate for Payment, submitted by the Contractor each month.

(10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.

(g) The Project Inspector has no authority to:

(1) Authorize deviations from the Contract Documents.

(2) Enter into the area of responsibility of the Contractor's superintendent.

(3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work.

(4) Authorize or suggest that the Owner occupy the Project, in whole or in part.

(5) Issue a certificate for payment.

(h) The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform its duties in any excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

21. SUPERINTENDENCE BY CONTRACTOR

(a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Architect/Engineer and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the Plans and Specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except when otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change.

(b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to it, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.

(c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

22. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

(a) The Contractor shall be solely responsible for supervising and directing the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Architect or Engineer, Project Inspector, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

(b) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Architect/Engineer, subject to the Owner's right to disapprove. The Contractor must submit its written request for the substitution to the Architect/Engineer with sufficient information to allow the Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.

(c) The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

(d) In addition to the Project Superintendent, the Contractor shall employ a competent, experienced Contractor's Project Manager at all times during progress of the Work. The Contractor's Project Manager shall have the authority to obligate the Contractor's resources, make decisions regarding project staffing, scheduling, sub-contractor coordination, quality control and safety. The Contractor shall notify the Owner in writing of any proposed replacement of the Contractor's Project Manager, and include the reason therefore prior to making such change.

(e) The Superintendent shall provide to the Owner's Project Inspector, on a daily basis, a report summarizing the following for its work crews and sub-contractors' work crews:

(1) Manpower utilization, per labor class and per building
(2) Equipment utilization and areas used.
(3) Deliveries of material or equipment.
(4) Work activities started, on-going and completed.
(5) Problem areas, delays, and solutions.
(6) Tests and inspections.
(7) Weather conditions and temperatures.

23. SCHEDULE OF THE WORK

(a) **General**: The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date established by the Contract and receive payment in accordance with Section 39 for the Work completed each period. However, the date established by the Contract Documents as the deadline for achieving Substantial Completion must be used in all schedules as the date on which Substantial Completion will be achieved. The time (in days) between the Contractor's planned early completion and the contracted Time for Completion is part of the Project "Total Float" time and will be used as such. Extensions of time pursuant to Sections 41, 42, and 46, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Architect/Engineer, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of its acceptance of or objections to the preliminary schedule within fifteen (15) days of receipt by the Owner. A fully complete Project schedule for accomplishing the Work must be submitted in like manner no later than sixty (60) days after the Contract is signed by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, etc. shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payment will be payable to the Contractor until after it has submitted a preliminary bar graph schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. Nor shall subsequent progress payments be payable to the Contractor unless and until it submits to the Owner the monthly bar graphs or status reports required by Section 23(d) herein or unless and until it provides any recovery schedule pursuant to Section 23(e) herein.

Failure to provide a satisfactory preliminary or fully complete Project schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 44 of this Contract.

The fully complete Project schedule for accomplishing the Work shall be a Critical Path Method (CPM) schedule, unless a bar graph schedule is allowed by the Owner, in its sole discretion. The format of the Project schedule shall be defined and submitted as part of the Contractor's initial submittal of the Schedule of Values. If a bar graph schedule is allowed, then where a CPM schedule or critical path is referenced elsewhere in this Contract, such shall be deemed to refer to the bar graph schedule, which shall be considered an acceptable substitute.

(b) **Bar Graph Schedule:** Where a bar graph schedule is allowed, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Owner reserves the right to require such additional or other level of detail as the A/E or Owner may consider necessary or appropriate to adequately define the progress of various components of the work.

The Contractor shall allow sufficient time in its schedule for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each

Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

(c) **CPM Schedule:** A CPM schedule shall be in the time-scaled precedence format using the Contractor's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format.

The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the Work, including not only the actual construction Work for each trade, but also the submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed by the Contractor. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within the Time for Completion, by the Contract Completion Date and any interim deadlines established by the Contract.

The Contractor shall allow sufficient time in its schedule for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each Work activity shall be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work within the Contract Time for Completion or by the Contract Completion Date and any interim deadlines established by the Contract.

When completed, the CPM schedule shall be submitted to the Architect/Engineer and the Owner for review. The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time, whether "free float" or "total float" as defined in Section 5, shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Time for Completion or the Contract Completion Date. Extensions to the Time for Completion or the Contract Completion Date, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change provided that the Owner has reasonably provided information necessary to allow for the orderly progression of the Work. The CPM schedule shall have no line-item activities longer than thirty (30) days in duration, and activities shall be included to provide sufficient detail for effectively managing the sequence of the Work. When acceptable to the Owner and the Architect/Engineer as to compliance with the requirements of this Section, the schedule shall become the CPM schedule for the Project. Acceptance of the schedule by the Owner does not indicate agreement with nor responsibility for the proposed or actual duration of any activity shown on the accepted schedule.

Additional CPM Schedule requirements may be included in the Specifications. Such requirements may include, but shall not be limited to showing: (i) what part of the Contract Price (expressed in U.S. dollars) is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price; and (ii)the planned workforce (crew size and number of crews) and the major pieces of equipment required for each activity on the schedule.

(d) **Monthly Project Reports**: The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the A/E along with its monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The Contractor shall submit a monthly report of the status of all activities. The monthly status report submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders and the manufacture, testing and installation of materials, supplies and equipment. The form shall be approved by the A/E and the Owner; however, a CPM schedule marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures it is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded.

(e) **Progress Delay**: Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

(1) The Contractor's monthly progress report indicates delays that are, in the opinion of the A/E or the Owner, of sufficient magnitude that the Contractors ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question;

(2) The CPM schedule sorted by early finish shows the Contractor to be thirty (30) or more days behind the critical path schedule at any time during construction up to thirty (30) days prior to scheduled Substantial Completion date;

(3) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the CPM schedule which, in the opinion of the Architect/Engineer or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with the current accepted, fully completed, Project CPM schedule as updated by approved change orders.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

(f) **Early Completion of Project**: The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay damages to the Owner because of its failure to achieve Substantial Completion by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for achieving Substantial Completion early nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to achieve Substantial Completion earlier than the date required by the Contract Documents.

If the Contractor seeks to change the Time for Completion or the Contract Completion Date to reflect an earlier completion date, it may request or propose such a change. The Owner may, but is not required to, accept such proposal. However, a change in the Time for Completion or the Contract Completion Date shall be accomplished only by Change Order. If the Contractor's proposal to change the Time for Completion or the Contract Completion Date is accepted, a Change Order will be issued stating that all references in the Contract to the Time for Completion or the Contract Completion Date shall thereafter refer to the date as modified, and all rights and obligations, including the Contractor's liability for actual damages, delay damages and/or liquidated damages, shall be determined in relation to the date, as modified.

24. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

(a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Architect/Engineer and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.

All requests for payment shall be made on the Schedule of Values and Certificate for Payment. Succeeding pages may be on the approved continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner in an approved electronic format acceptable to the Owner in its sole discretion (e.g. EXCEL) with the initial request for payment.

(b) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off Site.

(c) The "Value of Work Completed" portion of the Schedule of Values shall be completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached to each Certificate for Payment. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the A/E, are necessary or sufficient to justify payment of the amount requested.

(d) The labor progress for any task or activity shall be calculated based upon the percentage of Work complete up to fifty percent (50%) of the completion of the task or activity. Thereafter,

the evaluation of labor progress will be based upon the effort required to complete that task or activity. The material progress shall be calculated as the invoiced dollar cost of materials used in relationship to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed materials as well as that stored on the Site and may be given for any material stored off Site which has been documented and certified by the Architect/Engineer in accordance with Section 39 of this Contract.

(e) Should Work included in previous Schedule of Values submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first Schedule of Values submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

25. ACCESS TO WORK

The Architect/Engineer, the Owner, the Owner's Project Manager, the Owner's inspectors and other testing personnel, inspectors from the Department of Labor and Industry, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection.

26. SURVEYS AND LAYOUT

(a) The Owner shall furnish the Contractor with all necessary documents showing property lines and the location of existing buildings and improvements. The Contractor shall provide competent surveying and engineering services to execute the Work in accordance with the Contract and shall be responsible for the accuracy of these surveying and engineering services.

(b) The Owner shall provide such general reference points and benchmarks on the Site as will enable the Contractor to proceed with the Work will be established in the Plans and Specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, it shall promptly notify the Architect/Engineer.

(c) The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without written notice to the Architect/Engineer and written approval from the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

27. PLANS AND SPECIFICATIONS

(a) The general character and scope of the Work are illustrated by the Plans and the Specifications. If the Contractor deems additional detail or information to be needed, it may request the same in writing from the Architect/Engineer. The Contractor's request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Architect/Engineer shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in

accordance with the additional detail drawings and instructions at no additional cost or time to the Owner.

(b) If the Contractor finds a conflict, error, or other discrepancy in the Plans or Specifications, it shall notify the Architect/Engineer in writing as soon as possible, but before proceeding with the affected Work. The Architect/Engineer shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work it shall notify the A/E and Owner of such prior to proceeding with that Work and it shall submit a request for Change Order along with a detailed substantiating cost proposal to the Owner, with a copy to the A/E, within fourteen (14) calendar days. If such conflict, error, omission or other discrepancy in plans or specifications was reasonably apparent or with reasonable diligence should have been apparent to the Contractor prior to submitting its bid, and the Contractor failed to submit questions to the A/E in the time and manner required by the Instructions to Bidders, then any claims shall be deemed waived and the Contractor shall not be entitled to additional compensation or time, or entitled to sue the Owner based on such conflict, error, omission or other discrepancy. If the Contractor performs any Work, or is delayed in performing any Work, where such Work involves a conflict, error, omission, or other discrepancy in the plans and specifications that the Contractor knew about, or with reasonable diligence should have known about, and fails to notify the A/E and Owner as required, the Contractor shall assume full responsibility for such performance or delay and shall bear all costs attributable to correcting any Work requiring correction or to any delay, and such conflict, error, omission, or other discrepancy shall not be the basis for a claim, cause of action or right to sue the Owner.

(c) In case of differences between small and large scale drawings, the large scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.

(d) Where the word “similar” appears on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

(e) The Specifications are divided into several parts, or sections, for convenience only, since the entire Specifications must be considered as a whole. The divisions of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work and for the compensation of the trades, Subcontractors and vendors for the Work performed.

(f) Measurements or dimensions shown on the Drawings for Site features, utilities and structures shall be verified at the Site by the Contractor before commencing the Work. The Contractor shall not scale measurements or dimensions from the Drawings. If there are discrepancies, the Architect/Engineer shall be consulted. If new Work is to connect to, match with or be provided in existing Work or an existing structure, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

(g) As-Built Drawings: The Contractor shall maintain at the Site for the Owner one copy of all Drawings, specifications, addenda, approved shop or setting drawings, Change Orders and other modifications (collectively referred to herein as “As-Built Drawings”) in good order and marked to record all changes as they occur during construction. These shall be available to the Architect/Engineer, the Owner, the Project Inspector, the Owner’s other inspectors and to the Owner’s testing personnel. The Drawings shall be neatly and clearly marked in color during

construction to record all variations made during construction. The representation of such variations shall include such supplementary notes, symbols, legends, and details as may be necessary to clearly show the as-built construction.

(h) Record Drawings: Upon completion of the Work and prior to the final inspection, the Contractor shall deliver to the Architect/Engineer, for preparation of the Record Drawings, one complete set of "As-Built Drawings" referred to in the preceding subsection.

28. SUBMITTALS

(a) The Contractor shall submit a listing of all Submittals required by the A/E or the Contract Documents or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Architect/Engineer. The Contractor shall identify all Submittals with the Project Title as required by Section 6(e).

(b) Submittals shall be forwarded to the Architect/Engineer for approval if required by the Specifications or if requested by the Architect/Engineer or the Owner. No part of the Work dealt with by a Submittal shall be ordered, fabricated or installed by the Contractor, save at its own risk, until such approval has been given.

(c) The Contractor shall furnish to the Architect/Engineer for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required by this Contract for materials, the Contractor shall furnish full information concerning the materials or articles which it contemplates incorporating in the Work. When required, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

(d) Unless otherwise indicated or required elsewhere in the Specifications, shop drawings shall be submitted in the form of one reproducible tracing and three (3) blue line or black line prints. Catalog cuts, product data and other non-reproducible literature, except certificates, shall be submitted in six (6) copies minimum, of which three (3) will be retained by the Architect/Engineer and the remainder will be returned to the Contractor. If mutually agreed to in writing by the Owner, Architect/Engineer, and Contractor, Submittals may be provided in electronic format in lieu of hardcopy format.

(e) Submittals shall be accompanied by a letter of transmittal which shall list the Project Title, the Submittals included, the Specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project. Cross reference to the Plans or Specifications as needed to identify the use for which the item or component is intended.

(f) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.

(g) After checking each Submittal, the Contractor shall stamp each sheet of the Submittal with the Contractor's review stamp. Data submitted in a bound volume or on one sheet printed on two sides, may be stamped on the front of the first sheet only. The Contractor's review stamp shall be worded as follows:

> The equipment and material shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract drawings and specifications unless otherwise shown in bold face type or lettering and listed on a page or pages headed "DEPARTURES FROM DRAWINGS AND SPECIFICATIONS", and can be installed in the allocated spaces.
>
> Reviewed by _____ Date_____

The person signing the review stamp shall be the person designated in writing by the Contractor as having that authority. (A copy of such designation shall be forwarded to the A/E prior to or with the first Submittal.) The signature on the stamped review statement shall be handwritten in ink or in the case of electronic submittals, electronically signed in accordance with §59.1-479 et seq. of the Code of Virginia.. Stamped signatures are not acceptable.

(h) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking.

(i) If a Submittal indicates a departure from the Contract requirements, the Architect/Engineer may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate.

(j) The Architect/Engineer is responsible to the Owner, but not to the Contractor, to verify that the Submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in Submittals are of the quality specified and will function properly, and that the Submittals comply with the Contract Documents.

(k) The Work shall be in accordance with approved Submittals. Approval of the Contractor's Submittals by the Architect/Engineer does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.

(l) The plans and/or specifications may indicate that the Architect/Engineer designed or detailed a portion of the plans around a particular product (most commonly a piece of equipment). Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the responsibility of the Contractor and shall be made at no extra cost to the Owner. If the plans were noted as designed or detailed around a particular product and/or if a product is named when a "brand name or equal" specification has been used, this is not intended to favor or preclude the use of other products pursuant to Section 29.1 of this Contract. Rather such design merely acknowledges the reality that in many instances the Architect/Engineer must have a basis to design and detail around for dimensions and characteristics of a product or system.

(m) Additional Submittal requirements are shown in the Specifications.

29. FEES, SERVICES AND FACILITIES

(a) The Contractor shall obtain all permits, except the Building Permit, and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes unless otherwise specifically stated in the Contract Documents.

(b) If the Contract Documents provide that water or electric service is to be furnished by the Owner, such will be furnished by the Owner subject to reasonable use by the Contractor, only to the extent and capacity of present services. The Contractor shall be responsible for providing required connections, temporary wiring, piping, etc. to these services in a safe manner and in accordance with applicable codes. All temporary wire, pipe, etc. shall be removed before the Substantial Completion inspection. Acceptance by the Contractor of the use of Owner's water and electricity constitutes a release to the Owner of all claims and of all liability to the Contractor for whatever damages which may result from power and water outages or voltage variations.

(c) The Owner shall pay any connection charges for permanent utility connections directly to the utility Supplier required by the Contract Documents to be connected. The Contractor shall coordinate such connections with the utility Supplier.

(d) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through its Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of every nature whatsoever necessary to execute completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

(e) The Contractor shall provide temporary facilities including Contractor's office space, Owner's Project Inspector office space (if required by the specifications), toilet facilities, and storage space, as required for the operations and the protection of the material and work. Number, sizes and locations shall be subject to approval of the Owner. Sanitary facilities shall be plumbed into an approved waste treatment system or shall be an approved type of chemical toilet and shall be regularly serviced.

29.1 EQUALS

(a) **Brand names:** Unless otherwise stated in the specifications, the name of a certain brand, make or manufacturer denotes the characteristics, quality, workmanship, economy of operation and suitability for the intended purpose of the article desired, but does not restrict the Contractor to the specific brand, make, or manufacturer; it is set forth to convey to the Contractor the general style, type, character and quality of the article specified.

(b) **Equal materials, equipment or assemblies:** Whenever in these Contract Documents, a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. Any other brand, make or manufacturer of a product, assembly or equipment which in the opinion of the Architect/Engineer is the equal of that specified, considering quality, capabilities, workmanship, configuration, economy of operation, useful life, compatibility with design of the Work, and suitability for the intended purpose, will be accepted unless rejected by the Owner as not being equal.

(c) **Substitute materials, equipment or assemblies**: The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the A/E

provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the A/E's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the A/E redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.

(d) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.

30. AVAILABILITY OF MATERIALS

If a brand name, product, or model number included in the Contract Documents is not available on the present market, alternate equal products or model numbers may be proposed by the Contractor through the Architect/Engineer for approval by the Owner.

31. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that it has clear and good title to all materials and supplies which it uses in the Work or for which it accepts payment in whole or in part.

32. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

(a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.

(b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, it shall notify the Owner and the Architect/Engineer immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

(c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Architect/Engineer, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Architect/Engineer, the Owner, or other inspecting authority, as applicable.

(d) Under the various sections of the Plans or Specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the plans or specifications, in which case the Architect/Engineer will be notified for an interpretation and decision.

(e) Under the various sections of the Plans or Specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by their trades.

(f) Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation of specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Architect/Engineer for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.

(g) During and/or at the completion of installation of any items, the tests designated in the plans or specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

33. WARRANTY OF MATERIALS AND WORKMANSHIP

(a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.

(b) Work not conforming to these warranties shall be considered Defective.

(c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in the Contract or under Virginia law.

34. USE OF SITE AND REMOVAL OF DEBRIS

(a) The Contractor shall:

(1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contractor;

(2) Store its apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of its Work, the work of any other separate contractor, or any existing activity on, or in proximity to, the Site; and

(3) Place upon the Work, any existing improvements, or any part thereof only such loads as are consistent with the safety of that portion of the Work and/or the existing improvements.

(b) The Contractor expressly undertakes, either directly or through its Subcontractor(s), to effect all cutting, filling or patching of the Work required to make the same conform to the plans and specifications, and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the Work of any other separate contractor. The Contractor shall not damage or endanger any portion of the Work or Site, including existing improvements, unless called for by the Contract.

(c) The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the Site shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building Site, but shall be removed from the Site and properly disposed of in a licensed landfill or otherwise as required by law.

(d) The Contractor expressly undertakes, either directly or through its Subcontractor(s), before Final Payment or such prior time as the Owner may require, to remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the Site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to clean thoroughly all glass installed under the Contract, including the removal of all paint and mortar splatters and other defacements. If the Contractor fails to clean up at the time required herein, the Owner may do so and charge the costs incurred thereby to the Contractor in accordance with Section 14(b) of this Contract.

(e) **The Contractor shall have, On-Site, an employee certified by the Department of Conservation and Recreation as a Responsible Land Disturber who shall be responsible for the installation, inspection and maintenance of erosion control and stormwater management measures and devices.** The Contractor shall prevent Site soil erosion, the runoff of silt and/or debris carrying water from the Site, and the blowing of debris off the Site in accordance with the applicable requirements and standards of the Contract and the Virginia Department of Conservation and Recreation's Erosion and Sediment Control Regulations and the Virginia Stormwater Management Regulations.

35. TEMPORARY ROADS

Temporary roads, if required, shall be established and maintained until permanent roads are accepted, then removed and the area restored to the conditions required by the Contract Documents. Crushed rock, paving and other road materials from temporary roads shall not be left on the Site unless permission is received from the Owner to bury the same at a location and depth approved by the Owner.

36. SIGNS

The Contractor may, at its option and without cost to the Owner, erect signs acceptable to the Owner on the Site for the purpose of identifying and giving directions to the job. No signs shall be erected without prior approval of the Owner as to design and location.

37. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor expressly undertakes, both directly and through its Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.

(b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by the Architect/Engineer, the Owner, or any other persons shall be immediately abated.

(c) The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract.

(d) The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority, local conditions, or the Contract.

(e) In an emergency affecting the health, safety or life of persons or of the Work, existing improvements, or the adjoining property, the Contractor, without special instruction or authorization from the Architect/Engineer or the Owner, shall act at its discretion, to prevent such threatened loss or injury. Also, should the Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the Architect/Engineer or the Owner, it shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 41 of this Contract.

(f) When necessary for the proper protection of the Work, temporary heating of a type approved by the Architect/Engineer must be provided by the Contractor, at the Contractor's expense, unless otherwise specified.

38. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climactic conditions.

39. PAYMENTS TO CONTRACTOR

(a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Architect/Engineer. When evaluating the Contractor's Schedule of Values and Certificate for Payment, the Architect/Engineer will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Architect/Engineer will schedule a monthly pay meeting to occur no earlier than the 25th day of the month

represented by the payment request or not later than the 5th day of the following month. The Contractor will submit its monthly estimate of Work completed on the Schedule of Values in accordance with the Contract so that it is received by the Architect/Engineer and the Owner's Project Manager at least one work day prior to the date scheduled by the Architect/Engineer for the monthly pay meeting. The Owner will review the estimate with the Architect/Engineer and the Contractor at the monthly pay meeting, which shall be considered the receipt date, and may approve any or all of the estimate of Work for payment. In preparing estimates, the material delivered to the Site and preparatory Work done shall be taken into consideration, if properly documented as required by Section 24 of this Contract, or as may be required by the Architect/Engineer so that quantities may be verified. In addition to material delivered to the Site, material such as large pieces of equipment and items purchased specifically for the Project, but stored off the Site within the Commonwealth of Virginia, may be considered for payment, provided all of the following are accomplished prior to the submission of the monthly payment request in which payment for such materials is requested:

(1) The Contractor must notify the Owner in writing, at least ten (10) days prior to the submission of the payment request, through the Architect/Engineer, that specific items will be stored off Site in a designated, secured place within the Commonwealth of Virginia. The Schedule of Values must be detailed to indicate separately both the value of the material and the labor/installation for trades requesting payment for stored materials. By giving such notification and by requesting payment for material stored off Site, the Contractor warrants that the storage location is safe and suitable for the type of material stored and that the materials are identified as being the property of the Contractor, and agrees that loss of materials stored off the Site shall not relieve the Contractor of the obligation to timely furnish these types and quantities of materials for the Project and meet the Time for Completion or Contract Completion Date, subject to Section 46 (b) of this Contract. If the storage location is more than twenty (20) miles from the Site, the Contractor may be required to reimburse the Owner for the cost incurred for travel to the storage location to verify the Contractor's request for payment for materials stored off Site.

(2) Such notification, as well as the payment request, shall:

(a) itemize the quantity of such materials and document with invoices showing the cost of said materials;

(b) indicate the identification markings used on the materials, which shall clearly reference the materials to the particular project;

(c) identify the specific location of the materials, which must be within reasonable proximity to the Site and within the Commonwealth of Virginia;

(d) include a letter from the Contractor's Surety which confirms that the Surety on the Performance Bond and the Labor and Material Payment Bond has been notified of the request for payment of materials stored off the Site and agrees that the materials are covered by the bond; and

(e) include a certificate of all-risk builder's risk insurance in an amount not less than the fair market value of the materials, which shall name the Owner and the Contractor as co-insureds.

(3) The Architect/Engineer shall indicate, in writing, to the Owner that Submittals for such materials have been reviewed and meet the requirements of the Contract Documents, that the stored materials meet the requirement of the plans and

specifications, and that such materials conform to the approved Submittals. Should the Architect/Engineer deem it necessary to visit the storage site to make such review, the Contractor shall bear the costs incurred therewith.

(4) The Owner, through the Architect/Engineer shall notify the Contractor in writing of its agreement to prepayment for such materials.

(5) The Contractor shall notify the Owner in writing, through the Architect/Engineer, when the materials are to be transferred to the Site and when the materials are received at the Site.

(b) Payment will not be made for materials or equipment stored on or off the Site which are not scheduled for incorporation into the Work within the six (6) months next following submission of the request for payment, unless the Contractor has the prior consent of the Owner, which consent may be granted or withheld by the Owner in its discretion if, in the opinion of the Owner, it is not necessary to procure the materials more than six months in advance of use to assure their availability when needed.

(c) No payment shall be made to the Contractor until

(1) The Contractor furnishes to the Owner its Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation or other legal entity;

(2) Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 15 and Section 16 of this Contract have been delivered to the Owner;

(3) For payments on the basis of Work performed by a Subcontractor, until copies of any certificates of insurance required of the Subcontractor under Section 15 have been delivered to the Owner for payments based on Work performed by a Subcontractor; and

(4) The Contractor has (i) submitted a preliminary schedule which is acceptable to the Owner in accordance with Section 23(a), (ii) submitted a fully complete Project schedule accepted by the Owner in accordance with Section 23(a), (iii) maintained the monthly bar graphs or status reports required by Section 23(d), or (iv) provided a recovery schedule pursuant to Section 19(e), as each of them may be required.

(d) In making such partial payments, five percent (5%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of the federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest damages, and the like. (§2.2-4333 of the Code of Virginia)

(e) All materials and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.

(f) The Final Payment, which shall include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the Architect/Engineer and the Owner agree that Final Completion has been achieved and until the Contractor shall deliver to the Owner through the Architect/Engineer a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims, stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the Final Payment may include, but are not limited to, amounts due pursuant to Section 7(g), Section 20(a)-(d), Section 34(d), costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 46(h), and any liquidated or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims, an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier pursuant to Section 40(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into the Circuit Court of Fluvanna County, Virginia, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

(g) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of As-Built drawings, equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 39(f) of this Contract, the Architect/Engineer shall deliver the written Certificate of Completion by the Architect/Engineer to the Owner with a copy to the Contractor stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.

(h) Unless there is a dispute about the compensation due to the Contractor, Defective Work, quality of the Work, compliance with the Contract Documents, completion itself, claims by the Owner, or other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Architect/Engineer at the monthly pay meeting, which shall be considered the receipt date, the Owner shall pay to the Contractor the amount approved by the Architect/Engineer, less the retainage and all prior payments and advances whatsoever to or for the account of the Contractor. In the case of Final Payment, the completed Affidavit of Payment of Claims and the Certificate of Completion by the Contractor and the Certificate of Completion by the Architect/Engineer shall accompany the final Schedule of Values and Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute, subject to any set offs claimed

by the Owner. All prior estimates and payments including those relating to extra Work may be corrected and adjusted in any payment and shall be corrected and adjusted in the Final Payment. In the event that any request for payment by the Contractor contains a defect or impropriety, the Owner shall notify the Contractor of any defect or impropriety which would prevent payment by the Payment Date within five (5) days after receipt of the Schedule of Values and Certificate for Payment by the Owner from the Architect/Engineer.

(i) No interest of any kind shall accrue on payments owed to the Contractor by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee.

(j) The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work, except for things done or furnished which are the subject of unresolved claims for which the Contractor has filed a timely written notice of intent, provided a claim is submitted no later than sixty (60) days after Final Payment. Acceptance of any interest payment by the Contractor shall be a release of the Owner from claims by the Contractor for late payment.

(k) No certificate for payment issued by the Architect/Engineer, and no payment, final or otherwise, no certificate of completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work or operate to release the Contractor or its Surety from any obligation under the Contract, the Standard Performance Bond or the Standard Labor and Material Payment Bond.

40. PAYMENTS BY CONTRACTOR (§2.2-4354, Code of Virginia)

Under §2.2-4354, Code of Virginia, the Contractor is obligated to:

(a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract,

(1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or

(2) Notify the Subcontractor or Supplier, in writing, of its intention to withhold all or a part of the Subcontractor's or Supplier's payment with the reason for nonpayment.

(b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this Contract, except for amounts withheld as allowed under Subsection (a)(2) of this Section. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

(c) Require (i) individual Subcontractors and Suppliers to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers and proof of their authorization to transact business in Virginia from the State Corporation Commission.

(d) Include in each of its subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that the Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to Subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.

41. CHANGES IN THE WORK

(a) The Owner may at any time, by written order utilizing a Change Order and without notice to the Sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without notice to Sureties. At the time of the Preconstruction Meeting described in Section 52(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner with such a change shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in this Contract. The Contractor agrees and understands that the authority of the Owner's designee is limited by §2.2-4309 of the Code of Virginia and any other applicable statute.

In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Owner:

(1) **Fixed Price:** By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials and equipment required as well as any mark-up used. The price change shall include the Contractor's reasonable overhead and profit including overhead for any unreasonable delay arising from or related to the Change Order and/or the change in the Work if such is caused by the fault of the Owner. See Subsections (d), (e) and (f) below.

(2) **Unit Price:** By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.

(3) **Cost Reimbursement:** By ordering the Contractor to perform the changed Work on a cost reimbursement basis by issuing two Change Orders citing this Subsection, an initiating Change Order, authorizing the changed Work, and a confirming Change Order approving the additional cost and time for the changed Work. The initiating Change Order shall:

(i) Describe the scope or parameters of the change in the Work;

(ii) Describe the cost items to be itemized and verified for payment and the method of measuring the quantity of work performed;

(iii) Address the impact on the schedule for Substantial Completion;

(iv) Order the Contractor to proceed with the change to the Work;

(v) Order the Contractor to keep in a form acceptable to the Owner, an accurate, itemized account of the actual cost of the change in the Work, including, but not limited to, the actual costs of labor, materials, equipment, and supplies;

(vi) Order the Contractor-to annotate a copy of the Project schedule to accurately show the status of the Work at the time this first Change Order is issued, to show the start and finish dates of the changed Work, and the status of the Work when the changed Work is completed; and

(vii) State that a confirming Change Order will be issued to incorporate the cost of the ordered change in the Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date.

The Contractor shall sign the initiating Change Order acknowledging he has been ordered to proceed with the change in the Work. The Contractor's signature on each initiating Change Order citing this Subsection 41(a)(3) as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the ordered Work.

Except as otherwise may be agreed to in writing by the Owner, the Contractor’s costs shall not exceed those prevailing for the trades or crafts (based upon rates established by the US Department of Labor, Bureau of Labor Statistics, or other generally recognized cost data publication),, materials, and equipment in the locality of the Project, may include only those items listed as allowable in Subsection 41(e), and shall not include any of the costs listed as not allowable in Subsection 41(f). The Owner shall be permitted, on a daily basis, to verify such records and may require such additional records as are necessary to determine the cost of the change to the Work.

Within fourteen (14) days after the conclusion of such ordered Work, the Contractor and the Owner shall reach agreement on (i) a cost for the ordered Work, based on the records kept and the Contractor’s allowance for overhead and profit determined in accordance with the provisions set forth in Subsections 41(d), (e) and (f) below, and (ii) the change in the Contract Time for Completion or Contract Completion Date, if necessary, as a result of the ordered Work. Such costs and time shall be incorporated into a confirming Change Order which references the initiating Change Order. If agreement on the cost and time of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may submit a claim for the disputed cost or time as provided for in Section 50.

(4) By issuing a unilateral change order in the amount deemed appropriate by the Owner for the Work. If the Contractor objects to the amount or scope of the change order then the Contractor may within the fourteen (14) days of the date of the change order file a claim for the disputed amount as provided for in section 50.

(b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon its Work, including any increase or decrease in the Time for Completion or Contract Completion Date and the Contract Price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price.

The Owner shall review the Contractor's proposal and respond to the Contractor within thirty (30) days of receipt. If a change to the Contract Price and Time for Completion or Contract Completion Date are agreed upon, both parties shall sign the Change Order. If the price and time are not agreed upon, the Owner may direct the Contractor to proceed under Subsection 41(a)(3). Change Orders shall be effective when signed by both parties.

(c) In figuring changes, any instructions for measurement of quantities set forth in the Contract shall be followed.

(d) Overhead and profit for both additive and deductive changes in the Work (other than changes covered by unit prices) shall be paid by applying the specified percentage markups only on the net cost of the changed Work (i.e. difference in cost between original and changed Work excluding overhead and profit). Said percentages for overhead and profit shall reasonably approximate the Contractor's overhead and profit, but shall not exceed the percentages for each category listed below:

(1) If a Subcontractor does all or part of the changed Work, the Subcontractor's markup for overhead and profit on the Work it performs shall be a maximum of fifteen percent (15%). The Contractor's mark-up for overhead and profit on the subcontractor's price shall be a maximum of ten percent (10%).

(2) If the Contractor does all or part of the changed Work, its markup for overhead and profit on the changed Work it performs shall be a maximum of fifteen percent (15%).

(3) If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's markup on that Work shall be a maximum of fifteen percent (15%). The markup for overhead and profit of a sub-subcontractor's Work by the Contractor and all intervening tiers of Subcontractors shall not exceed a total of ten percent (10%).

(4) Where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract Price attributable to that Work shall be deducted from the Contract Price. However, in the event that material Submittals have been approved and orders placed for said materials, a lesser amount, but in no case less than eighty percent (80%) of the Contract Price attributable to that Work, shall be deducted from the Contract Price. The credit to the Owner for reduced premiums on labor and material bonds and performance bonds shall in all cases be one hundred percent (100%).

(e) Allowable costs for changes in the Work may include, but are not limited to, the following:

(1) Labor costs for employees directly employed in the change in the Work, including salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the Owner.

(2) Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable. If applicable, all cash discounts shall accrue to the Contractor, unless the Owner deposits funds with the Contractor to make such payments, and all trade discounts, rebates, refunds, and returns from the sale of surplus materials shall accrue to the Owner.

(3) Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work, if rented expressly for accomplishing the change in the Work, the cost shall be the rental rate according to the terms of the rental agreement, which the Owner shall have the right to approve. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment. If applicable, transportation costs may be included.

(4) Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of its notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. The cost of the increase in premium shall be an allowable cost but shall not be marked up.

(5) Contractor and Subcontractor overhead costs as set forth in Subsection (d) markups above.

(6) **Agreed Compensation for Overhead for Changes to Time for Completion or Contract Completion Date for Changes to the Work:** If the change in the Work also changes the Time for Completion or Contact Completion Date by adding days to complete the Work, an itemized accounting of the following direct Site overhead and home office overhead and other indirect overhead expenses set forth in subparagraphs (i) and (ii) below may be considered as allowable costs for compensation in addition to those shown above:

(i) **Direct Site Overhead Expenses:**

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities for each day added. All other direct expenses are covered by and included in the Subsection 41(d) markups above.

(ii) **Home Office and Other Indirect Overhead Expenses:**

A five percent (5%) markup on the above direct Site overhead expenses will be allowed as compensation for the Contractor's home office overhead and all other direct or indirect overhead expenses for days added to the Time for Completion or the Contract Completion Date for a change in the Work. All other overhead and other direct or indirect overhead expenses are covered by and included in this markup and the Subsection (d) markups above. (7) Any other costs directly attributable to the change in the Work with the exception of those set forth in Subsection 41(f) below.

(7) Any other costs directly attributable to the change in the Work with the exception of those set forth in Subsection 38(f)_below.

(f) Allowable costs for changes in the Work shall not include the following:

(1) Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.

(2) Home office expenses including payroll costs for the Contractor's officers, executives, administrators, project managers, accountants, counsel, engineers, timekeepers, estimators, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups allowable in Subsection 41(d) above.

(3) Home and field office expenses not itemized in Subsection 41(e)(6) above. Such items include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment, and other general overhead expenses.

(g) All Change Orders, except the initiating Change Orders authorizing work citing Subsection 41(a)(3) procedures, must state that the Contract Time for Completion or Contract Completion Date is not changed or is either increased or decreased by a specific number of days. The old Time for Completion and, if changed, the new Time for Completion must be stated.

If the Contractor requests an extension to the Time for Completion or a later Contract Completion Date, it must provide written justification for the extension to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase or decrease in the time needed to complete some portion of the total Work. No extension to the Time for Completion or Contract Completion Date shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the critical path beyond the Time for Completion or Contract Completion Date. If approved, the increase in time required to complete the Work shall be added to the Time for Completion or Contract Completion Date.

The Owner may decrease, by Change Order, the Time for Completion or Contract Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to complete the Work as demonstrable on the Bar Graph Schedule or on the CPM Schedule, whichever is appropriate. The Contractor may submit a request to decrease, by Change Order, the Time for Completion or Contract Completion Date under the procedures and subject to the considerations set forth in Section 23(f). No request for such decrease shall be considered for approval unless the proposed shorter schedule is otherwise acceptable under Sections 23 (b) or (c) whichever is applicable. The Change Order decreasing the Time for Completion or changing the Contract Completion Date must be signed by both the Owner and the Contractor.

All Change Orders, except the initiating Change Orders under Subsection 41(a)(3), shall include all time and monetary impacts of the change, whether the Change Order is considered alone or with any or all other changes during the course of the Project. Failure to include a change to Time for Completion, or Contract Completion Date and changes in the Contract Price attributable to the change in time under Subsections'41(a)(1) or (2) Change Orders or a confirming Change Order under Subsection 41(a)(3) shall waive any change to the Time for Completion, Contract Completion Date and Contract Price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the Change Order. Such a determination may be postponed not more than forty-five (45) days to give the Contractor an opportunity to demonstrate a change in the time and price needed to complete the Work. During any such postponement, the Work shall proceed, unless the Owner agrees otherwise.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Contract Price, or due to the Contractor's refusal to proceed with any of the Work, pending agreement on a change in time or price, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Contract Completion Date or for an increase in the Contract Price or for damages for delay and shall not give rise to any cause of action against the Owner by the Contractor.

(h) The acceptance by the Contractor of any payment made by the Owner under a Change Order shall be and operate as a release to the Owner of all claims by the Contractor and of all liability owing to the Contractor for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by the Owner shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or its surety from any obligation arising under the Contract or the Standard Performance Bond or Standard Labor and Material Payment Bond.

(i) Payments will not be made for any Work, labor or materials performed on a unit price or a Subsection 41(a)(3) basis until the Contractor has furnished the Owner documents, certified as true and correct by an authorized officer or agent of the Contractor, evidencing the cost of such Work, labor, and materials. The Owner may require any or all of the following documentation to be provided by the Contractor:

For Work performed on a Unit Price basis:

(1) Certified measurements of authorized and approved excavations, over-excavations, fills and/or backfills, and similar work; and/or

(2) Certified measurements of piling installed, caissons installed, and similar work; and/or

(3) Daily records of waste materials removed from the Site and/or fill materials imported to the Site.

For Work performed on a Subsection 41(a)(3) basis:

(1) certified payroll records showing the name, classification, date, daily hours, total hours, rate, and extension for each laborer, foreman, supervisor or other worker;

(2) equipment type and model, dates, daily hours, total hours, rental rate or other specified rate and extension for each unit of equipment;

(3) invoices for materials showing quantities, prices, and extensions;

(4) daily records of waste materials removed from the Site and/or fill materials imported to the Site;

(5) certified measurements of over-excavations, piling installed and similar work; and/or

(6) transportation records for materials, including prices, loads, and extensions.

Requests for payment shall be accompanied and supported by invoices for all labor, materials and equipment used and for all transportation charges claimed. If materials come from the Contractor's own stock, then an affidavit may be furnished, in lieu of invoices, certifying quantities, prices, etc. to support the actual cost.

42. EXTRAS

If the Contractor claims that any instructions given to it by the Architect/Engineer or by the Owner, by Drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, it shall give the Architect/Engineer and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than fourteen (14) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than fourteen (14) days after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 41 of this Contract, and any additional compensation shall be determined by one of the three (3) methods provided in Section 41, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this Section, is given by the Contractor and unless such Work is performed pursuant to written Change Order as provided in Section 41. The Change Order shall designate which of the three (3) methods for computing charges and credits set forth in said Section 41(a) shall be used. If the Owner does not agree, then any claims for compensation for the extra Work shall be filed in accordance with Section 50.

43. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by it, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Architect/Engineer when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon ten (10) calendar days written notice to the Owner and the Architect/Engineer, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that it would have had profit on the entire Contract if it had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's Surety on its payment and performance bonds.

44. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

(a) If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials and equipment; or if it should fail to perform

the Work in a diligent, efficient, workmanlike, skillful, and careful manner; or if it should fail or refuse to perform the Work in accordance with the Contract Documents; or if it should fail to make prompt payment to Subcontractors or Suppliers of material or labor; or if it should disregard laws, ordinances, regulations, or the written instructions of the Architect/Engineer or the Owner; or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.

(b) Prior to termination of the Contract, the Owner shall give the Contractor and its surety ten (10) days written notice pursuant to Section 5 ("Notice") of this Contract, during which the Contractor and/or its Surety may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period without further notice to the Contractor. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or its Surety that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor and/or its Surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor and its surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's Surety on its payment and performance bonds.

(1) (c) Upon termination of the Contract becoming effective, the Owner shall take possession of the Site and of all materials, tools and equipment thereon and shall proceed as follows:

The Owner may finish the Work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.; and

The Owner shall provide Notice to the Surety that termination of the Contract became effective and their actions shall conform to the terms of Standard Performance Bond and this Contract

(d) If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner and the Contractor's rights and remedies shall be solely limited to those provided by Section 45 of this Contract.

(e) Termination of the Contract under this Section is in addition to and without prejudice to any other right or remedy of the Owner. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. The provisions of this Section shall survive termination of the Contract.

45. TERMINATION BY OWNER FOR CONVENIENCE

(a) Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination pursuant to Section 5 ("Notice") of this Contract. Upon such termination, the Contractor shall immediately cease Work and remove

from the Site all of its labor forces, equipment and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders as may be designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

(1) Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment through the date of termination;

(2) All amounts then otherwise due under the terms of this Contract associated with the Work performed prior to the date of termination; and

(3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination.

The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature. The Contract agrees to waive all claims against the Owner for any consequential damages that may arise from or relate to the Owner's termination of the Contract including, but not limited to, damages for loss of revenue, income, profit, business, reputation, or bonding capacity.

(b) In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's Surety on its payment and performance bonds.

(c) Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under this Contract or under the law. The provisions of this Section shall survive termination of the Contract.

46. DAMAGES FOR DELAYS; EXTENSION OF TIME

(a) **Excusable Non-Compensable Delays:** If and to the extent that the Contractor is delayed at any time in the progress of the Work by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, with the exception of delays caused by weather provided for in Section 10, for which the Contractor intends to request an extension of either the Time for Completion or the Contract Completion Date, as the case may be, then the Contractor shall give the Owner and Architect/Engineer written notice of the delay within fourteen (14) calendar days of the inception of the delay. The Contractor shall also give written notice to the Owner and Architect/Engineer of the termination of the delay not more than fourteen (14) days after such termination. If the Owner agrees with the existence and impact of the delay, the Owner shall extend the Time for Completion, the Contract Completion Date or Final Completion Date, as the case may be, for the length of time that the date for Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay. No extension of the Time for Completion or Contract Completion Date shall be granted unless the Contractor

demonstrates a delay in the critical path of the approved CPM schedule, or bar graph schedule, if applicable.

(b) **Excusable Compensable Delays:** If and to the extent that the Contractor is unreasonably delayed at any time in the progress of the Work by any acts or omissions of the Owner, its agents or employees, and due to causes within the Owner's control, and the Contractor intends to request an extension of either the Time for Completion or the Contract Completion Date, as the case may be, and/or additional compensation for damages, if any, caused by the delay, then the Contractor shall notify the Owner and the Architect/Engineer immediately at the time of the occurrence giving rise to the delay by the fastest means available and shall give written notice no later than two (2) working days after inception of the delay. The Contractor's written notice shall specify the nature of the delay claimed by the Contractor, the cause of the delay, and the impact of the delay on the Contractor's Work schedule. The Owner shall then have three (3) working days to respond to the Contractor's notice with a resolution, remedy, or direction to alleviate the delay, or rejection of the Contractor's notice of delay. The Owner's failure to respond within the time required shall be deemed to be a rejection of the Contractor's notice. The Contractor shall also give written notice to the Owner and Architect/Engineer of the termination of the delay not more than fourteen (14) days after such termination. If and to the extent that a delay is caused by or due to the Owner or A/E taking any actions permitted or required by the Contract, the Contractor shall be entitled to an extension of time or additional compensation only for the portion of the delay that is unreasonable, if any.

(c) **Non-Excusable Non-Compensable Delays:** The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays if and to the extent they are (1) caused by acts or omissions, fault or negligence of the Contractor or its subcontractors, agents or employees or due to foreseeable causes within their control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or from the failure to furnish enough properly skilled workers, proper materials or necessary equipment to diligently perform the work in a timely manner in accordance with the Project schedule; or (2) due to causes that would entitle the Owner to recover delay costs or damages.

(d) No extension of time or additional compensation, if applicable, will be granted for any delay unless the claimed delay directly affects the critical path of the approved CPM schedule and any Float has been consumed. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed in Subsections (a) or (b) above, whichever applies. Furthermore, no extension of time or additional compensation shall be given for any delay unless a written request therefor is made in writing to the Owner, with a copy to the Architect/Engineer, within twenty (20) days of the end of the delay. The request shall state the cause of the delay, the number of days of extension requested and any additional compensation requested by the Contractor. Failure to give written notice of either the inception or the termination of the cause of delay or failure to present a claim for extension of time and/or monetary compensation within the times prescribed shall constitute a waiver of any claim for extension or additional compensation based upon that cause.

(e) Requests for extensions of time and/or compensation for delays pursuant to Subsection (b) above must be substantiated by itemized data and records clearly showing that the Work delayed was on the critical path of the approved CPM schedule, as modified, and that the

additional time and/or costs incurred by the Contractor are directly attributable to the delay in the Work claimed. Furthermore, compensation for delay shall be calculated from the contractual Time for Completion or Contract Completion Date, as adjusted by Change Order, and shall not be calculated based on any early completion planned or scheduled by the Contractor, unless a Change Order has been executed pursuant to Section 23(f) changing the Time for Completion or the Contract Completion Date to reflect such early completion. See Section 23 for procedures for the Contractor to follow if it plans early completion of the Work and wishes to request a Change Order reflecting the early completion date.

Agreed Compensation/Liquidated Damages for Owner Delay:

If and to the extent that the Contractor is entitled to an extension in the Time for Completion or the Contract Completion Date and additional compensation purely as a result of a delay under Subsection 46(b) and not as a result of a change in the Work under Section 41, the agreed compensation and liquidated damages due the Contractor for days added to the Time for Completion or the Contract Completion Date for each day of such delay shall be the per diem expenses as determined from an itemized accounting of the direct Site overhead expenses and home office and other indirect overhead expenses only as specified in Subsections 41(e)(6)(i) and (ii). These expenses shall exclude any and all expenses specified in Subsection 41(f).

(f) If the Contractor submits a claim for delay damages pursuant to Subsection 46(b) above, the Contractor shall be liable to the Owner for a percentage of all costs incurred by the Owner in investigating, analyzing, negotiating and litigating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim which is determined through litigation to be false or to have no basis in law or in fact. (Section 2.2-4335.C., Code of Virginia)

(g) Any change in the Contract Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.

(h) **Agreed Compensation/Liquidated Damages for Contractor Delay:** If the Contractor fails to complete the Work within the Time for Completion or by the Contract Completion Date, the Contractor shall be liable to the Owner in the amounts set forth in the Subsection (j) below not as a penalty, but as fixed, agreed, and liquidated damages for delay until the Work is substantially or finally completed as the case may be. In addition to liquidated damages for delay the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work and abandonment of the Contract.

(i) It is imperative that the Work in this Contract be substantially completed not later than the dates required in this Contract for various reasons, which may include giving time for the Owner to furnish and equip the facility and allowing the Owner to meet other obligations. The Contractor represents and agrees that it has taken into account in its bid the requirements of the bid documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factors which may affect performance of the Work. The Contractor agrees and warrants that it will achieve substantial completion of the Work not later than the Time for Completion or Contract Completion Date.

(j) Subject to the provisions of the Contract allowing for extension of time allowed for completion of the Work, if the Work is not substantially completed by the Time for Completion or Contract Completion Date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars ($500.00) per day for each and every calendar day of delay in Substantial Completion of the Work beyond the required

date of Substantial Completion. Likewise, if the Work is not finally completed by the specified date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars ($500.00) per day for each and every calendar day of delay in final completion of the Work. The Contractor waives any and all defenses as to the validity of any liquidated damage provisions in the Contract Documents, or of any liquidated damages assessed against the Contractor, on the grounds that such damages are void as penalties or are not reasonably related to actual damages.

47. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

(a) The Contractor shall notify the Owner, in writing on the Certificate of Partial Substantial Completion by the Contractor (Form CO-13.2a), of the date when the Work or designated portion thereof, will be, in its opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach its written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Architect/Engineer's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter nor shall the Architect/Engineer's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Architect/Engineer.

The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in Section 25 of this Contract. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a “punch list”, which must be finished and corrected to obtain Final Completion.

After successful completion of the testing and the Architect/Engineer determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Architect/Engineer shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Architect/Engineer (Form CO-13.1) that the work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

(b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor (Form CO-13.2), of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach its endorsement as to whether or not he concurs in the Contractor’s statement that the Work will ready for inspection and testing on the given date. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and Final Payment shall be made in accordance with Section 39 of this Contract.

(c) The Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final

Completion reinspections are required, the Contractor shall reimburse the Owner for all costs of reinspection or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

(d) A representative from the Fluvanna County Fire Department will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and advise the Owner whether the Work meets the fire safety requirements of the applicable building code.

(e) Approval of Work at or as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

48. GUARANTEE OF WORK

(a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for one (1) year from the date of Final Completion of the entire Project by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Special Conditions, or by separate agreement. At six (6) months and eleven (11) months after substantial completion, the Contractor shall meet with the Owner to review the status of and assign value to any unresolved warranty, guarantee, and punch list items.

(b) If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Architect/Engineer which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two (2) weeks after the guarantee period expires, and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein;

(2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or Architect/Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and

(3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the provisions of this Section.

(c) In any case, when in fulfilling the requirements of the Contract and this guarantee or any other guaranty or warranty, the Contractor disturbs any work performed by a separate contractor, the Contractor shall restore such work to a condition satisfactory to the Architect/Engineer and the Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and its surety shall be liable for all expense incurred.

(e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.

(f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.

(g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 33. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to its other obligations under the Contract Documents.

(h) In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection provided by Section 47 of this Contract, the first Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its Work. The first Contractor and the contractor making the modifications shall each be solely responsible for its respective work. The contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work by its modification. If the first Contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into its Work, it shall be the burden of the Contractor making the claim to demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if it asserts that defects in its work were caused by the contractor whose work it is modifying.

(i) The Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, representatives, agents and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including but not limited to attorney's fees, of any kind or nature whatsoever, arising from or relating to any bodily injury, including sickness, disease or death, or any property damage, that result from or arise out of the work performed by the Contractor, or by or in consequence of any neglect in safeguarding the Work through the use of unacceptable materials in the Work, or resulting from any act, omission, negligence, or misconduct of the Contractor, any of its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Owner may retain as much of the moneys due the Contractor under the Contract as the Owner considers necessary to ensure that a fund will be available to pay a settlement or judgment of such suits, actions, or claims. If insufficient monies are or will become due, the Contractor's surety and/or insurers will

not be released from liability until all such claims and actions have been settled and suitable evidence to that effect has been furnished the Owner.

49. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

50. CONTRACTUAL DISPUTES (§2.2-4363, §2.2-4364, and §2.2-4365, Code of Virginia)

(a) Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after Final Payment; however, written notice of the Contractor's intention to file such claim must be given within fourteen (14) days of the time of the occurrence or beginning of the Work upon which the claim is based. Such notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the Contractor and the nature of the claimed damage. The submission of a timely notice is a prerequisite to recovery under this Section. Failure to submit such notice of intent within the time and in the manner required shall be a conclusive waiver of the claim by the Contractor. Oral notice, the Owner's actual knowledge, or a written notice given after the expiration of fourteen (14) days of time of the occurrence or beginning of the Work upon which the claim is based, shall not be sufficient to satisfy the requirements of this Section. Although the Contractor may be required to submit certain classes of claims prior to Final Payment, and the Contractor is not prevented from submitting claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. All claims shall state that they are "claims" pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by Subsection 50(e), and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the Contractor in accordance with the expected contract performance are routine submissions and shall not be considered claims under this Section. Proposed or requested change orders, demands for money compensation or other relief, and correspondence and e-mails to the Owner or its representatives, which do not strictly comply with the requirements of this Section, shall not be considered claims under this Section.

(b) (b) No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Owner. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) days of submission of the claim at which time the claim shall be deemed denied.

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(c) The decision of the Owner shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within ninety (90) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within ninety (90) days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

(d) In the event that a dispute, claim or controversy between the Owner and the Contractor arises regarding the requirements of the Contract, the performance of the Work, payment due the Contractor, the terms of any Change Order, or otherwise, the Contractor shall not stop, suspend or delay the Work or any part of the Work to be performed under the Contract, or under any Change Order, or as ordered by the Owner. The Contractor shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner.

(e) Along with a claim submitted under this Section, the Contractor shall submit a claim certification form. Claims submitted without the certification form shall not constitute a proper claim and, if not submitted with the certification within the time required, shall be deemed to be waived.

(g) The remedies provided in this Contract, including costs, expenses, damages or extensions of time, shall be the Contractor's sole remedies for the acts, omissions or breaches of the Owner, which shall survive termination or breach of the Contract.

50.1 ASBESTOS

(i) This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the Work, when the scope of the project has been reviewed and a comprehensive survey conducted by an individual licensed by the Virginia Department of Professional and Occupational Regulation to conduct building inspections for asbestos containing materials in buildings, and where the Owner has attempted to remove or encapsulate all asbestos containing material that may become friable or damaged during this Project.

Prior to commencement of Work, the results of the comprehensive survey or any other asbestos survey shall be made available to the Contractor, who shall be responsible for performing its Work so as not to disturb any remaining asbestos, encapsulated or otherwise, identified in such survey or surveys.

If the Contractor discovers or inadvertently disturbs any material that he knows, should have known or has reason to believe, may contain asbestos that has not been previously identified, was overlooked during the removal, was deemed not to be friable or was encapsulated, the Contractor shall stop Work in the area containing or suspected to contain the asbestos, secure the area, and notify the Owner and the Architect/Engineer immediately by telephone or in person with written notice as soon as possible. The Owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the Work, the Owner shall have the material repaired or removed and shall pay for the bulk sample analysis.

Except as provided in §11-4.1 of the Code of Virginia, if the material disturbed is not within the Contractor's authorized Work and/or Work area or under this Contract, the Contractor shall pay for all associated sampling and abatement costs.

(ii) If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed as described in Section 7 of this Contract and in accordance with the specific requirements of the Contract and all applicable laws and regulations.

(iii) If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall obtain the insurance required under Section 15(e) of this Contract.

51. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

(a) As a part of the Work, the Contractor in conjunction with its Subcontractors and Suppliers shall provide the Owner's operations and maintenance personnel with adequate instruction and training in the proper operation and maintenance of any equipment, systems, and related controls provided or altered in the Work. The training requirements may be further defined in the Specifications.

(b) The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment and systems provided in the Work. Further specific requirements may be indicated in the Specifications.

52. PROJECT MEETINGS

(a) The intention of this Section is that the Contractor, the Owner and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and it's A/E are responsible for making a reasonable effort to provide timely responses to the Contractor.

(b) **Preconstruction Meeting**: Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Preconstruction" meeting shall be held with attendees to include the Owner's Project Manager and Project Inspector, the Architect/Engineer's project manager and representatives of each design discipline involved in the Project, the Contractor's project manager and Project Superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

(1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority, including, but not limited to, the name(s) of Contractor's on-site certified Responsible Land Disturber.

(2) Names, addresses, telephone numbers and FAX numbers to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawings, Submittals, and Notices.

(3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.

(4) Schedule of Values and Certificate for Payment (Form CO-12) requirements and procedures.

(5) Procedures for shop drawings, product data and Submittals.

(6) Procedures for handling Field Orders and Change Orders (Form CO-11).

(7) Procedures for Contractor's request for time extension, if any.

(8) Construction Site requirements, procedures and clarifications to include:
- Manner of conducting the Work
- Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
- Safety
- Layout of the Work
- Site visits by the A/E and others

- Quality control, testing, inspections and notices required
- Owner's Project Inspector duties
- Running Punch List
- As-Built Drawings

(9) Procedures and documentation of differing or unforeseen Site conditions

(10) Monthly Pay Meeting

(11) Project Close-Out requirements and procedures

(12) Project records

(13) Assignment of responsibility for generation of meeting minutes of all project meetings.

(c) **Monthly Pay Meeting**: Section 39 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner, the A/E and Contractor representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:

- Owner's Project Inspector
- Contractor's Project Superintendent
- A/E representative of each discipline where Work was performed for the current pay request or where Work is projected to be performed in the coming month
- A representative of each subcontractor who performed work included in the current pay request
- A representative of each subcontractor who is projected to perform work in the coming month

The following topics should be included, as a minimum, in the monthly pay meeting:

(1) Observations of status, quality and workmanship of Work in progress

(2) Validation of the Schedule of Values and Certificate for Payment (Form CO-12)

(3) Conformance with proposed construction schedule

(4) Outstanding Requests for Information, Requests for Clarification and Requests for Proposal

(5) Submittals with action pending

(6) Status of pending Change Orders

(7) Status of Running Punch List items

(8) Work proposed for coming pay period

(9) Discussions of any problems or potential problems which need attention

(d) **Other Meetings**: Requirements for other meetings, such as progress meetings, coordination meetings, preinstallation meetings and/or partnering meetings, may be included in the Contract Documents.

53. MISCELLANEOUS

(a) The County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors is attached hereto as Appendix I and is incorporated herein as a material part of

this Contract. To the extent that the provisions of this Contract shall directly conflict with the provisions of Appendix I, the language within the body of this Contract shall control.

(b) The titles and section headings herein are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

(c) If any term, covenant or provision of this Contract shall be held to be invalid, illegal or unenforceable in any respect, this Contract shall remain in effect and be construed without regard to such provision.

(d) The County reserves its rights of ownership to all Plans, Specifications and other information and documents provided to the Contractor by the County, in any format.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR: S. WALKER CONSTRUCTION, INC.

By:_____

(Signature in ink) *(Date)*

Name:_____

Title:_____

ATTEST:_____

(Signature in ink) *(Date)*

For the OWNER: COUNTY OF FLUVANNA

By:_____

(Signature in ink) *(Date)*

Name:_____

Title:_____

ATTEST:_____

(Signature in ink) *(Date)*

Approved as to form:

_____

Fluvanna County Attorney

SECTION XV – GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

2. **DEFINITIONS:** The definitions of Virginia Code § 2.2-4301 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General

Conditions, the following terms, whether capitalized or not, have the following meanings:

a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.

b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".

c. Contract: Any contract to which the County will be a party.

d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.

f. County Administrator: The Fluvanna County Administrator.

g. County Attorney: The Fluvanna County Attorney.

h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.

i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.

j. His: Any references to "his" shall include his, her, their, or its as appropriate.

k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed $50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed $50,000.

o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. AUTHORITY: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way

obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the

Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

    a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
    b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
    c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
    d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. **WITHDRAWAL OF BIDS:**

    a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

    If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional

arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:

    i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
    ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).

d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be

considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. **ERRORS IN BIDS**: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

    a. Addressed as indicated on page 1 of the solicitation;
    b. Solicitation number;
    c. Title;
    d. Bid due date and time;
    e. Bidder's name and complete mailing address (return address); and
    f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

    If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

15. **RESPONSE TO SOLICITATIONS**: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

18. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. **VIRGINIA FREEDOM OF INFORMATION ACT**: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested

person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or

omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

    a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
    b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
d. The quality of performance of previous Contracts or Services;
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
g. The quality, availability and adaptability of the Goods or Services to the particular use required;
h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
i. The number and scope of the conditions attached to the Bid;
j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County’s Procurement Policies and Procedures.

30. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. **TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS**:

    a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
    b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
    c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

CONTRACT PROVISIONS

33. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

34. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

35. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

36. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior

written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

37. **INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

38. **INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	$1,000,000	
Professional Liability	$1,000,000	
Excess Liability	$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

39. **KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

40. **SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

41. **TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

42. **ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

43. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

44. **NO FINANCE CHARGES:** No finance charges shall be paid by the County.

45. **ANTITRUST**: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

46. **PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

    a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual

Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.

e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

47. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
   i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
   ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.

e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

48. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

49. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

50. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies

shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

51. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over $10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

52. MODIFICATION:

a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the County’s Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

53. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

54. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over $10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

55. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;

b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;

c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;

d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

56. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

57. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

58. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of

any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

59. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

60. **GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and

    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

    f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

    g. For any Contract involving Services of any nature, the Contractor further agrees to:

        i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
        ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
        iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and

iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

61. **PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

62. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

63. **VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

64. CLAIMS PROCEDURE:

a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq*.

b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

65. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

66. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

67. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

68. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at

the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

69. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

70. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

71. **REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

72. **DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

73. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

    a. Purchase Order Number;

    b. Name of Article and Stock Number;

    c. Quantity Ordered;

d. Quantity Shipped;

e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

74. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

75. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

APPENDIX II
(PROJECT SPECIFIC CONTRACT TERMS)

Notwithstanding any other provision of the Contract, the Contractor shall comply with the following:

(1) The Contractor acknowledges that subcontracts for the performance of this Contract are subject to the provisions of Section 2.2-4333 of the Code of Virginia, concerning retainage on construction contracts.

(2) During the term of this Contract, the Contractor shall comply with all provisions of this Contract, the Fork Union Streetscape Enhancement Project – Phase 1 Invitation to Bid dated the ___ day of _____, 2014, as supplemented, and all attachments thereto (the "IFB"), the Contractor's Bid Form dated _____, 201_ and all attachments thereto, and the Fork Union Streetscape Enhancement Project Phase 1 **"FORMS AND CONTRACT REQUIREMENTS"** attached hereto and incorporated herein by reference. The Contractor shall insert such provisions in its subcontracts as required and shall require compliance with such provisions by its subcontractors.

(3) The Contractor shall comply with any conditions stipulated in any Environmental Review documents associated with the Project and the Work including.

(4) The Contractor acknowledges that, in the event of a discovery of Remains or Resources (as defined in Section 11(d) of the Contract), a cessation of work shall be required as set forth in Section 11(d) of the Contract and the Owner may be required to notify and obtain inspections and clearance from third parties before work may resume. For certain VDOT-funded projects, the Owner will be required to notify the Virginia SHPO and VDOT's Local Assistance Division about the unanticipated discovery. In such event, an archeologist meeting the Secretary of Interior's Professional Qualification Standards must inspect the work site within 48 hours of the discovery and determine the area and the nature of the affected archeological property. The VDOT Local Assistance Division will advise the Owner when and where construction work may resume.

(5) The Contractor acknowledges that this Project is funded, in whole or in part, through a grant from the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) enacted 2005, as extended from time to time, all provisions of the SAFETEA-LU requirements must be followed to assure that this Project can be reimbursed through this grant. Contractor agrees to cooperate with the Owner in order to obtain and maintain compliance with the SAFETEA-LU grant requirements and, in the event any amendment to this Contract is required for such purpose, to execute such amendment promptly upon request by the Owner. The Contractor shall insert such provisions in its subcontracts as necessary in connection therewith and shall require compliance with such provisions by its subcontractors. Without limitation, the Contractor shall comply and maintain all necessary records, and shall provide the Owner with all applicable documentation, to demonstrate Contractor's and Owner's compliance with all requirements of SAFETEA-LU. Contractor acknowledges that any failure to

comply with the grant funding requirements of the project may jeopardize the Owner's grant funding of the Project and result in substantial damages incurred by the Owner.

(6) Davis-Bacon and Related Acts Wage Rate Requirements:

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security

numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* —(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan

approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	**OMB Control Number**
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140,
	1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140,
	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

EFFECTIVE DATE NOTE: At 58 FR 58955, Nov. 5, 1993, § 5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

(7) The Contractor shall use good faith efforts to solicit the participation of small businesses, socially and economically disadvantaged businesses, and businesses owned by women, minorities, and service disabled veterans, (collectively "DBEs") in its procurement transactions and shall provide the Owner with documentation of such efforts, including but not limited to: efforts to provide solicitation information to DBEs, efforts to subdivide the work into economically feasible units to facilitate DBE participation, contacts with DBEs, DBEs that made quotes, names of selected firms and DBE status, price difference if DBEs not selected. DBE certifications including all forms attached hereto, shall be submitted to the Owner within five (5) days of request of the same or when such are required under the applicable grant, whichever is sooner.

(8) The Contractor shall comply with the Virginia Department of Transportation Special Provision for Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246, attached to the IFB and also attached hereto which include goals for female and minority business participation among other requirements. The goals include that 6.9% of the Contractor's aggregate work force in each trade on all construction works in the covered area be female; and 27.9% Contractor's aggregate work force in each trade on all construction works in the covered area be of the minorities.

(9) Without limiting any other provision of this Contract, the Contractor shall comply with federal civil rights laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000 et seq. – no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 – no qualified individual with a disability in the United States, shall, by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance.

- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. – discrimination on the basis of gender is eliminated in any education program or activity receiving Federal financial assistance. 29

- The Age Discrimination Act of 1975, as amended, 20 U.S.C. § 6101 et seq. – no person in the United States shall be, on the basis of age, excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity receiving Federal financial assistance.

Forms and Contract Requirements:

	Description	
1	VDOT Forms C-48, C-49. C-104, C-105, C-111 and C-112, attached to the IFB and incorporated herein by reference	See IFB Section IX to XIV
2	C100II2-0112 VDOT Supplemental Specifications (SSs), Special Provisions (SPs), and Special Provision Copied Notes (SPCNs), attached to the IFB and incorporated herein by reference	See IFB Section XVIII
3	C103i00-1213 Section 103.08 Execution of Contract	See IFB Section XVIII
4	Personnel Requirements for Work Zone Traffic Control	See IFB Section XVIII
5	C105hf1-0309 Section 105.06 Subcontracting	See IFB Section XVIII
6	David Bacon Act Wage Determination – VA140138 Construction Type: Highway	See IFB Section XVIII
7	SF001AF-0708 Civil Rights Predetermined Minimum Wage Rates	See IFB Section XVIII
8	SF010DF-0712 Form FHWA-1273 – Required Contract Provisions, Federal-Aid Construction Contracts	See IFB Section XVIII
9	SF030AF-0708 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	See IFB Section XVIII
10	S107HF1-0211 VDOT Special Provision for Section 107.15	See IFB Section XVIII
11	S102CF2-0813 VDOT Social Provision for Use of Domestic Material	See IFB Section XVIII
12	VDOT Special Provision for Site Lighting	See IFB Section XIX

Section III – Bid Form

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal. All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Streetscape Enhancements for Fork Union, Virginia – Phase 1

JOB DESIGNATION:	County of Fluvanna, Virginia
PROJECT NUMBER:	**EN05-032-121, C501**
VDOT UPC NUMBER:	**78231**
FWHA NUMBER:	**TEA-032-7(041)**

Base Bid: $ 354,730.00

No. of Days to complete: **240 days**

Add Alternate #1: $ 63,343.00

Add Alternate #2: $ 21,234.25

Add Alternate #3: $ 21,400.00

No. of Days to complete add alternates: **30 days**

Total Bid: $ 460,707.25

Submitted By: S. Walker Construction, Inc

Vendor Number or FIN#: W91de FIN# 27-0488843

I/we acknowledge receipt of the following Addenda (list all by number and date of issue):

#1 12-1-14 #3 - 12-30-14

#2 12-23-14

DOWNTOWN STREETSCAPE ENHANCEMENTS
Fork Union, Virginia

Base Bid

State Project # EN05-032-121, C501 UPC #78231
Federal Project # TEA-032-7(041)
October 29, 2014

Hill Studio Comm. No. 0771

ITEM #	SPEC	BASE BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1	105	Gen. conditions, field engineering Base Bid items only	1	lump sum	20,000.00	20,000.00
		MOBILIZATION				
2	513	Mobilization of equip. & crews	1	lump sum	17,000.00	17,000.00
		TRAFFIC CONTROL				
3		Traffic Mgmt. Plan Prep.,permits, flagmen, warning devices	1	lump sum	20,000.00	20,000.00
		DEMOLITION				
4	508	Remove exist. concrete sidewalk & stone base	640	sq. yd.	15.00	9,600.00
5	508	Remove exist. concrete curb & gutter	1,100	lin. ft.	8.00	8,800.00
6	508	Saw-cut bituminous pvmt. & conc. sidewalk	1,805	lin.ft.	1.50	2,707.50
7	508	Remove exist. bitum. pvmt. & stone base, full depth	758	sq. yd.	5.00	3,790.00
8	413	Remove exist. storm sewer structure, avg. 4-ft. depth	2	ea	1,000.00	2,000.00
9	413	Sign, bollard, etc. removal	8	ea.	50.00	400.00
10	413	Remove exist. 15-inch RCP	32	lin.ft.	20.00	640.00
11		Erosion & sediment controls - in place, maintenance	1	lump sum	2,500.00	2,500.00
12	508	Remove exist. conc. vehicle entrances	223	sq. yd.	15.00	3,345.00
13	106	Hauling & disposal, including dump charges	427	cu. yd.	10.00	4,270.00
14	508	Saw-cut & mill exist. painted striping & crosswalks	1,210	sq.ft.	3.00	3,630.00
		EARTHWORK				
15	301	Remove 12"-16" strip of turf & rootmat along walk, 3" deep	405	lin.ft.	2.00	810.00
16	303	Import topsoil for utility strip & disturbed lawn	65	cu. yd.	40.00	2,600.00
17	602	Backfill, spread & compact topsoil in utility strip & lawn	65	cu.yd.	20.00	1,300.00
		PAVING				
18	504	New concrete sidewalk incl. stone base & reinf.	665	sq.yd.	55.00	36,575.00
19	502	New concrete curb, CG-3 at trench drains	26	lin. ft.	38.50	1,001.00
20	502	New concrete curb & gutter, CG-7	945	lin. ft.	38.50	36,382.50
21	502	New concrete curb & gutter, CG-6	12	lin.ft.	38.50	462.00
22	504	New brick curb cut & ramp, Type 1 in CG-7	3	ea.	15.00	45.00
23	504	New curb cut & ramp, Type 2 in CG-7	2	ea.	450.00	900.00
24	504	New curb cut & ramp, Type 2 in CG-6	2	ea.	450.00	900.00
25	504	New curb cut & ramp, Type 3 in CG-6	1	ea.	450.00	450.00
26	502	New concrete entrances, CG-9D.	332	sq.yd.	80.00	26,560.00
27	315	Bit. asphalt pavement w/in R.O.W. - heavy duty	161	sq.yd.	95.00	15,295.00
28	315	Bit. asphalt patch in driveways & entrances - heavy duty	26	sq.yd.	60.00	1,560.00
29	504	Replace signs removed during construction	8	ea.	50.00	400.00
30	504	Detectable warning strips @ ramps, 10 sq. ft. ea. location	8	ea. loc.	350.00	2,800.00
31	704	Crosswalk border, 8' crossing, 2-12" thermoplastic lines	320	lin.ft.	15.00	4,800.00
32	704	Parking space striping	165	lin.ft.	3.00	495.00
33	315	Bit. asphalt overlay for milled areas, roll & compact	1,210	sq.ft.	3.00	3,630.00
		STORM DRAINAGE				
34	302	Storm sewer MH, frame & cover, 3.83'	1	ea.	2,000.00	2,000.00
35	302	Storm sewer MH, frame & cover, 3.67'	1	ea.	2,000.00	2,000.00
36	302	Concrete trench with VDOT std. DI-2 grates	24	lin. ft.	325.00	7,800.00
37	302	15-inch pipe in place	12	lin. ft.	50.00	600.00
		SODDING, MISC.				
38	603	Fertilizer (3,300 sq.ft @ 20 lbs. / 1000 sq. ft.)	66	lb.	2.00	132.00
39	603	Sod for utility strip & disturbed lawn	3,300	sq.ft.	4.00	13,200.00
40		Tree Root Barrier for future tree planting	8	plant pit	250.00	2,000.00
		LIGHTING IMPROVEMENTS				
41	603	Ornamental street lights, posts & fixtures	17	ea.	3,600.00	61,200.00
42	705	Combination meter, panel & disconnect ped, installed	2	ea.	3,000.00	6,000.00
43		Conduit and wire for lighting, all connections made	1,150	lin.ft.	21.00	24,150.00

TOTAL BASE BID AMOUNT 354,730.00

DOWNTOWN STREETSCAPE ENHANCEMENTS
Fork Union, Virginia

Add Alternate #1

State Project # EN05-032-121, C501 UPC #78231
Federal Project # TEA-032-7(041)
October 29, 2014

Hill Studio Comm. No. 0771

ITEM #	SPEC	ADD ALT. #1 BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1	105	Gen. conditions, field engineering Add Alt. #1 items only	1	lump sum	3500.00	3,500.00
		MOBILIZATION				
2	513	Mobilization of equip. & crews	1	lump sum	1500.00	1,500.00
		TRAFFIC CONTROL				
3		Traffic Mgmt. Plan Prep.,permits, flagmen, warning devices	1	lump sum	3000.00	3,000.00
		DEMOLITION				
4	508	Remove exist. concrete sidewalk & stone base	140	sq. yd.	15.00	2,100.00
5	508	Remove exist. concrete curb & gutter	260	lin. ft.	8.00	2,080.00
6	508	Saw-cut bituminous pvmt. & conc. sidewalk	325	lin.ft.	1.50	487.50
7	508	Remove exist. bitum. pvmt. & stone base, full depth	140	sq. yd.	5.00	700.00
8	413	Remove exist. storm sewer structure, avg. 4-ft. depth	0	ea	0	0
9	413	Sign, bollard, etc. removal	0	ea.	0	0
10	413	Remove exist. 15-inch RCP	0	lin.ft.	0	0
11		Erosion & sediment controls - in place, maintenance	1	lump sum	250.00	250.00
12	508	Remove exist. conc. vehicle entrances	14	sq. yd.	15.00	210.00
13	106	Hauling & disposal, including dump charges	80	cu. yd.	10.00	800.00
		EARTHWORK				
14	301	Remove 12"-16" strip of turf & rootmat along walk, 3" deep	262	lin.ft.	2.00	524.00
15	303	Import topsoil for utility strip & disturbed lawn	14	cu.yd.	40.00	560.00
16	602	Backfill, spread & compact topsoil in utility strip & lawn	14	cu.yd.	20.00	280.00
		PAVING				
17	504	New concrete sidewalk incl. stone base & reinf.	142	sq.yd.	55.00	7,810.00
18	502	New concrete curb, CG-3 at trench drains	0	lin. ft.	0	0
19	502	New concrete curb & gutter, CG-7	235	lin. ft.	38.50	9,047.50
20	502	New concrete curb & gutter, CG-6	0	lin.ft.	0	0
21	504	New brick curb cut & ramp, Type 1 in CG-7	1	ea.	1500.00	1,500.00
22	504	New curb cut & ramp, Type 2 in CG-7	0	ea.	0	0
23	504	New curb cut & ramp, Type 2 in CG-6	1	ea.	450.00	450.00
24	504	New curb cut & ramp, Type 3 in CG-6	0	ea.	0	0
25	502	New concrete entrances, CG-9D.	19	sq.yd.	80.00	1,520.00
26	315	Bit. asphalt pavement w/in R.O.W. - heavy duty	32	sq.yd.	95.00	3,040.00
27	504	Bit. asphalt patch in driveways & entrances - heavy duty	2	sq.yd.	60.00	120.00
28	504	Replace signs removed during construction	0	ea.	0	0
29	504	Detectable warning strips @ ramps, 10 sq. ft. ea. location	2	ea. loc.	350.00	700.00
30	704	Crosswalk border, 8' crossing, 2-12" thermoplastic lines	86	lin.ft.	15.00	1,290.00
31		Parking space striping	0	lin.ft.		
		STORM DRAINAGE				
32	302	Storm sewer MH, frame & cover, 3.83'	0	ea.	0	0
33	302	Storm sewer MH, frame & cover, 3.67'	0	ea.	0	0
34	302	Concrete trench with VDOT std. DI-2 grates	0	lin. ft.	0	0
35	302	15-inch pipe in place	0	lin. ft.	0	0
		SODDING, MISC.				
36	603	Fertilizer (1,100 sq.ft @ 20 lbs. / 1000 sq. ft.)	22	lb.	2.00	44.00
37	603	Sod for utility strip & disturbed lawn	1,100	sq.ft.	4.00	4,400.00
38		Tree Root Barrier for future tree planting	3	plant pit	250.00	750.00
		LIGHTING IMPROVEMENTS				
39	603	Ornamental street lights, posts & fixtures	3	ea.	3600.00	10,800.00
40	705	Combination meter, panel & disconnect ped, installed	0	ea.	0	0
41		Conduit and wire for lighting, all connections made	280	lin.ft.	21.00	5,880.00

TOTAL ALT. 1 BID AMOUNT 63,348.00

DOWNTOWN STREETSCAPE ENHANCEMENTS
Fork Union, Virginia

Add Alternates #2 and #3

State Project # EN05-032-121, C501 UPC #78231
Federal Project # TEA-032-7(041)
October 29, 2014

Hill Studio Comm. No. 0771

ITEM #	SPEC	ADD ALT. #2 BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1		Gen. Conditions, field engineering Add Alternate #2	1	lump sum	2500.00	2,500.00
		DELETIONS				
2		Delete imported topsoil for utility strip backfill	-70	cu.yd.	30.00	-2,100.00
3		Delete backfilling, spreading and compact. in utility strips	-70	cu.yd.	10.00	-700.00
4		Delete fertilizer in utility strips	-67	lb.	2.00	-134.00
5		Delete sod for utility strips	-3,315	sq.ft.	4.00	-13,260.00
		ADDITIONS				
6		Steel edge & 8"brick units in place for future planting pits	11	ea.loc.	900.00	9,900.00
7		Dry-laid brick infill, including granular base, for utility strip	3,315	sq.ft.	7.85	25,028.25

TOTAL ALT. 2 BID AMOUNT 21,234.25

ITEM #	SPEC	ADD ALT. #3 BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1		Gen. Conditions, field engineering Add Alternate #3	1	lump sum	1,000.00	1,000.00
		SITE FURNISHINGS AND PLANTINGS				
8	included	Benches & installation	4	ea.	2,000.00	8,000.00
9	included	Trash Receptacles & installation	4	ea.	2,000.00	8,000.00
10		Trees & installation	11	ea.	400.00	4,400.00

TOTAL ALT. 3 BID AMOUNT 21,400.00

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
S. Walker Construction, Inc.
121 S. Main Street
Blackstone, VA 23824

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. BOX 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices
6200 S. Gilmore Road
Fairfield, OH 45014-5141

OWNER:
(Name, legal status and address)
County of Fluvanna, Virginia
132 Main Street
Palmyra, VA 22963

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Fork Union Streetscape Enhancement Project - Phase 1, Fluvanna County, VA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of January, 2015.

Robin B Neal
(Witness)

S. Walker Construction, Inc.
(Principal) *(Seal)*
By: [signature]
(Title) VP

Stacey Boyle
(Witness) Stacey Boyle

The Cincinnati Insurance Company
(Surety) *(Seal)*
By: Nancy L. Adams
(Title) Nancy L. Adams, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Robert M. Coon; R. Hutcheson Mauck, Jr.; Stacey Hall; Joanna M. Carson; Theresa S. Stump; Susan Westbrook; Deanna W. Sparks; Sherrie B. Denison; Stephen B. Dolin; Bethany Murphy; Lindsey M. DeJarnette; James L. Webb, Jr.; Cary McFadden; Windy Lovelady; Nancy L. Adams and/or James J. Roberts, III of Virginia and North Carolina each in their separate capacity, its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. Dietz

Vice President

STATE OF OHIO)
COUNTY OF BUTLER) ss:

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 14th day of January, 2015

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Scott R Boler

Assistant Secretary

BN-1005 (5/12)

December 1, 2014

IFB #2015-01

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

ADDENDUM #1

The following questions and suggestions have been taken into consideration. Please see below for the questions which are followed by the corresponding answer.

1. Clarification regarding the "Scope of Work" at the pre-bid conference. VDOT representatives stated that:
   a. **Contractor responsible for maintaining traffic along streets affected by the Work; methods and practices to comply with *2011 Work Area Protection Manual.***

2. Page five (5) of the bid document indicates that Form C-7 and C-43 are required. The bid document does not contain either of these forms.
   a. **Page 5 of the Project Manual lists VDOT Forms C-7 and C-43 as being incorporated in the returned Proposal. Neither form is included in the Manual nor do they need to be incorporated. Page 6 takes the place of Form C-7.**

3. When are all questions associated with the project due to the County?
   a. **All questions which affect bidding and pricing must be submitted to Joe Rodish of Fluvanna County before 5:00 p.m. on December 15, 2014. No Addenda may be issued less than 10 business days prior to bid opening without extending the bid date accordingly. As with all inquiries, Mr. Rodish will pass the question on to the team member best able to respond. Likewise, Mr. Rodish will receive the answer and pass the information on to all bidders in the form of either a clarification or addendum. Bidders must note receipt of all Addenda on their Bid Form (page 6 of the Project Manual).**

4. Who is responsible for testing and inspection services?
   a. **Fluvanna County will enlist the services of a testing agency to insure quality is maintained on the project. Subgrade compaction, granular materials, concrete and asphalt and their placement are some of the materials to be monitored. Materials which fail to meet minimum standards will be removed from the project site at the Contractor's expense, replaced and re-tested also at the Contractor's expense.**

5. Where can the Contractor dispose of demolished concrete and asphalt pavement?
   a. **The Contractor is therefore on his own to locate a disposal area and to comply with all local, State and Federal laws regarding water quality, erosion control measures, etc. Another option for debris disposal is to utilize the services of van der Linde Recycling, 877-981-0891. This company is located in Troy, Virginia near Zion**

Crossroads along Rt. 15. Hill Studio spoke with sales manager, Andrea Johnson, 434-981-1749 and learned they can provide 10 and 20 cubic yard containers for job site placement or they can receive the Contractor's vehicles at their business location. Van der Linde will take asphalt pavement and steel reinforced concrete. Their rate and rental information can be made available by phoning Ms. Johnson.

i. **Van der Linde crushes the material they take in and offer aggregate sizes #3, #57 and 21-A. Their material *has not been* approved for use by VDOT within rights-of-way.**

6. Is Form C-111 required at the time of bid submittal?
   a. **VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR SECTION 107.15 states:**
      i. **Contract Goal, Good Faith Efforts Specified: All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required 5% DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.**

      Form C-111 may be submitted electronically or may be faxed to the Locality, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

      If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

      The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

      If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

      Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

Instructions for submitting Form C-111 can be obtained from the VDOT website at:
http://www.virginiadot.org/business/resources/const/Exp_DBE_Commitments.pdf

7. Has a staging area for the project been designated?
   a. **No. The County is in the process of doing so and will have something in place prior to December 15, 2014. An addendum will be issued to all Bidders specifying the location.**

All addendums must be acknowledged as being received by signing below. All signed addendums relating to any solicitation shall be returned along with the original bid/proposal submissions. Failure to do so may result in the bid/proposal being rejected.

If Bidder or Offeror is an Entity:

S. Walker Construction Inc
Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: Jason Walker

Print Title: Vice President

Date: 1-14-15

If Bidder or Offeror is an Individual (sole proprietor):

_____ (SEAL)
Signature

Print Name: _____

Date: _____

RETURN THIS PAGE WITH SEALED PROPOSAL

December 23, 2014

IFB #2015-01

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

ADDENDUM #2

The following questions and suggestions have been taken into consideration. Please see below for the questions which are followed by the corresponding answer.

1. **Changes to the Project Manual**
   a. Delete current Base Bid unit price sheet and replace with the attached 0771Base100%BidFormFinal.pdf. **(Note highlighted change to Item 33.)**

2. **Changes to the Drawings**
   a. Add Supplemental Drawings SUP 1 and SUP 2 to the original drawing set. **(Note the additional information provided.)**

3. **Commentary**
   a. Numerous questions have been received which do not necessitate changes to the Manual or Drawings and should not affect the bid price. These questions are addressed in the Commentary for the benefit of all Bidders.

All addendums must be acknowledged as being received by signing below. All signed addendums relating to any solicitation shall be returned along with the original bid/proposal submissions. Failure to do so may result in the bid/proposal being rejected.

If Bidder or Offeror is an Entity:

S. Walker Construction Inc
Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: Jason Walker

Print Title: Vice-President

Date: 1-14-15

If Bidder or Offeror is an Individual (sole proprietor):

_____ (SEAL)
Signature

Print Name: Jason Walker

Date: _____

RETURN THIS PAGE WITH SEALED PROPOSAL

December 30, 2014

IFB #2015-01

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

ADDENDUM #3

The following questions and suggestions have been taken into consideration. Please see below for the questions which are followed by the corresponding answer.

1. On the new addendum that was sent out you added 2 number 8 wires and a number 10 for the ground. Each pole has a receptacle on it so you would have to pull another number 8 wire for the neutral if the lights are 240 volt. Please let me know if a new addendum is coming out and I'm thinking the opening date would need to be pushed back.

    a. The reference to the external GFI duplex outlet at each pole was left in the spec by accident. The poles are not to be equipped with outlets. Please re-price the poles accordingly.

    b. Replace "Site Lighting" section in project manual with the attached pages.

2. The new due date for all sealed bids to be turned in will be January 14, 2015. The time as to when bids are to be received will stay the same.

All addendums must be acknowledged as being received by signing below. All signed addendums relating to any solicitation shall be returned along with the original bid/proposal submissions. Failure to do so may result in the bid/proposal being rejected.

If Bidder or Offeror is an Entity:

S. Walker Construction Inc
Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: Jason Walker

Print Title: Vice-President

Date: 1-14-15

If Bidder or Offeror is an Individual (sole proprietor):

_____ (SEAL)
Signature

Print Name: _____

Date: _____

RETURN THIS PAGE WITH SEALED PROPOSAL

Section V - VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:
Name: Jason Walker Phone: 434-594-5181

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
6 Years _____ Months

4. Vendor Information:

FIN or FEI Number: 27-0483843 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: County of Buckingham, VA	Contact: Karl Carter or Ryn Hill
Phone: 434-969-4242	Email: kcarter@buckinghamcounty.virginia.gov
Dates of Service: 6/20/2014 - 12/10/2014	$$ Value: 247,429.00

Company: Town of South Hill, VA	Contact: Kim Callis
Phone: 434-447-3191	Email: kcallis@southhillva.org
Dates of Service: 5/6/2013 - 12/18/14	$$ Value: 318,270.00

Company: Town of Blackstone, VA	Contact: Phillip Vamonbeekl
Phone: 434-292-7251	Email: philipv@townofblackstoneva.com
Dates of Service: 3/28/14 - Currently	$$ Value: 142,705

Company: VDOT - South Hill, VA Residency	Contact: Connie Perkins
Phone: 434-774-2311	Email: Connie.Perkins@VDOT.Virginia.gov
Dates of Service: 5/1/2013 - 4/30/2014	$$ Value: 376,190.00

I certify the accuracy of this information.
Signed: _____ Title: Vice President
Date: 1-14-15

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Section VI - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A._✓_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _07108116-0___.

B._____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C._____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)	S. Walker Construction Inc.
Legal Name of Offeror/Bidder	S. Walker Construction Inc.
Date	1-14-15
Authorized Signature	
Print or Type Name and Title	Jason Walker

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Section VII - CERTIFICATE OF NO COLLUSION

The undersigned, acting on behalf of S. Walker Construction, Inc., does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this 14 day of January, ~~2014~~ 2015.

Name of ~~Firm~~ or Corporation Submitting Proposal:
By: [signature]
Title: Vice-President
(Owner, Partner, or Corporation President or Vice-President Only)

Address: PO Box 652, 1215 S. Main St.
Blackstone VA 23824

Telephone Number: 434-292-4171

ACKNOWLEDGEMENT:
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing Proposal and Certificate of No Collusion bearing the signature of Jason Walker, and dated 1-14-15 was subscribed and sworn to me, the undersigned notary public, on 1-14-15.

Robin B. Neal
Notary Public

My commission expires: 9-30-16

Registration No. 7119593

ROBIN B. NEAL
Notary Public
Commonwealth of Virginia
Reg. #7119593
My Commission Exps. Sept. 30, 2016

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Section VIII – OFFEROR STATEMENT

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Solicitation and hereby submits this offer pursuant to such instructions.

Jason Walker Vice-President

Print Name & Title of Authorized Person

Signature of Authorized Person Submitting Bid/Proposal

1-14-15

Date

SUBSCRIBED AND SWORN to before me by the above named

Jason Walker on the 14 day of Jan, ~~2014~~ 2015

Robin B Neal

Notary Public in and for the State of Virginia

My commission expires: 9-30-16

ROBIN B. NEA.
Notary Public
Commonwealth of Virgin
Reg. #7119593
My Commission Exps. Sept. 30, 201

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Form C-43
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S PROPOSAL TO SUBLET*
(To be submitted with Bid Proposal)

PROJECT NUMBER: EN05-032-121, C-501
TEA-032-7(041)

Submitted By S. Walker Construction Inc.
(Firm Name)

Date Bid Submitted 1-14-15

By signing this bid, the bidder proposes to sublet to a prequalified Contractor the following designated Dollar Amounts:

Name of Subcontractor	Dollar Amount
Lighting Maintenance Inc.	$94,755.00
TOTAL	$ 94,755.00

This form and information is to be submitted by the prime Contractor with his bid proposal in order to be granted prequalification credit for work proposed to be subcontracted. A substitution of Subcontractors may be permitted only upon written request and approval by the Department.

Form C-48
Rev. 2-23-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF
TRANSPORTATION
SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL BIDDERS)

PROJECT NO. EN05-032-121, C-501 **CONTRACT I.D. NO.** C-501

FHWA NO. TEA-032-7(041) **DATE SUBMITTED** 1-14-15

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within ten (10) business days after the opening of bids.

The bidder certifies this form accurately represents its solicitation and utilization or non-utilization, as indicated, of the firms listed below for performance of work on this contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project.

BIDDER SIGNATURE

TITLE Vice-President

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONTRACOR/SUPPLIER	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)
663270	Lighting Maintenance, Inc	817-279-7313	DBE	Y
674060	Jaxon Point Electrical Construction	540-148-8947	DBE	N

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

Section X – VDOT FORM C-49

BIDDER MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

Form C-49
2-24-14
Sheet 1 of 10

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

THIS INFORMATION MUST BE SUBMITTED
WITHIN 2 DAYS AFTER BID OPENING IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR

CONTRACT I.D. NUMBER _____

PROJECT NUMBER ENDS-032-121, C-501

FHWA NUMBER TEA-032-7(041)

DISTRICT Fluvanna County -

DATE BID SUBMITTED 1-14-15

BIDDER'S NAME S. Walker Construction, Inc.

SIGNATURE [signature]

TITLE Vice-President

VENDOR NUMBER 139106

DBE GOAL FROM BID PROPOSAL 5%

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. ENCS-032-121, C-501 TEA-032-7(041) DATE SUBMITTED 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S.L. Walker Construction Inc. SIGNATURE [signature]

TITLE Vice-President

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES
Lighting Maintenance Inc	12-20-14	Electrical	1-9-15
Jaxon Point Electrical Construction	12-20-14	Electrical	1-12-15

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

ENDS-082-121, C-501

CONTRACT I.D. NO. TEA-082-7 (041) **DATE SUBMITTED** 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction Inc **SIGNATURE** [signature]

TITLE Vice-President

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS
*DBE requirement attained				

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. ENCS-032-121 C501 TEA-032-7 (041) DATE SUBMITTED 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction Inc. SIGNATURE [signature]

TITLE Vice President

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT
* DBE Requirement		attained		

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. ENOS-032-121, C501 TEA-032-7(041) DATE SUBMITTED 11-4-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction Inc. SIGNATURE

TITLE Vice-President

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS
* DBE requirement attained					

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. EN05-032-121 C-501 TEA-032-7(041) DATE SUBMITTED 11-4-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction Inc SIGNATURE [signature]

TITLE Vice-President

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT
* DBE requirement attained	

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. ENV5-032-121 C-501 TEA-032-7(041) DATE SUBMITTED 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction, Inc. SIGNATURE [signature]

TITLE Vice President

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS
* DBE requirement attained		

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. EN05-032-121, C-801 TEA-032-7(041) DATE SUBMITTED 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction LLC SIGNATURE [signature]

TITLE Vice-President

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT
* DBE requirement attained		

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. EN005-022-121 C501 TEA-022-7(041) DATE SUBMITTED 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction Inc SIGNATURE

TITLE Vice President

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED
* DBE requirement attained		

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. ~~TEA-022-7(041)~~ EN005-032-121 C501 DATE SUBMITTED 1-14-15

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER S. Walker Construction Inc SIGNATURE

TITLE Vice President

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS
* DBE requirement attained

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: Fork Union Streetscape Enhancements Project
Fluvanna County, Virginia

FHWA: ENO5-032-121, C501
TEA-032-7(041) UPC: 78231

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

STATEMENT, In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Nottoway County, VA, this 14 day of January, 20 15
County (City), STATE

S. Walker Construction Inc
(Name of Firm)

By: [signature] Vice President
(Signature) Title (print)

STATE of Virginia
COUNTY (CITY) of Nottoway
To-wit:

I Robin B. Neal, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Jason Walker personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 14 day of January, 20 15

Robin B. Neal
Notary Public

My Commission expires 9-30-16

OR

UNSWORN DECLARATION

ROBIN B. NEAL
Notary Public
Commonwealth of Virginia
Reg. #7119593
My Commission Exps. Sept. 30, 2016

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this ____ day of _____, 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: Fork Union Streetscape Enhancements Project
Fluvanna County, Virginia

FHWA: EN05-032-121, C501
TEA-032-7(041) UPC: 78231

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

   During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office

2. I (we) have ✓, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have ✓, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

   Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of $10,000 or under are exempt.)

   Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and

(d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Nottoway County Virginia, this 14 day of January, 20 15
County (City), STATE

S. Walker Construction Inc. By: [signature] Vice-President
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Nottoway
To-wit:

I Robin B. Neal, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Jason Walker personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 14 day of January, 20 15

Robin B. Neal
Notary Public

My Commission expires 9-30-16

ROBIN B. NEAL
Notary Public
Commonwealth of Virginia
Reg. #7119593
My Commission Exps. Sept. 30, 2016

Form C-111
Rev. 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. ENDS-032-121, C501

FHWA NO. JEIA-032-7(041)

*** * * INSTRUCTIONS * * ***

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 5.0 %

PERCENT ATTAINED BY BIDDER 21 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
Lighting Maintenance, Inc. 1663870	S	Electrical	$94,755.00
		TOTAL	$ 94,755.00

TOTAL CONTRACT VALUE $ 460,707.25 x REQUIRED DBE 5 % = $ 23,035.36

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT. I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

S. Walker Construction Inc
BIDDER

BY [signature]
SIGNATURE

Vice-President
TITLE

BY 1-14-15
DATE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: ENOS-032-121 C501

Federal Project No.: TEA-032-7(041)

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor S. Walker Construction Inc

By: _____ Signature Vice-President Title

Date: 1-14-15

First Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

DBE Contractor Lighting Maintenance.

By: Joseph Gill Signature Project Manager Title

Date: 1-14-15

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STREETSCAPE ENHANCEMENTS
FORK UNION, VIRGINIA

PHASE ONE

BID SET
April 30, 2014

FUNDING SOURCES

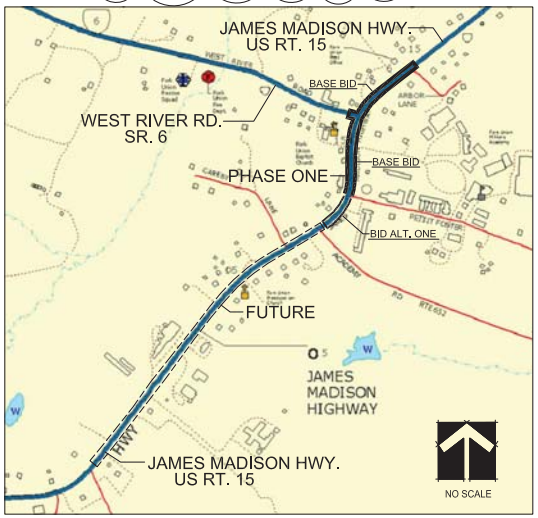
VIRGINIA DEPARTMENT OF TRANSPORTATION TEA-21 GRANT
UPC # 78231
STATE PROJECT # EN05-032-121, PE-101, C-501
FEDERAL PROJECT # TEA-032-7(041)
FLUVANNA COUNTY, VIRGINIA

DRAWING INDEX

NO.	DESCRIPTION:
T1	COVER SHEET / DRAWING INDEX
SD1.1	SITE DEMOLITION PLAN - PHASE ONE
SD1.2	SITE DEMOLITION PLAN - PHASE ONE
L1.1	LAYOUT PLAN - PHASE ONE
L1.2	LAYOUT PLAN - PHASE ONE
L2.1	PLANTING & LIGHTING PLAN - PHASE ONE
L2.2	PLANTING & LIGHTING PLAN - PHASE ONE
L3.1	DETAILS
L3.2	DETAILS

GENERAL TRAFFIC CONTROL NOTES

1. ALL CONTRACTORS PERFORMING CONSTRUCTION ACTIVITIES UNDER THE AUSPICES OF A VDOT LAND USE PERMIT MUST HAVE AT LEAST ONE (1) EMPLOYEE ON-SITE WHO, AT A MINIMUM, IS VERIFIED BY VDOT IN BASIC WORK ZONE TRAFFIC CONTROL FOR ACTIVITIES INVOLVING THE INSTALLATION, MAINTENANCE AND REMOVAL OF WORK ZONE TRAFFIC CONTROL DEVICES. AN EMPLOYEE VERIFIED BY VDOT IN INTERMEDIATE OR ADVANCED WORK ZONE TRAFFIC CONTROL MUST BE ON-SITE TO PROVIDE SUPERVISION DURING WORKZONE ADJUSTMENTS OR CHANGES TO TRAFFIC CONTROL DUE TO FIELD CONDITIONS. THESE PERSONS MUST HAVE THEIR VERIFICATION CARD WITH THEM WHILE ON THE PROJECT SITE.
2. DESIGN FEATURES RELATING TO CONSTRUCTION OR REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT).
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO VDOT STANDARDS AS APPLICABLE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL. TRAFFIC CONTROL ARRANGEMENT AND DEVICES WITHIN THE VDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE "2011 VIRGINIA WORK AREA PROTECTION MANUAL".
5. ALL PAVEMENT STRIPING AND ROADWAY SIGNAGE SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE COORDINATED WITH ANY OTHER CONTRACT AND/OR STATE FORCES WORK BEING DONE IN THE SAME AREA.
7. THE CONTRACTOR'S EQUIPMENT SHALL BE STORED OUTSIDE OF THE DESIGN CLEAR ZONE AND DEFLECTION AREA BEHIND PHYSICAL BARRIERS.
8. ALL TRAFFIC CONTROL DEVICES AND SIGNS NECESSARY FOR MAINTENANCE OF TRAFFIC ARE TO BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE CONTRTACTOR.
9. IF SIGNIFICANT TRAFFIC BACKUPS OCCUR DURING WORKING HOURS, THE CONTRACTOR SHALL MAKE THE AREA SAFE FOR THE TRAVELING PUBLIC AND THE LANE AND/OR SHOULDER CLOSURE SHALL BE REMOVED.



LOCATION MAP

NOTE: THE CONTRACTOR SHALL FURNISH AND INSTALL A PROJECT SIGN BEFORE BEGINNING ANY LAND DISTURBING ACTIVITY. THE PROPOSED CONTENT AND LOCATION OF THE SIGN SHALL BE SUBMITTED TO THE COUNTY FOR APPROVAL PRIOR TO ITS FABRICATION.

DESCRIPTION OF BID ITEMS

NOTE: THE FOLLOWING DESCRIPTIONS ARE INTENDED TO GIVE ONLY BRIEF EXPLANATIONS OF THE WORK INVOLVED IN EACH OF THE BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK WITHIN THE LIMITS OF EACH BID ITEM AS SHOWN ON THE SPECIFIC DRAWINGS.

BASE BID
WEST EDGE OF JAMES MADISON HWY. (U.S. RT.15)
FROM VICINITY OF FORK UNION POST OFFICE
SOUTH TO INTERSECTION WITH PETTIT FOSTER DRIVE

SAWCUTTING, REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB AND GUTTER, EXISTING BITUMINOUS PAVEMENT, VEHICLE ENTRANCES AND EXISTING CONCRETE SIDEWALKS. NEW WORK INCLUDES CONCRETE CURB AND GUTTER, CONCRETE SIDEWALKS WITH GRASS UTILITY STRIP, ROOT BARRIERS FOR FUTURE TREES, VEHICLE ENTRANCES, BITUMINOUS PAVEMENT PATCHING, PAVEMENT MARKING AND ORNAMENTAL STREET LIGHTING. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL PRACTICES AND TRAFFIC CONTROL MEASURES INCLUDING PREPARATION AND APPROVAL OF A TRAFFIC MANAGEMENT PLAN. SEE PLANS ON SHEETS SD1.1, SD1.2, L1.1, L1.2, L2.1 AND L2.2.

BID ALTERNATE ONE
WEST EDGE OF JAMES MADISON HWY. (U.S. RT.15)
FROM INTERSECTION WITH PETTIT FOSTER DRIVE
SOUTH TO VICINITY OF ACADEMY ROAD.

SAWCUTTING, REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB AND GUTTER, EXISTING BITUMINOUS PAVEMENT, VEHICLE ENTRANCES AND EXISTING CONCRETE SIDEWALKS. NEW WORK INCLUDES CONCRETE CURB AND GUTTER, CONCRETE SIDEWALKS WITH GRASS UTILITY STRIP, ROOT BARRIERS FOR FUTURE TREES, VEHICLE ENTRANCES, BITUMINOUS PAVEMENT PATCHING, PAVEMENT MARKING AND ORNAMENTAL STREET LIGHTING. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL PRACTICES AND TRAFFIC CONTROL MEASURES INCLUDING PREPARATION AND APPROVAL OF A TRAFFIC MANAGEMENT PLAN. SEE PLANS ON SHEETS SD1.2, L1.2, AND L2.2.

BID ALTERNATE TWO
FURNISH AND INSTALL DRY-LAID BRICK PAVERS IN LIEU OF THE GRASS UTILITY STRIP BETWEEN THE NEW CURB AND NEW SIDEWALK WITHIN THE BASE BID AND BID ALTERNATE ONE AREAS . MAKE PROVISIONS FOR FUTURE TREE INSTALLATIONS WITHIN THE BRICK PAVED AREAS. SEE PLANS ON SHEETS L1.1 AND L1.2.

BID ALTERNATE THREE
FURNISH AND INSTALL SITE FURNISHINGS AND TREES WITHIN THE BASE BID AND BID ALTERNATE ONE AREAS. SEE PLANS ON SHEETS L2.1 AND L2.2.

VDOT COMPLIANCE NOTES

1. ALL DEMOLITION AND NEW CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE VDOT "2008 ROAD AND BRIDGE STANDARDS", AND VDOT'S "ROAD AND BRIDGE SPECIFICATIONS", DATED JANUARY 2007.
2. MAINTENANCE OF VEHICULAR TRAFFIC ALONG STREETS AFFECTED BY THE WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE IN ACCORDANCE WITH THE 2011 VDOT "WORK AREA PROTECTION MANUAL".

OWNER
FLUVANNA COUNTY
WAYNE STEPHENS
DIRECTOR OF PUBLIC WORKS
197 MAIN STREET
PALMYRA, VA 22963
PHONE 434-591-1925
FAX 434-591-1924

LAND SURVEYOR
WILEY & WILSON, INC.
JAY LEWIS, JR. P.E., L.S., SURVEY MGR.
2310 LANGHORNE ROAD
LYNCHBURG, VA 24501-1547
PHONE 434-455-3207
FAX 434-947-1659

LANDSCAPE ARCHITECT
HILL STUDIO
CHARLES CRAIG - PROJECT MGR.
120 WEST CAMPBELL AVENUE
ROANOKE, VA 24011
PHONE 540-342-5263
FAX 540-345-5625

APPROVED FOR CONSTRUCTION	
DATE	FLUVANNA COUNTY

HILL STUDIO
Community Planning
Landscape Architecture
Architecture
Historic Preservation
120 W. Campbell Ave. SW
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tel: 540-342-5263
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STREETSCAPE ENHANCEMENTS - PHASE I
TITLE SHEET & DRAWING INDEX
FORK UNION, VIRGINIA
UPC #78231

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
REGISTERED LANDSCAPE ARCHITECT

Date: 04/30/2014
Scale: NONE
Revisions: ---
1 10/29/2014 - ISSUED FOR REBIDDING
Drawn By: CRC
Review By: ---
Project No. 0771.01

T-1

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DEMOLITION PLAN NOTES #

1. EXISTING BITUMINOUS PAVEMENT TO REMAIN.
2. EXISTING CURB OR CURB AND GUTTER TO REMAIN.
3. PORTION OF EXISTING SIDEWALK OR DRIVEWAY TO REMAIN.
4. EXISTING ENTRANCE APRON OR PORTION OF APRON TO REMAIN.
5. EXISTING UTILITY POLE, PEDESTAL AND UTILITY LINES TO REMAIN.
6. EXISTING UNDERGROUND UTILITY LINES TO REMAIN.
7. EXISTING STORM DRAIN PIPING TO REMAIN. THE CONTRACTOR SHALL PROVIDE PROTECTION AGAINST ENTRANCE OF SOIL OR DEBRIS CAUSED BY CONSTRUCTION ACTIVITY UNDER THIS CONTRACT.
8. EXISTING TREES OR SHRUBS TO REMAIN: PROTECT AGAINST DAMAGE FOR FULL DURATION OF THIS CONTRACT.
9. EXISTING SIGN, MAILBOX, OR PAPERBOX TO REMAIN. IF EXECUTION OF THE WORK REQUIRES TEMPORARY REMOVAL OF THE ITEM, NOTIFY THE OWNER OF THE SIGN OR BOX. STORE IN A SECURE LOCATION OR TEMPORARILY RELOCATE AND REPLACE IN ITS ORIGINAL POSITION AND ORIENTATION AS SOON AS IS PRACTICAL. FOR VDOT TRAFFIC CONTROL SIGNAGE, PROVIDE TEMPORARY SIGNAGE IMMEDIATELY AND MAINTAIN UNTIL PERMANENT ACCOMMODATIONS CAN BE MADE
10. EXISTING WATER METER, VALVE OR BOX TO REMAIN.
11. REMOVE PORTION OF EXISTING BITUMINOUS PAVEMENT AND GRANULAR BASE MATERIAL FOR ITS FULL DEPTH. SAW-CUT ALONG EDGE OF REMOVAL. EXTEND DRIVEWAY AND BUSINESS ENTRANCE REMOVAL 4-FEET INTO ADJACENT PROPERTY.
12. EXISTING STONE WALL TO REMAIN. PROTECT AGAINST DAMAGE FOR THE FULL DURATION OF DEMOLITION AND NEW CONSTRUCTION. SEE "EXISTING STONE WALL PROTECTION NOTE", THIS SHEET.
13. REMOVE EXISTING STRIPING BY MILLING AREA TO A DEPTH OF ONE INCH MINIMUM. SAW-CUT EDGES TO ACHIEVE CLEAN PATCH LINES. CLEAN MILLED SURFACE, APPLY TACK COAT AND FILL DEPRESSION USING VDOT SM 9.5A BITUMINOUS SURFACE MATERIAL. ROLL AND COMPACT TO 98% MAX DENSITY.

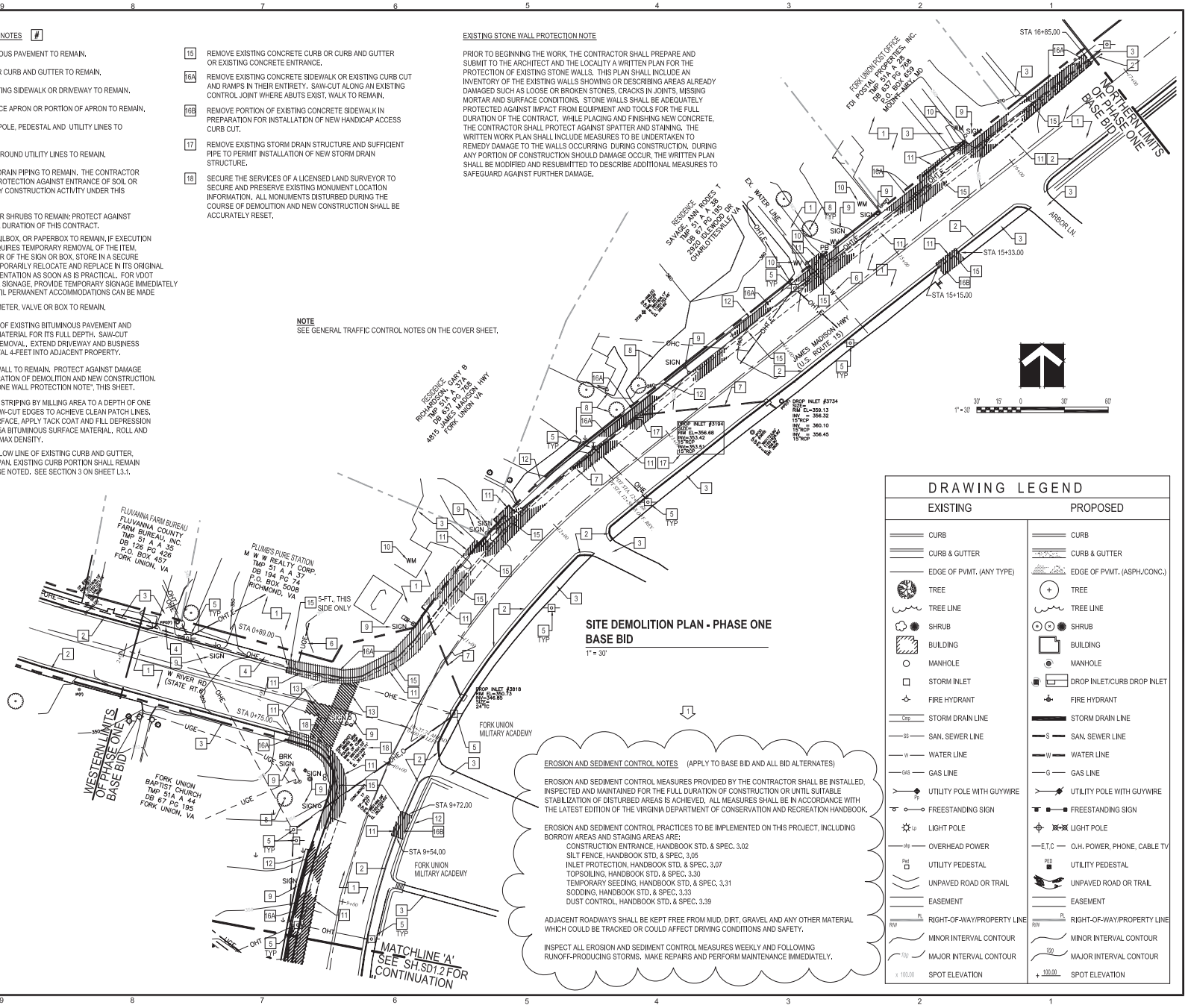
NOT USED 14. SAW-CUT ALONG FLOW LINE OF EXISTING CURB AND GUTTER, REMOVE GUTTER PAN. EXISTING CURB PORTION SHALL REMAIN UNLESS OTHERWISE NOTED. SEE SECTION 3 ON SHEET L3.1.

15. REMOVE EXISTING CONCRETE CURB OR CURB AND GUTTER OR EXISTING CONCRETE ENTRANCE.
16A. REMOVE EXISTING CONCRETE SIDEWALK OR EXISTING CURB CUT AND RAMPS IN THEIR ENTIRETY. SAW-CUT ALONG AN EXISTING CONTROL JOINT WHERE ABUTS EXIST. WALK TO REMAIN.
16B. REMOVE PORTION OF EXISTING CONCRETE SIDEWALK IN PREPARATION FOR INSTALLATION OF NEW HANDICAP ACCESS CURB CUT.
17. REMOVE EXISTING STORM DRAIN STRUCTURE AND SUFFICIENT PIPE TO PERMIT INSTALLATION OF NEW STORM DRAIN STRUCTURE.
18. SECURE THE SERVICES OF A LICENSED LAND SURVEYOR TO SECURE AND PRESERVE EXISTING MONUMENT LOCATION INFORMATION. ALL MONUMENTS DISTURBED DURING THE COURSE OF DEMOLITION AND NEW CONSTRUCTION SHALL BE ACCURATELY RESET.

EXISTING STONE WALL PROTECTION NOTE

PRIOR TO BEGINNING THE WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ARCHITECT AND THE LOCALITY A WRITTEN PLAN FOR THE PROTECTION OF EXISTING STONE WALLS. THIS PLAN SHALL INCLUDE AN INVENTORY OF THE EXISTING WALLS SHOWING OR DESCRIBING AREAS ALREADY DAMAGED SUCH AS LOOSE OR BROKEN STONES, CRACKS IN JOINTS, MISSING MORTAR AND SURFACE CONDITIONS. STONE WALLS SHALL BE ADEQUATELY PROTECTED AGAINST IMPACT FROM EQUIPMENT AND TOOLS FOR THE FULL DURATION OF THE CONTRACT. WHILE PLACING AND FINISHING NEW CONCRETE, THE CONTRACTOR SHALL PROTECT AGAINST SPATTER AND STAINING. THE WRITTEN WORK PLAN SHALL INCLUDE MEASURES TO BE UNDERTAKEN TO REMEDY DAMAGE TO THE WALLS OCCURRING DURING CONSTRUCTION. DURING ANY PORTION OF CONSTRUCTION SHOULD DAMAGE OCCUR, THE WRITTEN PLAN SHALL BE MODIFIED AND RESUBMITTED TO DESCRIBE ADDITIONAL MEASURES TO SAFEGUARD AGAINST FURTHER DAMAGE.

NOTE
SEE GENERAL TRAFFIC CONTROL NOTES ON THE COVER SHEET.



SITE DEMOLITION PLAN - PHASE ONE BASE BID

1" = 30'

EROSION AND SEDIMENT CONTROL NOTES (APPLY TO BASE BID AND ALL BID ALTERNATES)

EROSION AND SEDIMENT CONTROL MEASURES PROVIDED BY THE CONTRACTOR SHALL BE INSTALLED, INSPECTED AND MAINTAINED FOR THE FULL DURATION OF CONSTRUCTION OR UNTIL SUITABLE STABILIZATION OF DISTURBED AREAS IS ACHIEVED. ALL MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE VIRGINIA DEPARTMENT OF CONSERVATION AND RECREATION HANDBOOK.

EROSION AND SEDIMENT CONTROL PRACTICES TO BE IMPLEMENTED ON THIS PROJECT, INCLUDING BORROW AREAS AND STAGING AREAS ARE:

- CONSTRUCTION ENTRANCE, HANDBOOK STD. & SPEC. 3.02
- SILT FENCE, HANDBOOK STD. & SPEC. 3.05
- INLET PROTECTION, HANDBOOK STD. & SPEC. 3.07
- TOPSOILING, HANDBOOK STD. & SPEC. 3.30
- TEMPORARY SEEDING, HANDBOOK STD. & SPEC. 3.31
- SODDING, HANDBOOK STD. & SPEC. 3.33
- DUST CONTROL, HANDBOOK STD. & SPEC. 3.39

ADJACENT ROADWAYS SHALL BE KEPT FREE FROM MUD, DIRT, GRAVEL AND ANY OTHER MATERIAL WHICH COULD BE TRACKED OR COULD AFFECT DRIVING CONDITIONS AND SAFETY.

INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES WEEKLY AND FOLLOWING RUNOFF-PRODUCING STORMS. MAKE REPAIRS AND PERFORM MAINTENANCE IMMEDIATELY.

DRAWING LEGEND

EXISTING	PROPOSED
CURB	CURB
CURB & GUTTER	CURB & GUTTER
EDGE OF PVMT. (ANY TYPE)	EDGE OF PVMT. (ASPH./CONC.)
TREE	TREE
TREE LINE	TREE LINE
SHRUB	SHRUB
BUILDING	BUILDING
MANHOLE	MANHOLE
STORM INLET	DROP INLET/CURB DROP INLET
FIRE HYDRANT	FIRE HYDRANT
STORM DRAIN LINE	STORM DRAIN LINE
SAN. SEWER LINE	SAN. SEWER LINE
WATER LINE	WATER LINE
GAS LINE	GAS LINE
UTILITY POLE WITH GUYWIRE	UTILITY POLE WITH GUYWIRE
FREESTANDING SIGN	FREESTANDING SIGN
LIGHT POLE	LIGHT POLE
OVERHEAD POWER	O.H. POWER, PHONE, CABLE TV
UTILITY PEDESTAL	UTILITY PEDESTAL
UNPAVED ROAD OR TRAIL	UNPAVED ROAD OR TRAIL
EASEMENT	EASEMENT
RIGHT-OF-WAY/PROPERTY LINE	RIGHT-OF-WAY/PROPERTY LINE
MINOR INTERVAL CONTOUR	MINOR INTERVAL CONTOUR
MAJOR INTERVAL CONTOUR	MAJOR INTERVAL CONTOUR
SPOT ELEVATION	SPOT ELEVATION

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www.hillstudio.com

STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
REGISTERED LANDSCAPE ARCHITECT

Title:

SITE DEMOLITION PLAN PHASE ONE

Date: 04/30/2014
Revisions:
1 10/29/2014 - REVISED FOR REBIDDING

Drawn By: CRC
Review By: XXXX
Project No. 0771.01

Sheet No.

SD1.1

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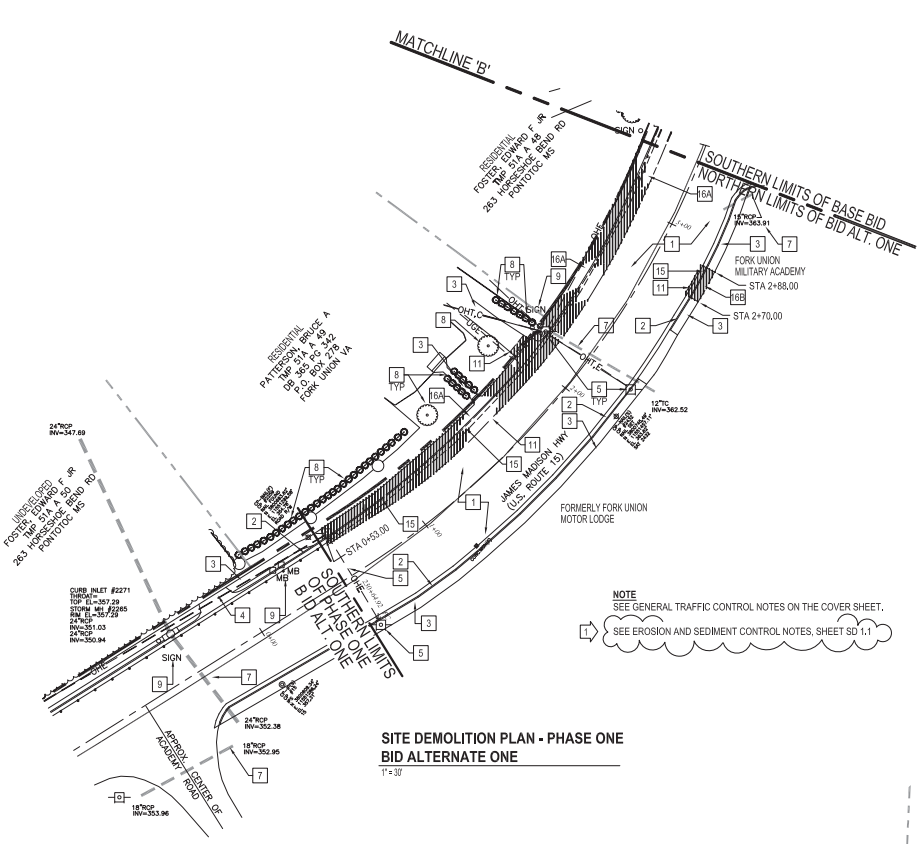
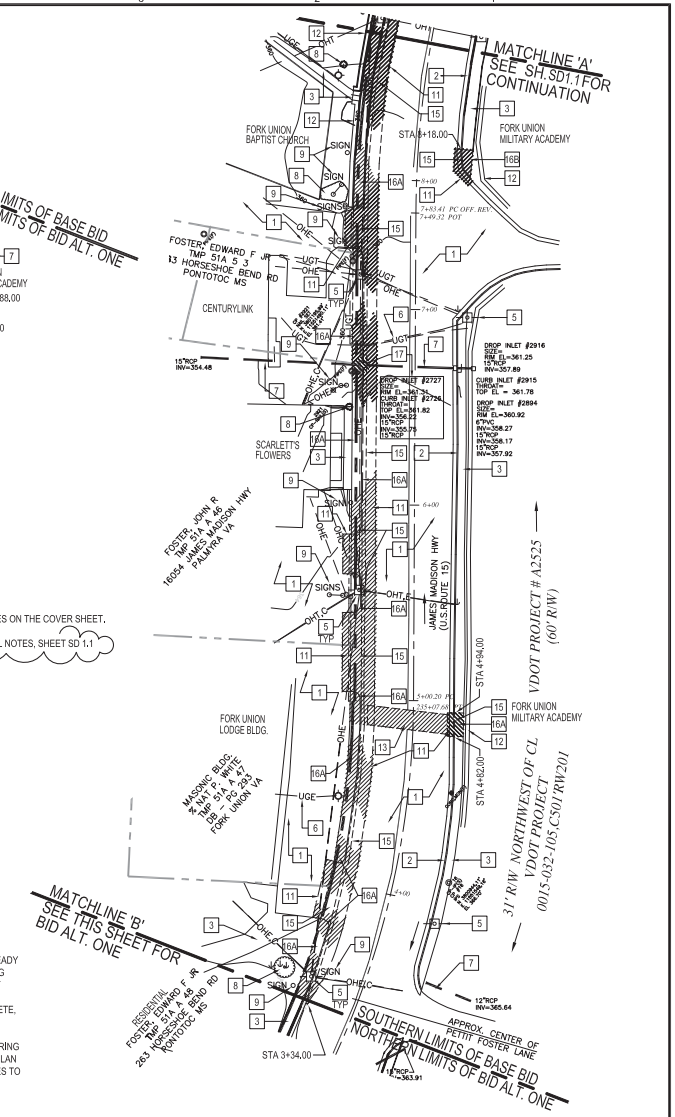


SITE DEMOLITION PLAN - PHASE ONE
BID ALTERNATE ONE

1" = 30'

NOTE
SEE GENERAL TRAFFIC CONTROL NOTES ON THE COVER SHEET.

1 SEE EROSION AND SEDIMENT CONTROL NOTES, SHEET SD 1.1



SITE DEMOLITION PLAN - PHASE ONE
BASE BID

1" = 30'

DEMOLITION PLAN NOTES # NOTE: SEE SHEET SD1.1 FOR DRAWING LEGEND.

1. EXISTING BITUMINOUS PAVEMENT TO REMAIN.
2. EXISTING CURB OR CURB AND GUTTER TO REMAIN.
3. PORTION OF EXISTING SIDEWALK OR DRIVEWAY TO REMAIN.
4. EXISTING ENTRANCE APRON OR PORTION OF APRON TO REMAIN.
5. EXISTING UTILITY POLE, PEDESTAL AND UTILITY LINES TO REMAIN.
6. EXISTING UNDERGROUND UTILITY LINES TO REMAIN.
7. EXISTING STORM DRAIN PIPING TO REMAIN. THE CONTRACTOR SHALL PROVIDE PROTECTION AGAINST ENTRANCE OF SOIL OR DEBRIS CAUSED BY CONSTRUCTION ACTIVITY UNDER THIS CONTRACT.
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10. EXISTING WATER METER, VALVE OR BOX TO REMAIN.
11. REMOVE PORTION OF EXISTING BITUMINOUS PAVEMENT AND GRANULAR BASE MATERIAL FOR ITS FULL DEPTH. SAW-CUT ALONG EDGE OF REMOVAL. EXTEND DRIVEWAY AND BUSINESS ENTRANCE REMOVAL 4-FEET INTO ADJACENT PROPERTY.
12. EXISTING STONE WALL TO REMAIN. PROTECT AGAINST DAMAGE FOR THE FULL DURATION OF DEMOLITION AND NEW CONSTRUCTION. SEE "EXISTING STONE WALL PROTECTION NOTE", THIS SHEET.
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14. NOT USED SAW-CUT ALONG FLOW LINE OF EXISTING CURB AND GUTTER. REMOVE GUTTER PAN. EXISTING CURB PORTION SHALL REMAIN UNLESS OTHERWISE NOTED. SEE SECTION 3 ON SHEET L3.1.
15. REMOVE EXISTING CONCRETE CURB OR CURB AND GUTTER OR EXISTING CONCRETE ENTRANCE.
16A. REMOVE EXISTING CONCRETE SIDEWALK OR EXISTING CURB CUT AND RAMPS IN THEIR ENTIRETY. SAW-CUT ALONG AN EXISTING CONTROL JOINT WHERE ABUTS EXIST. WALK TO REMAIN.
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1" = 30' 30' 15' 0 30' 60'

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STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
LICENSED LANDSCAPE ARCHITECT

Title:

SITE DEMOLITION PLAN PHASE ONE

Date: 04/30/2014

Revisions:

1 10/29/2014 - REVISED FOR REBIDDING.

Drawn By: CRC

Review By: XXXX

Project No. 0771.01

Sheet No.

SD1.2

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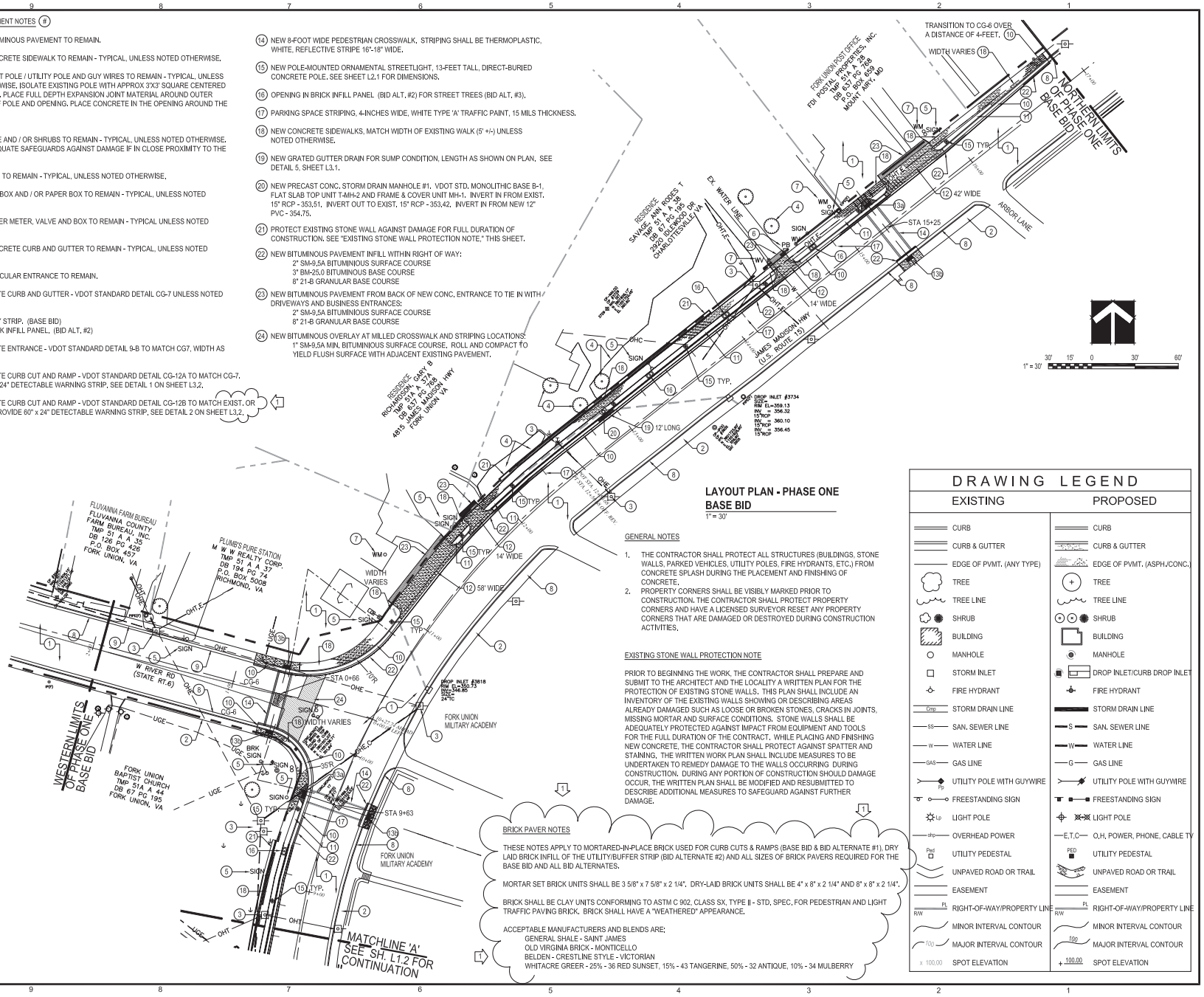
SITE IMPROVEMENT NOTES (#)

1. EXISTING BITUMINOUS PAVEMENT TO REMAIN.
2. EXISTING CONCRETE SIDEWALK TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.
3. EXISTING LIGHT POLE / UTILITY POLE AND GUY WIRES TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE, ISOLATE EXISTING POLE WITH APPROX 3'X3' SQUARE CENTERED AROUND POLE. PLACE FULL DEPTH EXPANSION JOINT MATERIAL AROUND OUTER PERIMETER OF POLE AND OPENING. PLACE CONCRETE IN THE OPENING AROUND THE UTILITY POLE.
4. EXISTING TREE AND / OR SHRUBS TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE. PROVIDE ADEQUATE SAFEGUARDS AGAINST DAMAGE IF IN CLOSE PROXIMITY TO THE WORK.
5. EXISTING SIGN TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.
6. EXISTING MAILBOX AND / OR PAPER BOX TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.
7. EXISTING WATER METER, VALVE AND BOX TO REMAIN - TYPICAL UNLESS NOTED OTHERWISE.
8. EXISTING CONCRETE CURB AND GUTTER TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.
9. EXISTING VEHICULAR ENTRANCE TO REMAIN.
10. NEW CONCRETE CURB AND GUTTER - VDOT STANDARD DETAIL CG-7 UNLESS NOTED OTHERWISE.
11. GRASS UTILITY STRIP. (BASE BID)
    DRY-LAID BRICK INFILL PANEL. (BID ALT. #2)
12. NEW CONCRETE ENTRANCE - VDOT STANDARD DETAIL 9-B TO MATCH CG7, WIDTH AS SHOWN.

3a. NEW CONCRETE CURB CUT AND RAMP - VDOT STANDARD DETAIL CG-12A TO MATCH CG-7. PROVIDE 60" x 24" DETECTABLE WARNING STRIP, SEE DETAIL 1 ON SHEET L3.2.

3b. NEW CONCRETE CURB CUT AND RAMP - VDOT STANDARD DETAIL CG-12B TO MATCH EXIST. OR NEW CURB, PROVIDE 60" x 24" DETECTABLE WARNING STRIP, SEE DETAIL 2 ON SHEET L3.2.

14. NEW 8-FOOT WIDE PEDESTRIAN CROSSWALK. STRIPING SHALL BE THERMOPLASTIC, WHITE, REFLECTIVE STRIPE 16"-18" WIDE.
15. NEW POLE-MOUNTED ORNAMENTAL STREETLIGHT, 13-FEET TALL, DIRECT-BURIED CONCRETE POLE. SEE SHEET L2.1 FOR DIMENSIONS.
16. OPENING IN BRICK INFILL PANEL (BID ALT. #2) FOR STREET TREES (BID ALT. #3).
17. PARKING SPACE STRIPING, 4-INCHES WIDE, WHITE TYPE 'A' TRAFFIC PAINT, 15 MILS THICKNESS.
18. NEW CONCRETE SIDEWALKS, MATCH WIDTH OF EXISTING WALK (5' +/-) UNLESS NOTED OTHERWISE.
19. NEW GRATED GUTTER DRAIN FOR SUMP CONDITION, LENGTH AS SHOWN ON PLAN. SEE DETAIL 5, SHEET L3.1.
20. NEW PRECAST CONC. STORM DRAIN MANHOLE #1, VDOT STD. MONOLITHIC BASE B-1, FLAT SLAB TOP UNIT T-MH-2 AND FRAME & COVER UNIT MH-1. INVERT IN FROM EXIST. 15" RCP - 353.51. INVERT OUT TO EXIST. 15" RCP - 353.42. INVERT IN FROM NEW 12" PVC - 354.75.
21. PROTECT EXISTING STONE WALL AGAINST DAMAGE FOR FULL DURATION OF CONSTRUCTION. SEE "EXISTING STONE WALL PROTECTION NOTE," THIS SHEET.
22. NEW BITUMINOUS PAVEMENT INFILL WITHIN RIGHT OF WAY:
    2" SM-9.5A BITUMINIOUS SURFACE COURSE
    3" BM-25.0 BITUMINOUS BASE COURSE
    8" 21-B GRANULAR BASE COURSE
23. NEW BITUMINOUS PAVEMENT FROM BACK OF NEW CONC. ENTRANCE TO TIE IN WITH DRIVEWAYS AND BUSINESS ENTRANCES:
    2" SM-9.5A BITUMINIOUS SURFACE COURSE
    8" 21-B GRANULAR BASE COURSE
24. NEW BITUMINOUS OVERLAY AT MILLED CROSSWALK AND STRIPING LOCATIONS:
    1" SM-9.5A MIN. BITUMINIOUS SURFACE COURSE. ROLL AND COMPACT TO YIELD FLUSH SURFACE WITH ADJACENT EXISTING PAVEMENT.



LAYOUT PLAN - PHASE ONE BASE BID

1" = 30'

GENERAL NOTES

1. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES (BUILDINGS, STONE WALLS, PARKED VEHICLES, UTILITY POLES, FIRE HYDRANTS, ETC.) FROM CONCRETE SPLASH DURING THE PLACEMENT AND FINISHING OF CONCRETE.
2. PROPERTY CORNERS SHALL BE VISIBLY MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT PROPERTY CORNERS AND HAVE A LICENSED SURVEYOR RESET ANY PROPERTY CORNERS THAT ARE DAMAGED OR DESTROYED DURING CONSTRUCTION ACTIVITIES.

EXISTING STONE WALL PROTECTION NOTE

PRIOR TO BEGINNING THE WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ARCHITECT AND THE LOCALITY A WRITTEN PLAN FOR THE PROTECTION OF EXISTING STONE WALLS. THIS PLAN SHALL INCLUDE AN INVENTORY OF THE EXISTING WALLS SHOWING OR DESCRIBING AREAS ALREADY DAMAGED SUCH AS LOOSE OR BROKEN STONES, CRACKS IN JOINTS, MISSING MORTAR AND SURFACE CONDITIONS. STONE WALLS SHALL BE ADEQUATELY PROTECTED AGAINST IMPACT FROM EQUIPMENT AND TOOLS FOR THE FULL DURATION OF THE CONTRACT. WHILE PLACING AND FINISHING NEW CONCRETE, THE CONTRACTOR SHALL PROTECT AGAINST SPATTER AND STAINING. THE WRITTEN WORK PLAN SHALL INCLUDE MEASURES TO BE UNDERTAKEN TO REMEDY DAMAGE TO THE WALLS OCCURRING DURING CONSTRUCTION. DURING ANY PORTION OF CONSTRUCTION SHOULD DAMAGE OCCUR, THE WRITTEN PLAN SHALL BE MODIFIED AND RESUBMITTED TO DESCRIBE ADDITIONAL MEASURES TO SAFEGUARD AGAINST FURTHER DAMAGE.

BRICK PAVER NOTES

THESE NOTES APPLY TO MORTARED-IN-PLACE BRICK USED FOR CURB CUTS & RAMPS (BASE BID & BID ALTERNATE #1). DRY LAID BRICK INFILL OF THE UTILITY/BUFFER STRIP (BID ALTERNATE #2) AND ALL SIZES OF BRICK PAVERS REQUIRED FOR THE BASE BID AND ALL BID ALTERNATES.

MORTAR SET BRICK UNITS SHALL BE 3 5/8" x 7 5/8" x 2 1/4". DRY-LAID BRICK UNITS SHALL BE 4" x 8" x 2 1/4" AND 8" x 8" x 2 1/4".

BRICK SHALL BE CLAY UNITS CONFORMING TO ASTM C 902, CLASS SX, TYPE II - STD. SPEC. FOR PEDESTRIAN AND LIGHT TRAFFIC PAVING BRICK. BRICK SHALL HAVE A "WEATHERED" APPEARANCE.

ACCEPTABLE MANUFACTURERS AND BLENDS ARE:
- GENERAL SHALE - SAINT JAMES
- OLD VIRGINIA BRICK - MONTICELLO
- BELDEN - CRESTLINE STYLE - VICTORIAN
- WHITACRE GREER - 25% - 36 RED SUNSET, 15% - 43 TANGERINE, 50% - 32 ANTIQUE, 10% - 34 MULBERRY

DRAWING LEGEND

EXISTING	PROPOSED
CURB	CURB
CURB & GUTTER	CURB & GUTTER
EDGE OF PVMT. (ANY TYPE)	EDGE OF PVMT. (ASPH./CONC.)
TREE	TREE
TREE LINE	TREE LINE
SHRUB	SHRUB
BUILDING	BUILDING
MANHOLE	MANHOLE
STORM INLET	DROP INLET/CURB DROP INLET
FIRE HYDRANT	FIRE HYDRANT
STORM DRAIN LINE	STORM DRAIN LINE
SAN. SEWER LINE	SAN. SEWER LINE
WATER LINE	WATER LINE
GAS LINE	GAS LINE
UTILITY POLE WITH GUYWIRE	UTILITY POLE WITH GUYWIRE
FREESTANDING SIGN	FREESTANDING SIGN
LIGHT POLE	LIGHT POLE
OVERHEAD POWER	O,H, POWER, PHONE, CABLE TV
UTILITY PEDESTAL	UTILITY PEDESTAL
UNPAVED ROAD OR TRAIL	UNPAVED ROAD OR TRAIL
EASEMENT	EASEMENT
RIGHT-OF-WAY/PROPERTY LINE	RIGHT-OF-WAY/PROPERTY LINE
MINOR INTERVAL CONTOUR	MINOR INTERVAL CONTOUR
MAJOR INTERVAL CONTOUR	MAJOR INTERVAL CONTOUR
SPOT ELEVATION	SPOT ELEVATION

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STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
REGISTERED LANDSCAPE ARCHITECT

Title:

LAYOUT PLAN PHASE ONE

Date: 04/30/2014

Revisions:

1 10/29/2014 - REVISED FOR RESIDENTS.

Drawn By: CRC

Review By: XXXX

Project No. 0771.01

Sheet No.

L 1.1

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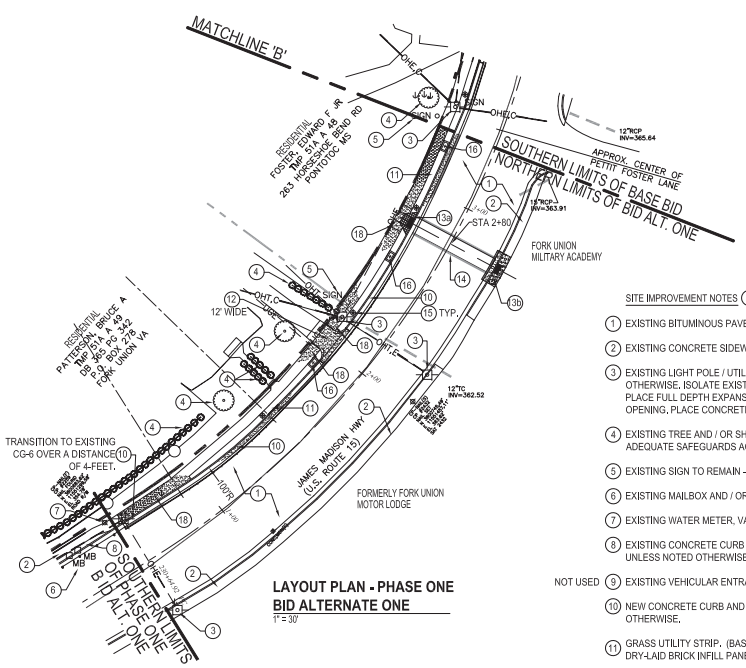

LAYOUT PLAN - PHASE ONE
BID ALTERNATE ONE
1" = 30'

SITE IMPROVEMENT NOTES (#) NOTE: SEE SHEET L1.1 FOR DRAWING LEGEND.

(1) EXISTING BITUMINOUS PAVEMENT TO REMAIN.

(2) EXISTING CONCRETE SIDEWALK TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.

(3) EXISTING LIGHT POLE / UTILITY POLE AND GUY WIRES TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE. ISOLATE EXISTING POLE WITH APPROX 3'X3' SQUARE CENTERED AROUND POLE. PLACE FULL DEPTH EXPANSION JOINT MATERIAL AROUND OUTER PERIMETER OF POLE AND OPENING. PLACE CONCRETE IN THE OPENING AROUND THE UTILITY POLE.

(4) EXISTING TREE AND / OR SHRUBS TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE. PROVIDE ADEQUATE SAFEGUARDS AGAINST DAMAGE IF IN CLOSE PROXIMITY TO THE WORK.

(5) EXISTING SIGN TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.

(6) EXISTING MAILBOX AND / OR PAPER BOX TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.

(7) EXISTING WATER METER, VALVE AND BOX TO REMAIN - TYPICAL UNLESS NOTED OTHERWISE.

(8) EXISTING CONCRETE CURB AND GUTTER AND GRASS UTILITY STRIP TO REMAIN - TYPICAL, UNLESS NOTED OTHERWISE.

NOT USED (9) EXISTING VEHICULAR ENTRANCE TO REMAIN.

(10) NEW CONCRETE CURB AND GUTTER - VDOT STANDARD DETAIL CG-7 UNLESS NOTED OTHERWISE.

(11) GRASS UTILITY STRIP. (BASE BID & BID ALT. #1)
DRY-LAID BRICK INFILL PANEL. (BID ALT. #2)

(12) NEW CONCRETE ENTRANCE - VDOT STANDARD DETAIL 9-B TO MATCH CG7, WIDTH AS SHOWN.

(13a) NEW CONCRETE CURB CUT AND RAMP - VDOT STANDARD DETAIL CG-12A TO MATCH CG7. PROVIDE 60" x 24" DETECTABLE WARNING STRIP. SEE DETAIL 1 ON SHEET L3.2.

1 (13b) NEW CONCRETE CURB CUT AND RAMP - VDOT STANDARD DETAIL CG-12B TO MATCH NEW OR EXIST. CURB. PROVIDE 60" x 24" DETECTABLE WARNING STRIP. SEE DETAIL 2 ON SHEET L3.2. 1

(13c) NEW CONCRETE CURB CUT AND RAMP - VDOT STANDARD DETAIL 12B PARALLEL APPLICATION. PROVIDE 60" x 24" DETECTABLE WARNING STRIP. SEE DETAIL 3 ON SHEET L3.2.

(14) NEW 8-FOOT WIDE PEDESTRIAN CROSSWALK. STRIPING SHALL BE THERMOPLASTIC, WHITE, REFLECTIVE STRIPE, 16" TO 18" WIDE.

(15) NEW POLE-MOUNTED ORNAMENTAL STREETLIGHT, 13-FEET TALL, DIRECT-BURIED CONCRETE POLE. SEE SHEET L2.2 FOR DIMENSIONS.

(16) OPENING IN BRICK INFILL PANEL (BID ALT. #2) FOR STREET TREES (BID ALT. #3).

(17) PARKING SPACE STRIPING, 4-INCHES WIDE, WHITE TYPE 'A' TRAFFIC PAINT, 15 MILS THICKNESS.

(18) NEW CONCRETE SIDEWALK, MATCH WIDTH OF EXISTING WALK (5'+/-) UNLESS NOTED OTHERWISE.

(19a) NEW GRATED GUTTER DRAIN FOR SLOPE CONDITIONS, LENGTH AS SHOWN ON PLAN. SEE DETAIL 6 ON SHEET L3.1.

1 (19b) NEW 12" PVC, SCHEDULE 40, 12' @ 8.25% 1

(20) NEW PRECAST CONC. STORM DRAIN MANHOLE #2. VDOT STD. MONOLITHIC BASE B-1. FLAT SLAB TOP UNIT T-MH-2 AND FRAME & COVER UNIT MH-1. 15" INV, OUT - 355.75, 15" INV, IN FROM EXIST. INLETS ON EAST SIDE OF RT. 15 - 356.22. 12" INV. IN FROM NEW STRUCTURE 356.47.

(21) PROTECT EXISTING STONE WALL AGAINST DAMAGE FOR FULL DURATION OF CONSTRUCTION. SEE "EXISTING STONE WALL PROTECTION NOTE." THIS SHEET.

(22) NEW BITUMINOUS PAVEMENT INFILL WITHIN RIGHT OF WAY:
2" SM-9.5A BITUMINOUS SURFACE COURSE
3" BM-25.0 BITUMINOUS BASE COURSE
8" 21-B GRANULAR BASE COURSE

(23) NEW BITUMINOUS PAVEMENT FROM BACK OF NEW CONC. ENTRANCE TO TIE IN WITH DRIVEWAYS AND BUSINESS ENTRANCES:
2" SM-9.5A BITUMINOUS SURFACE COURSE
8" 21-B GRANULAR BASE COURSE

(24) NEW BITUMINOUS OVERLAY AT MILLED CROSSWALKS AND STRIPED LOCATIONS:
1" SM-9.5A MIN. BITUMINOUS SURFACE COURSE. ROLL AND COMPACT TO YIELD FLUSH SURFACE WITH ADJACENT EXISTING PAVEMENT.

GENERAL NOTES

1. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES (BUILDINGS, STONE WALLS, PARKED VEHICLES, UTILITY POLES, FIRE HYDRANTS, ETC.) FROM CONCRETE SPLASH DURING THE PLACEMENT AND FINISHING OF CONCRETE.
2. PROPERTY CORNERS SHALL BE VISIBLY MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT PROPERTY CORNERS AND HAVE A LICENSED SURVEYOR RESET ANY PROPERTY CORNERS THAT ARE DAMAGED OR DESTROYED DURING CONSTRUCTION ACTIVITIES.

EXISTING STONE WALL PROTECTION NOTE

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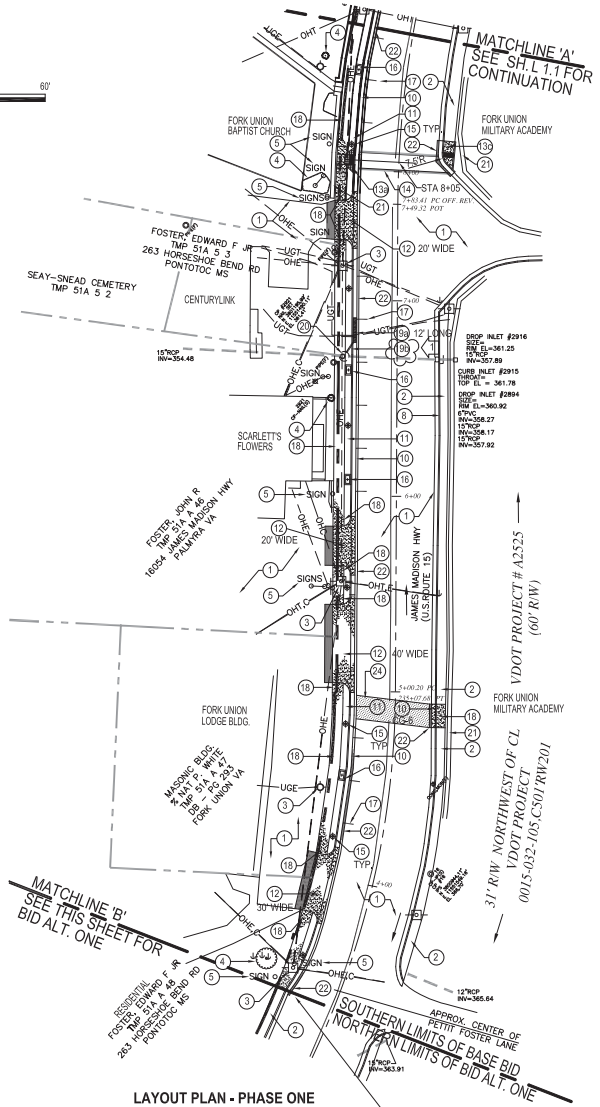

LAYOUT PLAN - PHASE ONE
BASE BID
1" = 30'

BASE BID NOTE
TERMINATE THE BASE BID CONSTRUCTION BY TYING THE NEW CONCRETE CURB AND GUTTER BACK INTO THE EXISTING CURB AND GUTTER AT A POINT APPROX. 10 FT. SOUTH OF THE EXISTING UTILITY POLE. IF BID ALT. ONE IS INCLUDED IN THE CONTRACT, DISREGARD THE BASE BID TIE-IN AND RUN THE NEW CURB AND GUTTER UNBROKEN PAST THIS POINT.

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STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
REGISTERED LANDSCAPE ARCHITECT

Title:

LAYOUT PLAN
PHASE ONE

Date: 04/30/2014
Revisions:
1 10/29/2014 REVISED FOR RESEIGNED

Drawn By: CRC
Review By: XXXX
Project No. 0771.01

Sheet No.

L 1.2

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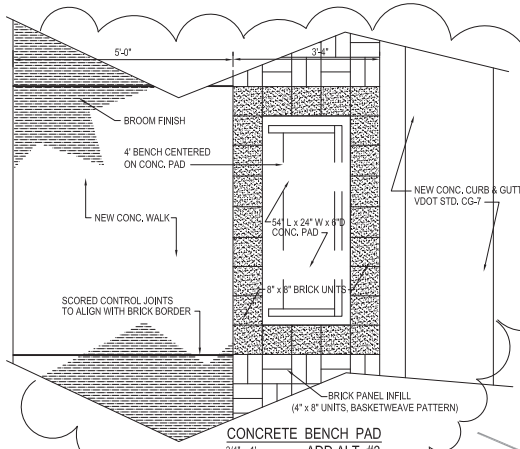
PLANTING SCHEDULE

NOTE: ALL ORNAMENTAL PLANTINGS ARE PART OF BID ALTERNATE #3

I.D.	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	REMARKS
PxY	11	PRUNUS x YEDOENSIS "AKEBONO"	"AKEBONO" YOSHINO CHERRY	2" TO 2 1/2"	BALLED & BURLAPPED	BRANCHING HT. 5' TO 6' ABOVE GRADE

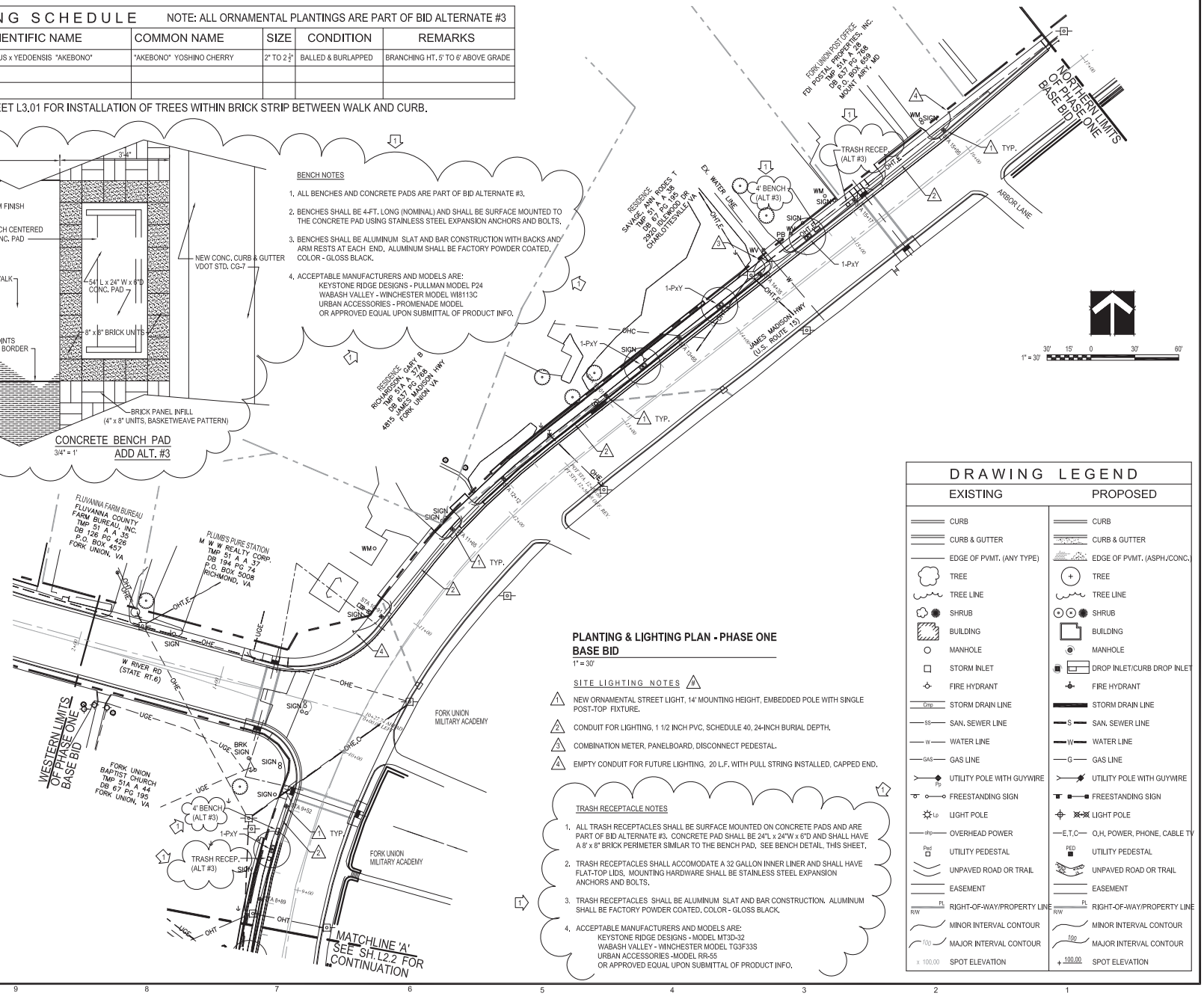
SEE DETAIL 2, SHEET L3.01 FOR INSTALLATION OF TREES WITHIN BRICK STRIP BETWEEN WALK AND CURB.



CONCRETE BENCH PAD
3/4" = 1'
ADD ALT. #3

BENCH NOTES

1. ALL BENCHES AND CONCRETE PADS ARE PART OF BID ALTERNATE #3.
2. BENCHES SHALL BE 4-FT. LONG (NOMINAL) AND SHALL BE SURFACE MOUNTED TO THE CONCRETE PAD USING STAINLESS STEEL EXPANSION ANCHORS AND BOLTS.
3. BENCHES SHALL BE ALUMINUM SLAT AND BAR CONSTRUCTION WITH BACKS AND ARM RESTS AT EACH END. ALUMINUM SHALL BE FACTORY POWDER COATED. COLOR - GLOSS BLACK.
4. ACCEPTABLE MANUFACTURERS AND MODELS ARE:
   KEYSTONE RIDGE DESIGNS - PULLMAN MODEL P24
   WABASH VALLEY - WINCHESTER MODEL WI8113C
   URBAN ACCESSORIES - PROMENADE MODEL
   OR APPROVED EQUAL UPON SUBMITTAL OF PRODUCT INFO.



PLANTING & LIGHTING PLAN - PHASE ONE BASE BID

1" = 30'

SITE LIGHTING NOTES #

1. NEW ORNAMENTAL STREET LIGHT, 14' MOUNTING HEIGHT, EMBEDDED POLE WITH SINGLE POST-TOP FIXTURE.
2. CONDUIT FOR LIGHTING, 1 1/2 INCH PVC, SCHEDULE 40, 24-INCH BURIAL DEPTH.
3. COMBINATION METER, PANELBOARD, DISCONNECT PEDESTAL.
4. EMPTY CONDUIT FOR FUTURE LIGHTING, 20 L.F. WITH PULL STRING INSTALLED, CAPPED END.

TRASH RECEPTACLE NOTES

1. ALL TRASH RECEPTACLES SHALL BE SURFACE MOUNTED ON CONCRETE PADS AND ARE PART OF BID ALTERNATE #3. CONCRETE PAD SHALL BE 24"L x 24"W x 6"D AND SHALL HAVE A 8' x 8" BRICK PERIMETER SIMILAR TO THE BENCH PAD. SEE BENCH DETAIL, THIS SHEET.
2. TRASH RECEPTACLES SHALL ACCOMODATE A 32 GALLON INNER LINER AND SHALL HAVE FLAT-TOP LIDS. MOUNTING HARDWARE SHALL BE STAINLESS STEEL EXPANSION ANCHORS AND BOLTS.
3. TRASH RECEPTACLES SHALL BE ALUMINUM SLAT AND BAR CONSTRUCTION. ALUMINUM SHALL BE FACTORY POWDER COATED. COLOR - GLOSS BLACK.
4. ACCEPTABLE MANUFACTURERS AND MODELS ARE:
   KEYSTONE RIDGE DESIGNS - MODEL MT3D-32
   WABASH VALLEY - WINCHESTER MODEL TG3F33S
   URBAN ACCESSORIES -MODEL RR-55
   OR APPROVED EQUAL UPON SUBMITTAL OF PRODUCT INFO.

DRAWING LEGEND

EXISTING	PROPOSED
CURB	CURB
CURB & GUTTER	CURB & GUTTER
EDGE OF PVMT. (ANY TYPE)	EDGE OF PVMT. (ASPH./CONC.)
TREE	TREE
TREE LINE	TREE LINE
SHRUB	SHRUB
BUILDING	BUILDING
MANHOLE	MANHOLE
STORM INLET	DROP INLET/CURB DROP INLET
FIRE HYDRANT	FIRE HYDRANT
STORM DRAIN LINE	STORM DRAIN LINE
SAN. SEWER LINE	SAN. SEWER LINE
WATER LINE	WATER LINE
GAS LINE	GAS LINE
UTILITY POLE WITH GUYWIRE	UTILITY POLE WITH GUYWIRE
FREESTANDING SIGN	FREESTANDING SIGN
LIGHT POLE	LIGHT POLE
OVERHEAD POWER	O,H, POWER, PHONE, CABLE TV
UTILITY PEDESTAL	UTILITY PEDESTAL
UNPAVED ROAD OR TRAIL	UNPAVED ROAD OR TRAIL
EASEMENT	EASEMENT
RIGHT-OF-WAY/PROPERTY LINE	RIGHT-OF-WAY/PROPERTY LINE
MINOR INTERVAL CONTOUR	MINOR INTERVAL CONTOUR
MAJOR INTERVAL CONTOUR	MAJOR INTERVAL CONTOUR
SPOT ELEVATION	SPOT ELEVATION

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April 30, 2014
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PLANTING & LIGHTING PLAN PHASE ONE

Date: 04/30/2014
Revisions:
1 10/29/2014 • REVISED FOR REBIDDING

Drawn By: C RC
Review By: XXXX
Project No. 0771.01

Sheet No.

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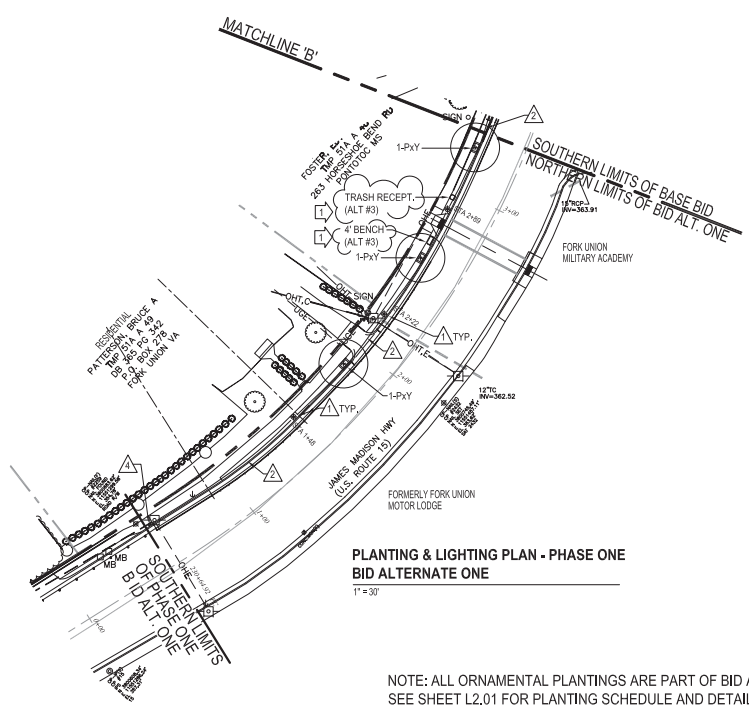
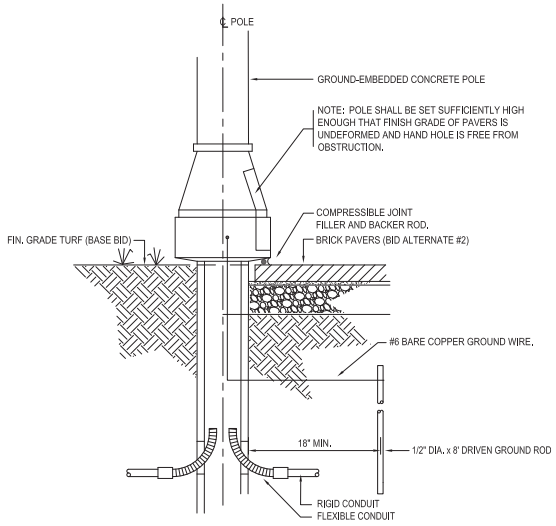


PLANTING & LIGHTING PLAN - PHASE ONE
BID ALTERNATE ONE

1" = 30'

NOTE: ALL ORNAMENTAL PLANTINGS ARE PART OF BID ALTERNATE #3. SEE SHEET L2.01 FOR PLANTING SCHEDULE AND DETAIL 2, SHEET L3.1 FOR TREE INSTALLATION.

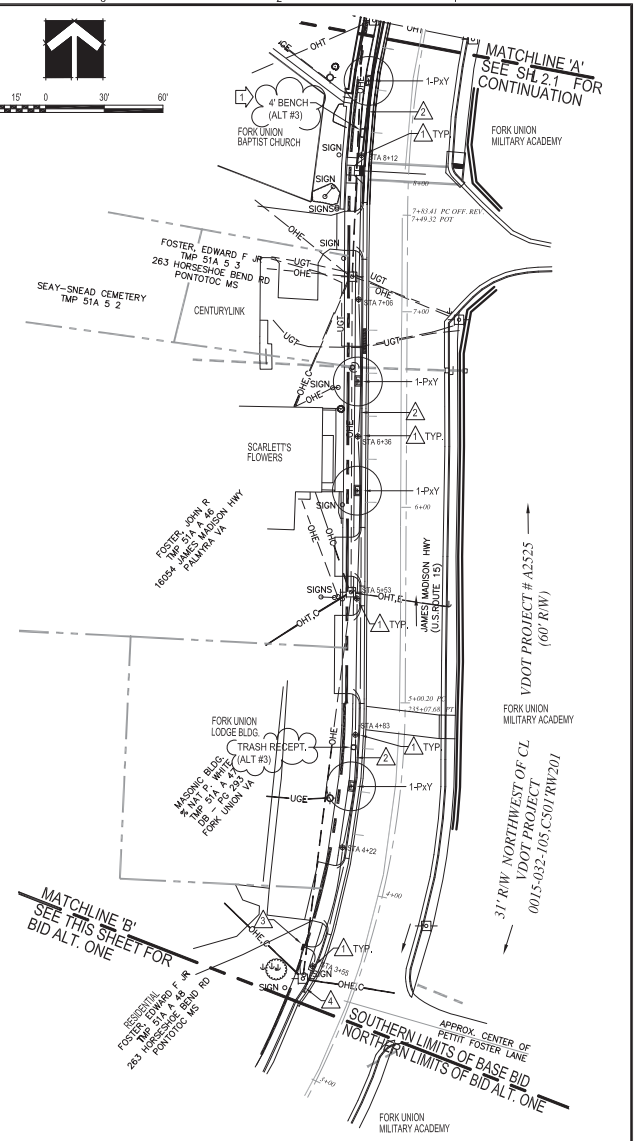


EMBEDDED POLE - SECTION

1 1/2" = 1'

SITE LIGHTING NOTES #

1. NEW ORNAMENTAL STREET LIGHT, 14' MOUNTING HEIGHT, EMBEDDED POLE WITH SINGLE, POST-TOP FIXTURE.
2. CONDUIT FOR LIGHTING, 1 1/2 INCH PVC, SCHEDULE 40, 24-INCH BURIAL DEPTH.
3. COMBINATION METER, PANELBOARD, DISCONNECT PEDESTAL.
4. EMPTY CONDUIT FOR FUTURE LIGHTING, 100 L.F. WITH PULL-STRING INSTALLED. CAPPED END.



PLANTING & LIGHTING PLAN - PHASE ONE
BASE BID

1" = 30'

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L 2.2

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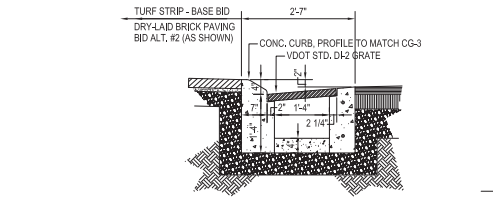
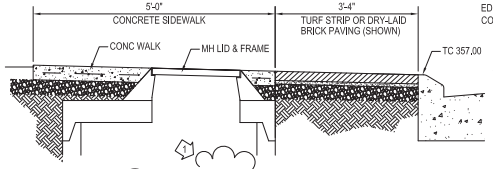
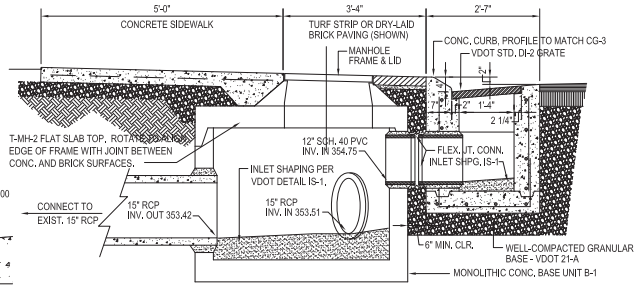


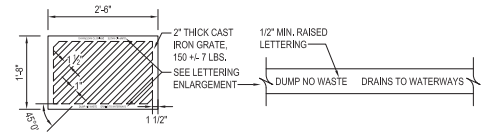
9 GUTTER DRAIN PAN & GRATE - SECTION
3/4" = 1'



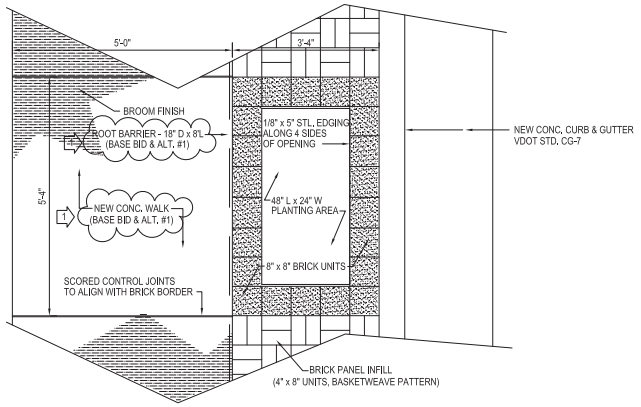
8 MANHOLE #2 IN CONC WALK - SECTION
3/4" = 1'



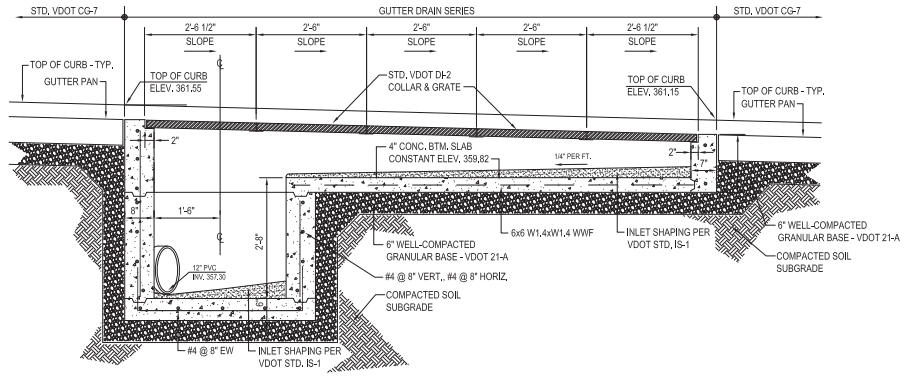
7 MANHOLE #1 - IN TURF OR BRICK STRIP - SECTION
3/4" = 1'



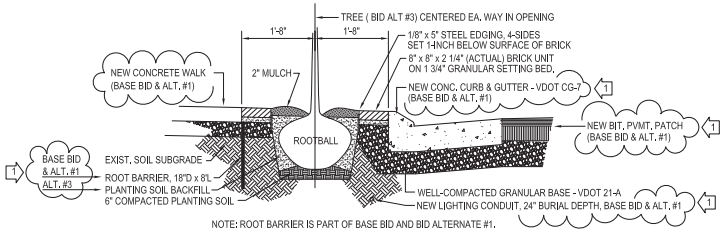
4 VDOT STD. DI-2 GRATE
3/4" = 1'



3 PLANTING PIT - TYP. PLAN
3/4" = 1' ADD ALTERNATE #2

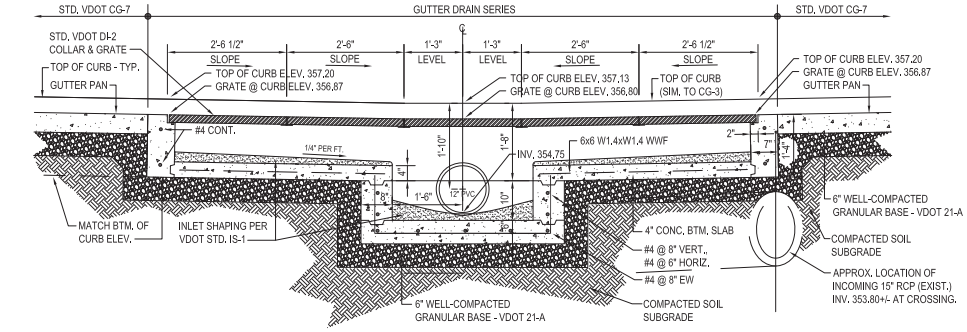


6 SLOPE CONDITION @ MANHOLE #2 - LONGITUDINAL SECTION
3/4" = 1'

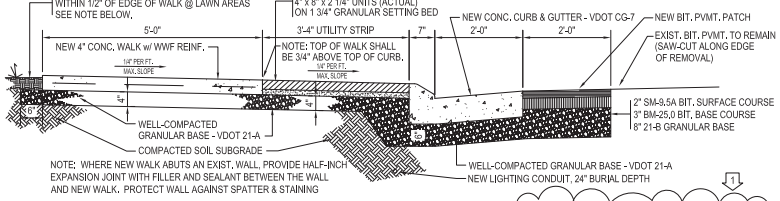


NOTE: ROOT BARRIER IS PART OF BASE BID AND BID ALTERNATE #1. PLANT PIT EXCAVATION, PLANTING SOIL AND MULCH ARE PART OF BID ALTERNATE #3.

2 PLANTING PITS - TYP. SECTION
3/4" = 1' BID ALTERNATE #2



5 SUMP CONDITION @ MANHOLE #1 - LONGITUDINAL SECTION
3/4" = 1'



NOTE: WHERE NEW WALK ABUTS AN EXIST. WALL, PROVIDE HALF-INCH EXPANSION JOINT WITH FILLER AND SEALANT BETWEEN THE WALL AND NEW WALK. PROTECT WALL AGAINST SPATTER & STAINING

1 BRICK PANEL INFILL AT SIDEWALK - SECTION
3/4" = 1' BID ALTERNATE #2

NOTE: BASE BID AND BID ALT. #1 SIMILAR; SOD RATHER THAN BRICK INFILL OF UTILITY STRIP.

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Roanoke, VA 24011
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STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
Landscape Architect

Title:

DETAILS

Date: 04/30/2014
Revisions:
1 10/29/2014 - REVISED FOR REBIDDING

Drawn By: C RC
Review By: XXXX
Project No. 0771.01

Sheet No.

L 3.1

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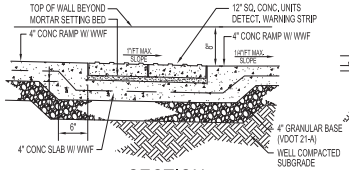
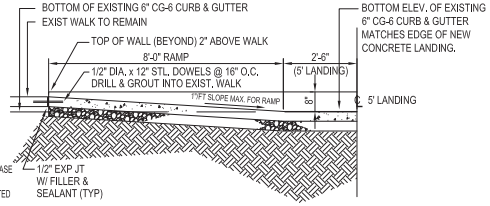
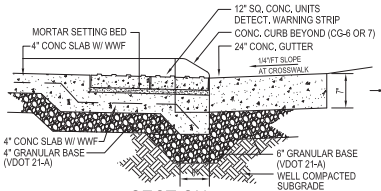


13 SECTION
1" = 1'

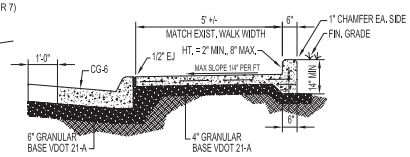


8 SECTION
1/2" = 1'

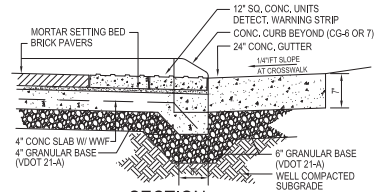
NOTE: SECTION IS SYMMETRICAL ABOUT CENTERLINE OF 5' LANDING.



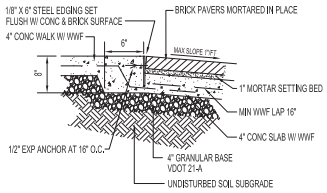
12 SECTION
1" = 1'



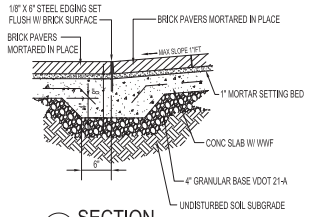
7 SECTION
1/2" = 1'



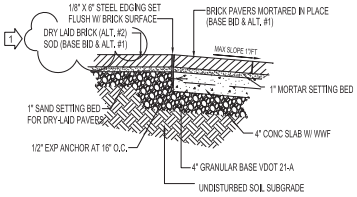
11 SECTION
1" = 1'



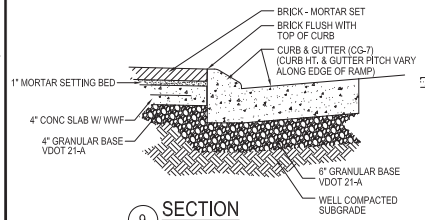
6 SECTION
1" = 1'



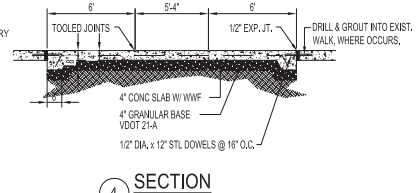
10 SECTION
1" = 1'



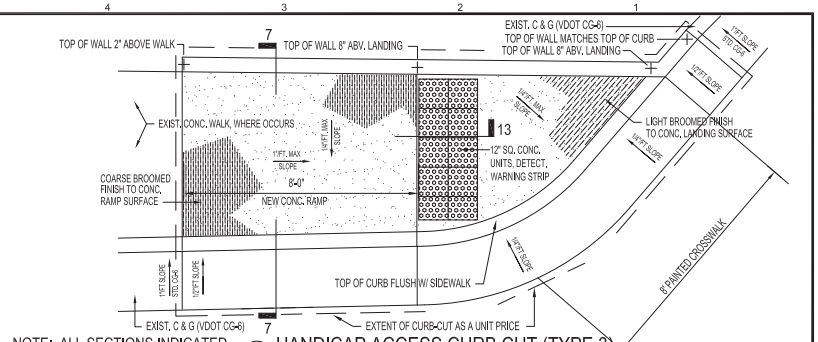
5 SECTION
1" = 1'



9 SECTION
1" = 1'

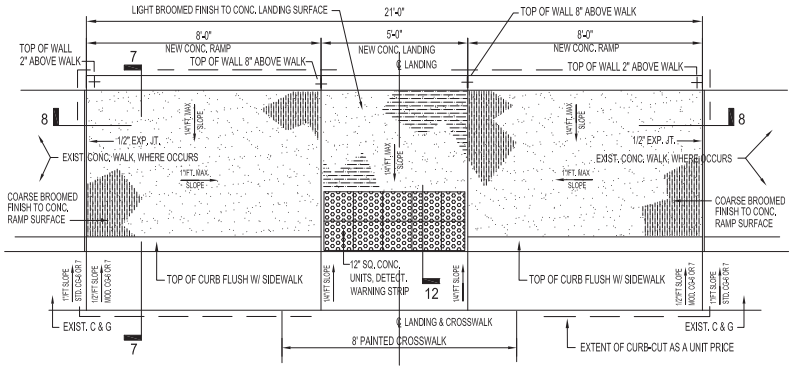


4 SECTION
1/2" = 1'



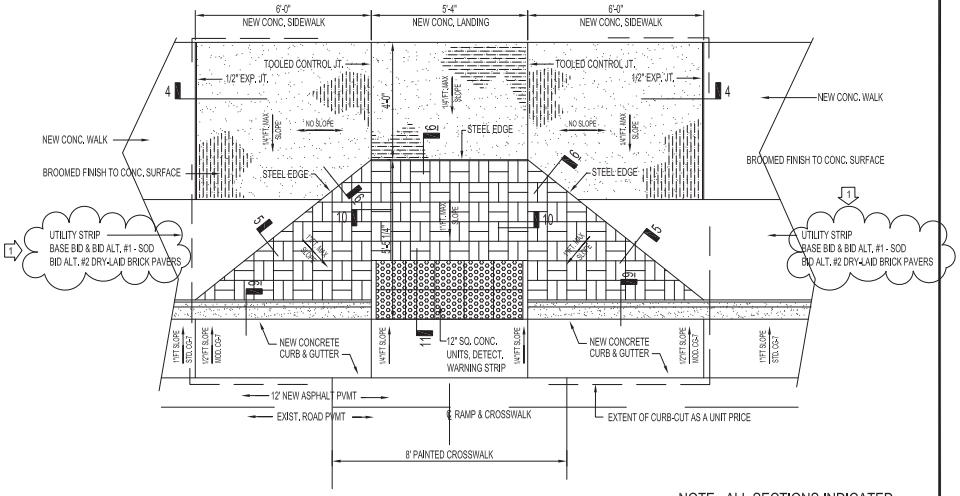
NOTE: ALL SECTIONS INDICATED ARE SHOWN ON THIS SHEET.

3 HANDICAP ACCESS CURB CUT (TYPE 3)
1/2" = 1'



NOTE: ALL SECTIONS INDICATED ARE SHOWN ON THIS SHEET.

2 HANDICAP ACCESS CURB CUT (TYPE 2)
1/2" = 1'



1 HANDICAP ACCESS CURB-CUT (TYPE 1)
1/2" = 1'

NOTE: ALL SECTIONS INDICATED ARE SHOWN ON THIS SHEET.

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STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
LICENSED LANDSCAPE ARCHITECT

Title:

DETAILS

Date: 04/30/2014
Revisions:
1 10/29/2014 • REVISED FOR REBIDDING

Drawn By: CRC
Review By: XXXX
Project No. 0771.01

Sheet No.

L 3.2

December 1, 2014

IFB #2015-01

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

ADDENDUM #1

The following questions and suggestions have been taken into consideration. Please see below for the questions which are followed by the corresponding answer.

1. Clarification regarding the "Scope of Work" at the pre-bid conference. VDOT representatives stated that:
    a. **Contractor responsible for maintaining traffic along streets affected by the Work; methods and practices to comply with *2011 Work Area Protection Manual.***

2. Page five (5) of the bid document indicates that Form C-7 and C-43 are required. The bid document does not contain either of these forms.
    a. Page 5 of the Project Manual lists VDOT Forms C-7 and C-43 as being incorporated in the returned Proposal. Neither form is included in the Manual nor do they need to be incorporated. Page 6 takes the place of Form C-7.

3. When are all questions associated with the project due to the County?
    a. **All questions which affect bidding and pricing must be submitted to Joe Rodish of Fluvanna County before 5:00 p.m. on December 15, 2014. No Addenda may be issued less than 10 business days prior to bid opening without extending the bid date accordingly. As with all inquiries, Mr. Rodish will pass the question on to the team member best able to respond. Likewise, Mr. Rodish will receive the answer and pass the information on to all bidders in the form of either a clarification or addendum. Bidders must note receipt of all Addenda on their Bid Form (page 6 of the Project Manual).**

4. Who is responsible for testing and inspection services?
    a. **Fluvanna County will enlist the services of a testing agency to insure quality is maintained on the project. Subgrade compaction, granular materials, concrete and asphalt and their placement are some of the materials to be monitored. Materials which fail to meet minimum standards will be removed from the project site at the Contractor's expense, replaced and re-tested also at the Contractor's expense.**

5. Where can the Contractor dispose of demolished concrete and asphalt pavement?
    a. The Contractor is therefore on his own to locate a disposal area and to comply with all local, State and Federal laws regarding water quality, erosion control measures, etc. Another option for debris disposal is to utilize the services of van der Linde Recycling, 877-981-0891. This company is located in Troy, Virginia near Zion

Crossroads along Rt. 15. Hill Studio spoke with sales manager, Andrea Johnson, 434-981-1749 and learned they can provide 10 and 20 cubic yard containers for job site placement or they can receive the Contractor's vehicles at their business location. Van der Linde will take asphalt pavement and steel reinforced concrete. Their rate and rental information can be made available by phoning Ms. Johnson.

i. **Van der Linde crushes the material they take in and offer aggregate sizes #3, #57 and 21-A. Their material *has not been* approved for use by VDOT within rights-of-way.**

6. Is Form C-111 required at the time of bid submittal?
   a. **VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR SECTION 107.15 states:**
      i. **Contract Goal, Good Faith Efforts Specified: All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required 5% DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.**

Form C-111 may be submitted electronically or may be faxed to the Locality, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

Instructions for submitting Form C-111 can be obtained from the VDOT website at:
http://www.virginiadot.org/business/resources/const/Exp_DBE_Commitments.pdf

7. Has a staging area for the project been designated?
    a. **No. The County is in the process of doing so and will have something in place prior to December 15, 2014. An addendum will be issued to all Bidders specifying the location.**

All addendums must be acknowledged as being received by signing below. All signed addendums relating to any solicitation shall be returned along with the original bid/proposal submissions. Failure to do so may result in the bid/proposal being rejected.

If Bidder or Offeror is an Entity:

_____
Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

If Bidder or Offeror is an Individual (sole proprietor):

_____ (SEAL)
Signature

Print Name: _____

Date: _____

RETURN THIS PAGE WITH SEALED PROPOSAL

December 23, 2014

IFB #2015-01

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

ADDENDUM #2

The following questions and suggestions have been taken into consideration. Please see below for the questions which are followed by the corresponding answer.

1. **Changes to the Project Manual**
   a. Delete current Base Bid unit price sheet and replace with the attached 0771Base100%BidFormFinal.pdf. **(Note highlighted change to Item 33.)**

2. **Changes to the Drawings**
   a. Add Supplemental Drawings SUP 1 and SUP 2 to the original drawing set. **(Note the additional information provided.)**

3. **Commentary**
   a. Numerous questions have been received which do not necessitate changes to the Manual or Drawings and should not affect the bid price. These questions are addressed in the Commentary for the benefit of all Bidders.

All addendums must be acknowledged as being received by signing below. All signed addendums relating to any solicitation shall be returned along with the original bid/proposal submissions. Failure to do so may result in the bid/proposal being rejected.

If Bidder or Offeror is an Entity:

_____
Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

If Bidder or Offeror is an Individual (sole proprietor):

_____ (SEAL)
Signature

Print Name: _____

Date: _____

RETURN THIS PAGE WITH SEALED PROPOSAL

DOWNTOWN STREETSCAPE ENHANCEMENTS **Base Bid**

Fork Union, Virginia

State Project # EN05-032-121, C501 UPC #78231 Hill Studio Comm. No. 0771

Federal Project # TEA-032-7(041)

October 29, 2014

ITEM #	SPEC	BASE BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1	105	Gen. conditions, field engineering Base Bid items only	1	lump sum		
		MOBILIZATION				
2	513	Mobilization of equip. & crews	1	lump sum		
		TRAFFIC CONTROL				
3		Traffic Mgmt. Plan Prep.,permits, flagmen, warning devices	1	lump sum		
		DEMOLITION				
4	508	Remove exist. concrete sidewalk & stone base	640	sq. yd.		
5	508	Remove exist. concrete curb & gutter	1,100	lin. ft.		
6	508	Saw-cut bituminous pvmt. & conc. sidewalk	1,805	lin.ft.		
7	508	Remove exist. bitum. pvmt. & stone base, full depth	758	sq. yd.		
8	413	Remove exist. storm sewer structure, avg. 4-ft. depth	2	ea		
9	413	Sign, bollard, etc. removal	8	ea.		
10	413	Remove exist. 15-inch RCP	32	lin.ft.		
11		Erosion & sediment controls - in place, maintenance	1	lump sum		
12	508	Remove exist. conc. vehicle entrances	223	sq. yd.		
13	106	Hauling & disposal, including dump charges	427	cu. yd.		
14	508	Saw-cut & mill exist. painted striping & crosswalks	1,210	sq.ft.		
		EARTHWORK				
15	301	Remove 12"-16" strip of turf & rootmat along walk, 3" deep	405	lin.ft.		
16	303	Import topsoil for utility strip & disturbed lawn	65	cu. yd.		
17	602	Backfill, spread & compact topsoil in utility strip & lawn	65	cu.yd.		
		PAVING				
18	504	New concrete sidewalk incl. stone base & reinf.	665	sq.yd.		
19	502	New concrete curb, CG-3 at trench drains	26	lin. ft.		
20	502	New concrete curb & gutter, CG-7	945	lin. ft.		
21	502	New concrete curb & gutter, CG-6	12	lin.ft.		
22	504	New brick curb cut & ramp, Type 1 in CG-7	3	ea.		
23	504	New curb cut & ramp, Type 2 in CG-7	2	ea.		
24	504	New curb cut & ramp, Type 2 in CG-6	2	ea.		
25	504	New curb cut & ramp, Type 3 in CG-6	1	ea.		
26	502	New concrete entrances, CG-9D.	332	sq.yd.		
27	315	Bit. asphalt pavement w/in R.O.W. - heavy duty	161	sq.yd.		
28	315	Bit. asphalt patch in driveways & entrances - heavy duty	26	sq.yd.		
29	504	Replace signs removed during construction	8	ea.		
30	504	Detectable warning strips @ ramps, 10 sq. ft. ea. location	8	ea. loc.		
31	704	Crosswalk border, 8' crossing, 2-12" thermoplastic lines	320	lin.ft.		
32	704	Parking space striping	165	lin.ft.		
33	315	Bit. asphalt overlay for milled areas, roll & compact	1,210	sq.ft.		
		STORM DRAINAGE				
34	302	Storm sewer MH, frame & cover, 3.83'	1	ea.		
35	302	Storm sewer MH, frame & cover, 3.67'	1	ea.		
36	302	Concrete trench with VDOT std. DI-2 grates	24	lin. ft.		
37	302	15-inch pipe in place	12	lin. ft.		
		SODDING, MISC.				
38	603	Fertilizer (3,300 sq.ft @ 20 lbs. / 1000 sq. ft.)	66	lb.		
39	603	Sod for utility strip & disturbed lawn	3,300	sq.ft.		
40		Tree Root Barrier for future tree planting	8	plant pit		
		LIGHTING IMPROVEMENTS				
41	603	Ornamental street lights, posts & fixtures	17	ea.		
42	705	Combination meter, panel & disconnect ped, installed	2	ea.		
43		Conduit and wire for lighting, all connections made	1,150	lin.ft.		

TOTAL BASE BID AMOUNT

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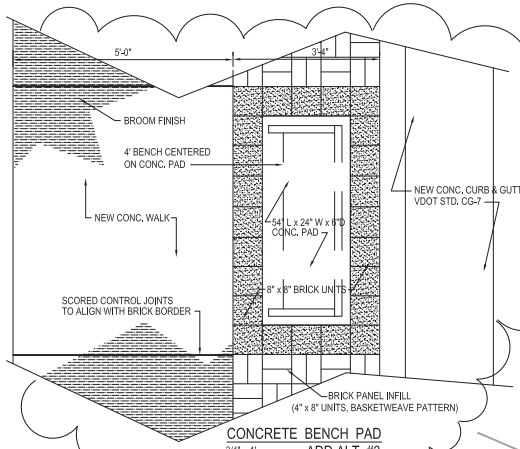
PLANTING SCHEDULE

NOTE: ALL ORNAMENTAL PLANTINGS ARE PART OF BID ALTERNATE #3

I.D.	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	REMARKS
PxY	11	PRUNUS x YEDOENSIS "AKEBONO"	"AKEBONO" YOSHINO CHERRY	2" TO 2 ½"	BALLED & BURLAPPED	BRANCHING HT. 5' TO 6' ABOVE GRADE

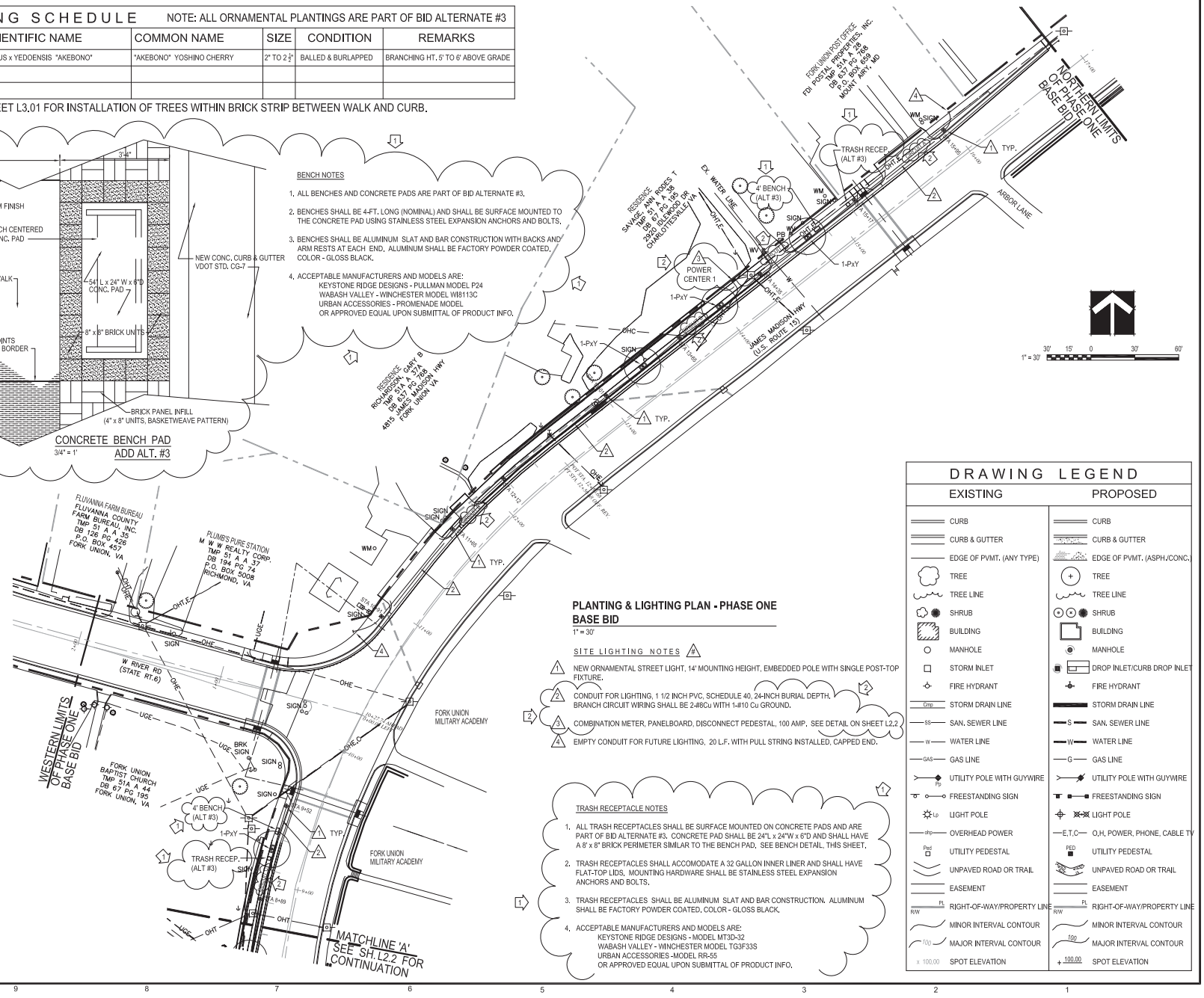
SEE DETAIL 2, SHEET L3.01 FOR INSTALLATION OF TREES WITHIN BRICK STRIP BETWEEN WALK AND CURB.



CONCRETE BENCH PAD
3/4" = 1'
ADD ALT. #3

BENCH NOTES

1. ALL BENCHES AND CONCRETE PADS ARE PART OF BID ALTERNATE #3.
2. BENCHES SHALL BE 4-FT. LONG (NOMINAL) AND SHALL BE SURFACE MOUNTED TO THE CONCRETE PAD USING STAINLESS STEEL EXPANSION ANCHORS AND BOLTS.
3. BENCHES SHALL BE ALUMINUM SLAT AND BAR CONSTRUCTION WITH BACKS AND ARM RESTS AT EACH END. ALUMINUM SHALL BE FACTORY POWDER COATED. COLOR - GLOSS BLACK.
4. ACCEPTABLE MANUFACTURERS AND MODELS ARE:
   KEYSTONE RIDGE DESIGNS - PULLMAN MODEL P24
   WABASH VALLEY - WINCHESTER MODEL WI8113C
   URBAN ACCESSORIES - PROMENADE MODEL
   OR APPROVED EQUAL UPON SUBMITTAL OF PRODUCT INFO.



PLANTING & LIGHTING PLAN - PHASE ONE BASE BID

1" = 30'

SITE LIGHTING NOTES

1. NEW ORNAMENTAL STREET LIGHT, 14' MOUNTING HEIGHT, EMBEDDED POLE WITH SINGLE POST-TOP FIXTURE.
2. CONDUIT FOR LIGHTING, 1 1/2 INCH PVC, SCHEDULE 40, 24-INCH BURIAL DEPTH. BRANCH CIRCUIT WIRING SHALL BE 2-#8Cu WITH 1-#10 Cu GROUND.
3. COMBINATION METER, PANELBOARD, DISCONNECT PEDESTAL, 100 AMP. SEE DETAIL ON SHEET L2.2
4. EMPTY CONDUIT FOR FUTURE LIGHTING, 20 L.F. WITH PULL STRING INSTALLED, CAPPED END.

TRASH RECEPTACLE NOTES

1. ALL TRASH RECEPTACLES SHALL BE SURFACE MOUNTED ON CONCRETE PADS AND ARE PART OF BID ALTERNATE #3. CONCRETE PAD SHALL BE 24"L x 24"W x 6"D AND SHALL HAVE A 8' x 8" BRICK PERIMETER SIMILAR TO THE BENCH PAD. SEE BENCH DETAIL, THIS SHEET.
2. TRASH RECEPTACLES SHALL ACCOMODATE A 32 GALLON INNER LINER AND SHALL HAVE FLAT-TOP LIDS. MOUNTING HARDWARE SHALL BE STAINLESS STEEL EXPANSION ANCHORS AND BOLTS.
3. TRASH RECEPTACLES SHALL BE ALUMINUM SLAT AND BAR CONSTRUCTION. ALUMINUM SHALL BE FACTORY POWDER COATED. COLOR - GLOSS BLACK.
4. ACCEPTABLE MANUFACTURERS AND MODELS ARE:
   KEYSTONE RIDGE DESIGNS - MODEL MT3D-32
   WABASH VALLEY - WINCHESTER MODEL TG3F33S
   URBAN ACCESSORIES -MODEL RR-55
   OR APPROVED EQUAL UPON SUBMITTAL OF PRODUCT INFO.

DRAWING LEGEND

EXISTING	PROPOSED
CURB	CURB
CURB & GUTTER	CURB & GUTTER
EDGE OF PVMT. (ANY TYPE)	EDGE OF PVMT. (ASPH./CONC.)
TREE	TREE
TREE LINE	TREE LINE
SHRUB	SHRUB
BUILDING	BUILDING
MANHOLE	MANHOLE
STORM INLET	DROP INLET/CURB DROP INLET
FIRE HYDRANT	FIRE HYDRANT
Cmp STORM DRAIN LINE	STORM DRAIN LINE
SS SAN. SEWER LINE	S SAN. SEWER LINE
W WATER LINE	W WATER LINE
GAS GAS LINE	G GAS LINE
Pp UTILITY POLE WITH GUYWIRE	UTILITY POLE WITH GUYWIRE
FREESTANDING SIGN	FREESTANDING SIGN
Lp LIGHT POLE	LIGHT POLE
ohp OVERHEAD POWER	E,T,C O,H, POWER, PHONE, CABLE TV
Ped UTILITY PEDESTAL	PED UTILITY PEDESTAL
UNPAVED ROAD OR TRAIL	UNPAVED ROAD OR TRAIL
EASEMENT	EASEMENT
PL R/W RIGHT-OF-WAY/PROPERTY LINE	PL R/W RIGHT-OF-WAY/PROPERTY LINE
MINOR INTERVAL CONTOUR	MINOR INTERVAL CONTOUR
700 MAJOR INTERVAL CONTOUR	100 MAJOR INTERVAL CONTOUR
x 100.00 SPOT ELEVATION	+ 100.00 SPOT ELEVATION

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Roanoke, VA 24011
tel: 540-342-5263 fax: 540-345-5625
www.hillstudio.com

STREETSCAPE IMPROVEMENTS FOR

FORK UNION, VIRGINIA

VDOT CONTRACT EN05-032-121-PE-101, C-501

UPC# 78231

Seal

COMMONWEALTH OF VIRGINIA
DAVID P. HILL
April 30, 2014
No. 259
REGISTERED LANDSCAPE ARCHITECT

Title:

PLANTING & LIGHTING PLAN PHASE ONE

Date: 04/30/2014
Revisions:
1 10/28/2014 - REVISED FOR REDESIGN
2 12/22/2014 - ADDENDUM 2

Drawn By: C RC
Review By: XXXX
Project No. 0771.01

Sheet No.

SUP - 1

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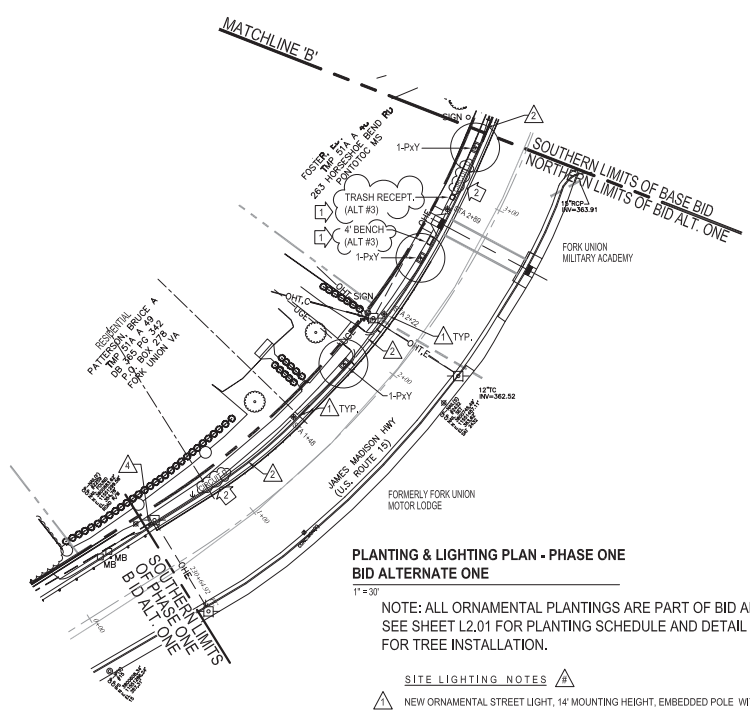


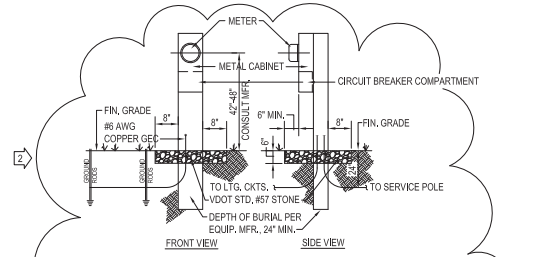
PLANTING & LIGHTING PLAN - PHASE ONE
BID ALTERNATE ONE

1" = 30'

NOTE: ALL ORNAMENTAL PLANTINGS ARE PART OF BID ALTERNATE #3. SEE SHEET L2.01 FOR PLANTING SCHEDULE AND DETAIL 2, SHEET L3.1 FOR TREE INSTALLATION.

SITE LIGHTING NOTES #

1. NEW ORNAMENTAL STREET LIGHT, 14' MOUNTING HEIGHT, EMBEDDED POLE WITH SINGLE, POST-TOP FIXTURE.
2. CONDUIT FOR LIGHTING, 1 1/2 INCH PVC, SCHEDULE 40, 24-INCH BURIAL DEPTH, BRANCH CIRCUIT WIRING SHALL BE 2-#8 Cu WITH 1-#10 Cu GROUND.
3. COMBINATION METER, PANELBOARD, DISCONNECT PEDESTAL, 100 AMP. SEE DETAIL, THIS SHEET.
4. EMPTY CONDUIT FOR FUTURE LIGHTING, 100 L.F. WITH PULL-STRING INSTALLED. CAPPED END.

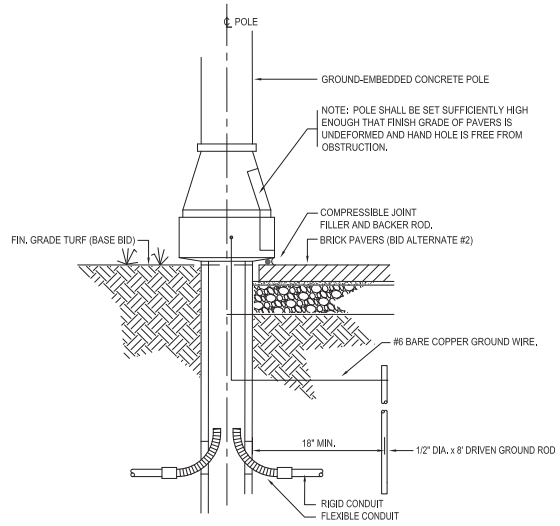


COMBINATION SERVICE METER PEDESTAL FOR SITE LIGHTING

3/4" = 1' AT EACH POWER CENTER

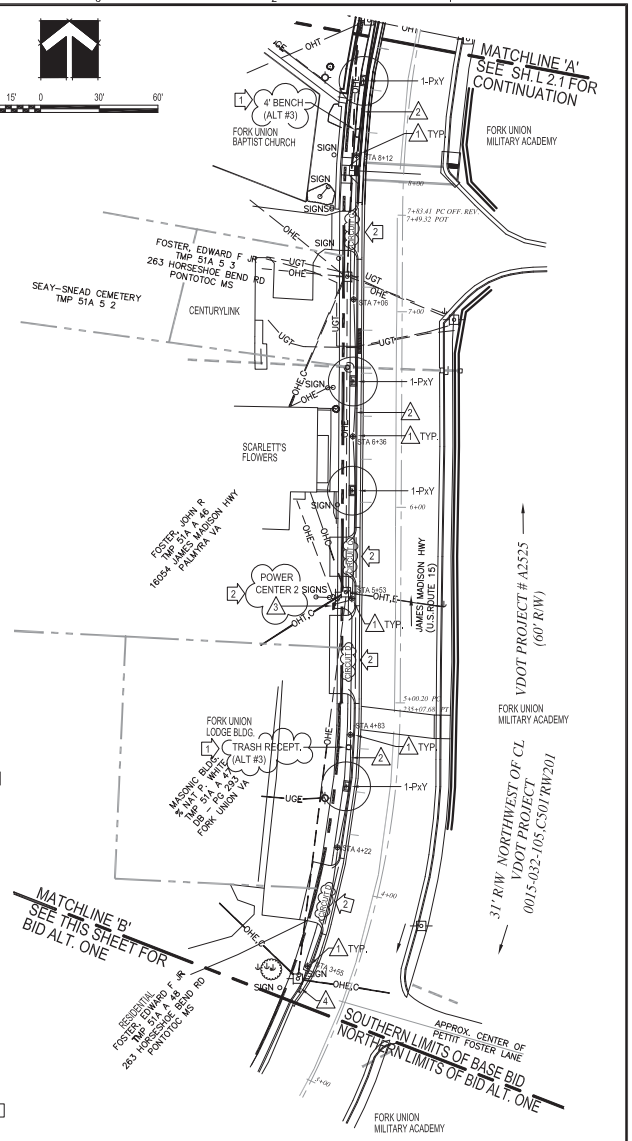
COMBINATION SERVICE METER PEDESTAL NOTES:

1. PROVIDE COMBINATION SERVICE METER PEDESTAL AT EACH POWER CENTER (UTILITY POLE) WHERE CONNECTION TO EXISTING OVERHEAD POWER LINE WILL OCCUR. LOCATE CABINETS BETWEEN 4 AND 6 FEET FROM THE UTILITY POLE PROVIDING POWER TO THE SYSTEM. POSITION CABINETS ON LEVEL GROUND AND WELL OUT OF VEHICULAR TRAVEL PATHS.
2. AT POLE, EXTEND CONDUIT THREE FEET ABOVE GRADE AND SECURE TO POLE USING U-SHAPED, GALVANIZED METAL BRACKETS. PULL WIRE THROUGH CONDUIT AND LEAVE AMPLE AMOUNT OF COILED WIRE TO ALLOW ELECTRIC UTILITY COMPANY FORCES TO MAKE CONNECTION TO EXISTING OVERHEAD POWER SUPPLY. PROVIDE WATERPROOF CLOSURE FOR THE END OF THE POLE-MOUNTED CONDUIT.
3. PROVIDE 2-POLE, 20 AMP BREAKER FOR EACH NEW CIRCUIT.



EMBEDDED POLE - SECTION

1 1/2" = 1'



PLANTING & LIGHTING PLAN - PHASE ONE
BASE BID

1" = 30'

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STREETSCAPE IMPROVEMENTS FOR

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DAVID P. HILL
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Title:

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Date: 04/30/2014

Revisions:

1 10/29/2014 - REVISED FOR REBIDDING
2 12/22/2014 - ADDENDUM 2

Drawn By: CRC
Review By: XXXX
Project No. 0771.01

Sheet No.

SUP - 2

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Questions from Bidders – Commentary

Fork Union Streetscape Enhancement Project – Phase 1
Fluvanna County, Virginia
UPC #78231

Hill Studio Project # 0771.01

December 22, 2014

The following statements are offered by Hill Studio as clarifications to questions from bidders on the Fork Union Streetscape Enhancement Project. As clarifications, these statements do not alter in any way the intent of the drawings or specifications nor should they affect pricing by the bidders. The following should not be interpreted as changes to the Documents.

Questions received December 11, 2014

Item 1 - Detail 6, Sheet L3.2, gap between brick pavers and conc. walk?
Brick units on ramps and flares are to be mortar set. All vertical joints will be mortar filled as well including the apparent gap shown in the detail. This gap occurs when the concrete walk which is at a relatively flat slope, abuts the brick ramp which is sloped 1”/ft.

Item 2 – Details 1, 5, 6 and 10, Sheet L3.2, purpose of steel edging?
Edging will provide a clean crisp line between concrete and brick. Hill Studio has experienced installations where unevenless and raggedness of the concrete edge has produced tripping hazards and overall poor appearance of the finished work.

Item 3 - Details 2 and 3, Sheet L3.2 – coarse and light boom finishing?
Coarse broom finishing is to be applied to concrete ramp surfaces along the east side of Rt. 15.
Light broom finishing is to be applied to all non-ramping surfaces such as landings and sidewalks in general.

Item 4 – Sheet L1.1, use of alternate pavers?
Manufacturers other than those listed may be considered. Units must conform to the material description and dimensions shown within reasonable tolerances (+/-1/8”). Color and blend variations must be submitted for review prior to acceptance.

Item 5 – Details 11, 12 and 13, Sheet L3.2, warning strip placement?
12-inch square concrete detectable warning strip units may be set using either the mortar set method as detailed or, as an alternative, the wet set method where the unit is placed while the concrete base is still wet. With either method, the depth of the recess shall be such that no raised or uneven edge results between concrete, brick or warning unit.

With wet setting, the vertical joints of the warning units may be filled or left open provided no gaps in excess of 1/8” occur.

Questions received December 12, 2014

Item 1 – Brick Paver Notes, Sheet L1.1 – various sizes?

The notes requiring size variations are correct as written.

The larger units are for the dry-laid application (Bid Alt. 2) where there is no measurable vertical joint between units (greater stability) and a very slight amount of unevenness due to settlement or frost action can be tolerated over time. The unit size and bond pattern was selected to eliminate the need for saw-cutting.

The smaller units are intended for handicapped ramps and flares (Base & Bid Alt. 1) along the west side of Rt. 15 which are set on a concrete base and mortared in-place with vertical joints mortared as well. No surface unevenness can be tolerated in this application.

The above statements represent Hill Studio’s response to all VDOT review comments received on the 50% review submittal of May 16, 2014.

Submitted by:
HILL STUDIO, P.C.

Charlie Craig

December 30, 2014

IFB #2015-01

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

ADDENDUM #3

The following questions and suggestions have been taken into consideration. Please see below for the questions which are followed by the corresponding answer.

1. On the new addendum that was sent out you added 2 number 8 wires and a number 10 for the ground. Each pole has a receptacle on it so you would have to pull another number 8 wire for the neutral if the lights are 240 volt. Please let me know if a new addendum is coming out and I'm thinking the opening date would need to be pushed back.

    a. The reference to the external GFI duplex outlet at each pole was left in the spec by accident. The poles are not to be equipped with outlets. Please re-price the poles accordingly.

    b. Replace "Site Lighting" section in project manual with the attached pages.

2. The new due date for all sealed bids to be turned in will be January 14, 2015. The time as to when bids are to be received will stay the same.

All addendums must be acknowledged as being received by signing below. All signed addendums relating to any solicitation shall be returned along with the original bid/proposal submissions. Failure to do so may result in the bid/proposal being rejected.

If Bidder or Offeror is an Entity:

_____
Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

If Bidder or Offeror is an Individual (sole proprietor):

_____ (SEAL)
Signature

Print Name: _____

Date: _____

RETURN THIS PAGE WITH SEALED PROPOSAL

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR

SITE LIGHTING

(Revised as shown for Addendum #3)

I. DESCRIPTION

The work shall consist of furnishing and installing a fully operational, code compliant street lighting system utilizing the light and control center locations shown on the Drawings. Final connection to the existing overhead power distribution system will be made by the local utility provider, Dominion Virginia Power Company.

II. PRODUCTS AND MATERIALS

A. REFERENCES

1. 2007 Virginia Department of Transportation (VDOT) Road and Bridge Specifications, Section 238 – Electrical and Signal Components
2. ANSI C78.379 – Electric Lamps – Incandescent and High-Intensity Discharge Reflector Lamps – Classification of Beam Patterns
3. ANSI C82.4 – Ballasts for High-Intensity Discharge and Low Pressure Sodium Lamps
4. NEMA TC2 – Electrical Plastic Tubing and Conduit
5. NEMA 250 – Enclosures for Electrical Equipment
6. ANSI/NFPA 70 – National Electric Code

B. GUARANTEE AND WARRANTIES

1. All materials and workmanship shall be guaranteed to be free from defects for a period of one (1) year. The Contractor shall correct without additional cost to the Owner any defects occurring during this time. Any manufacturer's warranty extending beyond one year shall be passed on to the Owner.
2. Execute and assemble transferable warranty documents from subcontractors, suppliers and manufacturers. Bind documents and submit to Owner prior to application for final payment.
3. Date at which guarantees and warranties take effect shall be the date on which the entire system has been tested, adjusted and found to be fully functioning or the date of substantial completion of the entire project, whichever occurs later.

C. SUBMITTALS

1. Submit meter pedestal panel board schedules showing all lighting **(Delete: and power circuits)** and level of over-current protection for lighting **(Delete: and GFI utility outlets located)** at each new pole.
2. Submit component manufacturer's cut sheets and technical information. Provide dimensions, ratings and performance data. Furnish listing or classification by Underwriters Laboratories, Inc. showing suitability for the purposes specified and indicated for this Project.
3. Submit manufacturer's installation instructions. Indicate any application conditions or limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation and initial start-up of product.
4. Evidence of "Approved Equal" products
    a. Manufacturers and models listed in the Products portion of this specification have been determined to be acceptable for this Project, however, the Contractor is not bound to provide the named components if equally acceptable components can be furnished.
    b. Prior to submitting a bid proposal, any component which the Bidder wishes to be evaluated and considered as "an approved equal" shall be formally submitted to the Architect and the Owner. Such submittals shall clearly delineate conformance with the criteria shown for the specific component in the Products portion of this specification.
    c. If a decision cannot be reached by the Architect and the Owner prior to the time for submittal of the bids, the Bidder shall submit a bid using the "pre-approved" products listed in this specification and as a separate item, may include a proposed substitution of components.
    d. The proposed substitutions shall provide adequate product information to allow the Architect and the Owner to make an informed decision. Any price variations brought about by the substitution shall be fully revealed in this submittal.

D. DELIVERY, STORAGE AND HANDLING

1. Accept products on site and inspect for damage. Protect finished surfaces against damage by handling carefully and storing in a location which will not require relocation prior to installation.
2. Protect conduit against entrance of dirt and debris and shield plastic conduit from direct sunlight by providing suitable covering.
3. Handle large components only by lifting hooks or lugs. Provide padding as required to prevent surface damage or damage to internal components.

E. PRODUCTS

1. Luminaires:
Four-sided, lantern style body, post top mount, cast aluminum with cap finial, full cut-off, glass or clear acrylic refractors, prismatic lens, die-cast ballast housing with integral photocell, multi-volt ballast, hinged access to ballast, hinged top cover with latch for lamp access, slip-fit attachment to pole tenon. Provide fusing for each pole light and feed-thru capability. Paint shall be factory-applied polyester powder, color: gloss or matte black.

   Holophane, Utility Series, Minuteman Model
   Hadco, Independence Series, Model V15
   Pemco, Heritage eries and Model
   King, K601 Empress Model

2. Lamps:
150 watt, High Pressure Sodium (HPS), mogul base, lamps operate at 55 volts. Luminaires will operate at 240 volts a.c. Provide individual fuses for each luminaire.

3. Poles:
Spun-cast concrete, direct-burial (embedded), 14-foot mounting height, tapered, smooth round shaft and base. **(Delete: external GFI assembly for 20-amp duplex outlet with in-use cover, height above grade shall be 12-feet.)** Aggregate shall be exposed along the full surface of the pole and shall be the same color as the cement (no contrasting blends of aggregate), color: black. Poles shall be manufactured with an above-grade hand hole and cover with tamperproof hardware. Poles shall also be manufactured with openings in the below-grade stem to receive incoming and outgoing conduit. No drilling or other modifications of the pole in the field will be permitted. Poles shall receive a factory-applied, clear protective finish which results in the pole having a gloss appearance and makes the pole resistant to graffiti and air-borne contaminants

   Ameron International, S-Series (SER 4.3), color: 6P3 with
   AmerShield, or approved equal pole with protectant.

4. Conduit and Fittings:
PVC, schedule 40, size as shown on the Drawings. All bends shall be long sweep bends. Use flexible conduit at pole locations as shown on the drawings.

5. Meter / Panel Board/ Disconnect Combination Meter Pedestal:
NEMA 3R, circuit breaker type, lighting 20,000 AIC rated branch circuit panel board. Breakers shall be molded case breakers, bolt-on type thermal magnetic strip with common trip handle for all poles. **(Delete: Class A**

ground fault interrupter circuit breakers for all receptacle circuits)
Provide two-pole, 20 amp branch breakers for lighting circuits.
(Delete: and single pole, 20 amp GFI breakers for receptacle circuits)

Meter pedestals shall be listed on the Dominion Virginia Power Company list of approved metering equipment. Acceptable manufacturers are:

Square-D
Milbank Manufacturing Co.
Midwest Electric Products
Dyna-Tech Corp.
B&B Electrical Products
Or approved equal acceptable to Dominion

6. Conductor Cables:
All conductors shall be copper; aluminum conductors will not be accepted. Insulation shall be UL listed for the use specified on the Drawings and rated for 600 volts operation. Conductors used in conduit shall be Type THWN insulation conforming to NFPA 70 with a 75 degree C. temperature rating. All conductors shall be in conduit.

7. Rod Electrodes:
Copper-clad steel, 1/2-inch by 8-feet long, mechanical connectors shall be bronze.

III. PROCEDURES

A. INSTALLATION

1. Storage and handling of poles is of utmost importance. Any pole showing signs of dragging, scraping, chipping or staining shall be immediately replaced at no additional cost to the Owner. Leave protective wrapping on poles after inspection as long as is practical during installation.
2. Locate direct-bury poles in strict accordance with the Drawings; **pole position with respect to back of curb is particularly critical.**
3. Compact the area to receive the pole prior to auguring hole.
4. Coordinate placement of buried conduit with respect to pole location.
5. Sink the hole to the proper depth as shown on the drawings using the smallest size auger possible. Provide crushed stone as necessary to raise the bottom of the hole to the proper elevation. See the Drawings for relationship of pole base to adjacent finish grade of pavement. Under no circumstances shall any portion of the hand hole be below grade.

6. Poles with provisions for bolt-on accessories shall be aligned precisely so that accessories will bear the proper relationship to curb lines and to neighboring poles.
7. Work involving grounding electrodes, junction boxes, conduit and other components of the lighting installation shall be carried out in such a manner as to minimize disturbance to the ground surrounding the direct-bury poles. Provide bracing or other measures to keep each pole plumb. Insure temporary drainage away from each pole to prevent any ponding of water which would soften the supporting soil.
8. Install luminaires **(Delete: and GFI utility receptacles**) prior to non-electric accessories. Only after successful testing of the lights **(Delete: and receptacles)** shall accessories be installed.

B. FIELD QUALITY CONTROL

1. Operate each luminaire after installation and connection. Observe operation and reliability of photo sensors.
2. Relamp lights which have failed or show signs of reduced output.

C. CLEANING

1. Clean electrical parts to remove conductive and deleterious materials.
2. Remove dirt and debris from poles and cabinets.
3. Clean photometric control surfaces as recommended by the manufacturer.
4. Touch up all damage to painted surfaces.
5. Clean exterior of glass and metal surfaces on all luminaires.

IV. METHOD OF PAYMENT

Pay Item	Pay Unit
14’ tall pole & light complete, tested & operational	each
conduit & conductors including trenching and backfilling	linear feet
combination meter, panel and disconnect pedestal including connection fees by utility provider	each

END OF SECTION

Fluvanna County, Virginia

Fork Union Streetscape Enhancement Project – Phase 1

FLUVANNA COUNTY IFB: 2015-01

VDOT PROJECT: EN05-032-121, C-501

FEDERAL PROJECT: TEA-032-7(041)

UPC: 78231

Drawing and Specifications:

Prepared for:
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963

Prepared by:
Hill Studio
120 West Campbell Avenue
Roanoke, VA 24011

Commission No. 0771.01

COUNTY OF FLUVANNA, VIRGINIA
INVITATION FOR BID

FORK UNION STREETSCAPE ENHANCEMENT PROJECT – PHASE 1

Issue Date:	November 7, 2014
Due Date:	January 7, 2015
Time:	2:00 P.M.
IFB Number:	2015 – 01
Bid Opening Location:	Administration Building, Morris Room 132 Main Street, 2nd floor Palmyra, VA 22963
Issuing Department:	County of Fluvanna, VA Finance Department 132 Main Street P.O. Box 540 Palmyra, VA 22963
Procurement Contact:	Joe Rodish Purchasing Officer Phone: 434-591-1930 ext. 1124 Email: jrodish@fluvannacounty.org
Technical Inquiries:	Hill Studio Attention: Charlie Craig Phone: 540-342-5263 Email: ccraig@hillstudio.com

The Fluvanna County Board of Supervisors is seeking competitive sealed bids from qualified firms for certain streetscape enhancements including, but not limited to, the construction of new curb and gutter, sidewalks, ornamental street lights and storm drainage improvements along a portion of James Madison Highway (U.S. Route 15) in the community of Fork Union as more specifically described herein this Invitation for Bid and in the attached Plans and Specifications

A mandatory pre-bid conference will be held on November 20, 2014 at 9:00 A.M., at the Fork Union Community Center located at 5725 James Madison Highway, Fork Union, VA 23055. Contractors who do not attend the meeting will not be allowed to bid on the project.

Plans and accompanying bid documents can be picked up in the Fluvanna County Department of Finance locate at 132 Main Street, 1st Floor Palmyra, VA 22963. The plans and bid documents may also be downloaded from the County's website. To access the plans and bid documents, please use the following web address: http://fluvannacounty.org/services/finance/procurement/solicitations

All bids that are delivered via mail or in person must be addressed to the "Issuing Department" listed above. Any bids that are turned in late will be rejected and returned unopened. Any bids sent in via facsimile, telephone, or email shall not be considered.

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Section I – Invitation to Bidders

Project Description
Fork Union Streetscape Enhancement Project – Phase 1

Background
This project is funded by the Federal Highway Administration (FHWA) Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) program through the Virginia Department of Transportation (VDOT) and has DBE requirements. Fluvanna County is administering the SAFETEA-LU funds. The County has obtained approval of the plans and specifications from VDOT. The drawings and specifications contained in the bid package are for your review and bid consideration.

General Project Description
Construct the first phase of streetscape improvements for Fork Union, VA by widening the existing sidewalks along the west side of James Madison Highway (U.S. Route 15) by approximately 4-feet along a length of 1,600 feet. The southbound lane of the highway will be narrowed to allow for the improvements. The additional sidewalk width will be constructed of dry-laid brick pavers and will require demolition of the existing curb and gutter, removal of bituminous paving and replacement with CG-7 curb and gutter, curb cut ramps for ADA compliance and painted crosswalks. Provisions will also be made for future ornamental street lighting and tree installations.

It is the responsibility of the contractor to meet all local, state and federal requirements for the work required in this project.

Disadvantage Business Enterprise Requirements
VDOT Civil Rights Division has determined that a **5**% DBE (Disadvantaged Business Enterprise) goal is established or assigned for this project.

Award of Contract
The County shall award the Contract to the lowest responsive and responsible Bidder, and will be based on the TOTAL BASE BID amount including any properly submitted bid modifications, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Alternate Bid Items shall be taken in the sequence as stated in the bid form. The base bid, and any proper modifications thereto, shall comply with all provisions of the IFB. The County wishes to minimize the length of construction that is ongoing and thus construction on the project should begin on or about March 9, 2015 to avoid possible weather delays. Work on the project shall be completed within two-hundred and forty (240) days from the actual start date.

Section II – Instruction to Bidders

Submittal Instructions
Four (4) copies of the sealed bid will be received at 2:00 P.M. (local prevailing time) on January 7, 2015 in the Fluvanna County Administration Building located at 132 Main Street, Palmyra, VA. All bids that are delivered via mail or in person must be addressed to the "Issuing Department" listed on page two (2) of this solicitation.

Any bids that are turned in late will be rejected and returned unopened. Any bids sent in via facsimile, telephone, or email shall not be considered.

All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

a. Addressed as indicated on page 1 of the solicitation;
b. Solicitation number;
c. Title;
d. Bid due date and time;
e. Bidder's name and complete mailing address (return address); and
f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

All attachments included in the Proposal must be returned complete as issued.

The following forms **shall be incorporated** in the sealed proposal and shall be signed by an authorized representative of the firm:

- Vendor Data Sheet
- Authorization to Transact Business in Virginia
- Non-Collusion Statement
- Form C-7: Bid Form
- Form C-43: Sublet (If Applicable)
- Form C-48: Subcontractor/Supplier Solicitation and Utilization Form
- Form C-49: DBE Good Faith Efforts Documentation
- Form C-104: Bidder Statement (Federal Funded Projects)
- Form C-105: Bidder Qualification (Federal Funded Projects)
- Form C-111: Minimum DBE Requirements
- Form C-112: Certification of Binding Agreement

Certification and Ability
Fluvanna County requires that all bidders submit a Statement of Qualifications to include proof of experience, ability and financial standing. Such Statements of Qualification should accompany the bid.

ADA
Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact the County Administrator. We require that you provide at least a 48 hour notice so that reasonable efforts may be made to furnish the proper arrangements. You may be requested to specify the nature of any accommodation or assistance which may be required for your participation.

Section III – Bid Form

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal. All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Streetscape Enhancements for Fork Union, Virginia – Phase 1

JOB DESIGNATION:	County of Fluvanna, Virginia
PROJECT NUMBER:	**EN05-032-121, C501**
VDOT UPC NUMBER:	**78231**
FWHA NUMBER:	**TEA-032-7(041)**

Base Bid: $ _____

No. of Days to complete: **240 days**

Add Alternate #1: $ _____

Add Alternate #2: $ _____

Add Alternate #3: $ _____

No. of Days to complete add alternates: **30 days**

Total Bid: $ _____

Submitted By: _____

Vendor Number or FIN#: _____

I/we acknowledge receipt of the following Addenda (list all by number and date of issue):

_____ _____

_____ _____

DOWNTOWN STREETSCAPE ENHANCEMENTS **Base Bid**

Fork Union, Virginia

State Project # EN05-032-121, C501 UPC #78231 Hill Studio Comm. No. 0771

Federal Project # TEA-032-7(041)

October 29, 2014

ITEM #	SPEC	BASE BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1	105	Gen. conditions, field engineering Base Bid items only	1	lump sum		
		MOBILIZATION				
2	513	Mobilization of equip. & crews	1	lump sum		
		TRAFFIC CONTROL				
3		Traffic Mgmt. Plan Prep.,permits, flagmen, warning devices	1	lump sum		
		DEMOLITION				
4	508	Remove exist. concrete sidewalk & stone base	640	sq. yd.		
5	508	Remove exist. concrete curb & gutter	1,100	lin. ft.		
6	508	Saw-cut bituminous pvmt. & conc. sidewalk	1,805	lin.ft.		
7	508	Remove exist. bitum. pvmt. & stone base, full depth	758	sq. yd.		
8	413	Remove exist. storm sewer structure, avg. 4-ft. depth	2	ea		
9	413	Sign, bollard, etc. removal	8	ea.		
10	413	Remove exist. 15-inch RCP	32	lin.ft.		
11		Erosion & sediment controls - in place, maintenance	1	lump sum		
12	508	Remove exist. conc. vehicle entrances	223	sq. yd.		
13	106	Hauling & disposal, including dump charges	427	cu. yd.		
14	508	Saw-cut & mill exist. painted striping & crosswalks	1,210	sq.ft.		
		EARTHWORK				
15	301	Remove 12"-16" strip of turf & rootmat along walk, 3" deep	405	lin.ft.		
16	303	Import topsoil for utility strip & disturbed lawn	65	cu. yd.		
17	602	Backfill, spread & compact topsoil in utility strip & lawn	65	cu.yd.		
		PAVING				
18	504	New concrete sidewalk incl. stone base & reinf.	665	sq.yd.		
19	502	New concrete curb, CG-3 at trench drains	26	lin. ft.		
20	502	New concrete curb & gutter, CG-7	945	lin. ft.		
21	502	New concrete curb & gutter, CG-6	12	lin.ft.		
22	504	New brick curb cut & ramp, Type 1 in CG-7	3	ea.		
23	504	New curb cut & ramp, Type 2 in CG-7	2	ea.		
24	504	New curb cut & ramp, Type 2 in CG-6	2	ea.		
25	504	New curb cut & ramp, Type 3 in CG-6	1	ea.		
26	502	New concrete entrances, CG-9D.	332	sq.yd.		
27	315	Bit. asphalt pavement w/in R.O.W. - heavy duty	161	sq.yd.		
28	315	Bit. asphalt patch in driveways & entrances - heavy duty	26	sq.yd.		
29	504	Replace signs removed during construction	8	ea.		
30	504	Detectable warning strips @ ramps, 10 sq. ft. ea. location	8	ea. loc.		
31	704	Crosswalk border, 8' crossing, 2-12" thermoplastic lines	320	lin.ft.		
32	704	Parking space striping	165	lin.ft.		
33	315	Bit. asphalt overlay for milled areas, roll & compact	1,210	sq.yd.		
		STORM DRAINAGE				
34	302	Storm sewer MH, frame & cover, 3.83'	1	ea.		
35	302	Storm sewer MH, frame & cover, 3.67'	1	ea.		
36	302	Concrete trench with VDOT std. DI-2 grates	24	lin. ft.		
37	302	15-inch pipe in place	12	lin. ft.		
		SODDING, MISC.				
38	603	Fertilizer (3,300 sq.ft @ 20 lbs. / 1000 sq. ft.)	66	lb.		
39	603	Sod for utility strip & disturbed lawn	3,300	sq.ft.		
40		Tree Root Barrier for future tree planting	8	plant pit		
		LIGHTING IMPROVEMENTS				
41	603	Ornamental street lights, posts & fixtures	17	ea.		
42	705	Combination meter, panel & disconnect ped, installed	2	ea.		
43		Conduit and wire for lighting, all connections made	1,150	lin.ft.		

TOTAL BASE BID AMOUNT

DOWNTOWN STREETSCAPE ENHANCEMENTS **Add Alternate #1**

Fork Union, Virginia

State Project # EN05-032-121, C501 UPC #78231 Hill Studio Comm. No. 0771

Federal Project # TEA-032-7(041)

October 29, 2014

ITEM #	SPEC	ADD ALT. #1 BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1	105	Gen. conditions, field engineering Add Alt. #1 items only	1	lump sum		
		MOBILIZATION				
2	513	Mobilization of equip. & crews	1	lump sum		
		TRAFFIC CONTROL				
3		Traffic Mgmt. Plan Prep.,permits, flagmen, warning devices	1	lump sum		
		DEMOLITION				
4	508	Remove exist. concrete sidewalk & stone base	140	sq. yd.		
5	508	Remove exist. concrete curb & gutter	260	lin. ft.		
6	508	Saw-cut bituminous pvmt. & conc. sidewalk	325	lin.ft.		
7	508	Remove exist. bitum. pvmt. & stone base, full depth	140	sq. yd.		
8	413	Remove exist. storm sewer structure, avg. 4-ft. depth	0	ea		
9	413	Sign, bollard, etc. removal	0	ea.		
10	413	Remove exist. 15-inch RCP	0	lin.ft.		
11		Erosion & sediment controls - in place, maintenance	1	lump sum		
12	508	Remove exist. conc. vehicle entrances	14	sq. yd.		
13	106	Hauling & disposal, including dump charges	80	cu. yd.		
		EARTHWORK				
14	301	Remove 12"-16" strip of turf & rootmat along walk, 3" deep	262	lin.ft.		
15	303	Import topsoil for utility strip & disturbed lawn	14	cu.yd.		
16	602	Backfill, spread & compact topsoil in utility strip & lawn	14	cu.yd.		
		PAVING				
17	504	New concrete sidewalk incl. stone base & reinf.	142	sq.yd.		
18	502	New concrete curb, CG-3 at trench drains	0	lin. ft.		
19	502	New concrete curb & gutter, CG-7	235	lin. ft.		
20	502	New concrete curb & gutter, CG-6	0	lin.ft.		
21	504	New brick curb cut & ramp, Type 1 in CG-7	1	ea.		
22	504	New curb cut & ramp, Type 2 in CG-7	0	ea.		
23	504	New curb cut & ramp, Type 2 in CG-6	1	ea.		
24	504	New curb cut & ramp, Type 3 in CG-6	0	ea.		
25	502	New concrete entrances, CG-9D.	19	sq.yd.		
26	315	Bit. asphalt pavement w/in R.O.W. - heavy duty	32	sq.yd.		
27	504	Bit. asphalt patch in driveways & entrances - heavy duty	2	sq.yd.		
28	504	Replace signs removed during construction	0	ea.		
29	504	Detectable warning strips @ ramps, 10 sq. ft. ea. location	2	ea. loc.		
30	704	Crosswalk border, 8' crossing, 2-12" thermoplastic lines	86	lin.ft.		
31		Parking space striping	0	lin.ft.		
		STORM DRAINAGE				
32	302	Storm sewer MH, frame & cover, 3.83'	0	ea.		
33	302	Storm sewer MH, frame & cover, 3.67'	0	ea.		
34	302	Concrete trench with VDOT std. DI-2 grates	0	lin. ft.		
35	302	15-inch pipe in place	0	lin. ft.		
		SODDING, MISC.				
36	603	Fertilizer (1,100 sq.ft @ 20 lbs. / 1000 sq. ft.)	22	lb.		
37	603	Sod for utility strip & disturbed lawn	1,100	sq.ft.		
38		Tree Root Barrier for future tree planting	3	plant pit		
		LIGHTING IMPROVEMENTS				
39	603	Ornamental street lights, posts & fixtures	3	ea.		
40	705	Combination meter, panel & disconnect ped, installed	0	ea.		
41		Conduit and wire for lighting, all connections made	280	lin.ft.		

TOTAL ALT. 1 BID AMOUNT

DOWNTOWN STREETSCAPE ENHANCEMENTS **Add Alternates #2 and #3**

Fork Union, Virginia

State Project # EN05-032-121, C501 UPC #78231 Hill Studio Comm. No. 0771

Federal Project # TEA-032-7(041)

October 29, 2014

ITEM #	SPEC	ADD ALT. #2 BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1		Gen. Conditions, field engineering Add Alternate #2	1	lump sum		
		DELETIONS				
2		Delete imported topsoil for utility strip backfill	-70	cu.yd.		
3		Delete backfilling, spreading and compact. in utility strips	-70	cu.yd.		
4		Delete fertilizer in utility strips	-67	lb.		
5		Delete sod for utility strips	-3,315	sq.ft.		
		ADDITIONS				
6		Steel edge & 8"brick units in place for future planting pits	11	ea.loc.		
7		Dry-laid brick infill, including granular base, for utility strip	3,315	sq.ft.		

TOTAL ALT. 2 BID AMOUNT

ITEM #	SPEC	ADD ALT. #3 BID - ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
		CONTROL OF WORK				
1		Gen. Conditions, field engineering Add Alternate #3	1	lump sum		
		SITE FURNISHINGS AND PLANTINGS				
8	included	Benches & installation	4	ea.		
9	included	Trash Receptacles & installation	4	ea.		
10		Trees & installation	11	ea.		

TOTAL ALT. 3 BID AMOUNT

Section IV – Bid Security

Bid Bonds and Alternative Form of Security

Pursuant to section 6.13 of the County's procurement policies and procedures, all bids for transportation-related projects authorized under Virginia Code Section 33.1-12 that are in excess of $250,000 and partially or wholly funded by the State shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in the State, as a guarantee that if the contract is awarded to the bidder, he will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent (5%) of the amount bid.

Pursuant to Virginia Code Section 2.2-4338, upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond, a bidder may: (i) furnish a certified check or cash escrow in the face amount required for the bond in lieu of a bid, payment, or performance bond; or (ii) ,if approved by the County Attorney, furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond.

If a contract is let, a Performance Bond and Payment Bond each in the amount of 100% of the contract amount shall be required of the successful Contractor. Please see Section 12 o, the attached "Contract Between Owner and Contractor" in Section XVI of the Invitation to Bid for more information. As soon as bid prices have been compared, the Owner will return bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Performance and Payment Bonds have been executed and approved by the County, after which it will be returned.

Section V - VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:
Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	$$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	$$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	$$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	$$ Value:

I certify the accuracy of this information.
Signed: _____Title:_____
Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Section VI - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A._____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B._____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C._____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)	
Legal Name of Offeror/Bidder	
Date	
Authorized Signature	
Print or Type Name and Title	

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Section VII - CERTIFICATE OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2014.

Name of Firm or Corporation Submitting Proposal:
By: _____
Title: _____
(Owner, Partner, or Corporation President or Vice-President Only)

Address: _____
_____

Telephone Number: _____

ACKNOWLEDGEMENT:
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing Proposal and Certificate of No Collusion bearing the signature of _____, and dated _____ was subscribed and sworn to me, the undersigned notary public, on _____.

_____
Notary Public

My commission expires: _____

Registration No. _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Section VIII – OFFEROR STATEMENT

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Solicitation and hereby submits this offer pursuant to such instructions.

_____

Print Name & Title of Authorized Person

_____

Signature of Authorized Person Submitting Bid/Proposal

_____

Date

SUBSCRIBED AND SWORN to before me by the above named

_____on the _____day of_____, 2014

_____

Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Form C-48
Rev. 2-23-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF
TRANSPORTATION
SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL BIDDERS)

PROJECT NO. _____ **CONTRACT I.D. NO.**

FHWA NO. _____ **DATE SUBMITTED**

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within ten (10) business days after the opening of bids.

The bidder certifies this form accurately represents its solicitation and utilization or non-utilization, as indicated, of the firms listed below for performance of work on this contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project.

BIDDER SIGNATURE

TITLE

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONTRACOR/SUPPLIER	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

Section X – VDOT FORM C-49

BIDDER MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

Form C-49
2-24-14
Sheet 1 of 10

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

THIS INFORMATION MUST BE SUBMITTED
WITHIN 2 DAYS AFTER BID OPENING IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR

CONTRACT I.D. NUMBER_____

PROJECT NUMBER_____

FHWA NUMBER_____

DISTRICT_____

DATE BID SUBMITTED_____

BIDDER'S NAME_____

SIGNATURE_____

TITLE_____

VENDOR NUMBER_____

DBE GOAL FROM BID PROPOSAL_____

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY**.**

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT:

FHWA:

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

STATEMENT, In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this ____ day of _____ , 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

STATE of _____ COUNTY (CITY) of _____
To-wit:

I _____ , a Notary Public in and for the State and

County(City) aforesaid, hereby certify that this day _____

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____ , 20 _____

_____ My Commission expires _____
Notary Public

OR
UNSWORN DECLARATION

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this ____ day of _____ , 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:

FHWA:

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

   During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
_____	_____
_____	_____
_____	_____

2. I (we) have _____, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

   Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of $10,000 or under are exempt.)

   Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and

   (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this ____ day of _____ , 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

STATE of _____ COUNTY (CITY) of _____
To-wit:

I _____ , a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day _____ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____ , 20 _____

_____ My Commission expires _____
Notary Public

Form C-111
Rev. 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. _____

FHWA NO. _____

*** * * INSTRUCTIONS * * ***

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 5.0 **%**

PERCENT ATTAINED BY BIDDER _____ **%**

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
		TOTAL	**$**

TOTAL CONTRACT VALUE $ _____ x REQUIRED DBE _____ % = $ _____

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT. I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

_____ BY _____
BIDDER SIGNATURE

_____ BY _____
TITLE DATE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.:

Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor _____

By: _____ _____
Signature Title

Date: _____

First Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor _____

By: _____ _____
Signature Title

Date: _____

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

SECTION XV – GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING: The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

2. DEFINITIONS: The definitions of Virginia Code § 2.2-4301 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General

Conditions, the following terms, whether capitalized or not, have the following meanings:

a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.

b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".

c. Contract: Any contract to which the County will be a party.

d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.

f. County Administrator: The Fluvanna County Administrator.

g. County Attorney: The Fluvanna County Attorney.

h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.

i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.

j. His: Any references to "his" shall include his, her, their, or its as appropriate.

k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed $50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed $50,000.

o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. AUTHORITY: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way

obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the

Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

    a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
    b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
    c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
    d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. **WITHDRAWAL OF BIDS:**

    a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

    If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional

arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:

    i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
    ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).

d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be

considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. **ERRORS IN BIDS**: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

    a. Addressed as indicated on page 1 of the solicitation;
    b. Solicitation number;
    c. Title;
    d. Bid due date and time;
    e. Bidder's name and complete mailing address (return address); and
    f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

    If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

15. **RESPONSE TO SOLICITATIONS**: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

18. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. **VIRGINIA FREEDOM OF INFORMATION ACT**: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested

person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or

omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

    a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
    b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
d. The quality of performance of previous Contracts or Services;
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
g. The quality, availability and adaptability of the Goods or Services to the particular use required;
h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
i. The number and scope of the conditions attached to the Bid;
j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.

b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

CONTRACT PROVISIONS

33. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

34. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

35. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

36. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior

written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

37. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

38. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	$1,000,000	
Professional Liability	$1,000,000	
Excess Liability	$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

39. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

40. SEVERABILITY: If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

41. TITLES: The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

42. ATTORNEYS' FEES: In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

43. NO WAIVER: Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

44. NO FINANCE CHARGES: No finance charges shall be paid by the County.

45. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

46. PAYMENT: Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual

Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.

e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

47. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
   i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
   ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.

e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

48. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

49. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

50. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies

shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

51. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over $10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

52. MODIFICATION:

a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the County’s Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

53. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

54. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over $10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

55. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;

b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;

c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;

d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

56. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

57. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

58. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of

any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

59. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

60. **GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and

    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

    f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

    g. For any Contract involving Services of any nature, the Contractor further agrees to:

        i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
        ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
        iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and

iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

61. **PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

62. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

63. **VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

64. CLAIMS PROCEDURE:

a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq*.

b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

65. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

66. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

67. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

68. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at

the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

69. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

70. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

71. **REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

72. **DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

73. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

    a. Purchase Order Number;

    b. Name of Article and Stock Number;

    c. Quantity Ordered;

d. Quantity Shipped;

e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

74. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

75. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

County of Fluvanna, Virginia

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract, dated this ____ day of _____, 2014 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia ("Owner"), a Virginia corporation ("Contractor"), is binding among and between these parties as of the date of the Owner's signature.

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R E C I T A L S

1. NAMES AND ADDRESSES

The legal address for the Owner and the Contractor, and the addresses for delivery of Notices and other Project documents are as follows:

Owner	County of Fluvanna		
Attn	Wayne Stephens, Project Manager		
Address	132 Main Street		
City, State, Zip	Palmyra, VA 22963		
Telephone	(434-591-1910)	**FAX**	(434-591-1911)

Contractor

Attn

Address

City, State, Zip

Telephone **FAX**

Contractor's Virginia License #:

FEIN/SSN:

2. PROJECT TITLE AND DESCRIPTION

The Project is identified as:

Project Title – Construct streetscape improvements along James Madison Highway (U.S. Route 15) in Fork Union, VA

General Project Description –

Construct the first phase of streetscape improvements for Fork Union, VA by widening the existing sidewalks along the west side of James Madison Highway (U.S. Route 15) by approximately 4-feet along a length of 1,600 feet. The southbound lane of the highway will be narrowed to allow for the improvements. The additional sidewalk width will be constructed of dry-laid brick pavers and will require demolition of the existing curb and gutter, removal of bituminous paving and replacement with CG-7 curb and gutter, curb cut ramps for ADA compliance and painted crosswalks. Provisions will also be made for future ornamental street lighting and tree installations.

It is the responsibility of the contractor to meet all local, state and federal requirements for the work required in this project.

3. AWARD

After competitive sealed bidding pursuant to the Virginia Public Procurement Act and other applicable requirements, if any, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project ("the Project").

4. WORK, DOCUMENTS, TIME, COMPENSATION

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

(a) **STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

(b) **CONTRACT DOCUMENTS:** This Contract shall consist of the following:

- this Contract Between Owner and Contractor;
- Appendix I The County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors
- Appendix II (Project Specific Contract Terms);
- the Bid Form submitted by the Contractor;
- Post Bid Modification(s) dated _____ **[Insert date - if blank, "None"];**
- the Owner's Project Plans and Specifications;
- modifications to the Owner's Project Plans and Specifications shown as Addenda;
- other documents listed in Section 6(a).
- **[list other applicable documents, such as the Invitation to Bid, drawings, etc., as applicable]**

All of these documents are incorporated herein by reference.

(c) **TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed within **[Insert correct timeframe: e.g. three hundred thirty five (335) calendar days]**. Final Completion shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion of the Work. **(d)** **COMPENSATION TO BE PAID TO THE CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of **$_____.[Insert amount using text and numerically]**

5. DEFINITIONS

Whenever used in this Contract or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

Architect, Engineer, Architect/Engineer or A/E: The term used to designate the Architect and/or the Engineer that contracts with the Owner to provide the Architectural and Engineering services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A/E to assist in providing the A/E services.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Contract Documents or by separate agreement.

Change Order: A document issued on or after the effective date of this Contract Between Owner and Contractor which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 41(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Code of Virginia: 1950 Code of Virginia as amended. Sections of the Code of Virginia referred to herein are noted by (§ xx-xx).

Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Contract: This Contract between Owner and Contractor, hereinafter referred to as the "Contract."

Contract Completion Date: The date by which the Work must be substantially complete. The Contract Completion Date shall be customarily established in the Notice To Proceed, based on the Time for Completion.

Contract Documents: This Contract Between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated herein. Such incorporated documents include all those Contract Documents listed in Section 4 *supra*, the bid submitted by the Contractor, the Plans and the Specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work on this Project.

Date of Commencement: the date as indicated in the written Notice to Proceed, the receipt of the earliest Building Permit, or a date mutually agreed to between the Owner and Contractor in writing, whichever is the latest.

Day(s): Calendar day(s) unless otherwise noted.

Defective: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents **or** does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the A/E's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Architect/Engineer and the Contractor that the Work is totally complete in accordance with Section 47(b).

Field Order: A written order issued by the A/E which clarifies or explains the Plans or Specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Final Payment: The final payment that the Contractor receives pursuant to the applicable provisions of Section 39, except in the event no final payment is made due to termination of the Contract under either Sections 44 or 45. In the event of a termination for cause under Section 44, the Final Payment shall be when the termination became effective. In the event of a termination for convenience under Section 45 the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Subsection 45, or the Owner's determination that no compensation for termination is due the Contractor under Subsection 45, as the case may be.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project Float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Notice: All written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery. All Notices to the Owner should be directed to the Owner's Project Manager at the address for Owner set forth above.

If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) are acceptable for the Project, such Notice shall be transmitted to the Fax number listed in the agreement and shall have a designated space for the Fax Notice recipient to acknowledge its receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be faxed back to the sender. The Faxed notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery of the hard copy as provided herein, whichever occurs first.

Notice to Proceed: A written notice given by the Owner to the Contractor (with a copy to the A/E) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution

of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will identify a Contract Completion Date.

Owner: The County of Fluvanna with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the "Work" described by the Contract Documents.

Project Inspector: One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Inspector(s). The scope of the Project Inspector's authority with respect to the Contractor is limited to that indicated in Section 20 (e) and (f) and as supplemented by the Owner in writing to the Project Inspector and to the Contractor.

Owner's Project Manager: The Owner's Project Manager as used herein shall be the Owner's designated representative on the Project. The Owner's Project Manager shall be the person through whom the Owner generally conveys written decisions and notices. All Notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Owner's Project Manager. The scope of the Owner's Project Manager's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Preconstruction meeting defining those limits. Upon receipt of such information, the Contractor shall be on notice that it cannot rely on any decisions of the Owner's Project Manager outside the scope of the Owner's Project Manager's authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Owner's Project Manager from time to time and may, in the event that the Owner's Project Manager is absent, disabled or otherwise temporarily unable to fulfill the Owner's Project Manager's duties, appoint an interim Owner's Project Manager.

Project Manual: A volume or volumes assembled for the Work which may include bidding requirements, sample forms, copies of this Contract, Specifications, and other documents relevant to bidding or the Work.

Provide: Shall mean furnish and install ready for its intended use.

Schedule of Values: The schedule prepared by the Contractor and acceptable to the Owner which indicates the value of that portion of the Contract Price to be paid for each trade or major component of the Work.

Site: Shall mean the location at which the Work is performed or is to be performed.

Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the local Building Official to determine code compliance and for the Contractor to perform the Work.

Subcontractor: A person having a direct contract with Contractor or with any other Subcontractor for the performance of the Work or any portion of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project.

Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplier: A manufacturer, fabricator, distributor, materialman or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the Date of Commencement which the Contractor has to substantially complete all Work required by the Contract.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents or which may reasonably be expected to be provided as part of a complete, code compliant and functioning system for those systems depicted in the Plans and Specifications.

6. CONTRACT DOCUMENTS

(a) This Contract Between Owner and Contractor (CO-9), the Workers' Compensation Certificate of Coverage (CO-9a), the Standard Performance Bond (CO-10), the Standard labor and Material Payment Bond (CO-10.1), the Schedule of Values and Certificate for Payment (CO-12), the Affidavit of Payments of Claims (CO-13), the Contractor's Certificate of Substantial Completion (CO-13.2a), and the Contractor's Certificate of Completion (CO-13.2) are documents incorporated in this Contract by reference and are made a part hereof to the same extent as though fully set forth herein. They must be used by the Contractor for their respective purposes.

(b) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.

(c) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.

(c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Contract Between Owner and Contractor; the Special Conditions; the Specifications with attachments; and the Plans.

(d) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

(e) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the Contractor or others should be identified at the beginning of the document with the Project Title. Additional identification such as a job number, purchase order number or such may also be shown at the generator's option.

7. LAWS AND REGULATIONS

(a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work (hereinafter "laws and regulations") and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 of the Code of Virginia and by applicable regulations.

(b) This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.

(c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and shall not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens,.

(d) The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.

(e) Building Permit: The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor. See Section 29 for utility connection fees and services.

(f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Section 40, Subsections (a), (b), (c) and (d) of this Contract with respect to each lower-tier Subcontractor and Supplier.

(g) The Contractor, if not licensed as an asbestos abatement contractor in accordance with §54 1-514 Code of Virginia, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors for the Work required.

(h) Lead Based Paint Activities: If the Contract Documents indicate that lead based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:

(1) The requirements set forth in 59 Federal Register 45,872 (September 2, 1994) Proposed Rule) - Lead; Requirements for Lead based Paint Activities (Proposed Rules) in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead containing materials, removal and handling of lead containing materials and methods of disposal. When the Final Rule, to be codified at 40 CFR 745, supersedes the Proposed Rule, the Contractor shall be responsible for conforming to the Final Rule as of the effective date set forth therein.

(2) The requirements for employee protection contained in 29 CFR Part 1926, Subpart D and the requirements for record-keeping contained 29 CFR Part 1910.

(3) The Virginia Department of Labor and Industry's (DLI) Emergency Regulation published in the May 27, 1996 Virginia Register, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI.

(i) If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that arise or result from such violation.

(j) If the Work includes any land disturbing activities, the Contractor shall have on-site an individual certified by the Department of Conservation and Recreation as a Responsible Land Disturber in accordance with §10.1-563, Code of Virginia.

(k) The Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit contractors or subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the Owner and contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 **U**.S.C. § 151 et seq., or the Railway Labor Act, 45 **U**.S.C. § 151 et seq.

This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.

This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.

8. NON-DISCRIMINATION

(a) § 2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor."

(b) Where applicable, the Virginians with Disabilities Act and the federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

9. PROHIBITION OF ALCOHOL AND OTHER DRUGS; DRUG FREE WORKPLACE

(a) § 2.2-4312 of the Code of Virginia shall be applicable and provides as follows: during the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in

the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

(b) The Contractor shall establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

(1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except lawful possession and medically prescribed use of prescription drugs; and,

(2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana, or other drugs, including impairment from prescription drugs.

(c) The Contractor shall post a copy of the policy in a conspicuous place at the Site and ensure that all Contractors, Subcontractor and Supplier personnel entering the Site are informed of and comply with the policy.

10. TIME FOR COMPLETION

(a) The Work must be substantially completed by the Time for Completion or the Contract Completion Date set forth in Section 4(c)of this Contract. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.

(b) The Time for Completion is stated in this Contract between Owner and Contractor and is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Time for Completion or Contract Completion Date, as set forth in the Contract, it shall be subject to payment of liquidated damages.

(c) The Contractor represents and agrees that it has taken into account in its bid the requirements of the bid documents, the Contract Documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that it will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy not later than the Time for Completion or Contract Completion Date. The Contractor agrees and warrants that it will achieve Final Completion of the Work (the entire completion of all Work, including “punch list” items), not later than thirty (30) days after achieving Substantial Completion.

11. CONDITIONS AT SITE

(a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing conditions, improvements and work within or adjacent to the Site. Claims which result from the Contractor’s failure to do so will be deemed waived.

(b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Architect/Engineer before the conditions are disturbed. Upon such notice, or upon its own observation of such conditions, the Architect/Engineer

shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or additional time needed for completion must be requested pursuant to Sections 41, 42 and/or 46 of this Contract.

(c) If the Contractor, during the course of the Work, observes the existence of any material which it knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

(d) If the Contractor, during the course of the Work, discovers on the Site any previously unidentified (i) grave or human remains ("Remains"), or (ii) relic, artifact, remain, specimen, or other archaeological article which has historic, scientific, archaeologic or educational value ("Resources"), the Contractor shall immediately halt any work which would disturb the Remains or Resources or the surrounding area in which additional Remains or Resources can be reasonably expected to be located. The Contractor shall immediately notify the Owner of such discovery of Remains or Resources and not proceed with any such disturbance prior to receipt of special instructions from the Owner.

12. CONTRACT SECURITY

(a) Consistent with § 2.2-4337 of the Code of Virginia, the Contractor shall deliver to the Owner or its designated representative, a Standard Performance Bond and a Standard Labor and Material Payment Bond, each fully executed by the Contractor and one or more surety companies legally licensed to do business in Virginia and each in an amount equal to one hundred percent (100%) of the accepted bid. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner.

(b) For the purposes of all Standard Labor and Material Payment Bonds entered into, the term "subcontractors" as used in §2.2-4337 A.2. of the Code of Virginia is interpreted to mean any contractors who participated in the prosecution of the Work undertaken by the Contractor (referred to in § 2.2-4337 A.2. of the Code of Virginia as the "prime contractor"), whether such contractor had a direct contract with the Contractor (prime contractor) or whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor (prime contractor).

(c) See §2.2-4338 of the Code of Virginia, for alternative forms of security for payment and/or performance bonds.

13. SUBCONTRACTS

(a) The Contractor shall, as soon as practicable after the signing of the Contract notify the Owner and Architect/Engineer in writing of the names of all Subcontractors proposed for the principal parts of the Work and such others as the Architect/Engineer may direct. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Architect/Engineer shall direct the Contractor to

contract with any particular Subcontractor unless provided in the specifications or Invitation for Bids. The Contractor shall provide the list of proposed Subcontractors required to the Owner no later than two days prior to the date of the Preconstruction Conference, including the Virginia Contractor's License number and class for each Subcontractor.

(b) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.

(c) The Contractor shall be fully responsible to the Owner for all acts and omissions of its agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or Architect/Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Architect/Engineer to pay for or to see the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by law.

(d) The Contractor shall be fully responsible for its invitees at the Site and for those of its Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.

(e) The Contractor agrees that it alone is responsible for all dealings with its Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.

14. SEPARATE CONTRACTS

(a) The Owner reserves the right to let other contracts in connection with the Project, the Work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action(s) to coordinate its Work with theirs. If the Owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the Work of the Contractor, and has included the estimated timing of such other Contracts in the Invitation for Bids, the Contractor shall integrate the schedule of those separate contracts into its scheduling. The Contractor shall make every reasonable effort to assist the Owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent or threaten to prevent the Contractor from carrying out its Work according to the Contract, the Contractor shall immediately notify the Owner and Architect/Engineer upon discovering such conditions.

(b) If a dispute arises between the Contractor and any separate contractor(s) as to their responsibility for cleaning up as required by Sections 34 (c) and 34 (d) of this Contract, the Owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the Owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

15. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

(a) The Contractor shall not commence Work under this Contract until it has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such

insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on its subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) The Contractor shall take out and shall maintain in force at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of its employees engaged in the Work in an amount not less than the minimum required by § 2.2-4332 and § 65.2-100 et seq. of the Code of Virginia. In case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. Prior to award of the Contract, the Contractor shall submit on a form acceptable to the Owner a Certificate of Coverage verifying Workers' Compensation coverage. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.

(c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises / Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than **$1,000,000** per occurrence and **$2,000,000** aggregate combined limit. The County of Fluvanna, its officers, employees and agents, shall be named as additional insureds with respect to the Work being procured.

(d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than **$1,000,000** combined limit for bodily injury and property damage per occurrence.

(e) The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than **$1,000,000** and shall name the following as additional insureds: the County of Fluvanna, its officers, its employees and its agents; the Architect/Engineer (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).

(f) Nothing contained in this Contract shall be deemed to be a waiver of sovereign immunity by the Owner.

16. "ALL RISK" BUILDER'S RISK INSURANCE

(a) The Contractor, at its cost, shall obtain and maintain in the names of the Owner and the Contractor "all-risk" builder's risk insurance (or fire, extended coverage, vandalism and malicious mischief insurance, if approved by the Owner) upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof. Such insurance may include a deductible provision acceptable to

Owner, in Owner's sole discretion, in which case the Contractor shall be liable for such deductibles, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear. The Owner, its officers, employees and its agents, shall be named as additional insureds in any policy of insurance issued. The insurer shall be authorized to do business in Virginia and such insurance shall be approved by the Owner. Written evidence of the insurance shall be filed with the Owner prior to commencement of the Work, but in any event no later than thirty (30) days following the award of the Contract. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.

(b) The value of the builder's risk insurance shall exclude the costs of excavations, backfills, foundations, underground utilities and Sitework.

(c) The Contractor is responsible for providing any desired coverage for Contractor's or Subcontractors' buildings, equipment, materials, tools or supplies that are on-site.

17. TAXES, FEES AND ASSESSMENTS

The Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees and assessments on the real property comprising the Site of the project.

18. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees, harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, it shall promptly advise the Owner and the Architect/Engineer. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Architect/Engineer, it shall be responsible for any loss or liability due to the infringement.

19. ARCHITECT/ENGINEER'S STATUS

(a) The Architect/Engineer shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. He shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make

an overriding decision to the contrary. Upon request by the Contractor, the Architect/Engineer shall confirm, in writing within fourteen (14) days, any oral order or determination made by him.

(b) The Architect/Engineer shall have no authority to approve or order changes in the Work which alter the design concept or which call for an extension of time or a change in the Contract Price.

(c) Although the Owner is bound by the terms of the Contract with the Contractor, including the plans and specifications, the Owner shall have the right, but not the duty, to countermand any decision of the Architect/Engineer and to follow or reject the advice of the Architect/Engineer, including but not limited to acceptance of the Work, as it deems best. In those instances where the Architect/Engineer has been given authority to act, the Architect/Engineer shall promptly do so, but in the case of disagreement between the Architect/Engineer and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation or decision of the Architect/Engineer, if it is later determined that the same is not in accord with the Contract Documents. The party taking issue with the determination, interpretation or decision of the Architect/Engineer shall give the other party written notice of such fact within fourteen (14) days after the determination, interpretation or decision is communicated by the Architect/Engineer. In the actual performance of the Work, however, the Contractor shall, in the first instance, proceed in accordance with instructions given by the Architect/Engineer unless the Owner and the Contractor mutually agree that the Contractor shall proceed otherwise.

(d) All orders from the Owner to the Contractor shall either be transmitted through the Architect/Engineer or communicated directly to the Contractor and the Architect/Engineer by the Owner.

(e) Should the Owner choose to employ another or different Architect/Engineer, the status of the Architect/Engineer so employed shall be the same as that of the former Architect/Engineer.

(f) The Architect/Engineer will provide to the Owner and the Contractor after each visit to the Site, a written report indicating the date, time of day, weather conditions and the names of the persons representing the Architect/Engineer who participated in the visit. The report will advise the Owner of any problems that were noted and shall compare the Architect/Engineer's observations of the actual progress of the Work with that reported by the Contractor. On the basis of its on-Site observations as Architect/Engineer, he will make every reasonable effort to guard the Owner against defects and deficiencies in the Work of the Contractor. He shall have the authority to inspect the Work, to note and report Defective Work and deviations from the Contract Documents to the Owner, to reject same, and to recommend to the Owner the suspension of the Work when necessary to prevent Defective Work from proceeding or being covered.

(g) The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.

(h) The Architect/Engineer generally conveys written decisions and notices to the Contractor directly with copies to the Owner’s Project Manager and shall generally receive

information and Notices from the Contractor directly with copies to the Owner's Project Manager unless otherwise agreed. The Owner may delegate from the Architect/Engineer to the Owner's Project Manager certain inspection, verification, acceptance, rejection, and administrative duties and authority, but any such delegation shall be in writing and a copy thereof provided to the Contractor.

(i) The provisions of this section are included as information only to describe the relationship between the Owner, A/E, and Contractor. No failure of the A/E to act in accordance with this section shall relieve the Contractor from its obligations under the Contract or create any rights in favor of the Contractor.

20. INSPECTION

(a) All materials and workmanship shall be subject to inspection, examination and testing by the Owner, the Architect/Engineer, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The Architect/Engineer and the Owner shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected materials from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in Section 44 of this Contract, the Contractor and surety being liable for any damage to the same extent as provided in Section 44 for termination thereunder.

(b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires it to perform or to pay, together with any inspections and tests which it chooses to perform for its own purposes, but are not required by the Contract.

(c) Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.

(d) Should it be considered necessary or advisable by Owner or the Architect/Engineer at any time before final acceptance of the entire Work to make an examination of any part of the

Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or its Subcontractors, the Contractor shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement including a markup of fifteen percent (15%) for overhead and profit shall be paid to the Contractor and it shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test contrary to the instructions of the A/E, Owner or Project Inspector.

(e) The Project Inspector has the authority to recommend to the Architect/Engineer and the Owner that the Work be suspended when in the judgment of the Project Inspector, the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.

(f) The Project Inspector has the right and the authority to:

(1) Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.

(2) Inspect workmanship for compliance with the standards described in the Contract Documents.

(3) Observe and report on all tests and inspections performed by the Contractor.

(4) Recommend rejection of Work which does not conform to requirements of the Contract Documents.

(5) Keep a record of construction activities, tests, inspections, and reports.

(6) Attend all joint Site construction meetings and inspections held by the Owner and/or the A/E with the Contractor.

(7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.

(8) Check installations for proper workmanship and conformance with shop drawing and installation instructions.

(9) Assist in the review and verification of the CO-12, Schedule of Values & Certificate for Payment, submitted by the Contractor each month.

(10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.

(g) The Project Inspector has no authority to:

(1) Authorize deviations from the Contract Documents.

(2) Enter into the area of responsibility of the Contractor's superintendent.

(3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work.

(4) Authorize or suggest that the Owner occupy the Project, in whole or in part.

(5) Issue a certificate for payment.

(h) The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform its duties in any excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

21. SUPERINTENDENCE BY CONTRACTOR

(a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Architect/Engineer and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the Plans and Specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except when otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change.

(b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to it, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.

(c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

22. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

(a) The Contractor shall be solely responsible for supervising and directing the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Architect or Engineer, Project Inspector, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole

responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

(b) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Architect/Engineer, subject to the Owner's right to disapprove. The Contractor must submit its written request for the substitution to the Architect/Engineer with sufficient information to allow the Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.

(c) The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

(d) In addition to the Project Superintendent, the Contractor shall employ a competent, experienced Contractor's Project Manager at all times during progress of the Work. The Contractor's Project Manager shall have the authority to obligate the Contractor's resources, make decisions regarding project staffing, scheduling, sub-contractor coordination, quality control and safety. The Contractor shall notify the Owner in writing of any proposed replacement of the Contractor's Project Manager, and include the reason therefore prior to making such change.

(e) The Superintendent shall provide to the Owner's Project Inspector, on a daily basis, a report summarizing the following for its work crews and sub-contractors' work crews:

(1) Manpower utilization, per labor class and per building
(2) Equipment utilization and areas used.
(3) Deliveries of material or equipment.
(4) Work activities started, on-going and completed.
(5) Problem areas, delays, and solutions.
(6) Tests and inspections.
(7) Weather conditions and temperatures.

23. SCHEDULE OF THE WORK

(a) **General**: The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date established by the Contract and receive payment in accordance with Section 39 for the Work completed each period. However, the date established by the Contract Documents as the deadline for achieving Substantial Completion must be used in all schedules as the date on which Substantial Completion will be achieved. The time (in days) between the Contractor's planned early completion and the contracted Time for Completion is part of the Project "Total Float" time and will be used as such. Extensions of time pursuant to Sections 41, 42, and 46, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Architect/Engineer, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the

Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of its acceptance of or objections to the preliminary schedule within fifteen (15) days of receipt by the Owner. A fully complete Project schedule for accomplishing the Work must be submitted in like manner no later than sixty (60) days after the Contract is signed by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, etc. shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payment will be payable to the Contractor until after it has submitted a preliminary bar graph schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. Nor shall subsequent progress payments be payable to the Contractor unless and until it submits to the Owner the monthly bar graphs or status reports required by Section 23(d) herein or unless and until it provides any recovery schedule pursuant to Section 23(e) herein.

Failure to provide a satisfactory preliminary or fully complete Project schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 44 of this Contract.

The fully complete Project schedule for accomplishing the Work shall be a Critical Path Method (CPM) schedule, unless a bar graph schedule is allowed by the Owner, in its sole discretion. The format of the Project schedule shall be defined and submitted as part of the Contractor's initial submittal of the Schedule of Values. If a bar graph schedule is allowed, then where a CPM schedule or critical path is referenced elsewhere in this Contract, such shall be deemed to refer to the bar graph schedule, which shall be considered an acceptable substitute.

(b) **Bar Graph Schedule:** Where a bar graph schedule is allowed, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Owner reserves the right to require such additional or other level of detail as the A/E or Owner may consider necessary or appropriate to adequately define the progress of various components of the work.

The Contractor shall allow sufficient time in its schedule for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

(c) **CPM Schedule:** A CPM schedule shall be in the time-scaled precedence format using the Contractor's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format.

The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the Work, including not only the actual construction Work for each trade, but also the submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed by the Contractor. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within the Time for Completion, by the Contract Completion Date and any interim deadlines established by the Contract.

The Contractor shall allow sufficient time in its schedule for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each Work activity shall be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work within the Contract Time for Completion or by the Contract Completion Date and any interim deadlines established by the Contract.

When completed, the CPM schedule shall be submitted to the Architect/Engineer and the Owner for review. The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time, whether "free float" or "total float" as defined in Section 5, shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Time for Completion or the Contract Completion Date. Extensions to the Time for Completion or the Contract Completion Date, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change provided that the Owner has reasonably provided information necessary to allow for the orderly progression of the Work. The CPM schedule shall have no line-item activities longer than thirty (30) days in duration, and activities shall be included to provide sufficient detail for effectively managing the sequence of the Work. When acceptable to the Owner and the Architect/Engineer as to compliance with the requirements of this Section, the schedule shall become the CPM schedule for the Project. Acceptance of the schedule by the Owner does not indicate agreement with nor responsibility for the proposed or actual duration of any activity shown on the accepted schedule.

Additional CPM Schedule requirements may be included in the Specifications. Such requirements may include, but shall not be limited to showing: (i) what part of the Contract Price (expressed in U.S. dollars) is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price; and (ii)the planned workforce

(crew size and number of crews) and the major pieces of equipment required for each activity on the schedule.

(d) **Monthly Project Reports**: The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the A/E along with its monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The Contractor shall submit a monthly report of the status of all activities. The monthly status report submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders and the manufacture, testing and installation of materials, supplies and equipment. The form shall be approved by the A/E and the Owner; however, a CPM schedule marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures it is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded.

(e) **Progress Delay**: Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

(1) The Contractor's monthly progress report indicates delays that are, in the opinion of the A/E or the Owner, of sufficient magnitude that the Contractors ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question;

(2) The CPM schedule sorted by early finish shows the Contractor to be thirty (30) or more days behind the critical path schedule at any time during construction up to thirty (30) days prior to scheduled Substantial Completion date;

(3) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the CPM schedule which, in the opinion of the Architect/Engineer or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with the current accepted, fully completed, Project CPM schedule as updated by approved change orders.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

(f) **Early Completion of Project**: The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this

Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay damages to the Owner because of its failure to achieve Substantial Completion by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for achieving Substantial Completion early nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to achieve Substantial Completion earlier than the date required by the Contract Documents.

If the Contractor seeks to change the Time for Completion or the Contract Completion Date to reflect an earlier completion date, it may request or propose such a change. The Owner may, but is not required to, accept such proposal. However, a change in the Time for Completion or the Contract Completion Date shall be accomplished only by Change Order. If the Contractor's proposal to change the Time for Completion or the Contract Completion Date is accepted, a Change Order will be issued stating that all references in the Contract to the Time for Completion or the Contract Completion Date shall thereafter refer to the date as modified, and all rights and obligations, including the Contractor's liability for actual damages, delay damages and/or liquidated damages, shall be determined in relation to the date, as modified.

24. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

(a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Architect/Engineer and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.

All requests for payment shall be made on the Schedule of Values and Certificate for Payment. Succeeding pages may be on the approved continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner in an approved electronic format acceptable to the Owner in its sole discretion (e.g. EXCEL) with the initial request for payment.

(b) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off Site.

(c) The "Value of Work Completed" portion of the Schedule of Values shall be completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached to each Certificate for Payment. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the A/E, are necessary or sufficient to justify payment of the amount requested.

(d) The labor progress for any task or activity shall be calculated based upon the percentage of Work complete up to fifty percent (50%) of the completion of the task or activity. Thereafter, the evaluation of labor progress will be based upon the effort required to complete that task or activity. The material progress shall be calculated as the invoiced dollar cost of materials used in relationship to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed materials as well as that

stored on the Site and may be given for any material stored off Site which has been documented and certified by the Architect/Engineer in accordance with Section 39 of this Contract.

(e) Should Work included in previous Schedule of Values submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first Schedule of Values submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

25. ACCESS TO WORK

The Architect/Engineer, the Owner, the Owner's Project Manager, the Owner's inspectors and other testing personnel, inspectors from the Department of Labor and Industry, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection.

26. SURVEYS AND LAYOUT

(a) The Owner shall furnish the Contractor with all necessary documents showing property lines and the location of existing buildings and improvements. The Contractor shall provide competent surveying and engineering services to execute the Work in accordance with the Contract and shall be responsible for the accuracy of these surveying and engineering services.

(b) The Owner shall provide such general reference points and benchmarks on the Site as will enable the Contractor to proceed with the Work will be established in the Plans and Specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, it shall promptly notify the Architect/Engineer.

(c) The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without written notice to the Architect/Engineer and written approval from the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

27. PLANS AND SPECIFICATIONS

(a) The general character and scope of the Work are illustrated by the Plans and the Specifications. If the Contractor deems additional detail or information to be needed, it may request the same in writing from the Architect/Engineer. The Contractor's request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Architect/Engineer shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions at no additional cost or time to the Owner.

(b) If the Contractor finds a conflict, error, or other discrepancy in the Plans or Specifications, it shall notify the Architect/Engineer in writing as soon as possible, but before proceeding with

the affected Work. The Architect/Engineer shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work it shall notify the A/E and Owner of such prior to proceeding with that Work and it shall submit a request for Change Order along with a detailed substantiating cost proposal to the Owner, with a copy to the A/E, within fourteen (14) calendar days. If such conflict, error, omission or other discrepancy in plans or specifications was reasonably apparent or with reasonable diligence should have been apparent to the Contractor prior to submitting its bid, and the Contractor failed to submit questions to the A/E in the time and manner required by the Instructions to Bidders, then any claims shall be deemed waived and the Contractor shall not be entitled to additional compensation or time, or entitled to sue the Owner based on such conflict, error, omission or other discrepancy. If the Contractor performs any Work, or is delayed in performing any Work, where such Work involves a conflict, error, omission, or other discrepancy in the plans and specifications that the Contractor knew about, or with reasonable diligence should have known about, and fails to notify the A/E and Owner as required, the Contractor shall assume full responsibility for such performance or delay and shall bear all costs attributable to correcting any Work requiring correction or to any delay, and such conflict, error, omission, or other discrepancy shall not be the basis for a claim, cause of action or right to sue the Owner.

(c) In case of differences between small and large scale drawings, the large scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.

(d) Where the word “similar” appears on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

(e) The Specifications are divided into several parts, or sections, for convenience only, since the entire Specifications must be considered as a whole. The divisions of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work and for the compensation of the trades, Subcontractors and vendors for the Work performed.

(f) Measurements or dimensions shown on the Drawings for Site features, utilities and structures shall be verified at the Site by the Contractor before commencing the Work. The Contractor shall not scale measurements or dimensions from the Drawings. If there are discrepancies, the Architect/Engineer shall be consulted. If new Work is to connect to, match with or be provided in existing Work or an existing structure, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

(g) As-Built Drawings: The Contractor shall maintain at the Site for the Owner one copy of all Drawings, specifications, addenda, approved shop or setting drawings, Change Orders and other modifications (collectively referred to herein as “As-Built Drawings”) in good order and marked to record all changes as they occur during construction. These shall be available to the Architect/Engineer, the Owner, the Project Inspector, the Owner’s other inspectors and to the Owner’s testing personnel. The Drawings shall be neatly and clearly marked in color during construction to record all variations made during construction. The representation of such variations shall include such supplementary notes, symbols, legends, and details as may be necessary to clearly show the as-built construction.

(h) Record Drawings: Upon completion of the Work and prior to the final inspection, the Contractor shall deliver to the Architect/Engineer, for preparation of the Record Drawings, one complete set of "As-Built Drawings" referred to in the preceding subsection.

28. SUBMITTALS

(a) The Contractor shall submit a listing of all Submittals required by the A/E or the Contract Documents or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Architect/Engineer. The Contractor shall identify all Submittals with the Project Title as required by Section 6(e).

(b) Submittals shall be forwarded to the Architect/Engineer for approval if required by the Specifications or if requested by the Architect/Engineer or the Owner. No part of the Work dealt with by a Submittal shall be ordered, fabricated or installed by the Contractor, save at its own risk, until such approval has been given.

(c) The Contractor shall furnish to the Architect/Engineer for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required by this Contract for materials, the Contractor shall furnish full information concerning the materials or articles which it contemplates incorporating in the Work. When required, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

(d) Unless otherwise indicated or required elsewhere in the Specifications, shop drawings shall be submitted in the form of one reproducible tracing and three (3) blue line or black line prints. Catalog cuts, product data and other non-reproducible literature, except certificates, shall be submitted in six (6) copies minimum, of which three (3) will be retained by the Architect/Engineer and the remainder will be returned to the Contractor. If mutually agreed to in writing by the Owner, Architect/Engineer, and Contractor, Submittals may be provided in electronic format in lieu of hardcopy format.

(e) Submittals shall be accompanied by a letter of transmittal which shall list the Project Title, the Submittals included, the Specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project. Cross reference to the Plans or Specifications as needed to identify the use for which the item or component is intended.

(f) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.

(g) After checking each Submittal, the Contractor shall stamp each sheet of the Submittal with the Contractor's review stamp. Data submitted in a bound volume or on one sheet printed on two sides, may be stamped on the front of the first sheet only. The Contractor's review stamp shall be worded as follows:

The equipment and material shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract drawings and specifications unless otherwise shown in bold face type or lettering and listed on a page or pages headed "DEPARTURES FROM DRAWINGS AND SPECIFICATIONS", and can be installed in the allocated spaces. Reviewed by _____ Date_____

The person signing the review stamp shall be the person designated in writing by the Contractor as having that authority. (A copy of such designation shall be forwarded to the A/E prior to or with the first Submittal.) The signature on the stamped review statement shall be handwritten in ink or in the case of electronic submittals, electronically signed in accordance with §59.1-479 et seq. of the Code of Virginia.. Stamped signatures are not acceptable.

(h) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking.

(i) If a Submittal indicates a departure from the Contract requirements, the Architect/Engineer may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate.

(j) The Architect/Engineer is responsible to the Owner, but not to the Contractor, to verify that the Submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in Submittals are of the quality specified and will function properly, and that the Submittals comply with the Contract Documents.

(k) The Work shall be in accordance with approved Submittals. Approval of the Contractor's Submittals by the Architect/Engineer does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.

(l) The plans and/or specifications may indicate that the Architect/Engineer designed or detailed a portion of the plans around a particular product (most commonly a piece of equipment). Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the responsibility of the Contractor and shall be made at no extra cost to the Owner. If the plans were noted as designed or detailed around a particular product and/or if a product is named when a "brand name or equal" specification has been used, this is not intended to favor or preclude the use of other products pursuant to Section 29.1 of this Contract. Rather such design merely acknowledges the reality that in many instances the Architect/Engineer must have a basis to design and detail around for dimensions and characteristics of a product or system.

(m) Additional Submittal requirements are shown in the Specifications.

29. FEES, SERVICES AND FACILITIES

(a) The Contractor shall obtain all permits, except the Building Permit, and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for

temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes unless otherwise specifically stated in the Contract Documents.

(b) If the Contract Documents provide that water or electric service is to be furnished by the Owner, such will be furnished by the Owner subject to reasonable use by the Contractor, only to the extent and capacity of present services. The Contractor shall be responsible for providing required connections, temporary wiring, piping, etc. to these services in a safe manner and in accordance with applicable codes. All temporary wire, pipe, etc. shall be removed before the Substantial Completion inspection. Acceptance by the Contractor of the use of Owner's water and electricity constitutes a release to the Owner of all claims and of all liability to the Contractor for whatever damages which may result from power and water outages or voltage variations.

(c) The Owner shall pay any connection charges for permanent utility connections directly to the utility Supplier required by the Contract Documents to be connected. The Contractor shall coordinate such connections with the utility Supplier.

(d) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through its Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of every nature whatsoever necessary to execute completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

(e) The Contractor shall provide temporary facilities including Contractor's office space, Owner's Project Inspector office space (if required by the specifications), toilet facilities, and storage space, as required for the operations and the protection of the material and work. Number, sizes and locations shall be subject to approval of the Owner. Sanitary facilities shall be plumbed into an approved waste treatment system or shall be an approved type of chemical toilet and shall be regularly serviced.

29.1 EQUALS

(a) **Brand names:** Unless otherwise stated in the specifications, the name of a certain brand, make or manufacturer denotes the characteristics, quality, workmanship, economy of operation and suitability for the intended purpose of the article desired, but does not restrict the Contractor to the specific brand, make, or manufacturer; it is set forth to convey to the Contractor the general style, type, character and quality of the article specified.

(b) **Equal materials, equipment or assemblies:** Whenever in these Contract Documents, a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. Any other brand, make or manufacturer of a product, assembly or equipment which in the opinion of the Architect/Engineer is the equal of that specified, considering quality, capabilities, workmanship, configuration, economy of operation, useful life, compatibility with design of the Work, and suitability for the intended purpose, will be accepted unless rejected by the Owner as not being equal.

(c) **Substitute materials, equipment or assemblies**: The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the A/E provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the A/E's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the A/E redesign fee and the

proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.

(d) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.

30. AVAILABILITY OF MATERIALS

If a brand name, product, or model number included in the Contract Documents is not available on the present market, alternate equal products or model numbers may be proposed by the Contractor through the Architect/Engineer for approval by the Owner.

31. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that it has clear and good title to all materials and supplies which it uses in the Work or for which it accepts payment in whole or in part.

32. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

(a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.

(b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, it shall notify the Owner and the Architect/Engineer immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

(c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Architect/Engineer, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Architect/Engineer, the Owner, or other inspecting authority, as applicable.

(d) Under the various sections of the Plans or Specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the plans or specifications, in which case the Architect/Engineer will be notified for an interpretation and decision.

(e) Under the various sections of the Plans or Specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made

to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by their trades.

(f) Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation of specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Architect/Engineer for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.

(g) During and/or at the completion of installation of any items, the tests designated in the plans or specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

33. WARRANTY OF MATERIALS AND WORKMANSHIP

(a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.

(b) Work not conforming to these warranties shall be considered Defective.

(c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in the Contract or under Virginia law.

34. USE OF SITE AND REMOVAL OF DEBRIS

(a) The Contractor shall:

(1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contractor;

(2) Store its apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of its Work, the work of any other separate contractor, or any existing activity on, or in proximity to, the Site; and

(3) Place upon the Work, any existing improvements, or any part thereof only such loads as are consistent with the safety of that portion of the Work and/or the existing improvements.

(b) The Contractor expressly undertakes, either directly or through its Subcontractor(s), to effect all cutting, filling or patching of the Work required to make the same conform to the plans and specifications, and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the Work of any other separate contractor. The Contractor shall not damage or endanger any portion of the Work or Site, including existing improvements, unless called for by the Contract.

(c) The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the Site shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building Site, but shall be removed from the Site and properly disposed of in a licensed landfill or otherwise as required by law.

(d) The Contractor expressly undertakes, either directly or through its Subcontractor(s), before Final Payment or such prior time as the Owner may require, to remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the Site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to clean thoroughly all glass installed under the Contract, including the removal of all paint and mortar splatters and other defacements. If the Contractor fails to clean up at the time required herein, the Owner may do so and charge the costs incurred thereby to the Contractor in accordance with Section 14(b) of this Contract.

(e) **The Contractor shall have, On-Site, an employee certified by the Department of Conservation and Recreation as a Responsible Land Disturber who shall be responsible for the installation, inspection and maintenance of erosion control and stormwater management measures and devices.** The Contractor shall prevent Site soil erosion, the runoff of silt and/or debris carrying water from the Site, and the blowing of debris off the Site in accordance with the applicable requirements and standards of the Contract and the Virginia Department of Conservation and Recreation's Erosion and Sediment Control Regulations and the Virginia Stormwater Management Regulations.

35. TEMPORARY ROADS

Temporary roads, if required, shall be established and maintained until permanent roads are accepted, then removed and the area restored to the conditions required by the Contract Documents. Crushed rock, paving and other road materials from temporary roads shall not be left on the Site unless permission is received from the Owner to bury the same at a location and depth approved by the Owner.

36. SIGNS

The Contractor may, at its option and without cost to the Owner, erect signs acceptable to the Owner on the Site for the purpose of identifying and giving directions to the job. No signs shall be erected without prior approval of the Owner as to design and location.

37. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor expressly undertakes, both directly and through its Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.

(b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by the Architect/Engineer, the Owner, or any other persons shall be immediately abated.

(c) The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract.

(d) The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority, local conditions, or the Contract.

(e) In an emergency affecting the health, safety or life of persons or of the Work, existing improvements, or the adjoining property, the Contractor, without special instruction or authorization from the Architect/Engineer or the Owner, shall act at its discretion, to prevent such threatened loss or injury. Also, should the Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the Architect/Engineer or the Owner, it shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 41 of this Contract.

(f) When necessary for the proper protection of the Work, temporary heating of a type approved by the Architect/Engineer must be provided by the Contractor, at the Contractor's expense, unless otherwise specified.

38. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climactic conditions.

39. PAYMENTS TO CONTRACTOR

(a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Architect/Engineer. When evaluating the Contractor's Schedule of Values and Certificate for Payment, the Architect/Engineer will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Architect/Engineer will schedule a monthly pay meeting to occur no earlier than the 25th day of the month represented by the payment request or not later than the 5th day of the following month. The Contractor will submit its monthly estimate of Work completed on the Schedule of Values in accordance with the Contract so that it is received by the Architect/Engineer and the Owner's Project Manager at least one work day prior to the date scheduled by the Architect/Engineer for the monthly pay meeting. The Owner will review the estimate with the Architect/Engineer and the Contractor at the monthly pay meeting, which shall be considered the receipt date, and

may approve any or all of the estimate of Work for payment. In preparing estimates, the material delivered to the Site and preparatory Work done shall be taken into consideration, if properly documented as required by Section 24 of this Contract, or as may be required by the Architect/Engineer so that quantities may be verified. In addition to material delivered to the Site, material such as large pieces of equipment and items purchased specifically for the Project, but stored off the Site within the Commonwealth of Virginia, may be considered for payment, provided all of the following are accomplished prior to the submission of the monthly payment request in which payment for such materials is requested:

(1) The Contractor must notify the Owner in writing, at least ten (10) days prior to the submission of the payment request, through the Architect/Engineer, that specific items will be stored off Site in a designated, secured place within the Commonwealth of Virginia. The Schedule of Values must be detailed to indicate separately both the value of the material and the labor/installation for trades requesting payment for stored materials. By giving such notification and by requesting payment for material stored off Site, the Contractor warrants that the storage location is safe and suitable for the type of material stored and that the materials are identified as being the property of the Contractor, and agrees that loss of materials stored off the Site shall not relieve the Contractor of the obligation to timely furnish these types and quantities of materials for the Project and meet the Time for Completion or Contract Completion Date, subject to Section 46 (b) of this Contract. If the storage location is more than twenty (20) miles from the Site, the Contractor may be required to reimburse the Owner for the cost incurred for travel to the storage location to verify the Contractor's request for payment for materials stored off Site.

(2) Such notification, as well as the payment request, shall:

(a) itemize the quantity of such materials and document with invoices showing the cost of said materials;

(b) indicate the identification markings used on the materials, which shall clearly reference the materials to the particular project;

(c) identify the specific location of the materials, which must be within reasonable proximity to the Site and within the Commonwealth of Virginia;

(d) include a letter from the Contractor's Surety which confirms that the Surety on the Performance Bond and the Labor and Material Payment Bond has been notified of the request for payment of materials stored off the Site and agrees that the materials are covered by the bond; and

(e) include a certificate of all-risk builder's risk insurance in an amount not less than the fair market value of the materials, which shall name the Owner and the Contractor as co-insureds.

(3) The Architect/Engineer shall indicate, in writing, to the Owner that Submittals for such materials have been reviewed and meet the requirements of the Contract Documents, that the stored materials meet the requirement of the plans and specifications, and that such materials conform to the approved Submittals. Should the Architect/Engineer deem it necessary to visit the storage site to make such review, the Contractor shall bear the costs incurred therewith.

(4) The Owner, through the Architect/Engineer shall notify the Contractor in writing of its agreement to prepayment for such materials.

(5) The Contractor shall notify the Owner in writing, through the Architect/Engineer, when the materials are to be transferred to the Site and when the materials are received at the Site.

(b) Payment will not be made for materials or equipment stored on or off the Site which are not scheduled for incorporation into the Work within the six (6) months next following submission of the request for payment, unless the Contractor has the prior consent of the Owner, which consent may be granted or withheld by the Owner in its discretion if, in the opinion of the Owner, it is not necessary to procure the materials more than six months in advance of use to assure their availability when needed.

(c) No payment shall be made to the Contractor until

(1) The Contractor furnishes to the Owner its Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation or other legal entity;

(2) Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 15 and Section 16 of this Contract have been delivered to the Owner;

(3) For payments on the basis of Work performed by a Subcontractor, until copies of any certificates of insurance required of the Subcontractor under Section 15 have been delivered to the Owner for payments based on Work performed by a Subcontractor; and

(4) The Contractor has (i) submitted a preliminary schedule which is acceptable to the Owner in accordance with Section 23(a), (ii) submitted a fully complete Project schedule accepted by the Owner in accordance with Section 23(a), (iii) maintained the monthly bar graphs or status reports required by Section 23(d), or (iv) provided a recovery schedule pursuant to Section 19(e), as each of them may be required.

(d) In making such partial payments, five percent (5%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of the federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest damages, and the like. (§2.2-4333 of the Code of Virginia)

(e) All materials and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.

(f) The Final Payment, which shall include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the Architect/Engineer and the Owner agree that Final Completion has been achieved and until the Contractor shall deliver to the Owner through the Architect/Engineer a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims, stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the Final Payment may include, but are not limited to, amounts due pursuant to Section 7(g), Section

20(a)-(d), Section 34(d), costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 46(h), and any liquidated or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims, an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier pursuant to Section 40(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into the Circuit Court of Fluvanna County, Virginia, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

(g) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of As-Built drawings, equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 39(f) of this Contract, the Architect/Engineer shall deliver the written Certificate of Completion by the Architect/Engineer to the Owner with a copy to the Contractor stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.

(h) Unless there is a dispute about the compensation due to the Contractor, Defective Work, quality of the Work, compliance with the Contract Documents, completion itself, claims by the Owner, or other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Architect/Engineer at the monthly pay meeting, which shall be considered the receipt date, the Owner shall pay to the Contractor the amount approved by the Architect/Engineer, less the retainage and all prior payments and advances whatsoever to or for the account of the Contractor. In the case of Final Payment, the completed Affidavit of Payment of Claims and the Certificate of Completion by the Contractor and the Certificate of Completion by the Architect/Engineer shall accompany the final Schedule of Values and Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute, subject to any set offs claimed by the Owner. All prior estimates and payments including those relating to extra Work may be corrected and adjusted in any payment and shall be corrected and adjusted in the Final Payment. In the event that any request for payment by the Contractor contains a defect or impropriety, the Owner shall notify the Contractor of any defect or impropriety which would prevent payment by the Payment Date within five (5) days after receipt of the Schedule of Values and Certificate for Payment by the Owner from the Architect/Engineer.

(i) No interest of any kind shall accrue on payments owed to the Contractor by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee.

(j) The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work, except for things done or furnished which are the subject of unresolved claims for which the Contractor has filed a timely written notice of intent, provided a claim is submitted no later than sixty (60) days after Final Payment. Acceptance of any interest payment by the Contractor shall be a release of the Owner from claims by the Contractor for late payment.

(k) No certificate for payment issued by the Architect/Engineer, and no payment, final or otherwise, no certificate of completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work or operate to release the Contractor or its Surety from any obligation under the Contract, the Standard Performance Bond or the Standard Labor and Material Payment Bond.

40. PAYMENTS BY CONTRACTOR (§2.2-4354, Code of Virginia)

Under §2.2-4354, Code of Virginia, the Contractor is obligated to:

(a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract,

(1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or

(2) Notify the Subcontractor or Supplier, in writing, of its intention to withhold all or a part of the Subcontractor's or Supplier's payment with the reason for nonpayment.

(b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this Contract, except for amounts withheld as allowed under Subsection (a)(2) of this Section. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

(c) Require (i) individual Subcontractors and Suppliers to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers and proof of their authorization to transact business in Virginia from the State Corporation Commission.

(d) Include in each of its subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that the Subcontractor has paid each of its suppliers and lower tier

subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to Subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.

41. CHANGES IN THE WORK

(a) The Owner may at any time, by written order utilizing a Change Order and without notice to the Sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without notice to Sureties. At the time of the Preconstruction Meeting described in Section 52(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner with such a change shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in this Contract. The Contractor agrees and understands that the authority of the Owner's designee is limited by §2.2-4309 of the Code of Virginia and any other applicable statute.

In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Owner:

(1) **Fixed Price:** By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials and equipment required as well as any mark-up used. The price change shall include the Contractor's reasonable overhead and profit including overhead for any unreasonable delay arising from or related to the Change Order and/or the change in the Work if such is caused by the fault of the Owner. See Subsections (d), (e) and (f) below.

(2) **Unit Price:** By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.

(3) **Cost Reimbursement:** By ordering the Contractor to perform the changed Work on a cost reimbursement basis by issuing two Change Orders citing this Subsection, an initiating Change Order, authorizing the changed Work, and a confirming Change Order approving the additional cost and time for the changed Work. The initiating Change Order shall:

(i) Describe the scope or parameters of the change in the Work;

(ii) Describe the cost items to be itemized and verified for payment and the method of measuring the quantity of work performed;

(iii) Address the impact on the schedule for Substantial Completion;

(iv) Order the Contractor to proceed with the change to the Work;

(v) Order the Contractor to keep in a form acceptable to the Owner, an accurate, itemized account of the actual cost of the change in the Work, including, but not limited to, the actual costs of labor, materials, equipment, and supplies;

(vi) Order the Contractor-to annotate a copy of the Project schedule to accurately show the status of the Work at the time this first Change Order is issued, to show the start and finish dates of the changed Work, and the status of the Work when the changed Work is completed; and

(vii) State that a confirming Change Order will be issued to incorporate the cost of the ordered change in the Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date.

The Contractor shall sign the initiating Change Order acknowledging he has been ordered to proceed with the change in the Work. The Contractor's signature on each initiating Change Order citing this Subsection 41(a)(3) as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the ordered Work.

Except as otherwise may be agreed to in writing by the Owner, the Contractor’s costs shall not exceed those prevailing for the trades or crafts (based upon rates established by the US Department of Labor, Bureau of Labor Statistics, or other generally recognized cost data publication),, materials, and equipment in the locality of the Project, may include only those items listed as allowable in Subsection 41(e), and shall not include any of the costs listed as not allowable in Subsection 41(f). The Owner shall be permitted, on a daily basis, to verify such records and may require such additional records as are necessary to determine the cost of the change to the Work.

Within fourteen (14) days after the conclusion of such ordered Work, the Contractor and the Owner shall reach agreement on (i) a cost for the ordered Work, based on the records kept and the Contractor’s allowance for overhead and profit determined in accordance with the provisions set forth in Subsections 41(d), (e) and (f) below, and (ii) the change in the Contract Time for Completion or Contract Completion Date, if necessary, as a result of the ordered Work. Such costs and time shall be incorporated into a confirming Change Order which references the initiating Change Order. If agreement on the cost and time of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may submit a claim for the disputed cost or time as provided for in Section 50.

(4) By issuing a unilateral change order in the amount deemed appropriate by the Owner for the Work. If the Contractor objects to the amount or scope of the change order then the Contractor may within the fourteen (14) days of the date of the change order file a claim for the disputed amount as provided for in section 50.

(b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon its Work, including any increase or decrease in the Time for Completion or Contract Completion Date and the Contract Price. The Contractor shall furnish to the Owner an itemized

breakdown of the quantities and prices used in computing the proposed change in Contract Price.

The Owner shall review the Contractor's proposal and respond to the Contractor within thirty (30) days of receipt. If a change to the Contract Price and Time for Completion or Contract Completion Date are agreed upon, both parties shall sign the Change Order. If the price and time are not agreed upon, the Owner may direct the Contractor to proceed under Subsection 41(a)(3). Change Orders shall be effective when signed by both parties.

(c) In figuring changes, any instructions for measurement of quantities set forth in the Contract shall be followed.

(d) Overhead and profit for both additive and deductive changes in the Work (other than changes covered by unit prices) shall be paid by applying the specified percentage markups only on the net cost of the changed Work (i.e. difference in cost between original and changed Work excluding overhead and profit). Said percentages for overhead and profit shall reasonably approximate the Contractor's overhead and profit, but shall not exceed the percentages for each category listed below:

(1) If a Subcontractor does all or part of the changed Work, the Subcontractor's markup for overhead and profit on the Work it performs shall be a maximum of fifteen percent (15%). The Contractor's mark-up for overhead and profit on the subcontractor's price shall be a maximum of ten percent (10%).

(2) If the Contractor does all or part of the changed Work, its markup for overhead and profit on the changed Work it performs shall be a maximum of fifteen percent (15%).

(3) If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's markup on that Work shall be a maximum of fifteen percent (15%). The markup for overhead and profit of a sub-subcontractor's Work by the Contractor and all intervening tiers of Subcontractors shall not exceed a total of ten percent (10%).

(4) Where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract Price attributable to that Work shall be deducted from the Contract Price. However, in the event that material Submittals have been approved and orders placed for said materials, a lesser amount, but in no case less than eighty percent (80%) of the Contract Price attributable to that Work, shall be deducted from the Contract Price. The credit to the Owner for reduced premiums on labor and material bonds and performance bonds shall in all cases be one hundred percent (100%).

(e) Allowable costs for changes in the Work may include, but are not limited to, the following:

(1) Labor costs for employees directly employed in the change in the Work, including salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the Owner.

(2) Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable. If applicable, all cash discounts shall accrue to the Contractor, unless the Owner deposits funds with the Contractor to make such payments, and all trade discounts, rebates, refunds, and returns from the sale of surplus materials shall accrue to the Owner.

(3) Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work, if rented expressly for accomplishing the change in the Work, the cost shall be the rental rate according to the terms of the rental agreement, which the Owner shall have the right to approve. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment. If applicable, transportation costs may be included.

(4) Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of its notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. The cost of the increase in premium shall be an allowable cost but shall not be marked up.

(5) Contractor and Subcontractor overhead costs as set forth in Subsection (d) markups above.

(6) **Agreed Compensation for Overhead for Changes to Time for Completion or Contract Completion Date for Changes to the Work:** If the change in the Work also changes the Time for Completion or Contact Completion Date by adding days to complete the Work, an itemized accounting of the following direct Site overhead and home office overhead and other indirect overhead expenses set forth in subparagraphs (i) and (ii) below may be considered as allowable costs for compensation in addition to those shown above:

(i) **Direct Site Overhead Expenses:**

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities for each day added. All other direct expenses are covered by and included in the Subsection 41(d) markups above.

(ii) **Home Office and Other Indirect Overhead Expenses:**

A five percent (5%) markup on the above direct Site overhead expenses will be allowed as compensation for the Contractor's home office overhead and all other direct or indirect overhead expenses for days added to the Time for Completion or the Contract Completion Date for a change in the Work. All other overhead and other direct or indirect overhead expenses are covered by and included in this markup and the Subsection (d) markups above. (7) Any other costs directly attributable to the change in the Work with the exception of those set forth in Subsection 41(f) below.

(7) Any other costs directly attributable to the change in the Work with the exception of those set forth in Subsection 38(f)_below.

(f) Allowable costs for changes in the Work shall not include the following:

(1) Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of

material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.

(2) Home office expenses including payroll costs for the Contractor's officers, executives, administrators, project managers, accountants, counsel, engineers, timekeepers, estimators, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups allowable in Subsection 41(d) above.

(3) Home and field office expenses not itemized in Subsection 41(e)(6) above. Such items include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment, and other general overhead expenses.

(g) All Change Orders, except the initiating Change Orders authorizing work citing Subsection 41(a)(3) procedures, must state that the Contract Time for Completion or Contract Completion Date is not changed or is either increased or decreased by a specific number of days. The old Time for Completion and, if changed, the new Time for Completion must be stated.

If the Contractor requests an extension to the Time for Completion or a later Contract Completion Date, it must provide written justification for the extension to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase or decrease in the time needed to complete some portion of the total Work. No extension to the Time for Completion or Contract Completion Date shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the critical path beyond the Time for Completion or Contract Completion Date. If approved, the increase in time required to complete the Work shall be added to the Time for Completion or Contract Completion Date.

The Owner may decrease, by Change Order, the Time for Completion or Contract Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to complete the Work as demonstrable on the Bar Graph Schedule or on the CPM Schedule, whichever is appropriate. The Contractor may submit a request to decrease, by Change Order, the Time for Completion or Contract Completion Date under the procedures and subject to the considerations set forth in Section 23(f). No request for such decrease shall be considered for approval unless the proposed shorter schedule is otherwise acceptable under Sections 23 (b) or (c) whichever is applicable. The Change Order decreasing the Time for Completion or changing the Contract Completion Date must be signed by both the Owner and the Contractor.

All Change Orders, except the initiating Change Orders under Subsection 41(a)(3), shall include all time and monetary impacts of the change, whether the Change Order is considered alone or with any or all other changes during the course of the Project. Failure to include a change to Time for Completion, or Contract Completion Date and changes in the Contract Price attributable to the change in time under Subsections'41(a)(1) or (2) Change Orders or a confirming Change Order under Subsection 41(a)(3) shall waive any change to the Time for Completion, Contract Completion Date and Contract Price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the

Change Order. Such a determination may be postponed not more than forty-five (45) days to give the Contractor an opportunity to demonstrate a change in the time and price needed to complete the Work. During any such postponement, the Work shall proceed, unless the Owner agrees otherwise.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Contract Price, or due to the Contractor's refusal to proceed with any of the Work, pending agreement on a change in time or price, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Contract Completion Date or for an increase in the Contract Price or for damages for delay and shall not give rise to any cause of action against the Owner by the Contractor.

(h) The acceptance by the Contractor of any payment made by the Owner under a Change Order shall be and operate as a release to the Owner of all claims by the Contractor and of all liability owing to the Contractor for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by the Owner shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or its surety from any obligation arising under the Contract or the Standard Performance Bond or Standard Labor and Material Payment Bond.

(i) Payments will not be made for any Work, labor or materials performed on a unit price or a Subsection 41(a)(3) basis until the Contractor has furnished the Owner documents, certified as true and correct by an authorized officer or agent of the Contractor, evidencing the cost of such Work, labor, and materials. The Owner may require any or all of the following documentation to be provided by the Contractor:

For Work performed on a Unit Price basis:

(1) Certified measurements of authorized and approved excavations, over-excavations, fills and/or backfills, and similar work; and/or

(2) Certified measurements of piling installed, caissons installed, and similar work; and/or

(3) Daily records of waste materials removed from the Site and/or fill materials imported to the Site.

For Work performed on a Subsection 41(a)(3) basis:

(1) certified payroll records showing the name, classification, date, daily hours, total hours, rate, and extension for each laborer, foreman, supervisor or other worker;

(2) equipment type and model, dates, daily hours, total hours, rental rate or other specified rate and extension for each unit of equipment;

(3) invoices for materials showing quantities, prices, and extensions;

(4) daily records of waste materials removed from the Site and/or fill materials imported to the Site;

(5) certified measurements of over-excavations, piling installed and similar work; and/or

(6) transportation records for materials, including prices, loads, and extensions.

Requests for payment shall be accompanied and supported by invoices for all labor, materials and equipment used and for all transportation charges claimed. If materials come from the

Contractor's own stock, then an affidavit may be furnished, in lieu of invoices, certifying quantities, prices, etc. to support the actual cost.

42. EXTRAS

If the Contractor claims that any instructions given to it by the Architect/Engineer or by the Owner, by Drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, it shall give the Architect/Engineer and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than fourteen (14) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than fourteen (14) days after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 41 of this Contract, and any additional compensation shall be determined by one of the three (3) methods provided in Section 41, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this Section, is given by the Contractor and unless such Work is performed pursuant to written Change Order as provided in Section 41. The Change Order shall designate which of the three (3) methods for computing charges and credits set forth in said Section 41(a) shall be used. If the Owner does not agree, then any claims for compensation for the extra Work shall be filed in accordance with Section 50.

43. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by it, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Architect/Engineer when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon ten (10) calendar days written notice to the Owner and the Architect/Engineer, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that it would have had profit on the entire Contract if it had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's Surety on its payment and performance bonds.

44. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

(a) If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials and equipment; or if it should fail to perform the Work in a diligent, efficient, workmanlike, skillful, and careful manner; or if it should fail or refuse to perform the Work in accordance with the Contract Documents; or if it should fail to make prompt payment to Subcontractors or Suppliers of material or labor; or if it should disregard laws, ordinances, regulations, or the written instructions of the Architect/Engineer or the Owner; or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.

(b) Prior to termination of the Contract, the Owner shall give the Contractor and its surety ten (10) days written notice pursuant to Section 5 ("Notice") of this Contract, during which the Contractor and/or its Surety may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period without further notice to the Contractor. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or its Surety that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor and/or its Surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor and its surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's Surety on its payment and performance bonds.

(1) (c) Upon termination of the Contract becoming effective, the Owner shall take possession of the Site and of all materials, tools and equipment thereon and shall proceed as follows:

The Owner may finish the Work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.; and

The Owner shall provide Notice to the Surety that termination of the Contract became effective and their actions shall conform to the terms of Standard Performance Bond and this Contract

(d) If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner and the Contractor's rights and remedies shall be solely limited to those provided by Section 45 of this Contract.

(e) Termination of the Contract under this Section is in addition to and without prejudice to any other right or remedy of the Owner. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. The provisions of this Section shall survive termination of the Contract.

45. TERMINATION BY OWNER FOR CONVENIENCE

(a) Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination pursuant to Section 5 ("Notice") of this Contract. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces, equipment and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders as may be designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

(1) Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment through the date of termination;

(2) All amounts then otherwise due under the terms of this Contract associated with the Work performed prior to the date of termination; and

(3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination.

The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature. The Contract agrees to waive all claims against the Owner for any consequential damages that may arise from or relate to the Owner's termination of the Contract including, but not limited to, damages for loss of revenue, income, profit, business, reputation, or bonding capacity.

(b) In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's Surety on its payment and performance bonds.

(c) Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under this Contract or under the law. The provisions of this Section shall survive termination of the Contract.

46. DAMAGES FOR DELAYS; EXTENSION OF TIME

(a) **Excusable Non-Compensable Delays:** If and to the extent that the Contractor is delayed at any time in the progress of the Work by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, with the exception of delays caused by weather provided for in Section 10, for which the Contractor intends to request an extension of either the Time for Completion or the Contract Completion Date, as the case may be, then the Contractor shall give the Owner and Architect/Engineer written notice of the delay within fourteen (14) calendar days of the inception of the delay. The Contractor shall also give written notice to the Owner and Architect/Engineer of the termination of the delay not more than fourteen (14) days after such termination. If the Owner agrees with the existence and impact of the delay, the Owner shall extend the Time for Completion, the Contract Completion Date or Final Completion Date, as the case may be, for the length of time that the date for Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay. No extension of the Time for Completion or Contract Completion Date shall be granted unless the Contractor demonstrates a delay in the critical path of the approved CPM schedule, or bar graph schedule, if applicable.

(b) **Excusable Compensable Delays:** If and to the extent that the Contractor is unreasonably delayed at any time in the progress of the Work by any acts or omissions of the Owner, its agents or employees, and due to causes within the Owner's control, and the Contractor intends to request an extension of either the Time for Completion or the Contract Completion Date, as the case may be, and/or additional compensation for damages, if any, caused by the

delay, then the Contractor shall notify the Owner and the Architect/Engineer immediately at the time of the occurrence giving rise to the delay by the fastest means available and shall give written notice no later than two (2) working days after inception of the delay. The Contractor's written notice shall specify the nature of the delay claimed by the Contractor, the cause of the delay, and the impact of the delay on the Contractor's Work schedule. The Owner shall then have three (3) working days to respond to the Contractor's notice with a resolution, remedy, or direction to alleviate the delay, or rejection of the Contractor's notice of delay. The Owner's failure to respond within the time required shall be deemed to be a rejection of the Contractor's notice. The Contractor shall also give written notice to the Owner and Architect/Engineer of the termination of the delay not more than fourteen (14) days after such termination. If and to the extent that a delay is caused by or due to the Owner or A/E taking any actions permitted or required by the Contract, the Contractor shall be entitled to an extension of time or additional compensation only for the portion of the delay that is unreasonable, if any.

(c) **Non-Excusable Non-Compensable Delays:** The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays if and to the extent they are (1) caused by acts or omissions, fault or negligence of the Contractor or its subcontractors, agents or employees or due to foreseeable causes within their control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or from the failure to furnish enough properly skilled workers, proper materials or necessary equipment to diligently perform the work in a timely manner in accordance with the Project schedule; or (2) due to causes that would entitle the Owner to recover delay costs or damages.

(d) No extension of time or additional compensation, if applicable, will be granted for any delay unless the claimed delay directly affects the critical path of the approved CPM schedule and any Float has been consumed. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed in Subsections (a) or (b) above, whichever applies. Furthermore, no extension of time or additional compensation shall be given for any delay unless a written request therefor is made in writing to the Owner, with a copy to the Architect/Engineer, within twenty (20) days of the end of the delay. The request shall state the cause of the delay, the number of days of extension requested and any additional compensation requested by the Contractor. Failure to give written notice of either the inception or the termination of the cause of delay or failure to present a claim for extension of time and/or monetary compensation within the times prescribed shall constitute a waiver of any claim for extension or additional compensation based upon that cause.

(e) Requests for extensions of time and/or compensation for delays pursuant to Subsection (b) above must be substantiated by itemized data and records clearly showing that the Work delayed was on the critical path of the approved CPM schedule, as modified, and that the additional time and/or costs incurred by the Contractor are directly attributable to the delay in the Work claimed. Furthermore, compensation for delay shall be calculated from the contractual Time for Completion or Contract Completion Date, as adjusted by Change Order, and shall not be calculated based on any early completion planned or scheduled by the Contractor, unless a Change Order has been executed pursuant to Section 23(f) changing the Time for Completion or the Contract Completion Date to reflect such early completion. See Section 23 for procedures for the Contractor to follow if it plans early completion of the Work and wishes to request a Change Order reflecting the early completion date.

Agreed Compensation/Liquidated Damages for Owner Delay:

If and to the extent that the Contractor is entitled to an extension in the Time for Completion or the Contract Completion Date and additional compensation purely as a result of a delay under Subsection 46(b) and not as a result of a change in the Work under Section 41, the agreed compensation and liquidated damages due the Contractor for days added to the Time for Completion or the Contract Completion Date for each day of such delay shall be the per diem expenses as determined from an itemized accounting of the direct Site overhead expenses and home office and other indirect overhead expenses only as specified in Subsections 41(e)(6)(i) and (ii). These expenses shall exclude any and all expenses specified in Subsection 41(f).

(f) If the Contractor submits a claim for delay damages pursuant to Subsection 46(b) above, the Contractor shall be liable to the Owner for a percentage of all costs incurred by the Owner in investigating, analyzing, negotiating and litigating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim which is determined through litigation to be false or to have no basis in law or in fact. (Section 2.2-4335.C., Code of Virginia)

(g) Any change in the Contract Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.

(h) **Agreed Compensation/Liquidated Damages for Contractor Delay:** If the Contractor fails to complete the Work within the Time for Completion or by the Contract Completion Date, the Contractor shall be liable to the Owner in the amounts set forth in the Subsection (j) below not as a penalty, but as fixed, agreed, and liquidated damages for delay until the Work is substantially or finally completed as the case may be. In addition to liquidated damages for delay the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work and abandonment of the Contract.

(i) It is imperative that the Work in this Contract be substantially completed not later than the dates required in this Contract for various reasons, which may include giving time for the Owner to furnish and equip the facility and allowing the Owner to meet other obligations. The Contractor represents and agrees that it has taken into account in its bid the requirements of the bid documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factors which may affect performance of the Work. The Contractor agrees and warrants that it will achieve substantial completion of the Work not later than the Time for Completion or Contract Completion Date.

(j) Subject to the provisions of the Contract allowing for extension of time allowed for completion of the Work, if the Work is not substantially completed by the Time for Completion or Contract Completion Date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars ($500.00) per day for each and every calendar day of delay in Substantial Completion of the Work beyond the required date of Substantial Completion. Likewise, if the Work is not finally completed by the specified date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars ($500.00) per day for each and every calendar day of delay in final completion of the Work. The Contractor waives any and all defenses as to the validity of any liquidated damage provisions in the Contract Documents, or of any liquidated damages assessed against the Contractor, on the grounds that such damages are void as penalties or are not reasonably related to actual damages.

47. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

(a) The Contractor shall notify the Owner, in writing on the Certificate of Partial Substantial Completion by the Contractor (Form CO-13.2a), of the date when the Work or designated portion thereof, will be, in its opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach its written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Architect/Engineer's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter nor shall the Architect/Engineer's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Architect/Engineer.

The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in Section 25 of this Contract. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a “punch list”, which must be finished and corrected to obtain Final Completion.

After successful completion of the testing and the Architect/Engineer determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Architect/Engineer shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Architect/Engineer (Form CO-13.1) that the work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

(b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor (Form CO-13.2), of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach its endorsement as to whether or not he concurs in the Contractor’s statement that the Work will ready for inspection and testing on the given date. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and Final Payment shall be made in accordance with Section 39 of this Contract.

(c) The Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion reinspections are required, the Contractor shall reimburse the Owner for all costs of reinspection or, at the Owner’s option, the costs may be deducted from payments due to the Contractor.

(d) A representative from the Fluvanna County Fire Department will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and advise the Owner whether the Work meets the fire safety requirements of the applicable building code.

(e) Approval of Work at or as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

48. GUARANTEE OF WORK

(a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for one (1) year from the date of Final Completion of the entire Project by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Special Conditions, or by separate agreement. At six (6) months and eleven (11) months after substantial completion, the Contractor shall meet with the Owner to review the status of and assign value to any unresolved warranty, guarantee, and punch list items.

(b) If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Architect/Engineer which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two (2) weeks after the guarantee period expires, and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein;

(2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or Architect/Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and

(3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the provisions of this Section.

(c) In any case, when in fulfilling the requirements of the Contract and this guarantee or any other guaranty or warranty, the Contractor disturbs any work performed by a separate contractor, the Contractor shall restore such work to a condition satisfactory to the Architect/Engineer and the Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and its surety shall be liable for all expense incurred.

(e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.

(f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.

(g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 33. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to its other obligations under the Contract Documents.

(h) In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection provided by Section 47 of this Contract, the first Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its Work. The first Contractor and the contractor making the modifications shall each be solely responsible for its respective work. The contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work by its modification. If the first Contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into its Work, it shall be the burden of the Contractor making the claim to demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if it asserts that defects in its work were caused by the contractor whose work it is modifying.

(i) The Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, representatives, agents and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including but not limited to attorney's fees, of any kind or nature whatsoever, arising from or relating to any bodily injury, including sickness, disease or death, or any property damage, that result from or arise out of the work performed by the Contractor, or by or in consequence of any neglect in safeguarding the Work through the use of unacceptable materials in the Work, or resulting from any act, omission, negligence, or misconduct of the Contractor, any of its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Owner may retain as much of the moneys due the Contractor under the Contract as the Owner considers necessary to ensure that a fund will be available to pay a settlement or judgment of such suits, actions, or claims. If insufficient monies are or will become due, the Contractor's surety and/or insurers will not be released from liability until all such claims and actions have been settled and suitable evidence to that effect has been furnished the Owner.

49. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

50. CONTRACTUAL DISPUTES (§2.2-4363, §2.2-4364, and §2.2-4365, Code of Virginia)

(a) Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after Final Payment; however, written notice of the Contractor's intention to file such claim must be given within fourteen (14) days of the time of the occurrence or beginning of the Work upon which the claim is based. Such notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the Contractor and the nature of the claimed damage. The submission of a timely notice is a prerequisite to recovery under this Section. Failure to submit such notice of intent within the time and in the manner required shall be a conclusive waiver of the claim by the Contractor. Oral notice, the Owner's actual knowledge, or a written notice given after the expiration of fourteen (14) days of time of the occurrence or beginning of the Work upon which the claim is based, shall not be sufficient to satisfy the requirements of this Section. Although the Contractor may be required to submit certain classes of claims prior to Final Payment, and the Contractor is not prevented from submitting claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. All claims shall state that they are "claims" pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by Subsection 50(e), and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the Contractor in accordance with the expected contract performance are routine submissions and shall not be considered claims under this Section. Proposed or requested change orders, demands for money compensation or other relief, and correspondence and e-mails to the Owner or its representatives, which do not strictly comply with the requirements of this Section, shall not be considered claims under this Section.

(b) (b) No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Owner. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) days of submission of the claim at which time the claim shall be deemed denied.

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(c) The decision of the Owner shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within ninety (90) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within ninety (90) days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

(d) In the event that a dispute, claim or controversy between the Owner and the Contractor arises regarding the requirements of the Contract, the performance of the Work, payment due the Contractor, the terms of any Change Order, or otherwise, the Contractor shall not stop, suspend or delay the Work or any part of the Work to be performed under the Contract, or under any Change Order, or as ordered by the Owner. The Contractor shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner.

(e) Along with a claim submitted under this Section, the Contractor shall submit a claim certification form. Claims submitted without the certification form shall not constitute a proper claim and, if not submitted with the certification within the time required, shall be deemed to be waived.

(g) The remedies provided in this Contract, including costs, expenses, damages or extensions of time, shall be the Contractor's sole remedies for the acts, omissions or breaches of the Owner, which shall survive termination or breach of the Contract.

50.1 ASBESTOS

(i) This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the Work, when the scope of the project has been reviewed and a comprehensive survey conducted by an individual licensed by the Virginia Department of Professional and Occupational Regulation to conduct building inspections for asbestos containing materials in buildings, and where the Owner has attempted to remove or encapsulate all asbestos containing material that may become friable or damaged during this Project.

Prior to commencement of Work, the results of the comprehensive survey or any other asbestos survey shall be made available to the Contractor, who shall be responsible for performing its Work so as not to disturb any remaining asbestos, encapsulated or otherwise, identified in such survey or surveys.

If the Contractor discovers or inadvertently disturbs any material that he knows, should have known or has reason to believe, may contain asbestos that has not been previously identified, was overlooked during the removal, was deemed not to be friable or was encapsulated, the Contractor shall stop Work in the area containing or suspected to contain the asbestos, secure the area, and notify the Owner and the Architect/Engineer immediately by telephone or in person with written notice as soon as possible. The Owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the Work, the Owner shall have the material repaired or removed and shall pay for the bulk sample analysis.

Except as provided in §11-4.1 of the Code of Virginia, if the material disturbed is not within the Contractor's authorized Work and/or Work area or under this Contract, the Contractor shall pay for all associated sampling and abatement costs.

(ii) If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed as described in Section 7 of this Contract and in accordance with the specific requirements of the Contract and all applicable laws and regulations.

(iii) If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall obtain the insurance required under Section 15(e) of this Contract.

51. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

(a) As a part of the Work, the Contractor in conjunction with its Subcontractors and Suppliers shall provide the Owner’s operations and maintenance personnel with adequate instruction and training in the proper operation and maintenance of any equipment, systems, and related controls provided or altered in the Work. The training requirements may be further defined in the Specifications.

(b) The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment and systems provided in the Work. Further specific requirements may be indicated in the Specifications.

52. PROJECT MEETINGS

(a) The intention of this Section is that the Contractor, the Owner and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and it's A/E are responsible for making a reasonable effort to provide timely responses to the Contractor.

(b) **Preconstruction Meeting**: Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Preconstruction" meeting shall be held with attendees to include the Owner's Project Manager and Project Inspector, the Architect/Engineer's project manager and representatives of each design discipline involved in the Project, the Contractor's project manager and Project Superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

(1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority, including, but not limited to, the name(s) of Contractor's on-site certified Responsible Land Disturber.

(2) Names, addresses, telephone numbers and FAX numbers to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawings, Submittals, and Notices.

(3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.

(4) Schedule of Values and Certificate for Payment (Form CO-12) requirements and procedures.

(5) Procedures for shop drawings, product data and Submittals.

(6) Procedures for handling Field Orders and Change Orders (Form CO-11).

(7) Procedures for Contractor's request for time extension, if any.

(8) Construction Site requirements, procedures and clarifications to include:
- Manner of conducting the Work
- Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
- Safety
- Layout of the Work
- Site visits by the A/E and others
- Quality control, testing, inspections and notices required
- Owner's Project Inspector duties
- Running Punch List
- As-Built Drawings

(9) Procedures and documentation of differing or unforeseen Site conditions

(10) Monthly Pay Meeting

(11) Project Close-Out requirements and procedures

(12) Project records

(13) Assignment of responsibility for generation of meeting minutes of all project meetings.

(c) **Monthly Pay Meeting**: Section 39 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner, the A/E and Contractor representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:

- Owner's Project Inspector
- Contractor's Project Superintendent
- A/E representative of each discipline where Work was performed for the current pay request or where Work is projected to be performed in the coming month
- A representative of each subcontractor who performed work included in the current pay request
- A representative of each subcontractor who is projected to perform work in the coming month

The following topics should be included, as a minimum, in the monthly pay meeting:

(1) Observations of status, quality and workmanship of Work in progress

(2) Validation of the Schedule of Values and Certificate for Payment (Form CO-12)

(3) Conformance with proposed construction schedule

(4) Outstanding Requests for Information, Requests for Clarification and Requests for Proposal

(5) Submittals with action pending

(6) Status of pending Change Orders

(7) Status of Running Punch List items

(8) Work proposed for coming pay period

(9) Discussions of any problems or potential problems which need attention

(d) **Other Meetings**: Requirements for other meetings, such as progress meetings, coordination meetings, preinstallation meetings and/or partnering meetings, may be included in the Contract Documents.

53. MISCELLANEOUS

(a) The County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors is attached hereto as Appendix I and is incorporated herein as a material part of this Contract. To the extent that the provisions of this Contract shall directly conflict with the provisions of Appendix I, the language within the body of this Contract shall control.

(b) The titles and section headings herein are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

(c) If any term, covenant or provision of this Contract shall be held to be invalid, illegal or unenforceable in any respect, this Contract shall remain in effect and be construed without regard to such provision.

(d) The County reserves its rights of ownership to all Plans, Specifications and other information and documents provided to the Contractor by the County, in any format.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR:

By:_____

(Signature in ink) *(Date)*

Name:_____

Title:_____

ATTEST:_____

(Signature in ink) *(Date)*

For the OWNER: COUNTY OF FLUVANNA

By:_____

(Signature in ink) *(Date)*

Name:_____

Title:_____

ATTEST:_____

(Signature in ink) *(Date)*

Approved as to form:

_____

Fluvanna County Attorney

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911

Notice to Proceed

[*Insert Date*]

[*Insert Company Name*]
[*Insert Name of Contact*]
[*Insert Address*]
[*Insert City, State, Zip Code*]

Re: Fork Union Street Scape, Phase 1

To whom it may concern,

You are hereby given notice to proceed under the Contract dated [*Insert Date*] (the "Contract"). In accordance with Section 4(c), the specified commencement date for the Work and the Contract Completion date shall be as follows:

Commencement Date: The date of this Notice to Proceed set forth above;

Substantial Completion Date: The Work shall begin ten (10) working days after this notice to proceed has been received and shall be Substantially Completed within [*Insert # of days*] calendar days. Final Completion shall be achieved no later than [*Insert # of days*] calendar days after the date of Substantial Completion of the Work.

As previously discussed, the Owner shall have obtained evidence of insurance in accordance with Section 15 of the Contract, and performance and payment bonds in accordance with Section 12 of the Contract prior to the Work commencing.

BOARD OF SUPERVISORS OF FLUVANNA
COUNTY, VIRGINIA

X

Steven M. Nichols, County Administrator

Section XVIII – Federal and State Requirements

[See Subsequent Pages]

(**c100II2**-0112) **VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to "the Specifications" shall refer to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008 for both imperial and metric unit projects. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual* for imperial and metric unit projects. References to the "MUTCD" shall refer to the 2009 edition of the *MUTCD* and the current *Virginia Supplement to the MUTCD* for imperial and metric unit projects.

Where the terms "Department", "Engineer" and "Contract Engineer" appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each references, the authority identified shall be in accordance with the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information enclosed in parenthesis "( )" at the left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only. The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only.

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as "dual unit measurement" documents. Such a "dual unit measurement" is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "( )" or brackets "[ ]" where parenthesis is used in the sentence to convey other information. Where a "dual unit measurement" appears in VDOT documents, the unit that applies shall be in accordance with the system of measurement as stated elsewhere in this contract. The unit shown that is <u>not</u> of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the

declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

12-1-11 (SPCN)

(**c103i00**-1213) **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

Section 103.09—Execution of Contract is amended to include the following:

According to Section 2.2-4308.2 of the *Code of Virginia*, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with the Department to provide work or provide services pursuant to such contract shall register and participate in the U.S. Department of Homeland Security's "E-Verify" system to verify information and work authorization of its newly hired employees performing work pursuant to such contract.

Contractors are not required to be enrolled with "E-Verify" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be enrolled with "E-Verify". Contractors may use the following website to enroll in "E-Verify", http://www.uscis.gov/e-verify.

Contractors shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's "E-Verify" system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Bidders or Contractors who fail to comply with the provisions of this section shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon registration and participation in the "E-Verify" program.

11-20-13 (SPCN)

PERSONNEL REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL - Section 105 and 512 of the Specifications are amended as follows:

Section 105.14—Maintenance During Construction is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and\or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

Section 512.03 Procedures is amended to add (r) **Work Zone Traffic Control** as the following:

(r) **Work Zone Traffic Control**: The Contractor shall provide individuals trained in Work Zone Traffic Control in accordance with the requirements of Section 105.14 of the Specifications.

Section 512.04 Measurement and Payment is amended to add the following:

Basic Work Zone Traffic Control – Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

Intermediate Work Zone Traffic Control - Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

6-11-09a (SPCN)

(**c105hf1**-0309) **SECTION 105.06 SUBCONTRACTING** of the Specifications is amended to include the following:

Any distribution of work shall be evidenced by a written binding agreement on file at the project site. Where no field office exists, such agreement shall be readily available upon request to Department inspector(s) assigned to the project.

The provisions contained in Form FHWA-1273 specifically, and other federal provisions included with the prime Contract are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into all contracts, as well as, appropriate subcontracts for work so as to be binding in those agreements.

12-19-08 (SPCN)

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General Decision Number: VA140138 01/24/2014 VA138

Superseded General Decision Number: VA20130149

State: Virginia

Construction Type: Highway

Counties: Albemarle, Charlottesville*, Fluvanna and Greene Counties in Virginia.

*INDEPENDENT CITY

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014

SUVA2013-005 01/01/2012

	Rates	Fringes
ASBESTOS WORKER	$ 12.60	
CARPENTER (STRUCTURE)	$ 15.86	
CEMENT MASON/CONCRETE FINISHER	$ 15.74	
ELECTRICIAN	$ 22.35	
FORM SETTER	$ 13.00	
IRONWORKER, REINFORCING	$ 17.75	
IRONWORKER, STRUCTURAL	$ 23.00	
LABORER		
Asphalt Raker	$ 14.05	
Blaster	$ 17.00	
Construction Worker I (Skilled Laborer)	$ 14.55	
Construction Worker II (Laborer)	$ 11.95	
Fence Erector	$ 10.57	
Flagger	$ 13.64	
Grade Checker	$ 18.00	
Guardrail Erector	$ 14.00	
Landscape Worker	$ 9.09	
Pipe Layer	$ 12.50	
Power Tool Operator	$ 20.00	

PAINTER.....$ 15.13

POWER EQUIPMENT OPERATOR:
Air Compressor Operator.....$ 12.25
Asphalt Distributor.....$ 15.65
Asphalt Paver.....$ 16.25
Backhoe.....$ 15.33
Boom/Auger.....$ 21.00
Bulldozer (Utility).....$ 16.50
Bulldozer.....$ 17.63
Concrete Finish Machine
Operator.....$ 16.94
Concrete Finish Machine
Screed, Bridge.....$ 16.00
Concrete Paving Machine.....$ 13.88
Crane, Derrick, Dragline
(1 cm & under).....$ 21.00
Crane, Derrick, Dragline
(over 1 cm).....$ 22.17
Drill Operator.....$ 12.00
Excavator (Gradall).....$ 18.58
Front End Loader (2 cm &
under).....$ 14.00
Front End Loader (over 2
cm).....$ 17.00
Hydro Seeder.....$ 21.25
Mechanic.....$ 23.00
Motor Grader (Fine Grade)...$ 17.00
Motor Grader (Rough Grade)..$ 19.92
Oiler, Greaser.....$ 10.00
Pavement Marking Operator...$ 16.00
Pavement Marking Truck
Operator.....$ 14.53
Pavement Planing Groundman..$ 10.75
Pavement Planing Operator...$ 20.63
Pipe Boring/Jacking Machine.$ 13.70
Roller (Finish).....$ 13.85
Roller (Rough).....$ 12.49
Scraper Pan Operator.....$ 12.50
Slurry Seal Paver Machine
Operator.....$ 17.64
Slurry Seal Paver Truck
Operator.....$ 10.32
Stone-Spreader.....$ 14.00
Tractor Operator (Crawlers).$ 10.00
Tractor Operator (Utility)..$ 17.00
Trenching Machine Operator..$ 13.00
Vacuum Machine Operator.....$ 11.87

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 21.80

TRUCK DRIVER
Truck Driver (Multi-Rear,
Single Rear, and Tandem
Rear Axle).....$ 17.86
Truck Driver, Heavy Duty....$ 16.68

WELDER.....$ 15.76

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates

the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON
DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor

E. Irving Manger

E. Irving Manger, Associate Administrator
Division of Wage Determinations
Wage and Labor Standards Administration

*These SPECIFICATIONS REVISIONS are subject to change on short notice.

2007

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

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FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The

design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth

under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

   a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

   b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

   a. The records kept by the contractor shall document the following:

      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This

information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(II) The classification is utilized in the area by the construction industry; and

(II) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

      (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards

(29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

> "Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or
>
> Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or
>
> Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;
>
> Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

GUIDELINES - FEDERAL-AID PROJECTS GREATER THAN $10,000.

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VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

   Females- 6.9%
   Minorities - See Attachment "A"

   The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs <u>within 10 workings days</u> the award of any construction subcontract in excess of $10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As, used in this provision:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

   g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

   h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used m the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even thought the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246. as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from Its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

Economic Area	Goal (Percent)
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll; VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland; VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski; VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista: VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	

*These SPECIFICATIONS REVISIONS are subject to change on short notice.

2007

VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.

022 Richmond, VA

SMSA Counties:

6140 Petersburg - Colonial Heights - Hopewell, VA 30.6

VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.

6760 Richmond, VA 24.9

VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.

Non-SMSA Counties 27.9

VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston

023 Norfolk - Virginia Beach - Newport News VA:

SMSA Counties:

5680 Newport News- Hampton, VA 27.1

VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.

5720 Norfolk - Virginia Beach - Portsmouth, VA - NC 26.6

NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.

Non-SMSA Counties 29.7

NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.

Washington, DC:

020 Washington, DC.

SMSA Counties:

8840 Washington, DC - MD - VA 28.0

DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.

Non- SMSA Counties 25.2

MD Calvert; MD Frederick; MD St. Marys: MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren: VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.

Tennessee:

052 Johnson City - Kingsport - Bristol, TN - VA

SMSA Counties:

3630 Johnson City - Kingsport -Bristol, TN-VA 2.6

TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.

Non-SMSA Counties 3.2

TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.

Maryland:

019 Baltimore MD

Non-SMSA Counties 23.6

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2007

MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15

December 10, 2010

Section 107.15 of the Specifications is replaced by the following:

Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; and the Virginia Department of Transportation's (VDOT or the Department) Road and Bridge Specifications and DBE Program rules and regulations.

For the purposes of this provision, Contractor is defined as the Prime Contractor of the contract; and sub-contractor is defined as any DBE supplier, manufacturer, or subcontractor performing work or furnishing material, supplies or services to the contract. The Contractor shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subcontractor having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements, the Contractor, for itself and for its subcontractors and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations and to bind the Contractor's subcontractors contractually to the same at the Contractor's expense.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated herein and current at the time of the proceedings. Where applicable, the Department will notify the Contractor of any changes to the appeal requirements, processes, and procedures after receiving notification of the Contractor's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Minority Business Enterprise (DMBE) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Minority Business Enterprise and the Metropolitan Washington Airports Authority Internet websites: *http://www.dmbe.virginia.gov/ ; http://mwaa.com/362.htm*

C. Bank Services

The Contractor and each subcontractor are encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services and the fees charged for services typically will not be eligible for DBE Program contract goal credit. Such information is available from the VDOT's Internet Civil Rights Division website:
http://insidevdot/C7/Civil%20Rights/default.aspx

D. DBE Program-Related Certifications Made by Bidders\Contractors

By submitting a bid and by entering into any contract on the basis of that bid, the bidder/Contractor certifies to each of the following DBE Program-related conditions and assurances:

1. That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.

2. Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.

4. As a bidder, good faith efforts were made to obtain DBE participation in the proposed contract at or above the goal for DBE participation established by VDOT. It has submitted as a part of its bid true, accurate, complete, and detailed documentation of the good faith efforts it performed to meet the contract goal for DBE participation. The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item(s) that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE. The specific line item must reference the VDOT line number and item number contained in the proposal.

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.

6. Once awarded the contract, the Contractor shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the Contractor without the prior written consent of VDOT as set out within the requirements of this provision.

7. Once awarded the contract, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.

8. Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract regulations and\or requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original prime Contractor in accordance with the requirements of this specification.

E. Disqualification of Bidder

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

F. Bidding Procedures

The following bidding procedures shall apply to the contract for DBE Program compliance purposes:

1. **Contract Goal, Good Faith Efforts Specified:** All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.

   Form C-111 may be submitted electronically or may be faxed to the Department, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

   If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

   The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

   If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

   Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at:
   http://vdotforms.vdot.virginia.gov/

   Instructions for submitting Form C-111 can be obtained from the VDOT website at:
   http://www.virginiadot.org/business/resources/const/Exp_DBE_Commitments.pdf

2. **Bid Rejection:** The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid.

   If the lowest bidder is rejected for failure to submit the required documentation in the specified time frames, the Department may award the work to the next lowest bidder, or re-advertise the proposed work at a later date or proceed otherwise as determined by the Commonwealth.

3. **Good Faith Efforts Described:** In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

Good faith efforts may be determined through use of the following list of the types of actions the bidder may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

(a) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;

(d) Negotiating for participation in good faith with interested DBEs;

1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted; a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;

2. A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient reason for a bidder's failure to meet the contract goal for DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes

for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for DBE participation;

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;

(h) Effectively using the services of appropriate personnel from VDOT and from DMBE; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

G. Documentation and Administrative Reconsideration of Good Faith Efforts

During Bidding: As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, the bidder must provide Form C-49, DBE Good Faith Efforts Documentation, of its efforts made to meet the DBE contract goal as proposed by VDOT within the time frame specified in this provision. The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firms participation in the proposed contract work.

However, regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed forms C-111, C-112, C-48, and C-49, as aforementioned, or face potential bid rejection.

If a bidder does not submit its completed and executed forms C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected.

Where the Department upon initial review of the bid results determines the apparent low bidder has failed or appears to have failed to meet the requirements of the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision and has failed to adequately document that it made a good faith effort to achieve sufficient DBE participation as specified in the bid proposal, that firm upon notification of the Department's initial determination will be offered the opportunity for administrative reconsideration before VDOT rejects that bid as non-responsive. The bidder shall address such request for reconsideration in writing to the Contract Engineer within five (5) business days of receipt of notification by the Department and shall be given the opportunity to discuss the issue and present its evidence in person to the Administrative Reconsideration Panel. The Administrative Reconsideration Panel will be made up of VDOT Division Administrators or their designees, none of who took part in the initial determination that the bidder failed to make the goal or make adequate good faith efforts to do so. After reconsideration, VDOT shall notify the bidder in writing of its decision and explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.

If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is still encouraged to seek additional DBE participation during the life of the contract.

However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

During the Contract: If a DBE, through no fault of the Contractor, is unable or unwilling to fulfill his agreement with the Contractor, the Contractor shall immediately notify the Department and provide all relevant facts. If a Contractor relieves a DBE subcontractor of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a DBE to perform an equal dollar value of the remaining subcontracted work. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the performance of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, and the Contractor has not taken the preceding actions, the Contractor and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as conformance with the schedule of DBE participation is achieved.

Project Completion: If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s), elimination of items subcontracted to DBEs, or to circumstances beyond their control, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to enjoin the Contractor from bidding on other VDOT work as described herein, the enjoinment period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

H. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.

2. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for DBE participation in accordance with the **DBE Program-Related Certifications Made by Bidders\Contractors** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.

3. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the DBE's credit toward the DBE contract goal.

4. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a certified DBE. Work that a DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for DBE participation.

5. The Contractor may count expenditures to a DBE subcontractor toward the DBE contract goal only if the DBE performs a Commercially Useful Function (CUF) on that contract.

6. A Contractor may not count the participation of a DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

   (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products or equipment in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

   (b) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work.

Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis to be eligible for credit to meet the DBE contract goal.

(c) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the DBE regular dealer, who shall be responsible for their distribution.

(d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.

(g) A Contractor may count toward the DBE contract goal the following expenditures to DBE firms that are not regular dealers or manufacturers for DBE program purposes:

1. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.

2. The entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE, except supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or its affiliates.

(h) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. A Contractor shall not count costs for the removal or relocation of excess material from or on the job site when the DBE trucking company is not the manufacturer of or a regular dealer in those materials and supplies. The DBE trucking firm shall also perform a Commercially Useful Function (CUF) on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project. See section on **Miscellaneous DBE Program Requirements; Factors used to Determine if a DBE Trucking Firm is Performing a CUF**.

(i) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special

Provision, a broker is defined as a person or firm that regularly engages in arranging for delivery of material, supplies, and equipment, or regularly arranges for the providing of project services as a course of routine business but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site.

I. Performing a Commercially Useful Function (CUF)

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work and the DBE actually performs, manages, and supervises the work involved with the firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE alone shall be responsible and bear the risk for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment, and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

Monitoring CUF Performance: It shall be the Contractor's responsibility to ensure that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the contract goal, perform a CUF. Further, the Contractor is responsible for and shall ensure that each DBE firm fully performs the DBE's designated tasks with the DBE's own forces and equipment under the DBE's own direct supervision and management or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this provision the DBE's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the prime Contractor or an affiliate of the Contractor under this contract.

VDOT will monitor the Contractor's DBE involvement during the performance of the contract. However, VDOT is under no obligation to warn the Contractor that a DBE's participation will not count toward the goal.

DBEs Must Perform a Useful and Necessary Role in Contract Completion: A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

DBEs Must Perform The Contract Work With Their Own Workforces: If a DBE does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, VDOT will presume that the DBE is not performing a CUF and such participation will not be counted toward the contract goal.

VDOT Makes Final Determination On Whether a CUF Is Performed: VDOT has the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, VDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Contractor or by employees or equipment of the Contractor shall be subject to disallowance

under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

J. Verification of DBE Participation and Imposed Damages

Within fourteen days after contract execution, the Contractor shall submit to the Responsible Engineer, with a copy to the District Civil Rights Office (DCRO), a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subcontractor. Because of the commercial damage that the Contractor and its DBE subcontractor could suffer if their subcontract pricing, terms, and conditions were known to competitors, the Department staff will treat subcontract agreements as proprietary Contractor trade secrets with regard to Freedom of Information Act requests. In lieu of subcontract agreements, purchase orders may be submitted for haulers, suppliers, and manufacturers. These too, will be treated confidentially and protected. Such purchase orders must contain, as a minimum, the following information: authorized signatures of both parties; description of the scope of work to include contract item numbers, quantities, and prices; and required federal contract provisions.

The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the District Civil Rights Office (DCRO) within five (5) business days after the reporting period may result in delay of approval of the Contractor's monthly progress estimate for payment. The names and certification numbers of DBE firms provided by the Contractor on the various forms indicated in this Special Provision shall be exactly as shown on the DMBE's or MWAA's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Contractor as shown on the Prequalification Application, Form C-32 or the Prequalification/Certification Renewal Application, Form C-32A, or authorized by letter from the Contractor. If DBE firms are used which have not been previously documented with the Contractor's bid and for which the Contractor now desires to claim credit toward the project goal, the Contractor shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE beginning work.

Form C-63 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

The Contractor shall submit to the Responsible Engineer its progress schedule with a copy to the DCRO, as required by Section 108.03 of the Specifications or other such specific contract scheduling specification that may include contractual milestones, i.e., monthly or VDOT requested updates. The Contractor shall include a narrative of applicable DBE activities relative to work activities of the Contractor's progress schedule, including the approximate start times and durations of all DBE participation to be claimed for credit that shall result in full achievement of the DBE goal required in the contract.

On contracts awarded on the basis of good faith efforts, narratives or other agreeable format of schedule information requirements and subsequent progress determination shall be based on the commitment information shown on the latest Form C-111 as compared with the appropriate Form C-63.

Prior to beginning any major component or quarter of the work, as applicable, in which DBE work is to be performed, the Contractor shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any current DBEs not previously submitted who will

perform the work during that major component or quarter for which the Contractor seeks to claim credit toward the contract DBE goal. The Contractor shall obtain the prior approval of the Department for any assistance it may provide to the DBE beyond its existing resources in executing its commitment to the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If the Contractor is aware of any assistance beyond a DBE's existing resources that the Contractor, or another subcontractor, may be contemplating or may deem necessary and that have not been previously approved, the Contractor shall submit a new or revised narrative statement for VDOT's approval prior to assistance being rendered.

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

K. Documentation Required for Semi-final Payment

On those projects nearing completion, the Contractor must submit Form C-63 marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the DCRO. The form must include each DBE used on the contract work and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the accepted creditable work on the contract. The form shall be certified under penalty of perjury, or other applicable law, to be accurate and complete. VDOT will use this certification and other information available to determine applicable DBE credit allowed to date by VDOT and the extent to which the DBEs were fully paid for that work. The Contractor shall acknowledge by the act of filing the form that the information is supplied to obtain payment regarding a federal participation contract. A letter of certification, signed by both the prime Contractor and appropriate DBEs, will accompany the form, indicating the amount, including any retainage, if present, that remains to be paid to the DBE(s).

L. Documentation Required for Final Payment

On those projects that are complete, the Contractor shall submit a final Form C-63 marked "Final" to the DCRO, within thirty (30) days of the final estimate. The form must include each DBE used on the contract and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the creditable work on the contract. VDOT will use this form and other information available to determine if the Contractor and DBEs have satisfied the DBE contract goal percentage specified in the contract and the extent to which credit was allowed. The Contractor shall acknowledge by the act of signing and filing the form that the information is supplied to obtain payment regarding a federal participation contract.

M. Prompt Payment Requirements

The Contractor shall make prompt and full payment to the subcontractor(s) of any retainage held by the prime Contractor after the subcontractor's work is satisfactorily completed.

For purposes of this Special Provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by VDOT. When VDOT has made partial acceptance of a portion of the prime contract, the Department will consider the work of any subcontractor covered by that partial acceptance to be satisfactorily completed. Payment will

be made in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

Upon VDOT's payment of the subcontractor's portion of the work as shown on the monthly progress estimate and the receipt of payment by the Contractor for such work, the Contractor shall make compensation in full to the subcontractor for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subcontractor's portion of the work shall mean the Contractor has issued payment in full, less agreed upon retainage, if any, to the subcontractor for that portion of the subcontractor's work that VDOT paid to the Contractor on the monthly progress estimate.

The Contractor shall make payment of the subcontractor's portion of the work within seven (7) days of the receipt of payment from VDOT in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

If the Contractor fails to make payment for the subcontractor's portion of the work within the time frame specified herein, the subcontractor shall contact the Responsible Engineer and the Contractor's bonding company in writing. The bonding company and VDOT will investigate the cause for non-payment and, barring mitigating circumstances that would make the subcontractor ineligible for payment, ensure payment in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations, and to bind the Contractor's subcontractors contractually to those prompt payment requirements.

Nothing contained herein shall preclude the Contractor from withholding payment to the subcontractor in accordance with the terms of the subcontract in order to protect the Contractor from loss or cost of damage due to a breach of agreement by the subcontractor.

N. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Bidder/Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Contract Engineer that it has made good faith efforts to do so.

2. When a Bidder/Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.

3. When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

Termination of DBE: If a certified DBE subcontractor is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, the Contractor must promptly

request approval to substitute or replace that firm in accordance with this section of this Special Provision.

The Contractor, as aforementioned in **DBE Program-Related Certifications Made by Bidders/Contractors**, shall notify VDOT in writing before terminating and/or replacing the DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent from the Department for terminating the performance of any DBE shall be granted only when the Contractor can demonstrate that the DBE is unable, unwilling, or ineligible to perform its obligations for which the Contractor sought credit toward the contract DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE shall not be based on the Contractor's ability to negotiate a more advantageous contract with another subcontractor whether that subcontractor is, or is not, a certified DBE.

1. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:

   (a) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.

   (b) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.

   (c) A brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable, or ineligible to perform;

   (d) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;

   (e) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the DBE to perform;

   (f) The current percentage of work completed on each bid item by the DBE;

   (g) The total dollar amount currently paid per bid item for work performed by the DBE;

   (h) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and with which the Contractor has no dispute;

   (i) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and over which the Contractor and/or the DBE have a dispute.

2. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

   The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the DCRO. The affected DBE firm may submit a response letter to the Department within two (2) business days of receiving the notice to terminate from the Contractor. The affected DBE firm shall explain its position concerning performance on the committed work. The

Department will consider both the Contractor's request and the DBE's response and explanation before approving the Contractor's termination and substitution request, or determining if any action should be taken against the Contractor.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Contractor is unsuccessful in notifying the affected DBE firm, the Department will verify that the affected, committed DBE firm is unable or unwilling to continue the contract. The Department will immediately approve the Contractor's request for a substitution.

3. Proposed Substitution of Another Certified DBE

   Upon termination of a DBE, the Contractor shall use reasonable good faith efforts to replace the terminated DBE. The termination of such DBE shall not relieve the Contractor of its obligations pursuant to this section, and the unpaid portion of the terminated DBE's contract will not be counted toward the contract goal.

   When a DBE substitution is necessary, the Contractor shall submit an amended Form C-111 with the name of another DBE firm, the proposed work to be performed by that firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the originally committed DBE firm. The Contractor shall furnish all pertinent information including the contract I.D. number, project number, bid item, item description, bid unit and bid quantity, unit price, and total price. In addition, the Contractor shall submit documentation for the requested substitute DBE as described in this section of this Special Provision.

   Should the Contractor be unable to commit the remaining required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by VDOT as merely superficial or pro-forma will not be considered good faith efforts to meet the contract goal for DBE participation. The Contractor must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

Factors Used to determine if a DBE Trucking Firm is performing a CUF:

The following factors will be used to determine whether a DBE trucking company is performing a CUF:

1. To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including, but not limited to, any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;

2. The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;

3. The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;

4. The DBE may lease trucks from another certified DBE firm, including from an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for transportation services the lessee DBE firm provides on the contract;

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees, *not to exceed the value of transportation services provided by DBE-owned trucks on the contract.* For additional participation by non-DBE lessees, the DBE will only receive credit for the fee or commission it receives as a result of the lease arrangement.

EXAMPLE

DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z.

		Value of Trans. Serv. (For Illustrative Purposes Only**)**
Firm X		
Truck 1	Owned by DBE	$100 per day
Truck 2	Owned by DBE	$100 per day
Firm Y		
Truck 1	Leased from DBE	$110 per day
Truck 2	Leased from DBE	$110 per day
Firm Z		
Truck 1	Leased from Non DBE	$125 per day
Truck 2	Leased from Non DBE	$125 per day
Truck 3	Leased from Non DBE	$125 per day
Truck 4	Leased from Non DBE	$125 per day
Truck 5	Leased from Non DBE*	$125 per day
Truck 6	Leased from Non DBE*	$125 per day

DBE credit would be awarded for the total transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services by four (4) of the six (6) trucks provided by non-DBE Firm Z (not to exceed the value of transportation services provided by DBE-owned trucks).

Credit = 8 Trucks
Total Value of Transportation Services = $820

In all, full DBE credit would be allowed for the participation of eight (8) trucks (twice the number of DBE trucks owned and leased) and the dollar value attributable to the Value of Transportation Services provided by the 8 trucks.

* With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

6. For purposes of this section, the lease must indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm that has leased the truck at all times during the life of the lease.

Data Collection: In accordance with 49CFR Section 26.11, all firms bidding on prime contracts and bidding or quoting subcontracts on federal-aid projects shall provide the following information to the Contract Engineer annually.

- Firm name
- Firm address
- Firm's status as a DBE or non-DBE
- The age of the firm and
- The annual gross receipts of the firm

The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. However, the above information can be submitted by means of the Annual Gross Receipts Survey as required in the Prequalification/Certification application.

All bidders, including DBE prime Contractor bidders, shall complete and submit to the Contract Engineer the Subcontractor/Supplier Solicitation and Utilization Form C-48 for each bid submitted; to be received within ten (10) business days after the bid opening. Failure of bidders to submit this form in the time frame specified may be cause for disqualification of the bidder and rejection of their bid in accordance with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge specifications.

O. Suspect Evidence of Criminal Behavior

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted, prosecution.

Suspected DBE Fraud

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

P. Summary of Remedies for Non-Compliance with DBE Program Requirements

Failure of any bidder\Contractor to comply with the requirements of this Special Provision for Section 107.15 of the Virginia Road and Bridge Specifications, which is deemed to be a condition of bidding, or where a contract exists, is deemed to constitute a breach of contract shall be remedied in accordance with the following:

1. **Disadvantaged Business Enterprise (DBE) Program Requirements**

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein.

2. **DBE Program-Related Certifications Made by Bidders\Contractors**

Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each certified DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

3. **Disqualification of Bidder**

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

4. **Bidding Procedures**

The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid. If the lowest bidder is rejected for failure to submit required documentation in the specified time frames, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth.

In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were to the extent a bidder actively and aggressively seeking to meet the requirements would make. Regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111, C-112, C-48, and Form C-49, as aforementioned, or face potential bid rejection. If a bidder does not submit it's completed and executed C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected. If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected. If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the

actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is encouraged to seek additional participation during the life of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, the Contractor and any aforementioned affiliates may be enjoined from bidding for 60 days or until such time as conformance with the schedule of DBE participation is achieved. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the prosecution of the contract.

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The enjoinment period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

5. Verification of DBE Participation and Imposed Damages

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received by VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

In addition to the remedies described heretofore in this provision VDOT also exercises its rights with respect to the following remedies:

Suspect Evidence of Criminal Behavior

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

S102CF2-0813

VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR

USE OF DOMESTIC MATERIAL July 26, 2013

SECTION 102.05 PREPARATION OF BID of the Specifications is amended to include the following:
In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material) such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.
For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.
Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and\or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as "foreign" material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.
Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with "Buy America" requirements.
Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.
Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or $2500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.
In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or $2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Bidder certifies that such cost does not exceed the limits established herein.

Waivers:
With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be

demonstrated:
1 that the use of domestic steel or iron materials would be inconsistent with the public interest; or
2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.
The waiver request shall be submitted with supportive information to include:
1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and
2. Analysis of redesign of the project using alternative or approved equal domestic products
In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website: http://www.fhwa.dot.gov/construction/contracts/waivers.cfm. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.
Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

Alternative Bidding Procedures:
An alternative bidding procedure may be employed to justify the use of foreign iron and\or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and\or iron materials. In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and\or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and\or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and\or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and\or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and\or steel items will be permanently installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total “Foreign” bid.
In the event the contract is awarded to the bidder furnishing foreign iron and\or steel materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment For Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and\or steel items and during the life of that contract the Contractor discovers he can not furnish foreign iron and\or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and\or steel materials meeting the contract requirements from other sources as necessary to complete the work.
In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked “Foreign” including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The “Foreign” bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor’s “Domestic” bid. The Contractor shall write the word “Foreign” by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate “Foreign” paper bid..

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of "foreign" iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, "domestic" iron and\or steel and prices given there for shall be used and the "100 percent Domestic Items Total" shall be the Contractor's bid.

Certification of Compliance:
Where domestic material is supplied, prior to incorporation into the Work, the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and\or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or $2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.
In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.
Last Saved: 08/28/2013 3:37 PM UPDATED **Aug 29, 2013** Today's Date: August 29, 2013
*These SPECIFICATIONS REVISIONS are subject to change on short notice.
1-40

Section XIX – Special Provisions

[See Subsequent Pages]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR

SITE LIGHTING

I. DESCRIPTION

The work shall consist of furnishing and installing a fully operational, code compliant street lighting system utilizing the light and control center locations shown on the Drawings. Final connection to the existing overhead power distribution system will be made by the local utility provider, Dominion Virginia Power Company.

II. PRODUCTS AND MATERIALS

A. REFERENCES

1. 2007 Virginia Department of Transportation (VDOT) Road and Bridge Specifications, Section 238 – Electrical and Signal Components
2. ANSI C78.379 – Electric Lamps – Incandescent and High-Intensity Discharge Reflector Lamps – Classification of Beam Patterns
3. ANSI C82.4 – Ballasts for High-Intensity Discharge and Low Pressure Sodium Lamps
4. NEMA TC2 – Electrical Plastic Tubing and Conduit
5. NEMA 250 – Enclosures for Electrical Equipment
6. ANSI/NFPA 70 – National Electric Code

B. GUARANTEE AND WARRANTIES

1. All materials and workmanship shall be guaranteed to be free from defects for a period of one (1) year. The Contractor shall correct without additional cost to the Owner any defects occurring during this time. Any manufacturer's warranty extending beyond one year shall be passed on to the Owner.
2. Execute and assemble transferable warranty documents from subcontractors, suppliers and manufacturers. Bind documents and submit to Owner prior to application for final payment.
3. Date at which guarantees and warranties take effect shall be the date on which the entire system has been tested, adjusted and found to be fully functioning or the date of substantial completion of the entire project, whichever occurs later.

C. SUBMITTALS

1. Submit meter pedestal panel board schedules showing all lighting and power circuits and level of over-current protection for lighting and GFI utility outlets located at each new pole.
2. Submit component manufacturer's cut sheets and technical information. Provide dimensions, ratings and performance data. Furnish listing or classification by Underwriters Laboratories, Inc. showing suitability for the purposes specified and indicated for this Project.
3. Submit manufacturer's installation instructions. Indicate any application conditions or limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation and initial start-up of product.
4. Evidence of "Approved Equal" products
    a. Manufacturers and models listed in the Products portion of this specification have been determined to be acceptable for this Project, however, the Contractor is not bound to provide the named components if equally acceptable components can be furnished.
    b. Prior to submitting a bid proposal, any component which the Bidder wishes to be evaluated and considered as "an approved equal" shall be formally submitted to the Architect and the Owner. Such submittals shall clearly delineate conformance with the criteria shown for the specific component in the Products portion of this specification.
    c. If a decision cannot be reached by the Architect and the Owner prior to the time for submittal of the bids, the Bidder shall submit a bid using the "pre-approved" products listed in this specification and as a separate item, may include a proposed substitution of components.
    d. The proposed substitutions shall provide adequate product information to allow the Architect and the Owner to make an informed decision. Any price variations brought about by the substitution shall be fully revealed in this submittal.

D. DELIVERY, STORAGE AND HANDLING

1. Accept products on site and inspect for damage. Protect finished surfaces against damage by handling carefully and storing in a location which will not require relocation prior to installation.
2. Protect conduit against entrance of dirt and debris and shield plastic conduit from direct sunlight by providing suitable covering.
3. Handle large components only by lifting hooks or lugs. Provide padding as required to prevent surface damage or damage to internal components.

E. PRODUCTS

1. Luminaires:
   Four-sided, lantern style body, post top mount, cast aluminum with cap finial, full cut-off, glass or clear acrylic refractors, prismatic lens, die-cast ballast housing with integral photocell, multi-volt ballast, hinged access to ballast, hinged top cover with latch for lamp access, slip-fit attachment to pole tenon. Provide fusing for each pole light and feed-thru capability. Paint shall be factory-applied polyester powder, color: gloss or matte black.
   Holophane, Utility Series, Minuteman Model
   Hadco, Independence Series, Model V15
   Pemco, Heritage eries and Model
   King, K601 Empress Model

2. Lamps:
   150 watt, High Pressure Sodium (HPS), mogul base, lamps operate at 55 volts. Luminaires will operate at 240 volts a.c. Provide individual fuses for each luminaire.

3. Poles:
   Spun-cast concrete, direct-burial (embedded), 14-foot mounting height, tapered, smooth round shaft and base, external GFI assembly for 20-amp duplex outlet with in-use cover, height above grade shall be 12-feet. Aggregate shall be exposed along the full surface of the pole and shall be the same color as the cement (no contrasting blends of aggregate), color: black. Poles shall be manufactured with an above-grade hand hole and cover with tamperproof hardware. Poles shall also be manufactured with openings in the below-grade stem to receive incoming and outgoing conduit. No drilling or other modifications of the pole in the field will be permitted. Poles shall receive a factory-applied, clear protective finish which results in the pole having a gloss appearance and makes the pole resistant to graffiti and air-borne contaminants
   Ameron International, S-Series (SER 4.3), color: 6P3 with
   AmerShield, or approved equal pole with protectant.

4. Conduit and Fittings:
   PVC, schedule 40, size as shown on the Drawings. All bends shall be long sweep bends. Use flexible conduit at pole locations as shown on the drawings.

5. Meter / Panel Board/ Disconnect Combination Meter Pedestal:
   NEMA 3R, circuit breaker type, lighting 20,000 AIC rated branch circuit panel board. Breakers shall be molded case breakers, bolt-on type thermal magnetic strip with common trip handle for all poles, Class A ground fault

interrupter circuit breakers for all receptacle circuits. Provide two-pole, 20 amp branch breakers for lighting circuits and single pole, 20 amp GFI breakers for receptacle circuits.

Meter pedestals shall be listed on the Dominion Virginia Power Company list of approved metering equipment. Acceptable manufacturers are:

Square-D
Milbank Manufacturing Co.
Midwest Electric Products
Dyna-Tech Corp.
B&B Electrical Products
Or approved equal acceptable to Dominion

6. Conductor Cables:
All conductors shall be copper; aluminum conductors will not be accepted. Insulation shall be UL listed for the use specified on the Drawings and rated for 600 volts operation. Conductors used in conduit shall be Type THWN insulation conforming to NFPA 70 with a 75 degree C. temperature rating. All conductors shall be in conduit.

7. Rod Electrodes:
Copper-clad steel, 1/2-inch by 8-feet long, mechanical connectors shall be bronze.

III. PROCEDURES

A. INSTALLATION

1. Storage and handling of poles is of utmost importance. Any pole showing signs of dragging, scraping, chipping or staining shall be immediately replaced at no additional cost to the Owner. Leave protective wrapping on poles after inspection as long as is practical during installation.
2. Locate direct-bury poles in strict accordance with the Drawings; **pole position with respect to back of curb is particularly critical.**
3. Compact the area to receive the pole prior to auguring hole.
4. Coordinate placement of buried conduit with respect to pole location.
5. Sink the hole to the proper depth as shown on the drawings using the smallest size auger possible. Provide crushed stone as necessary to raise the bottom of the hole to the proper elevation. See the Drawings for relationship of pole base to adjacent finish grade of pavement. Under no circumstances shall any portion of the hand hole be below grade.

6. Poles with provisions for bolt-on accessories shall be aligned precisely so that accessories will bear the proper relationship to curb lines and to neighboring poles.
7. Work involving grounding electrodes, junction boxes, conduit and other components of the lighting installation shall be carried out in such a manner as to minimize disturbance to the ground surrounding the direct-bury poles. Provide bracing or other measures to keep each pole plumb. Insure temporary drainage away from each pole to prevent any ponding of water which would soften the supporting soil.
8. Install luminaires and GFI utility receptacles prior to non-electric accessories. Only after successful testing of the lights and receptacles shall accessories be installed.

B. FIELD QUALITY CONTROL

1. Operate each luminaire after installation and connection. Observe operation and reliability of photo sensors.
2. Relamp lights which have failed or show signs of reduced output.

C. CLEANING

1. Clean electrical parts to remove conductive and deleterious materials.
2. Remove dirt and debris from poles and cabinets.
3. Clean photometric control surfaces as recommended by the manufacturer.
4. Touch up all damage to painted surfaces.
5. Clean exterior of glass and metal surfaces on all luminaires.

IV. METHOD OF PAYMENT

Pay Item	Pay Unit
14’ tall pole & light complete, tested & operational	each
conduit & conductors including trenching and backfilling	linear feet
combination meter, panel and disconnect pedestal including connection fees by utility provider	each

END OF SECTION

SECTION XX

APPENDIX II PROJECT SPECIFIC CONTRACT TERMS

APPENDIX II
(PROJECT SPECIFIC CONTRACT TERMS)

Notwithstanding any other provision of the Contract, the Contractor shall comply with the following:

(1) The Contractor acknowledges that subcontracts for the performance of this Contract are subject to the provisions of Section 2.2-4333 of the Code of Virginia, concerning retainage on construction contracts.

(2) During the term of this Contract, the Contractor shall comply with all provisions of this Contract, the Fork Union Streetscape Enhancement Project – Phase 1 Invitation to Bid dated the ___ day of _____, 2014, as supplemented, and all attachments thereto (the "IFB"), the Contractor's Bid Form dated _____, 201_ and all attachments thereto, and the Fork Union Streetscape Enhancement Project Phase 1 **"FORMS AND CONTRACT REQUIREMENTS"** attached hereto and incorporated herein by reference. The Contractor shall insert such provisions in its subcontracts as required and shall require compliance with such provisions by its subcontractors.

(3) The Contractor shall comply with any conditions stipulated in any Environmental Review documents associated with the Project and the Work including.

(4) The Contractor acknowledges that, in the event of a discovery of Remains or Resources (as defined in Section 11(d) of the Contract), a cessation of work shall be required as set forth in Section 11(d) of the Contract and the Owner may be required to notify and obtain inspections and clearance from third parties before work may resume. For certain VDOT-funded projects, the Owner will be required to notify the Virginia SHPO and VDOT's Local Assistance Division about the unanticipated discovery. In such event, an archeologist meeting the Secretary of Interior's Professional Qualification Standards must inspect the work site within 48 hours of the discovery and determine the area and the nature of the affected archeological property. The VDOT Local Assistance Division will advise the Owner when and where construction work may resume.

(5) The Contractor acknowledges that this Project is funded, in whole or in part, through a grant from the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) enacted 2005, as extended from time to time, all provisions of the SAFETEA-LU requirements must be followed to assure that this Project can be reimbursed through this grant. Contractor agrees to cooperate with the Owner in order to obtain and maintain compliance with the SAFETEA-LU grant requirements and, in the event any amendment to this Contract is required for such purpose, to execute such amendment promptly upon request by the Owner. The Contractor shall insert such provisions in its subcontracts as necessary in connection therewith and shall require compliance with such provisions by its subcontractors. Without limitation, the Contractor shall comply and maintain all necessary records, and shall provide the Owner with all applicable documentation, to demonstrate Contractor's and Owner's compliance with all requirements of SAFETEA-LU. Contractor acknowledges that any failure to

comply with the grant funding requirements of the project may jeopardize the Owner's grant funding of the Project and result in substantial damages incurred by the Owner.

(6) Davis-Bacon and Related Acts Wage Rate Requirements:

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security

numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* —(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan

approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	**OMB Control Number**
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140,
	1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140,
	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

EFFECTIVE DATE NOTE: At 58 FR 58955, Nov. 5, 1993, § 5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

(7) The Contractor shall use good faith efforts to solicit the participation of small businesses, socially and economically disadvantaged businesses, and businesses owned by women, minorities, and service disabled veterans, (collectively "DBEs") in its procurement transactions and shall provide the Owner with documentation of such efforts, including but not limited to: efforts to provide solicitation information to DBEs, efforts to subdivide the work into economically feasible units to facilitate DBE participation, contacts with DBEs, DBEs that made quotes, names of selected firms and DBE status, price difference if DBEs not selected. DBE certifications including all forms attached hereto, shall be submitted to the Owner within five (5) days of request of the same or when such are required under the applicable grant, whichever is sooner.

(8) The Contractor shall comply with the Virginia Department of Transportation Special Provision for Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246, attached to the IFB and also attached hereto which include goals for female and minority business participation among other requirements. The goals include that 6.9% of the Contractor's aggregate work force in each trade on all construction works in the covered area be female; and 27.9% Contractor's aggregate work force in each trade on all construction works in the covered area be of the minorities.

(9) Without limiting any other provision of this Contract, the Contractor shall comply with federal civil rights laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000 et seq. – no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 – no qualified individual with a disability in the United States, shall, by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance.

- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. – discrimination on the basis of gender is eliminated in any education program or activity receiving Federal financial assistance. 29

- The Age Discrimination Act of 1975, as amended, 20 U.S.C. § 6101 et seq. – no person in the United States shall be, on the basis of age, excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity receiving Federal financial assistance.

Forms and Contract Requirements:

	Description	
1	VDOT Forms C-48, C-49. C-104, C-105, C-111 and C-112, attached to the IFB and incorporated herein by reference	See IFB Section IX to XIV
2	C100II2-0112 VDOT Supplemental Specifications (SSs), Special Provisions (SPs), and Special Provision Copied Notes (SPCNs), attached to the IFB and incorporated herein by reference	See IFB Section XVIII
3	C103i00-1213 Section 103.08 Execution of Contract	See IFB Section XVIII
4	Personnel Requirements for Work Zone Traffic Control	See IFB Section XVIII
5	C105hf1-0309 Section 105.06 Subcontracting	See IFB Section XVIII
6	David Bacon Act Wage Determination – VA140138 Construction Type: Highway	See IFB Section XVIII
7	SF001AF-0708 Civil Rights Predetermined Minimum Wage Rates	See IFB Section XVIII
8	SF010DF-0712 Form FHWA-1273 – Required Contract Provisions, Federal-Aid Construction Contracts	See IFB Section XVIII
9	SF030AF-0708 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	See IFB Section XVIII
10	S107HF1-0211 VDOT Special Provision for Section 107.15	See IFB Section XVIII
11	S102CF2-0813 VDOT Social Provision for Use of Domestic Material	See IFB Section XVIII
12	VDOT Special Provision for Site Lighting	See IFB Section XIX

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

AGENDA TITLE:	Presentation – Barking Dogs				
MOTION(s):	**N/A**				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Jay Lindsey, Planner				
PRESENTER(S):	Jay Lindsey, Planner				
RECOMMENDATION:	N/A				
TIMING:	1-3 months				
DISCUSSION:	Discussion of how issues related to animal noise are handled in Virginia localities.				
FISCAL IMPACT:	None				
POLICY IMPACT:	Possible addition to County Ordinance				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	none				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Dogs and Noise

Other Localities' Approaches

Fluvanna County
Planning & Zoning Department

"Responsive & Responsible Government"

Albermarle County

Covered In:

- **County Code**
  - Animals and Fowl
    - In General
      - Noise from Animals

- . . . shall be a nuisance for an owner of an animal to harbor . . . which frequently howls, barks or makes other excessive, continuous or untimely sounds which are audible on the property of a complainant;
- . . . section shall not apply property zoned Rural Areas District of five (5) acres or more, public or private animal shelter or commercial kennel as defined, or sounds by livestock
- no person shall be charged with a violation unless the complainant appears before a magistrate and requests a summons

Amherst County

Covered In:

- **County Ordinance**
  - Offenses
    - Prohibited Noises

- No person shall cause or permit to be caused . . . an animal to howl, or make other noises which are plainly audible on the property of another person and which occur repeatedly or continuously for a period of thirty (30) minutes or more;
- Except: Hunting Dogs; county shelter or pound, a kennel licensed under County Code, or to livestock or poultry.

Augusta County

Handled In:

- **County Ordinance**
  - Nuisances
    - Unnecessary Noises

- Unlawful to possess or harbor any dog on property zoned Single Family Residential, Multi-family Residential, or Planned Unit Development which by loud or habitual barking or howling or other conduct likely to disturb the peace and quiet between the hours of 12 midnight and 6 a.m.
- Loud, frequent or habitual barking or howling or other conduct is observed by any animal control officer, shall be unlawful, and any such dog is hereby a public nuisance.
- Any citizen having evidence of violation may present such evidence and make affidavit to the Magistrate and request issuance of a summons

Henry County

Handled In:

- **Code of Ordinances**
  - Animals and Fowl
    - Dogs
      - Unlawful Acts

- unlawful for any animal owner to permit any dog or cat to bark . . . or create noise in any residential area continuously for more than (15) consecutive minutes between 10:00 p.m. and 7:00 a.m. and at such a volume said noise can be heard upon property other than the animal's owner;
- Violation of this subsection shall be punishable by a civil penalty of not more than two hundred fifty dollars ($250.00).

Loudoun County

Handled In:

- **Code of Ordinance**
  - Dogs and Other Animals
    - Other Unlawful Acts

- For any person to possess or harbor any dog which frequently or for a continued duration howls or makes other sounds which disturb a reasonable person of normal sensitivities across a residential real property boundary or through a partition common to two persons within a building.
- No action shall unless the offense has been complained of by at least two persons not of the same household, unless there is no more than one household within one-half mile of the property line of the property, in which case one complaint shall be sufficient. ;
- Violation shall be punishable by a civil penalty of not more than two hundred fifty dollars ($250.00).

Summary

- Covered in Ordinances, though not part of zoning;
- Establish standards for violation;
- Procedures for reporting complaints;
- Exceptions for rural activities;
- Describe penalties and subsequent procedures

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

AGENDA TITLE:	2nd Quarter FY15 Budget Report				
MOTION(s):					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:					
TIMING:	Routine				
DISCUSSION:	FY15 2nd Quarter Budget Update				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Through 12/31/14

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
110 BOARD OF SUPERVISORS							
10011000 401114 BOARDCOMP	40,800	0	40,800	18,915.76	.00	21,884.24	46.4%
10011000 402100 FICA	2,455	0	2,455	1,062.55	.00	1,392.45	43.3%
10011000 402300 MEDINS	23,004	7,195	30,199	14,034.18	.00	16,164.78	46.5%
10011000 402700 WORKCOMP	0	38	38	37.62	.00	.38	99.0%*
10011000 403100 PROFSVCS	55,400	0	55,400	10,377.00	.00	45,023.00	18.7%
10011000 403100 12DAV PROFSVCS	120,000	0	120,000	367,981.64	.00	-247,981.64	306.7%*
10011000 403500 PRINTING	100	0	100	.00	.00	100.00	.0%
10011000 403600 ADVERT	4,000	0	4,000	-101.00	.00	4,101.00	-2.5%
10011000 405210 POSTAL	400	0	400	182.71	.00	217.29	45.7%
10011000 405230 TELECOMM	3,920	0	3,920	1,083.64	.00	2,836.36	27.6%
10011000 405307 PUBOFFINS	7,250	0	7,250	7,291.00	.00	-41.00	100.6%*
10011000 405510 MILEAGE	1,000	0	1,000	309.04	.00	690.96	30.9%
10011000 405530 SUB&LODG	3,500	0	3,500	569.59	.00	2,930.41	16.3%
10011000 405540 CONVEDUC	1,250	0	1,250	1,767.75	.00	-517.75	141.4%*
10011000 405810 DUES	8,050	0	8,050	6,627.00	.00	1,423.00	82.3%*
10011000 406001 OFFSUPL	500	0	500	367.44	.00	132.56	73.5%*
10011000 406012 BOOKS	1,000	0	1,000	144.33	.00	855.67	14.4%
10011000 406014 OTHEROPER	1,000	0	1,000	696.11	.00	303.89	69.6%*
TOTAL BOARD OF SUPERVISORS	273,629	7,233	280,862	431,346.36	.00	-150,484.40	153.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
120 COUNTY ADMINISTRATOR							
10012000 401100 SAL & WAGE	151,403	9,455	160,858	77,833.78	.00	83,024.22	48.4%
10012000 401300 PT SAL/WAG	14,430	0	14,430	6,424.48	.00	8,005.52	44.5%
10012000 401310 OT PAY	800	0	800	738.92	.00	61.08	92.4%*
10012000 401335 TECH STPND	1,200	0	1,200	553.80	.00	646.20	46.2%
10012000 401336 VEH STPND	4,800	0	4,800	2,215.44	.00	2,584.56	46.2%
10012000 402100 FICA	13,207	494	13,701	5,865.31	.00	7,835.69	42.8%
10012000 402210 VRS	19,456	-2,968	16,488	7,408.00	.00	9,079.52	44.9%
10012000 402250 DISABILITY	0	0	0	50.50	.00	-50.50	100.0%*
10012000 402300 MEDINS	17,002	-6,322	10,680	3,639.97	.00	7,040.03	34.1%
10012000 402400 GRPLIFE	1,802	77	1,879	822.17	.00	1,056.83	43.8%
10012000 402700 WORKCOMP	389	-228	161	160.14	.00	.86	99.5%*
10012000 403100 PROFSVCS	4,000	0	4,000	3,996.00	.00	4.00	99.9%*
10012000 403320 MAINTCONT	0	0	0	161.51	.00	-161.51	100.0%*
10012000 405210 POSTAL	506	0	506	2,253.24	.00	-1,747.24	445.3%*
10012000 405230 TELECOMM	960	0	960	216.16	.00	743.84	22.5%
10012000 405410 LEASERENT	3,555	212	3,767	1,880.39	.00	1,886.46	49.9%
10012000 405510 MILEAGE	400	0	400	80.56	.00	319.44	20.1%
10012000 405530 SUB&LODG	1,300	0	1,300	2,898.65	.00	-1,598.65	223.0%*
10012000 405540 CONVEDUC	1,675	0	1,675	735.16	.00	939.84	43.9%
10012000 405810 DUES	1,510	0	1,510	1,201.76	.00	308.24	79.6%*
10012000 406001 OFFSUPL	2,500	0	2,500	1,374.62	.00	1,125.38	55.0%*
10012000 406012 BOOKS	350	0	350	780.40	.00	-430.40	223.0%*
10012000 408102 FURN/FIX	500	0	500	519.87	.00	-19.87	104.0%*
TOTAL COUNTY ADMINISTRATOR	241,745	719	242,464	121,810.83	.00	120,653.54	50.2%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
125 COUNTY ATTORNEY							
10012500 403100 PROFSVCS	180,000	0	180,000	46,152.38	.00	133,847.62	25.6%
TOTAL COUNTY ATTORNEY	180,000	0	180,000	46,152.38	.00	133,847.62	25.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
130 COMMISSIONER OF THE REVENUE							
10013000 401100 SAL & WAGE	230,722	3,098	233,820	107,719.81	.00	126,100.19	46.1%
10013000 401300 PT SAL/WAG	0	5,500	5,500	.00	.00	5,500.00	.0%
10013000 401330 CB STIPEND	6,197	0	6,197	.00	.00	6,197.00	.0%
10013000 402100 FICA	18,124	447	18,571	7,983.62	.00	10,587.38	43.0%
10013000 402210 VRS	29,648	-4,751	24,897	10,922.95	.00	13,973.91	43.9%
10013000 402300 MEDINS	19,044	8,196	27,240	8,480.00	.00	18,760.00	31.1%
10013000 402400 GRPLIFE	2,746	70	2,816	1,206.35	.00	1,609.65	42.8%
10013000 402700 WORKCOMP	240	-20	220	219.24	.00	.76	99.7%*
10013000 403100 PROFSVCS	17,730	0	17,730	2,640.00	.00	15,090.00	14.9%
10013000 403310 REP/MAINT	416	0	416	63.45	.00	352.55	15.3%
10013000 403320 MAINTCONT	0	0	0	4,000.00	.00	-4,000.00	100.0%*
10013000 403500 PRINTING	1,540	0	1,540	504.50	.00	1,035.50	32.8%
10013000 403600 ADVERT	200	0	200	.00	.00	200.00	.0%
10013000 405210 POSTAL	1,290	0	1,290	1,267.34	.00	22.66	98.2%*
10013000 405230 TELECOMM	1,700	0	1,700	170.80	.00	1,529.20	10.0%
10013000 405410 LEASERENT	6,080	0	6,080	561.18	.00	5,518.82	9.2%
10013000 405510 MILEAGE	150	0	150	.00	.00	150.00	.0%
10013000 405530 SUB&LODG	1,000	0	1,000	967.95	.00	32.05	96.8%*
10013000 405540 CONVEDUC	1,500	0	1,500	300.00	.00	1,200.00	20.0%
10013000 405810 DUES	480	0	480	70.00	.00	410.00	14.6%
10013000 406001 OFFSUPL	2,400	0	2,400	1,523.73	.00	876.27	63.5%*
10013000 406008 VEHFUEL	600	0	600	28.00	.00	572.00	4.7%
10013000 406021 ADPSUPL	1,700	0	1,700	.00	.00	1,700.00	.0%
10013000 408102 FURN/FIX	400	0	400	.00	.00	400.00	.0%
TOTAL COMMISSIONER OF THE REVENUE	343,907	12,540	356,447	148,628.92	.00	207,817.94	41.7%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
135 REASSESSMENT							
10013500 403100 PROFSVCS	78,050	0	78,050	84,737.32	.00	-6,687.32	108.6%*
10013500 403600 ADVERT	350	0	350	.00	.00	350.00	.0%
10013500 406001 OFFSUPL	100	0	100	.00	.00	100.00	.0%
10013500 408102 FURN/FIX	250	0	250	.00	.00	250.00	.0%
TOTAL REASSESSMENT	78,750	0	78,750	84,737.32	.00	-5,987.32	107.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
140 TREASURER							
10014000 401100 SAL & WAGE	273,938	7,041	280,979	130,086.72	.00	150,892.28	46.3%
10014000 402100 FICA	20,956	481	21,437	9,609.78	.00	11,827.22	44.8%
10014000 402210 VRS	35,201	-5,695	29,506	13,557.35	.00	15,948.45	45.9%
10014000 402300 MEDINS	37,756	-136	37,620	17,242.50	.00	20,377.50	45.8%
10014000 402400 GRPLIFE	3,260	75	3,335	1,498.07	.00	1,836.93	44.9%
10014000 402700 WORKCOMP	290	-35	255	254.27	.00	.73	99.7%*
10014000 403100 PROFSVCS	20,325	0	20,325	6,707.50	.00	13,617.50	33.0%
10014000 403320 MAINTCONT	0	0	0	60.00	.00	-60.00	100.0%*
10014000 403500 PRINTING	11,575	0	11,575	.00	.00	11,575.00	.0%
10014000 403600 ADVERT	120	0	120	149.00	.00	-29.00	124.2%*
10014000 404102 DMV DMVONLN	16,000	0	16,000	11,500.00	.00	4,500.00	71.9%*
10014000 405210 POSTAL	35,000	0	35,000	15,315.89	.00	19,684.11	43.8%
10014000 405230 TELECOMM	2,500	0	2,500	558.03	.00	1,941.97	22.3%
10014000 405410 LEASERENT	7,308	0	7,308	3,167.70	.00	4,140.30	43.3%
10014000 405540 CONVEDUC	1,000	0	1,000	265.04	.00	734.96	26.5%
10014000 405810 DUES	830	0	830	.00	.00	830.00	.0%
10014000 406001 OFFSUPL	3,500	0	3,500	1,980.44	.00	1,519.56	56.6%*
10014000 406021 ADPSUPL	2,500	0	2,500	.00	.00	2,500.00	.0%
10014000 408102 FURN/FIX	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL TREASURER	473,059	1,731	474,790	211,952.29	.00	262,837.51	44.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
150 INFORMATION TECHNOLOGY							
10015000 401100 SAL & WAGE	105,631	5,141	110,772	52,471.73	.00	58,300.27	47.4%
10015000 401310 OT PAY	1,000	0	1,000	.00	.00	1,000.00	.0%
10015000 402100 FICA	8,081	202	8,283	3,790.22	.00	4,492.78	45.8%
10015000 402210 VRS	13,574	-2,179	11,395	5,238.08	.00	6,157.15	46.0%
10015000 402300 MEDINS	6,001	4,679	10,680	4,895.00	.00	5,785.00	45.8%
10015000 402400 GRPLIFE	1,257	31	1,288	578.76	.00	709.24	44.9%
10015000 402700 WORKCOMP	71	27	98	97.39	.00	.61	99.4%*
10015000 403100 PROFSVCS	14,900	0	14,900	1,173.55	.00	13,726.45	7.9%
10015000 403131 ADPSERV	172,080	0	172,080	70,233.16	.00	101,846.84	40.8%
10015000 405210 POSTAL	0	0	0	6.05	.00	-6.05	100.0%*
10015000 405230 TELECOMM	31,800	0	31,800	9,602.51	.00	22,197.49	30.2%
10015000 405410 LEASERENT	0	0	0	125.00	.00	-125.00	100.0%*
10015000 405510 MILEAGE	200	0	200	.00	.00	200.00	.0%
10015000 405540 CONVEDUC	2,000	0	2,000	199.49	.00	1,800.51	10.0%
10015000 405810 DUES	500	0	500	170.00	.00	330.00	34.0%
10015000 406001 OFFSUPL	600	0	600	80.88	.00	519.12	13.5%
10015000 406012 BOOKS	1,100	0	1,100	272.95	.00	827.05	24.8%
10015000 406021 ADPSUPL	8,000	0	8,000	3,574.81	.00	4,425.19	44.7%
10015000 408102 FURN/FIX	500	0	500	.00	.00	500.00	.0%
10015000 408107 EDPEQUIP	34,020	0	34,020	24,755.73	142.21	9,122.06	73.2%*
TOTAL INFORMATION TECHNOLOGY	401,315	7,901	409,216	177,265.31	142.21	231,808.71	43.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
160 FINANCE							
10016000 401100 SAL & WAGE	244,939	2,027	246,966	108,515.18	.00	138,450.82	43.9%
10016000 401310 OT PAY	0	0	0	6.34	.00	-6.34	100.0%*
10016000 402100 FICA	18,738	155	18,893	8,057.98	.00	10,835.02	42.7%
10016000 402210 VRS	31,475	-5,392	26,083	11,430.39	.00	14,652.48	43.8%
10016000 402300 MEDINS	26,503	7,577	34,080	12,195.00	.00	21,885.00	35.8%
10016000 402400 GRPLIFE	2,915	24	2,939	1,268.11	.00	1,670.89	43.1%
10016000 402700 WORKCOMP	221	6	227	226.42	.00	.58	99.7%*
10016000 403100 PROFSVCS	2,350	0	2,350	647.50	.00	1,702.50	27.6%
10016000 403300 CONTRSVC	0	0	0	676.00	.00	-676.00	100.0%*
10016000 403500 PRINTING	0	0	0	63.18	.00	-63.18	100.0%*
10016000 403600 ADVERT	0	0	0	61.00	.00	-61.00	100.0%*
10016000 405210 POSTAL	1,800	0	1,800	505.76	.00	1,294.24	28.1%
10016000 405230 TELECOMM	900	0	900	188.87	.00	711.13	21.0%
10016000 405410 LEASERENT	2,100	169	2,269	1,186.85	.00	1,082.60	52.3%*
10016000 405510 MILEAGE	300	0	300	160.16	.00	139.84	53.4%*
10016000 405530 SUB&LODG	1,200	0	1,200	2.25	.00	1,197.75	.2%
10016000 405540 CONVEDUC	2,300	0	2,300	.00	.00	2,300.00	.0%
10016000 405810 DUES	1,330	0	1,330	480.00	.00	850.00	36.1%
10016000 406001 OFFSUPL	4,000	0	4,000	364.25	.00	3,635.75	9.1%
10016000 406012 BOOKS	300	0	300	.00	.00	300.00	.0%
10016000 406014 OTHEROPER	0	0	0	5.00	.00	-5.00	100.0%*
10016000 408102 FURN/FIX	500	0	500	93.72	.00	406.28	18.7%
TOTAL FINANCE	341,871	4,566	346,437	146,133.96	.00	200,303.36	42.2%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
170 REGISTRAR/ELECTORAL BOARD							
10017000 401100 SAL & WAGE	52,169	1,826	53,995	26,402.95	.00	27,592.05	48.9%
10017000 401114 BOARDCOMP	9,801	0	9,801	3,811.32	.00	5,989.68	38.9%
10017000 401300 PT SAL/WAG	37,175	1,479	38,654	17,510.16	.00	21,143.84	45.3%
10017000 401310 OT PAY	0	0	0	363.32	.00	-363.32	100.0%*
10017000 402100 FICA	6,835	253	7,088	3,602.05	.00	3,485.95	50.8%*
10017000 402210 VRS	9,747	-1,033	8,714	3,541.19	.00	5,173.12	40.6%
10017000 402250 DISABILITY	0	0	0	51.90	.00	-51.90	100.0%*
10017000 402300 MEDINS	15,752	-1,652	14,100	6,462.50	.00	7,637.50	45.8%
10017000 402400 GRPLIFE	903	22	925	391.03	.00	533.97	42.3%
10017000 402700 WORKCOMP	116	-43	73	72.05	.00	.95	98.7%*
10017000 403300 CONTRSVC	54,259	0	54,259	23,112.16	.00	31,146.84	42.6%
10017000 403310 REP/MAINT	0	0	0	1,100.00	.00	-1,100.00	100.0%*
10017000 403600 ADVERT	500	0	500	116.50	.00	383.50	23.3%
10017000 405210 POSTAL	2,500	0	2,500	969.35	.00	1,530.65	38.8%
10017000 405230 TELECOMM	1,930	0	1,930	330.06	.00	1,599.94	17.1%
10017000 405410 LEASERENT	2,870	0	2,870	.00	.00	2,870.00	.0%
10017000 405510 MILEAGE	2,500	0	2,500	694.52	.00	1,805.48	27.8%
10017000 405530 SUB&LODG	2,400	0	2,400	.00	.00	2,400.00	.0%
10017000 405540 CONVEDUC	2,600	0	2,600	422.46	.00	2,177.54	16.2%
10017000 405810 DUES	455	0	455	125.00	.00	330.00	27.5%
10017000 406001 OFFSUPL	3,000	0	3,000	2,727.73	.00	272.27	90.9%*
10017000 408101 MACHEQUIP	33,050	1,125	34,175	18,840.00	.00	15,335.00	55.1%*
TOTAL REGISTRAR/ELECTORAL BOARD	238,562	1,977	240,539	110,646.25	.00	129,893.06	46.0%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
180 HUMAN RESOURCES							
10018000 401100 SAL & WAGE	54,057	1,622	55,679	25,698.01	.00	29,980.99	46.2%
10018000 402100 FICA	4,135	124	4,259	1,911.70	.00	2,347.30	44.9%
10018000 402210 VRS	6,946	-1,092	5,854	2,693.71	.00	3,160.38	46.0%
10018000 402300 MEDINS	6,000	-120	5,880	2,695.00	.00	3,185.00	45.8%
10018000 402400 GRPLIFE	643	19	662	297.67	.00	364.33	45.0%
10018000 402700 WORKCOMP	65	-14	51	50.31	.00	.69	98.6%*
10018000 403100 PROFSVCS	3,200	0	3,200	.00	.00	3,200.00	.0%
10018000 405350 RECRUIT	1,000	0	1,000	170.00	.00	830.00	17.0%
10018000 405360 EMP RECOGN	10,150	0	10,150	1,647.61	.00	8,502.39	16.2%
10018000 405410 LEASERENT	538	45	583	188.45	.00	394.35	32.3%
10018000 405510 MILEAGE	100	0	100	.00	.00	100.00	.0%
10018000 405530 SUB&LODG	500	0	500	72.30	.00	427.70	14.5%
10018000 405540 CONVEDUC	900	0	900	604.00	.00	296.00	67.1%*
10018000 405810 DUES	480	0	480	.00	.00	480.00	.0%
10018000 406001 OFFSUPL	500	0	500	432.00	.00	68.00	86.4%*
10018000 406012 BOOKS	130	0	130	129.19	.00	.81	99.4%*
10018000 408101 MACHEQUIP	0	3,000	3,000	3,004.00	.00	-4.00	100.1%*
10018000 408102 FURN/FIX	0	0	0	2,079.52	.00	-2,079.52	100.0%*
TOTAL HUMAN RESOURCES	89,344	3,584	92,928	41,673.47	.00	51,254.42	44.8%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
210 GENERAL DISTRICT COURT							
10021000 403320 MAINTCONT	3,015	0	3,015	1,233.51	.00	1,781.49	40.9%
10021000 405230 TELECOMM	4,000	0	4,000	1,552.71	.00	2,447.29	38.8%
10021000 405410 LEASERENT	100	0	100	.00	969.06	-869.06	969.1%*
10021000 405510 MILEAGE	150	0	150	.00	.00	150.00	.0%
10021000 405540 CONVEDUC	500	0	500	.00	.00	500.00	.0%
10021000 405810 DUES	60	0	60	60.00	.00	.00	100.0%*
10021000 406001 OFFSUPL	275	0	275	41.42	.00	233.58	15.1%
TOTAL GENERAL DISTRICT COURT	8,100	0	8,100	2,887.64	969.06	4,243.30	47.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
220 COURT SERVICE UNIT							
10022000 405210 POSTAL	160	0	160	.00	.00	160.00	.0%
10022000 405230 TELECOMM	900	0	900	160.85	.00	739.15	17.9%
10022000 405410 LEASERENT	450	0	450	86.90	.00	363.10	19.3%
10022000 405510 MILEAGE	350	0	350	.00	.00	350.00	.0%
10022000 405540 CONVEDUC	300	0	300	40.00	.00	260.00	13.3%
10022000 406001 OFFSUPL	700	0	700	39.95	.00	660.05	5.7%
TOTAL COURT SERVICE UNIT	2,860	0	2,860	327.70	.00	2,532.30	11.5%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
230 CLERK OF THE CIRCUIT COURT							
10023000 401100 SAL & WAGE	365,234	9,090	374,324	171,404.71	.00	202,919.29	45.8%
10023000 401310 OT PAY	0	0	0	57.19	.00	-57.19	100.0%*
10023000 402100 FICA	27,941	695	28,636	11,944.31	.00	16,691.69	41.7%
10023000 402210 VRS	46,932	-7,535	39,397	18,018.17	.00	21,378.68	45.7%
10023000 402250 DISABILITY	0	0	0	98.41	.00	-98.41	100.0%*
10023000 402300 MEDINS	65,505	4,155	69,660	30,647.50	.00	39,012.50	44.0%
10023000 402400 GRPLIFE	4,347	108	4,455	1,987.37	.00	2,467.63	44.6%
10023000 402700 WORKCOMP	371	-30	341	340.12	.00	.88	99.7%*
10023000 403100 PROFSVCS	35,000	0	35,000	7,625.01	.00	27,374.99	21.8%
10023000 403140 TTFND TECHTRUST	7,096	0	7,096	.00	.00	7,096.00	.0%
10023000 403150 RECPR RECRDPRSV	14,000	0	14,000	.00	.00	14,000.00	.0%
10023000 403300 CONTRSVC	1,200	0	1,200	429.51	.00	770.49	35.8%
10023000 403310 REP/MAINT	750	0	750	.00	.00	750.00	.0%
10023000 403320 MAINTCONT	1,700	0	1,700	.00	.00	1,700.00	.0%
10023000 403500 PRINTING	4,100	0	4,100	1,139.39	.00	2,960.61	27.8%
10023000 405210 POSTAL	3,500	0	3,500	9,794.91	.00	-6,294.91	279.9%*
10023000 405230 TELECOMM	1,500	0	1,500	353.09	.00	1,146.91	23.5%
10023000 405410 LEASERENT	2,900	197	3,097	1,199.97	2,358.96	-462.30	114.9%*
10023000 405510 MILEAGE	300	0	300	.00	.00	300.00	.0%
10023000 405540 CONVEDUC	750	0	750	.00	.00	750.00	.0%
10023000 405810 DUES	400	0	400	.00	.00	400.00	.0%
10023000 406001 OFFSUPL	6,020	0	6,020	2,213.20	.00	3,806.80	36.8%
10023000 406012 BOOKS	8	0	8	.00	.00	8.00	.0%
10023000 408102 FURN/FIX	400	0	400	.00	.00	400.00	.0%
10023000 408107 EDPEQUIP	2,500	0	2,500	.00	.00	2,500.00	.0%
TOTAL CLERK OF THE CIRCUIT COURT	592,454	6,679	599,133	257,252.86	2,358.96	339,521.66	43.3%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
235 CIRCUIT COURT JUDGE							
10023500 401115 JURORWITNS	4,800	0	4,800	1,380.00	.00	3,420.00	28.8%
10023500 401116 JURYCOMMIS	180	0	180	.00	.00	180.00	.0%
10023500 401117 CIVILJUROR	5,400	0	5,400	.00	.00	5,400.00	.0%
10023500 401118 GRNDJUROR	1,260	0	1,260	.00	.00	1,260.00	.0%
10023500 401119 WITNESSFEE	500	0	500	.00	.00	500.00	.0%
10023500 401120 CAATTYFEES	175	0	175	.00	.00	175.00	.0%
10023500 403100 PROFSVCS	24,613	0	24,613	54.00	.00	24,559.00	.2%
10023500 403320 MAINTCONT	100	0	100	.00	.00	100.00	.0%
10023500 405230 TELECOMM	500	0	500	94.44	.00	405.56	18.9%
10023500 405810 DUES	650	0	650	.00	.00	650.00	.0%
10023500 406001 OFFSUPL	750	-550	200	162.98	.00	37.02	81.5%*
10023500 408107 EDPEQUIP	0	550	550	.00	.00	550.00	.0%
TOTAL CIRCUIT COURT JUDGE	38,928	0	38,928	1,691.42	.00	37,236.58	4.3%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
240 COMMONWEALTHS ATTORNEY							
10024000 401100 SAL & WAGE	236,075	4,111	240,186	119,027.20	.00	121,158.80	49.6%
10024000 401100 VICWT SAL & WAGE	46,226	71	46,297	21,758.12	.00	24,538.88	47.0%
10024000 401310 VICWT OT PAY	0	0	0	78.67	.00	-78.67	100.0%*
10024000 401330 CB STIPEND	8,841	0	8,841	.00	.00	8,841.00	.0%
10024000 402100 FICA	18,736	314	19,050	8,127.65	.00	10,922.35	42.7%
10024000 402100 VICWT FICA	3,489	5	3,494	1,619.37	.00	1,874.63	46.3%
10024000 402210 VRS	30,336	-5,017	25,319	12,475.50	.00	12,843.28	49.3%
10024000 402210 VICWT VRS	5,861	-1,043	4,818	2,261.83	.00	2,556.23	46.9%
10024000 402300 MEDINS	23,002	4,238	27,240	12,485.00	.00	14,755.00	45.8%
10024000 402300 VICWT MEDINS	6,003	-123	5,880	2,695.00	.00	3,185.00	45.8%
10024000 402400 GRPLIFE	2,809	49	2,858	1,357.36	.00	1,500.64	47.5%
10024000 402400 VICWT GRPLIFE	543	1	544	271.08	.00	272.92	49.8%
10024000 402700 WORKCOMP	210	33	243	242.33	.00	.67	99.7%*
10024000 403300 CONTRSVC	1,500	0	1,500	315.31	.00	1,184.69	21.0%
10024000 403320 MAINTCONT	3,568	0	3,568	173.40	.00	3,394.60	4.9%
10024000 405210 POSTAL	775	0	775	35.99	.00	739.01	4.6%
10024000 405230 TELECOMM	1,700	0	1,700	399.99	.00	1,300.01	23.5%
10024000 405410 LEASERENT	58	0	58	.00	.00	58.00	.0%
10024000 405540 CONVEDUC	5,000	0	5,000	3,167.90	.00	1,832.10	63.4%*
10024000 405810 DUES	1,210	0	1,210	595.00	.00	615.00	49.2%
10024000 406001 OFFSUPL	4,300	0	4,300	307.74	.00	3,992.26	7.2%
10024000 406012 BOOKS	6,500	0	6,500	1,953.02	.00	4,546.98	30.0%
10024000 408102 FURN/FIX	250	0	250	.00	.00	250.00	.0%
10024000 408107 EDPEQUIP	250	0	250	.00	.00	250.00	.0%
TOTAL COMMONWEALTHS ATTORNEY	407,242	2,639	409,881	189,347.46	.00	220,533.38	46.2%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
310 SHERIFF							
10031000 401100 SAL & WAGE	1,367,972	33,165	1,401,137	647,249.75	.00	753,887.25	46.2%
10031000 401300 PT SAL/WAG	41,007	0	41,007	23,726.70	.00	17,280.30	57.9%*
10031000 401310 OT PAY	50,000	0	50,000	33,606.22	.00	16,393.78	67.2%*
10031000 401320 HOLDISCPAY	44,000	0	44,000	21,750.08	.00	22,249.92	49.4%
10031000 401325 CNTRCTWAGE	30,000	0	30,000	15,352.50	.00	14,647.50	51.2%*
10031000 401331 AC STIPEND	12,000	0	12,000	.00	.00	12,000.00	.0%
10031000 401332 FT STIPEND	3,000	-3,000	0	.00	.00	.00	.0%
10031000 401333 ED STIPEND	15,000	-15,000	0	.00	.00	.00	.0%
10031000 401334 MD STIPEND	12,600	-12,600	0	.00	.00	.00	.0%
10031000 402100 FICA	117,454	196	117,650	55,408.76	.00	62,241.24	47.1%
10031000 402210 VRS	178,927	-30,840	148,087	65,894.07	.00	82,192.74	44.5%
10031000 402300 MEDINS	174,460	-15,547	158,913	78,116.41	.00	80,796.47	49.2%
10031000 402400 GRPLIFE	16,570	31	16,601	7,281.33	.00	9,319.67	43.9%
10031000 402700 WORKCOMP	19,539	6,022	25,561	25,560.30	.00	.70	100.0%*
10031000 402750 LINEOFDUTY	10,642	0	10,642	10,540.00	.00	102.00	99.0%*
10031000 402810 CLOTHING	2,800	0	2,800	.00	.00	2,800.00	.0%
10031000 403100 PROFSVCS	2,000	1,712	3,712	2,317.00	.00	1,395.00	62.4%*
10031000 403300 CONTRSVC	2,000	0	2,000	.00	.00	2,000.00	.0%
10031000 403310 REP/MAINT	15,700	0	15,700	2,375.70	.00	13,324.30	15.1%
10031000 403315 VEH REP/MN	25,500	0	25,500	9,553.35	.00	15,946.65	37.5%
10031000 403320 MAINTCONT	19,300	0	19,300	12,298.09	.00	7,001.91	63.7%*
10031000 403600 ADVERT	1,000	0	1,000	.00	.00	1,000.00	.0%
10031000 405210 POSTAL	2,000	0	2,000	598.54	.00	1,401.46	29.9%
10031000 405230 TELECOMM	37,000	0	37,000	14,628.75	.00	22,371.25	39.5%
10031000 405305 VEHICLEINS	18,240	0	18,240	19,981.00	.00	-1,741.00	109.5%*
10031000 405410 LEASERENT	2,300	0	2,300	1,229.03	621.98	448.99	80.5%*
10031000 405510 MILEAGE	0	0	0	76.28	.00	-76.28	100.0%*
10031000 405530 SUB&LODG	5,000	0	5,000	2,361.12	.00	2,638.88	47.2%
10031000 405540 CONVEDUC	37,200	13,000	50,200	31,455.05	.00	18,744.95	62.7%*
10031000 405550 EXTRADITON	1,000	0	1,000	6.00	.00	994.00	.6%
10031000 405810 DUES	2,200	0	2,200	2,681.75	.00	-481.75	121.9%*
10031000 406001 OFFSUPL	8,500	0	8,500	1,854.59	.00	6,645.41	21.8%
10031000 406002 FOODSUPL	0	0	0	695.44	.00	-695.44	100.0%*
10031000 406003 AGRICSUPL	500	0	500	854.76	.00	-354.76	171.0%*
10031000 406008 VEHFUEL	85,000	0	85,000	4,858.52	.00	80,141.48	5.7%
10031000 406009 VEHSUPL	7,000	0	7,000	9,432.68	.00	-2,432.68	134.8%*
10031000 406010 POLICESUPL	12,000	0	12,000	3,679.87	.00	8,320.13	30.7%
10031000 406011 UNIFORMS	10,000	0	10,000	9,313.83	5,767.00	-5,080.83	150.8%*
10031000 406011 BPVST UNIFORMS	0	2,638	2,638	.00	.00	2,637.96	.0%
10031000 406014 OTHEROPER	1,000	0	1,000	365.60	.00	634.40	36.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10031000 408103 COMMEQUIP	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL SHERIFF	2,392,411	-20,223	2,372,188	1,115,103.07	6,388.98	1,250,695.60	47.3%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
320 E911							
10032000 401100 SAL & WAGE	410,893	0	410,893	201,349.61	.00	209,543.39	49.0%
10032000 401300 PT SAL/WAG	18,300	0	18,300	3,977.16	.00	14,322.84	21.7%
10032000 401310 OT PAY	25,000	0	25,000	11,126.92	.00	13,873.08	44.5%
10032000 401320 HOLDISCPAY	20,000	0	20,000	7,481.30	.00	12,518.70	37.4%
10032000 401333 ED STIPEND	3,500	0	3,500	.00	.00	3,500.00	.0%
10032000 402100 FICA	36,054	0	36,054	16,508.85	.00	19,545.15	45.8%
10032000 402210 VRS	52,800	-9,327	43,473	19,153.60	.00	24,319.13	44.1%
10032000 402250 DISABILITY	0	0	0	162.76	.00	-162.76	100.0%*
10032000 402300 MEDINS	67,005	-7,065	59,940	27,945.26	.00	31,994.74	46.6%
10032000 402400 GRPLIFE	4,890	0	4,890	2,111.41	.00	2,778.59	43.2%
10032000 402700 WORKCOMP	443	-65	378	377.25	.00	.75	99.8%*
10032000 403161 E911 SIGNS	6,506	0	6,506	3,906.80	.00	2,599.20	60.0%*
10032000 403300 CONTRSVC	38,077	0	38,077	12,350.00	.00	25,727.00	32.4%
10032000 403310 REP/MAINT	6,000	0	6,000	315.00	.00	5,685.00	5.3%
10032000 403320 E911O MAINTCONT	58,251	0	58,251	35,509.53	.00	22,741.47	61.0%*
10032000 405230 TELECOMM	63,500	0	63,500	28,257.12	.00	35,242.88	44.5%
10032000 405410 LEASERENT	1,320	233	1,553	498.87	621.62	432.68	72.1%*
10032000 405510 MILEAGE	500	0	500	.00	.00	500.00	.0%
10032000 405530 SUB&LODG	2,000	0	2,000	.00	.00	2,000.00	.0%
10032000 405540 CONVEDUC	2,000	0	2,000	71.19	.00	1,928.81	3.6%
10032000 405810 DUES	500	0	500	406.00	.00	94.00	81.2%*
10032000 406001 OFFSUPL	2,000	0	2,000	361.29	.00	1,638.71	18.1%
10032000 406011 UNIFORMS	1,200	0	1,200	.00	.00	1,200.00	.0%
10032000 406014 OTHEROPER	1,500	0	1,500	751.65	.00	748.35	50.1%*
10032000 408107 EDPEQUIP	2,000	0	2,000	1,996.77	.00	3.23	99.8%*
TOTAL E911	824,239	-16,224	808,015	374,618.34	621.62	432,774.94	46.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
325 FIRE AND RESCUE SQUAD							
10032500 402750 LINEOFDUTY	17,030	-4,024	13,006	12,127.00	.00	879.00	93.2%*
10032500 405308 GENLIAB	174,968	0	174,968	104,686.00	.00	70,282.00	59.8%*
10032500 405625 F&R OPER	363,906	0	363,906	174,596.50	.00	189,309.50	48.0%
10032500 405626 F&R CAP	240,000	0	240,000	95,000.00	.00	145,000.00	39.6%
10032500 405627 STFRE STATEFIRE	61,610	0	61,610	.00	.00	61,610.00	.0%
10032500 405628 24LFE 2 FOR LIFE	24,590	0	24,590	.00	.00	24,590.00	.0%
TOTAL FIRE AND RESCUE SQUAD	882,104	-4,024	878,080	386,409.50	.00	491,670.50	44.0%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
330 FOREST WARDEN							
10033000 405660 FIRESUPPR	9,053	0	9,053	9,011.97	.00	41.03	99.5%*
TOTAL FOREST WARDEN	9,053	0	9,053	9,011.97	.00	41.03	99.5%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
335 CORRECTION AND DETENTION							
10033500 401114 BOARDCOMP	2,208	0	2,208	601.80	.00	1,606.20	27.3%
10033500 402100 FICA	162	0	162	45.86	.00	116.14	28.3%
10033500 403840 CONFINE	173,255	0	173,255	117,104.52	.00	56,150.48	67.6%*
10033500 406002 FOODSUPL	500	0	500	32.64	.00	467.36	6.5%
10033500 407003 BRJDCDEBT	75,000	0	75,000	37,699.50	.00	37,300.50	50.3%*
10033500 407004 CVRJCOP	809,300	0	809,300	400,620.26	.00	408,679.74	49.5%
10033500 407005 CVRJDEBT	32,672	0	32,672	.00	.00	32,672.00	.0%
TOTAL CORRECTION AND DETENTION	1,093,097	0	1,093,097	556,104.58	.00	536,992.42	50.9%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
340 BUILDING INSPECTIONS							
10034000 401100 SAL & WAGE	167,500	4,956	172,456	79,654.84	.00	92,801.16	46.2%
10034000 402100 FICA	12,814	379	13,193	5,708.30	.00	7,484.70	43.3%
10034000 402210 VRS	21,524	-3,391	18,133	8,398.34	.00	9,734.91	46.3%
10034000 402300 MEDINS	30,815	-8,375	22,440	10,285.00	.00	12,155.00	45.8%
10034000 402400 GRPLIFE	1,993	59	2,052	946.90	.00	1,105.10	46.1%
10034000 402700 WORKCOMP	2,180	855	3,035	3,035.01	.00	-.01	100.0%*
10034000 403100 PROFSVCS	650	0	650	.00	.00	650.00	.0%
10034000 403300 CONTRSVC	1,000	0	1,000	999.00	.00	1.00	99.9%*
10034000 405210 POSTAL	400	0	400	156.10	.00	243.90	39.0%
10034000 405230 TELECOMM	2,000	0	2,000	327.77	.00	1,672.23	16.4%
10034000 405410 LEASERENT	0	0	0	1.40	.00	-1.40	100.0%*
10034000 405540 CONVEDUC	300	0	300	.00	.00	300.00	.0%
10034000 405810 DUES	175	0	175	.00	.00	175.00	.0%
10034000 405997 SURCHG	2,700	0	2,700	548.09	.00	2,151.91	20.3%
10034000 406001 OFFSUPL	1,500	0	1,500	54.25	.00	1,445.75	3.6%
10034000 406008 VEHFUEL	4,000	0	4,000	403.17	.00	3,596.83	10.1%
10034000 406012 BOOKS	600	0	600	555.30	.00	44.70	92.6%*
TOTAL BUILDING INSPECTIONS	250,151	-5,517	244,634	111,073.47	.00	133,560.78	45.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
345 EMERGENCY MANAGEMENT							
10034500 401100 SAL & WAGE	53,040	1,591	54,631	25,214.28	.00	29,416.72	46.2%
10034500 402100 FICA	4,059	122	4,181	1,917.84	.00	2,263.16	45.9%
10034500 402210 VRS	6,817	-1,072	5,745	2,642.94	.00	3,101.94	46.0%
10034500 402300 MEDINS	8,960	-3,080	5,880	2,695.00	.00	3,185.00	45.8%
10034500 402400 GRPLIFE	631	19	650	316.91	.00	333.09	48.8%
10034500 402700 WORKCOMP	60	-11	49	48.90	.00	.10	99.8%*
10034500 403100 PROFSVCS	297,694	150,000	447,694	98,046.23	.00	349,647.77	21.9%
10034500 403500 PRINTING	300	0	300	.00	.00	300.00	.0%
10034500 403600 ADVERT	1,000	0	1,000	641.96	.00	358.04	64.2%*
10034500 405510 MILEAGE	100	0	100	.00	.00	100.00	.0%
10034500 405530 SUB&LODG	500	0	500	831.44	.00	-331.44	166.3%*
10034500 405540 CONVEDUC	21,050	0	21,050	116.35	.00	20,933.65	.6%
10034500 405810 DUES	300	0	300	.00	.00	300.00	.0%
10034500 406001 OFFSUPL	300	0	300	102.72	.00	197.28	34.2%
10034500 406008 VEHFUEL	1,500	0	1,500	.00	.00	1,500.00	.0%
10034500 406012 BOOKS	200	0	200	.00	.00	200.00	.0%
10034500 406020 EMERSUPP	500	0	500	300.16	.00	199.84	60.0%*
TOTAL EMERGENCY MANAGEMENT	397,011	147,569	544,580	132,874.73	.00	411,705.15	24.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
350 ANIMAL CONTROL							
10035000 401100 SAL & WAGE	72,719	0	72,719	26,681.83	.00	46,037.17	36.7%
10035000 401310 OT PAY	4,500	0	4,500	946.18	.00	3,553.82	21.0%
10035000 401320 HOLDISCPAY	0	0	0	330.57	.00	-330.57	100.0%*
10035000 402100 FICA	5,908	0	5,908	2,113.17	.00	3,794.83	35.8%
10035000 402210 VRS	9,344	-1,651	7,693	2,426.19	.00	5,267.09	31.5%
10035000 402300 MEDINS	12,004	-6,124	5,880	3,675.00	.00	2,205.00	62.5%*
10035000 402400 GRPLIFE	866	0	866	266.71	.00	599.29	30.8%
10035000 402700 WORKCOMP	755	373	1,128	1,127.15	.00	.85	99.9%*
10035000 402750 LINEOFDUTY	693	0	693	703.00	.00	-10.00	101.4%*
10035000 403100 PROFSVCS	500	0	500	1,024.44	.00	-524.44	204.9%*
10035000 403300 CONTRSVC	128,500	0	128,500	65,048.77	.00	63,451.23	50.6%*
10035000 403310 REP/MAINT	500	0	500	.00	.00	500.00	.0%
10035000 403315 VEH REP/MN	2,500	0	2,500	.00	.00	2,500.00	.0%
10035000 403600 ADVERT	350	0	350	.00	.00	350.00	.0%
10035000 405230 TELECOMM	1,265	0	1,265	188.30	.00	1,076.70	14.9%
10035000 405305 VEHICLEINS	1,000	0	1,000	974.70	.00	25.30	97.5%*
10035000 405530 SUB&LODG	1,000	0	1,000	.00	.00	1,000.00	.0%
10035000 405540 CONVEDUC	500	0	500	.00	.00	500.00	.0%
10035000 405820 CLAIMS	2,500	0	2,500	.00	.00	2,500.00	.0%
10035000 405825 S&N TAX	1,000	0	1,000	.00	.00	1,000.00	.0%
10035000 406001 OFFSUPL	500	0	500	.00	.00	500.00	.0%
10035000 406003 AGRICSUPL	400	0	400	.00	.00	400.00	.0%
10035000 406008 VEHFUEL	5,000	0	5,000	212.46	.00	4,787.54	4.2%
10035000 406009 VEHSUPL	600	0	600	513.76	.00	86.24	85.6%*
10035000 406011 UNIFORMS	1,000	0	1,000	736.00	.00	264.00	73.6%*
TOTAL ANIMAL CONTROL	253,904	-7,402	246,502	106,968.23	.00	139,534.05	43.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
410 LITTER							
10041000 403100 PROFSVCS	0	13,500	13,500	.00	.00	13,500.00	.0%
10041000 403100 ALIED PROFSVCS	2,700	0	2,700	.00	.00	2,700.00	.0%
10041000 406014 OTHEROPER	8,000	569	8,569	2,268.03	.00	6,300.97	26.5%
TOTAL LITTER	10,700	14,069	24,769	2,268.03	.00	22,500.97	9.2%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
415 FACILITIES							
10041500 401100 SAL & WAGE	294,686	7,556	302,242	139,351.35	.00	162,890.65	46.1%
10041500 401310 OT PAY	8,000	0	8,000	2,295.83	.00	5,704.17	28.7%
10041500 402100 FICA	23,155	578	23,733	10,595.70	.00	13,137.30	44.6%
10041500 402210 VRS	37,867	-6,062	31,805	14,185.34	.00	17,619.77	44.6%
10041500 402250 DISABILITY	0	0	0	68.53	.00	-68.53	100.0%*
10041500 402300 MEDINS	56,474	-3,554	52,920	24,192.61	.00	28,727.39	45.7%
10041500 402400 GRPLIFE	3,507	90	3,597	1,555.34	.00	2,041.66	43.2%
10041500 402700 WORKCOMP	6,803	-797	6,006	6,005.96	.00	.04	100.0%*
10041500 403100 PROFSVCS	5,000	0	5,000	11,934.96	.00	-6,934.96	238.7%*
10041500 403300 CONTRSVC	46,000	0	46,000	27,450.64	.00	18,549.36	59.7%*
10041500 403310 REP/MAINT	180,000	0	180,000	74,316.09	.00	105,683.91	41.3%
10041500 403315 VEH REP/MN	20,000	0	20,000	4,413.51	.00	15,586.49	22.1%
10041500 403600 ADVERT	350	0	350	.00	.00	350.00	.0%
10041500 403700 LAUNDRY	8,000	0	8,000	3,575.86	.00	4,424.14	44.7%
10041500 405210 POSTAL	350	0	350	15.83	.00	334.17	4.5%
10041500 405230 TELECOMM	5,500	0	5,500	863.47	.00	4,636.53	15.7%
10041500 405305 VEHICLEINS	16,000	0	16,000	12,183.75	.00	3,816.25	76.1%*
10041500 405410 LEASERENT	1,200	0	1,200	.00	.00	1,200.00	.0%
10041500 405510 MILEAGE	200	0	200	.00	.00	200.00	.0%
10041500 405530 SUB&LODG	1,000	0	1,000	9.98	.00	990.02	1.0%
10041500 405540 CONVEDUC	3,000	0	3,000	245.00	.00	2,755.00	8.2%
10041500 405810 DUES	300	0	300	.00	.00	300.00	.0%
10041500 406001 OFFSUPL	1,500	0	1,500	.00	.00	1,500.00	.0%
10041500 406003 AGRICSUPL	15,000	0	15,000	5,797.67	.00	9,202.33	38.7%
10041500 406004 GENLSUPL	25,000	0	25,000	11,138.87	.00	13,861.13	44.6%
10041500 406005 JANITSUPL	15,000	0	15,000	6,520.18	.00	8,479.82	43.5%
10041500 406008 VEHFUEL	23,000	0	23,000	.00	.00	23,000.00	.0%
10041500 406009 VEHSUPL	3,500	0	3,500	2,828.85	.00	671.15	80.8%*
10041500 408101 MACHEQUIP	4,500	0	4,500	1,175.90	.00	3,324.10	26.1%
10041500 408103 COMMEQUIP	500	0	500	.00	.00	500.00	.0%
TOTAL FACILITIES	805,392	-2,189	803,203	360,721.22	.00	442,481.89	44.9%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
420 GENERAL SERVICES							
10042000 403320 MAINTCONT	115,200	0	115,200	46,879.47	3,144.51	65,176.02	43.4%
10042000 405110 ELECSVCS	200,000	0	200,000	84,067.01	.00	115,932.99	42.0%
10042000 405120 HEATSVCS	110,000	0	110,000	34,901.57	.00	75,098.43	31.7%
10042000 405130 WATRSVCS	8,500	0	8,500	3,497.79	.00	5,002.21	41.2%
10042000 405135 SEWRSVCS	2,800	0	2,800	831.59	.00	1,968.41	29.7%
10042000 405140 STREETLIT	8,800	0	8,800	2,653.07	.00	6,146.93	30.1%
10042000 405230 TELECOMM	15,000	0	15,000	7,036.47	.00	7,963.53	46.9%
10042000 405304 PROPINS	35,000	0	35,000	34,763.30	.00	236.70	99.3%*
10042000 405308 GENLIAB	8,000	0	8,000	7,527.00	.00	473.00	94.1%*
10042000 405410 LEASERENT	24,000	0	24,000	14,000.00	.00	10,000.00	58.3%*
TOTAL GENERAL SERVICES	527,300	0	527,300	236,157.27	3,144.51	287,998.22	45.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
425 PUBLIC WORKS							
10042500 401100 SAL & WAGE	165,977	4,455	170,432	78,660.91	.00	91,771.09	46.2%
10042500 402100 FICA	12,697	341	13,038	5,617.79	.00	7,420.21	43.1%
10042500 402210 VRS	21,328	-3,398	17,930	8,245.31	.00	9,684.88	46.0%
10042500 402300 MEDINS	20,504	4,276	24,780	11,357.50	.00	13,422.50	45.8%
10042500 402400 GRPLIFE	1,975	53	2,028	911.04	.00	1,116.96	44.9%
10042500 402700 WORKCOMP	2,132	721	2,853	2,852.86	.00	.14	100.0%*
10042500 403100 PROFSVCS	1,500	0	1,500	.00	.00	1,500.00	.0%
10042500 403182 SFTWREFEE	4,000	0	4,000	.00	.00	4,000.00	.0%
10042500 405230 TELECOMM	2,000	0	2,000	515.43	.00	1,484.57	25.8%
10042500 405410 LEASERENT	2,500	0	2,500	1,181.80	.00	1,318.20	47.3%
10042500 405530 SUB&LODG	1,000	0	1,000	.00	.00	1,000.00	.0%
10042500 405540 CONVEDUC	2,500	0	2,500	6.00	.00	2,494.00	.2%
10042500 406001 OFFSUPL	2,000	0	2,000	352.89	.00	1,647.11	17.6%
10042500 406008 VEHFUEL	2,500	0	2,500	167.42	.00	2,332.58	6.7%
10042500 406009 VEHSUPL	0	0	0	5.00	.00	-5.00	100.0%*
10042500 406021 ADPSUPL	3,000	399	3,399	399.00	.00	3,000.00	11.7%
TOTAL PUBLIC WORKS	245,613	6,847	252,460	110,272.95	.00	142,187.24	43.7%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
430 CONVENIENCE CENTER							
10043000 401300 PT SAL/WAG	43,942	0	43,942	23,974.59	.00	19,967.41	54.6%*
10043000 401310 OT PAY	0	0	0	777.62	.00	-777.62	100.0%*
10043000 402100 FICA	3,362	0	3,362	1,890.43	.00	1,471.57	56.2%*
10043000 402300 MEDINS	0	0	0	108.51	.00	-108.51	100.0%*
10043000 402700 WORKCOMP	1,611	489	2,100	2,099.86	.00	.14	100.0%*
10043000 403170 PERMITFEE	1,200	0	1,200	2,134.00	.00	-934.00	177.8%*
10043000 403300 CONTRSVC	72,500	0	72,500	22,711.06	.00	49,788.94	31.3%
10043000 403310 REP/MAINT	19,000	0	19,000	3,037.62	.00	15,962.38	16.0%
10043000 405230 TELECOMM	1,200	0	1,200	441.59	.00	758.41	36.8%
10043000 405410 LEASERENT	800	0	800	300.00	.00	500.00	37.5%
10043000 406001 OFFSUPL	550	0	550	99.97	.00	450.03	18.2%
10043000 406008 VEHFUEL	500	0	500	.00	.00	500.00	.0%
TOTAL CONVENIENCE CENTER	144,665	489	145,154	57,575.25	.00	87,578.75	39.7%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
435 LANDFILL POST CLOSURE							
10043500 403100 PROFSVCS	30,000	0	30,000	4,330.00	.00	25,670.00	14.4%
10043500 403300 CONTRSVC	7,500	0	7,500	.00	.00	7,500.00	.0%
TOTAL LANDFILL POST CLOSURE	37,500	0	37,500	4,330.00	.00	33,170.00	11.5%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
510 HEALTH							
10051000 403300 CONTRSVC	257,435	0	257,435	128,717.50	.00	128,717.50	50.0%*
10051000 405230 TELECOMM	0	0	0	175.95	.00	-175.95	100.0%*
TOTAL HEALTH	257,435	0	257,435	128,893.45	.00	128,541.55	50.1%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
515 VJCCCA							
10051500 403100 VJCCA PROFSVCS	6,585	0	6,585	.00	.00	6,585.00	.0%
TOTAL VJCCCA	6,585	0	6,585	.00	.00	6,585.00	.0%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
520 CSA							
10052000 401100 SAL & WAGE	60,132	902	61,034	28,169.56	.00	32,864.44	46.2%
10052000 402100 FICA	4,600	69	4,669	2,141.38	.00	2,527.62	45.9%
10052000 402210 VRS	7,727	-1,290	6,437	2,952.77	.00	3,483.76	45.9%
10052000 402300 MEDINS	6,001	-121	5,880	2,695.00	.00	3,185.00	45.8%
10052000 402400 GRPLIFE	716	11	727	326.26	.00	400.74	44.9%
10052000 402700 WORKCOMP	62	-6	56	55.44	.00	.56	99.0%*
10052000 403100 PROFSVCS	1,000	0	1,000	213.00	.00	787.00	21.3%
10052000 403300 CONTRSVC	600	0	600	.00	.00	600.00	.0%
10052000 405210 POSTAL	1,000	0	1,000	281.01	.00	718.99	28.1%
10052000 405230 TELECOMM	150	0	150	51.34	.00	98.66	34.2%
10052000 405410 LEASERENT	540	0	540	305.37	241.11	-6.48	101.2%*
10052000 405510 MILEAGE	560	0	560	77.28	.00	482.72	13.8%
10052000 405530 SUB&LODG	700	0	700	17.57	.00	682.43	2.5%
10052000 405540 CONVEDUC	750	0	750	.00	.00	750.00	.0%
10052000 406001 OFFSUPL	1,500	0	1,500	97.78	.00	1,402.22	6.5%
10052000 406002 FOODSUPL	500	0	500	.00	.00	500.00	.0%
10052000 408102 FURN/FIX	250	0	250	.00	.00	250.00	.0%
TOTAL CSA	86,788	-435	86,353	37,383.76	241.11	48,727.66	43.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
525 CSA PURCHASE OF SERVICES							
10052500 405713 FF4ECOMSV	5,000	0	5,000	645.00	.00	4,355.00	12.9%
10052500 405714 MANDFFMP	20,000	0	20,000	-11,753.01	.00	31,753.01	-58.8%
10052500 405715 MANDFFOP	30,000	0	30,000	9,168.00	.00	20,832.00	30.6%
10052500 405716 TFCLRCONG	315,000	-59,514	255,486	10,495.61	.00	244,990.39	4.1%
10052500 405718 COMMSVC	525,000	0	525,000	175,075.38	.00	349,924.62	33.3%
10052500 405719 COMMSVTR	31,500	0	31,500	9,470.00	.00	22,030.00	30.1%
10052500 405720 NONMCOMM	26,170	0	26,170	.00	.00	26,170.00	.0%
10052500 405721 RESCONG	367,500	0	367,500	187,886.60	.00	179,613.40	51.1%*
10052500 405723 MSPEDPRIV	315,000	0	315,000	275,042.50	.00	39,957.50	87.3%*
10052500 405724 MSVCINSCH	0	0	0	10,597.50	.00	-10,597.50	100.0%*
10052500 405725 MFCLCRESCG	157,500	0	157,500	28,715.90	.00	128,784.10	18.2%
10052500 405726 THERFC4E	10,000	0	10,000	.00	.00	10,000.00	.0%
10052500 405729 SPECFC	0	0	0	19,850.03	.00	-19,850.03	100.0%*
10052500 405732 EDUCCONG	210,000	0	210,000	41,587.00	.00	168,413.00	19.8%
10052500 405742 WSS	19,845	0	19,845	.00	.00	19,845.00	.0%
TOTAL CSA PURCHASE OF SERVICES	2,032,515	-59,514	1,973,001	756,780.51	.00	1,216,220.49	38.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
710 PARKS & RECREATION							
10071000 401100 SAL & WAGE	185,653	3,466	189,119	90,537.37	.00	98,581.63	47.9%
10071000 401300 PT SAL/WAG	60,556	26,465	87,021	19,866.34	.00	67,154.66	22.8%
10071000 401310 OT PAY	1,100	0	1,100	652.67	.00	447.33	59.3%*
10071000 402100 FICA	18,919	2,290	21,209	8,321.84	.00	12,887.16	39.2%
10071000 402210 VRS	23,856	-3,926	19,930	8,847.90	.00	11,082.10	44.4%
10071000 402300 MEDINS	32,504	-12,524	19,980	11,607.50	.00	8,372.50	58.1%*
10071000 402400 GRPLIFE	2,209	41	2,250	974.51	.00	1,275.49	43.3%
10071000 402700 WORKCOMP	3,198	3,062	6,260	6,259.20	.00	.80	100.0%*
10071000 403100 PROFSVCS	32,500	0	32,500	15,068.61	.00	17,431.39	46.4%
10071000 403300 CONTRSVC	6,660	0	6,660	7,669.91	.00	-1,009.91	115.2%*
10071000 403310 REP/MAINT	0	0	0	125.00	.00	-125.00	100.0%*
10071000 403500 PRINTING	8,000	0	8,000	1,958.52	.00	6,041.48	24.5%
10071000 403600 ADVERT	600	0	600	1,650.05	.00	-1,050.05	275.0%*
10071000 405210 POSTAL	500	0	500	119.30	.00	380.70	23.9%
10071000 405230 TELECOMM	9,900	0	9,900	2,626.72	.00	7,273.28	26.5%
10071000 405410 LEASERENT	4,090	526	4,616	2,958.19	778.14	880.09	80.9%*
10071000 405510 MILEAGE	200	0	200	.00	.00	200.00	.0%
10071000 405530 SUB&LODG	1,500	0	1,500	395.02	.00	1,104.98	26.3%
10071000 405540 CONVEDUC	2,000	0	2,000	1,707.22	.00	292.78	85.4%*
10071000 405810 DUES	500	0	500	290.50	.00	209.50	58.1%*
10071000 406001 OFFSUPL	2,500	0	2,500	982.39	.00	1,517.61	39.3%
10071000 406008 VEHFUEL	3,000	0	3,000	.00	.00	3,000.00	.0%
10071000 406011 UNIFORMS	420	0	420	.00	.00	420.00	.0%
10071000 406012 BOOKS	0	0	0	393.32	.00	-393.32	100.0%*
10071000 406013 RECSUPL	38,600	0	38,600	28,251.71	.00	10,348.29	73.2%*
10071000 406013 AMUSE RECSUPL	20,000	0	20,000	15,173.00	.00	4,827.00	75.9%*
10071000 406013 FTBL RECSUPL	3,000	0	3,000	165.00	.00	2,835.00	5.5%
10071000 408102 FURN/FIX	10,000	0	10,000	12,882.62	.00	-2,882.62	128.8%*
10071000 409904 SITEIMPRV	14,500	0	14,500	10,785.92	.00	3,714.08	74.4%*
TOTAL PARKS & RECREATION	486,465	19,400	505,865	250,270.33	778.14	254,816.95	49.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
730 LIBRARY							
10073000 401100 SAL & WAGE	112,905	3,601	116,506	52,803.77	.00	63,702.23	45.3%
10073000 401300 PT SAL/WAG	22,018	0	22,018	10,335.32	.00	11,682.68	46.9%
10073000 402100 FICA	10,322	275	10,597	4,629.39	.00	5,967.61	43.7%
10073000 402210 VRS	14,508	-2,264	12,244	5,507.77	.00	6,736.54	45.0%
10073000 402250 DISABILITY	0	0	0	25.04	.00	-25.04	100.0%*
10073000 402300 MEDINS	14,502	-402	14,100	6,462.50	.00	7,637.50	45.8%
10073000 402400 GRPLIFE	1,344	43	1,387	484.41	.00	902.59	34.9%
10073000 402700 WORKCOMP	132	-24	108	107.18	.00	.82	99.2%*
10073000 403310 REP/MAINT	1,500	0	1,500	.00	.00	1,500.00	.0%
10073000 403320 MAINTCONT	2,850	0	2,850	2,509.74	.00	340.26	88.1%*
10073000 405210 POSTAL	300	0	300	.00	.00	300.00	.0%
10073000 405230 TELECOMM	0	17,150	17,150	2,705.30	.00	14,444.70	15.8%
10073000 405230 LIBAD TELECOMM	17,150	-17,150	0	.00	.00	.00	.0%
10073000 405410 LEASERENT	120	0	120	50.00	.00	70.00	41.7%
10073000 405530 SUB&LODG	750	0	750	.00	.00	750.00	.0%
10073000 405540 CONVEDUC	750	0	750	.00	.00	750.00	.0%
10073000 405810 DUES	150	0	150	50.00	.00	100.00	33.3%
10073000 406001 OFFSUPL	8,000	0	8,000	2,471.17	.00	5,528.83	30.9%
10073000 406012 BOOKS	5,000	0	5,000	9,959.58	.00	-4,959.58	199.2%*
10073000 406012 LIBAD BOOKS	64,580	0	64,580	43,223.10	.00	21,356.90	66.9%*
10073000 408102 FURN/FIX	550	0	550	.00	.00	550.00	.0%
10073000 408107 EDPEQUIP	9,778	0	9,778	7,993.01	.00	1,784.99	81.7%*
TOTAL LIBRARY	287,209	1,229	288,438	149,317.28	.00	139,121.03	51.8%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
810 COUNTY PLANNER							
10081000 401100 SAL & WAGE	223,546	7,447	230,993	105,323.35	.00	125,669.65	45.6%
10081000 401310 OT PAY	0	0	0	1,746.78	.00	-1,746.78	100.0%*
10081000 402100 FICA	16,861	570	17,431	7,727.88	.00	9,703.12	44.3%
10081000 402210 VRS	28,323	-4,456	23,867	11,066.60	.00	12,800.86	46.4%
10081000 402250 DISABILITY	0	0	0	153.86	.00	-153.86	100.0%*
10081000 402300 MEDINS	37,503	1,377	38,880	16,489.19	.00	22,390.81	42.4%
10081000 402400 GRPLIFE	2,623	89	2,712	1,218.13	.00	1,493.87	44.9%
10081000 402700 WORKCOMP	953	1,182	2,135	2,134.40	.00	.60	100.0%*
10081000 403300 CONTRSVC	10,000	0	10,000	3,000.00	.00	7,000.00	30.0%
10081000 405210 POSTAL	500	0	500	33.82	.00	466.18	6.8%
10081000 405230 TELECOMM	2,000	0	2,000	593.30	.00	1,406.70	29.7%
10081000 405410 LEASERENT	4,000	0	4,000	1,537.25	1,512.07	950.68	76.2%*
10081000 405530 SUB&LODG	1,000	0	1,000	330.20	.00	669.80	33.0%
10081000 405540 CONVEDUC	1,500	0	1,500	1,257.65	.00	242.35	83.8%*
10081000 405810 DUES	1,200	0	1,200	685.00	.00	515.00	57.1%*
10081000 406001 OFFSUPL	2,500	0	2,500	1,265.16	.00	1,234.84	50.6%*
10081000 406008 VEHFUEL	1,000	0	1,000	187.39	.00	812.61	18.7%
10081000 406012 BOOKS	250	0	250	.00	.00	250.00	.0%
10081000 408102 FURN/FIX	1,200	0	1,200	.00	.00	1,200.00	.0%
TOTAL COUNTY PLANNER	334,959	6,209	341,168	154,749.96	1,512.07	184,906.43	45.8%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
815 PLANNING COMMISSION							
10081500 401114 BOARDCOMP	10,069	0	10,069	6,034.71	.00	4,034.29	59.9%*
10081500 402100 FICA	774	0	774	435.25	.00	338.75	56.2%*
10081500 403100 PROFSVCS	10,000	0	10,000	16,000.00	.00	-6,000.00	160.0%*
10081500 403600 ADVERT	4,000	0	4,000	1,768.00	.00	2,232.00	44.2%
10081500 405210 POSTAL	1,500	0	1,500	1,158.57	.00	341.43	77.2%*
10081500 405510 MILEAGE	200	0	200	.00	.00	200.00	.0%
10081500 405530 SUB&LODG	500	0	500	.00	.00	500.00	.0%
10081500 405540 CONVEDUC	750	0	750	.00	.00	750.00	.0%
TOTAL PLANNING COMMISSION	27,793	0	27,793	25,396.53	.00	2,396.47	91.4%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
820 BOARD OF ZONING APPEALS							
10082000 401114 BOARDCOMP	1,200	0	1,200	540.00	.00	660.00	45.0%
10082000 402100 FICA	100	0	100	41.31	.00	58.69	41.3%
10082000 403600 ADVERT	0	0	0	61.00	.00	-61.00	100.0%*
10082000 405510 MILEAGE	100	0	100	.00	.00	100.00	.0%
10082000 405540 CONVEDUC	300	0	300	.00	.00	300.00	.0%
TOTAL BOARD OF ZONING APPEALS	1,700	0	1,700	642.31	.00	1,057.69	37.8%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
830 ECONOMIC DEVELOPMENT							
10083000 401100 SAL & WAGE	75,908	1,897	77,805	35,910.01	.00	41,894.99	46.2%
10083000 402100 FICA	5,807	145	5,952	2,736.86	.00	3,215.14	46.0%
10083000 402210 VRS	9,754	-1,565	8,189	3,764.14	.00	4,424.69	46.0%
10083000 402300 MEDINS	6,004	-124	5,880	2,695.00	.00	3,185.00	45.8%
10083000 402400 GRPLIFE	903	23	926	391.10	.00	534.90	42.2%
10083000 402700 WORKCOMP	1,058	-987	71	70.16	.00	.84	98.8%*
10083000 403100 PROFSVCS	13,000	0	13,000	282.73	.00	12,717.27	2.2%
10083000 403500 PRINTING	1,000	0	1,000	.00	.00	1,000.00	.0%
10083000 403600 ADVERT	500	0	500	.00	.00	500.00	.0%
10083000 405210 POSTAL	100	0	100	.00	.00	100.00	.0%
10083000 405230 TELECOMM	900	0	900	224.86	.00	675.14	25.0%
10083000 405510 MILEAGE	500	0	500	.00	.00	500.00	.0%
10083000 405530 SUB&LODG	2,000	0	2,000	530.62	.00	1,469.38	26.5%
10083000 405540 CONVEDUC	2,500	0	2,500	1,402.13	.00	1,097.87	56.1%*
10083000 405810 DUES	500	0	500	.00	.00	500.00	.0%
10083000 406001 OFFSUPL	500	0	500	58.84	.00	441.16	11.8%
10083000 407010 FEDA	1,000	0	1,000	.00	.00	1,000.00	.0%
10083000 407030 ZXTOURCTR	7,500	0	7,500	.00	.00	7,500.00	.0%
TOTAL ECONOMIC DEVELOPMENT	129,434	-611	128,823	48,066.45	.00	80,756.38	37.3%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
840 COOPERATIVE EXTENSION							
10084000 403300 CONTRSVC	69,911	0	69,911	17,190.38	.00	52,720.62	24.6%
10084000 403310 REP/MAINT	50	0	50	100.00	.00	-50.00	200.0%*
10084000 405230 TELECOMM	1,000	0	1,000	202.05	.00	797.95	20.2%
10084000 405410 LEASERENT	500	0	500	.00	.00	500.00	.0%
10084000 405540 CONVEDUC	1,500	0	1,500	1,128.75	.00	371.25	75.3%*
10084000 405810 DUES	375	0	375	350.00	.00	25.00	93.3%*
10084000 406001 OFFSUPL	500	0	500	314.37	.00	185.63	62.9%*
10084000 406003 AGRICSUPL	1,200	0	1,200	1,011.04	.00	188.96	84.3%*
10084000 406014 OTHEROPER	1,500	0	1,500	792.73	.00	707.27	52.8%*
TOTAL COOPERATIVE EXTENSION	76,536	0	76,536	21,089.32	.00	55,446.68	27.6%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
850 NON PROFITS							
10085000 405623 SCVILLFIRE	8,376	0	8,376	8,376.00	.00	.00	100.0%*
10085000 405624 SCVILLRESQ	15,000	0	15,000	15,000.00	.00	.00	100.0%*
10085000 405670 PVCC	7,396	0	7,396	7,396.00	.00	.00	100.0%*
10085000 405671 SBDC	2,500	0	2,500	2,500.00	.00	.00	100.0%*
10085000 405672 TJPDC	31,983	0	31,983	15,991.50	.00	15,991.50	50.0%
10085000 405673 S&W	20,000	0	20,000	20,000.00	.00	.00	100.0%*
10085000 405674 JABA	83,945	0	83,945	41,972.50	.00	41,972.50	50.0%*
10085000 405675 MACAA	49,913	0	49,913	24,956.50	.00	24,956.50	50.0%*
10085000 405676 REGION10	89,250	0	89,250	44,625.00	.00	44,625.00	50.0%
10085000 405677 JAUNT	72,141	0	72,141	36,070.50	.00	36,070.50	50.0%
10085000 405678 TJEMS	16,095	0	16,095	16,095.00	.00	.00	100.0%*
10085000 405679 CVPED	11,730	0	11,730	11,730.00	.00	.00	100.0%*
10085000 405680 PHA	2,100	0	2,100	2,100.00	.00	.00	100.0%*
10085000 405681 CYFS	2,100	0	2,100	2,100.00	.00	.00	100.0%*
10085000 405682 PWN	3,150	0	3,150	3,150.00	.00	.00	100.0%*
10085000 405683 CHIP	51,000	0	51,000	25,500.00	.00	25,500.00	50.0%
10085000 405684 SHE	9,000	0	9,000	9,000.00	.00	.00	100.0%*
10085000 405685 OAR	13,261	0	13,261	13,261.00	.00	.00	100.0%*
10085000 405686 LEGALAID	4,000	0	4,000	4,000.00	.00	.00	100.0%*
10085000 405687 SARA	1,000	0	1,000	1,000.00	.00	.00	100.0%*
10085000 405688 STREAMWA	1,750	0	1,750	1,750.00	.00	.00	100.0%*
10085000 405691 FLUVHF	16,000	0	16,000	16,000.00	.00	.00	100.0%*
10085000 405692 ARTS ARTS	10,000	0	10,000	10,000.00	.00	.00	100.0%*
10085000 405693 MUSEUM	525	0	525	525.00	.00	.00	100.0%*
10085000 405694 LEADPROG	1,000	0	1,000	1,000.00	.00	.00	100.0%*
10085000 405695 YAC	360	0	360	45.00	.00	315.00	12.5%
10085000 407020 FCOC	3,500	0	3,500	3,500.00	.00	.00	100.0%*
TOTAL NON PROFITS	527,075	0	527,075	337,644.00	.00	189,431.00	64.1%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
860 MISCELLANEOUS NON DEPARTMENTAL							
10086000 401100 FT WAGES	160,000	-155,231	4,769	.00	.00	4,769.00	.0%
10086000 402210 VRS	-126,330	138,609	12,279	.00	.00	12,279.13	.0%
10086000 402300 MEDINS	-21,086	23,576	2,490	.00	.00	2,490.16	.0%
10086000 403100 PROFSVCS	25,000	0	25,000	.00	.00	25,000.00	.0%
10086000 405860 GRTCONT	25,000	0	25,000	.00	.00	25,000.00	.0%
10086000 405870 BOSCONT	150,000	-31,212	118,788	.00	.00	118,788.00	.0%
10086000 405880 PERSCONTIG	50,000	-15,524	34,476	.00	.00	34,476.00	.0%
TOTAL MISCELLANEOUS NON DEPARTMENTAL	262,584	-39,782	222,802	.00	.00	222,802.29	.0%

FOR 2015 06

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
870 TRANSFER TO OTHER FUNDS							
10087000 409105 TXFRTOSS	857,413	2,102	859,515	.00	.00	859,515.12	.0%
10087000 409251 TXFRTOSCH	15,251,745	0	15,251,745	.00	.00	15,251,745.00	.0%
10087000 409302 TXFRTOCIP	2,745,695	35,810	2,781,505	.00	.00	2,781,505.00	.0%
10087000 409401 TXFRTODBT	7,572,062	0	7,572,062	.00	.00	7,572,062.00	.0%
10087000 409502 TXFRTOUTL	193,783	0	193,783	.00	.00	193,783.00	.0%
10087000 409505 TXFRTOFSD	0	5,035	5,035	.00	.00	5,035.00	.0%
TOTAL TRANSFER TO OTHER FUNDS	26,620,698	42,947	26,663,645	.00	.00	26,663,645.12	.0%
TOTAL GENERAL FUND	42,722,682	132,409	42,855,091	7,445,576.68	16,156.66	35,393,357.94	17.4%
TOTAL EXPENSES	42,722,682	132,409	42,855,091	7,445,576.68	16,156.66	35,393,357.94	

FOR 2015 06

ACCOUNTS FOR: 105 SOCIAL SERVICES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
530 SOCIAL SERVICE ADMINISTRATION							
10553000 401100 SAL & WAGE	1,073,387	37,279	1,110,666	488,398.93	.00	622,267.07	44.0%
10553000 401114 BOARDCOMP	4,677	0	4,677	2,241.00	.00	2,436.00	47.9%
10553000 401300 PT SAL/WAG	52,205	0	52,205	24,826.69	.00	27,378.31	47.6%
10553000 401310 OT PAY	0	0	0	16,792.09	.00	-16,792.09	100.0%*
10553000 401320 HOLDISCPAY	8,000	0	8,000	5,078.61	.00	2,921.39	63.5%*
10553000 402100 FICA	89,654	0	89,654	39,589.04	.00	50,064.96	44.2%
10553000 402210 VRS	135,335	-24,366	110,969	46,370.02	.00	64,599.10	41.8%
10553000 402250 DISABILITY	0	0	0	129.26	.00	-129.26	100.0%*
10553000 402300 MEDINS	177,955	0	177,955	63,180.06	.00	114,774.94	35.5%
10553000 402400 GRPLIFE	12,533	0	12,533	5,129.25	.00	7,403.75	40.9%
10553000 402700 WORKCOMP	4,505	0	4,505	4,504.28	.00	.72	100.0%*
10553000 402830 STAFFDVLP	3,800	0	3,800	1,606.09	.00	2,193.91	42.3%
10553000 403100 PROFSVCS	41,680	0	41,680	12,175.22	.00	29,504.78	29.2%
10553000 403125 IT SERVICE	16,640	0	16,640	1,150.00	.00	15,490.00	6.9%
10553000 403310 REP/MAINT	16,310	0	16,310	2,920.98	.00	13,389.02	17.9%
10553000 403320 MAINTCONT	13,138	0	13,138	.00	.00	13,138.00	.0%
10553000 403600 ADVERT	1,400	0	1,400	196.00	.00	1,204.00	14.0%
10553000 405110 ELECSVCS	12,100	0	12,100	4,708.60	.00	7,391.40	38.9%
10553000 405120 HEATSVCS	2,300	0	2,300	.00	.00	2,300.00	.0%
10553000 405210 POSTAL	7,184	0	7,184	19.99	.00	7,164.01	.3%
10553000 405230 TELECOMM	14,199	0	14,199	7,645.85	.00	6,553.15	53.8%*
10553000 405304 PROPINS	5,319	0	5,319	5,265.80	.00	53.20	99.0%*
10553000 405410 LEASERENT	14,009	0	14,009	7,004.64	.00	7,004.36	50.0%*
10553000 405510 MILEAGE	51	0	51	685.35	.00	-634.35	1343.8%*
10553000 405530 SUB&LODG	1,750	0	1,750	1,483.18	.00	266.82	84.8%*
10553000 405810 DUES	1,460	0	1,460	220.00	.00	1,240.00	15.1%
10553000 406001 OFFSUPL	15,000	0	15,000	5,648.11	.00	9,351.89	37.7%
10553000 406002 FOODSUPL	420	0	420	246.69	.00	173.31	58.7%*
10553000 406005 JANITSUPL	300	0	300	.00	.00	300.00	.0%
10553000 406008 VEHFUEL	5,760	0	5,760	1,047.77	.00	4,712.23	18.2%
10553000 408101 MACHEQUIP	758	0	758	.00	.00	758.00	.0%
TOTAL SOCIAL SERVICE ADMINISTRATION	1,731,829	12,913	1,744,742	748,263.50	.00	996,478.62	42.9%

FOR 2015 06

ACCOUNTS FOR: 105 SOCIAL SERVICES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
540 PUBLIC ASSISTANCE							
10554000 405701 GENRELF	7,000	0	7,000	399.36	.00	6,600.64	5.7%
10554000 405702 AUXGRTS	21,000	0	21,000	5,767.00	.00	15,233.00	27.5%
10554000 405705 AIDDEPCHDN	2,000	0	2,000	.00	.00	2,000.00	.0%
10554000 405706 FOSTERCARE	105,000	0	105,000	.00	.00	105,000.00	.0%
10554000 405707 EMRGASST	500	0	500	.00	.00	500.00	.0%
10554000 405709 SPECNDSADP	152,000	0	152,000	47,245.50	.00	104,754.50	31.1%
10554000 405712 SUBADOPIVE	95,762	0	95,762	134,613.00	.00	-38,851.00	140.6%*
TOTAL PUBLIC ASSISTANCE	383,262	0	383,262	188,024.86	.00	195,237.14	49.1%

FOR 2015 06

ACCOUNTS FOR: 105 SOCIAL SERVICES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
550 PURCHASE OF SERVICES							
10555000 405711 SSPOS	110,313	0	110,313	17,411.83	.00	92,901.17	15.8%
TOTAL PURCHASE OF SERVICES	110,313	0	110,313	17,411.83	.00	92,901.17	15.8%

FOR 2015 06

ACCOUNTS FOR: 105 SOCIAL SERVICES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
560 DAYCARE PROGRAM							
10556000 403100 PROFSVCS	7,425	0	7,425	.00	.00	7,425.00	.0%
TOTAL DAYCARE PROGRAM	7,425	0	7,425	.00	.00	7,425.00	.0%

FOR 2015 06

ACCOUNTS FOR: 105 SOCIAL SERVICES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
570 FOSTER HOME COORDINATOR							
10557000 403300 CONTRSVC	1,400	0	1,400	.00	.00	1,400.00	.0%
10557000 405711 SSPOS	6,400	0	6,400	.00	.00	6,400.00	.0%
TOTAL FOSTER HOME COORDINATOR	7,800	0	7,800	.00	.00	7,800.00	.0%

FOR 2015 06

ACCOUNTS FOR: 105 SOCIAL SERVICES	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
580 FAMILY SUPPORT							
10558000 405711 SSPOS	20,964	0	20,964	7,491.05	.00	13,472.95	35.7%
TOTAL FAMILY SUPPORT	20,964	0	20,964	7,491.05	.00	13,472.95	35.7%
TOTAL SOCIAL SERVICES	2,261,593	12,913	2,274,506	961,191.24	.00	1,313,314.88	42.3%
TOTAL EXPENSES	2,261,593	12,913	2,274,506	961,191.24	.00	1,313,314.88	

FOR 2015 06

ACCOUNTS FOR: 251 SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
610 VASS							
25161000 496000 VASSEXP	0	0	0	39,580.49	.00	-39,580.49	100.0%*
TOTAL VASS	0	0	0	39,580.49	.00	-39,580.49	100.0%

FOR 2015 06

ACCOUNTS FOR: 251 SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
620 INSTRUCTION							
25162000 496001 INSTRUCT	26,799,309	52,197	26,851,506	11,867,929.93	.00	14,983,576.07	44.2%
TOTAL INSTRUCTION	26,799,309	52,197	26,851,506	11,867,929.93	.00	14,983,576.07	44.2%

FOR 2015 06

ACCOUNTS FOR: 251 SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
630 ADMIN/ATTENDANCE/HEALTH							
25163000 496002 AAH	1,615,147	-89,197	1,525,950	809,062.60	.00	716,887.40	53.0%*
TOTAL ADMIN/ATTENDANCE/HEALTH	1,615,147	-89,197	1,525,950	809,062.60	.00	716,887.40	53.0%

FOR 2015 06

ACCOUNTS FOR: 251 SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
640 PUPIL TRANSPORTATION SERV							
25164000 496003 TRANSPORT	2,719,564	0	2,719,564	1,197,923.43	.00	1,521,640.57	44.0%
TOTAL PUPIL TRANSPORTATION SERV	2,719,564	0	2,719,564	1,197,923.43	.00	1,521,640.57	44.0%

FOR 2015 06

ACCOUNTS FOR: 251 SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
650 OPERATION & MAINT SERV							
25165000 496004 OPER&MAIN	3,681,626	0	3,681,626	1,517,319.82	.00	2,164,306.18	41.2%
TOTAL OPERATION & MAINT SERV	3,681,626	0	3,681,626	1,517,319.82	.00	2,164,306.18	41.2%

FOR 2015 06

ACCOUNTS FOR: 251 SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
670 TECHNOLOGY							
25167000 496008 TECH	1,666,290	81,697	1,747,987	842,388.26	.00	905,598.74	48.2%
TOTAL TECHNOLOGY	1,666,290	81,697	1,747,987	842,388.26	.00	905,598.74	48.2%
TOTAL SCHOOL	36,481,936	44,697	36,526,633	16,274,204.53	.00	20,252,428.47	44.6%
TOTAL EXPENSES	36,481,936	44,697	36,526,633	16,274,204.53	.00	20,252,428.47	

FOR 2015 06

ACCOUNTS FOR: 252 CAFETERIA	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
680 CAFETERIA							
25268000 406002 FOODSUPL	1,428,251	0	1,428,251	555,421.22	.00	872,829.78	38.9%
TOTAL CAFETERIA	1,428,251	0	1,428,251	555,421.22	.00	872,829.78	38.9%
TOTAL CAFETERIA	1,428,251	0	1,428,251	555,421.22	.00	872,829.78	38.9%
TOTAL EXPENSES	1,428,251	0	1,428,251	555,421.22	.00	872,829.78	

FOR 2015 06

ACCOUNTS FOR: 401 DEBT SERVICE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
910 DEBT SERVICE - COUNTY							
40109910 495000 ADMINFEES	15,000	0	15,000	2,650.00	.00	12,350.00	17.7%
40109910 495021 CRTHSEPL	83,900	0	83,900	83,900.00	.00	.00	100.0%*
40109910 495022 CRTHSEINT	78,136	0	78,136	39,967.79	.00	38,168.21	51.2%*
40109910 495024 LIB06BDPL	188,400	0	188,400	181,945.34	.00	6,454.66	96.6%*
40109910 495025 LB06BDINT	74,836	0	74,836	37,481.00	.00	37,355.00	50.1%*
40109910 495026 07PLMTKPL	50,217	0	50,217	50,260.58	.00	-43.58	100.1%*
40109910 495027 08KSTKPL	45,105	0	45,105	44,953.25	.00	151.75	99.7%*
40109910 495030 07PLTKINT	4,234	0	4,234	4,189.65	.00	44.35	99.0%*
40109910 495031 08KSTKINT	9,719	0	9,719	9,871.36	.00	-152.36	101.6%*
40109910 495040 12FTFUPRIN	49,731	0	49,731	.00	.00	49,731.00	.0%
40109910 495041 12FTFUINT	11,527	0	11,527	.00	.00	11,527.00	.0%
40109910 495042 13SHERPRIN	85,572	0	85,572	.00	.00	85,572.00	.0%
40109910 495043 13SHERINT	1,754	0	1,754	.00	.00	1,754.00	.0%
40109910 495999 DEBTPLACEH	300,000	0	300,000	.00	.00	300,000.00	.0%
TOTAL DEBT SERVICE - COUNTY	998,131	0	998,131	455,218.97	.00	542,912.03	45.6%

FOR 2015 06

ACCOUNTS FOR: 401 DEBT SERVICE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
920 DEBT SERVICE - SCHOOLS							
40109920 495001 MID96PRIN	47,399	0	47,399	47,399.00	.00	.00	100.0%*
40109920 495003 VPSA95PRIN	121,224	0	121,224	121,224.00	.00	.00	100.0%*
40109920 495004 VPSA99PRIN	50,000	0	50,000	50,000.00	.00	.00	100.0%*
40109920 495005 LITLN1999	309,851	0	309,851	309,851.13	.00	-.13	100.0%*
40109920 495006 GO05APRIN	309,250	0	309,250	309,250.00	.00	.00	100.0%*
40109920 495012 VPSA96INT	6,351	0	6,351	3,794.87	.00	2,556.13	59.8%*
40109920 495013 VPSA95AINT	9,401	0	9,401	6,246.07	.00	3,154.93	66.4%*
40109920 495014 VPSA99INT	14,056	0	14,056	7,618.75	.00	6,437.25	54.2%*
40109920 495015 LITLN99INT	74,364	0	74,364	74,364.27	.00	-.27	100.0%*
40109920 495016 GOBND05INT	195,125	0	195,125	101,505.58	.00	93,619.42	52.0%*
40109920 495020 VPSA08INT	356,263	0	356,263	193,581.25	.00	162,681.75	54.3%*
40109920 495036 QSCB2009	243,900	0	243,900	243,900.00	.00	.00	100.0%*
40109920 495037 HS08PRIN	1,545,000	0	1,545,000	1,545,000.00	.00	.00	100.0%*
40109920 495044 VPSA12BPR	625,000	0	625,000	625,000.00	.00	.00	100.0%*
40109920 495045 VPSA12BINT	2,367,069	0	2,367,069	1,186,737.50	.00	1,180,331.50	50.1%*
40109920 495046 VPSA12APR	205,000	0	205,000	205,000.00	.00	.00	100.0%*
40109920 495047 VPSA12AINT	146,711	0	146,711	75,943.75	.00	70,767.25	51.8%*
TOTAL DEBT SERVICE - SCHOOLS	6,625,964	0	6,625,964	5,106,416.17	.00	1,519,547.83	77.1%
TOTAL DEBT SERVICE	7,624,095	0	7,624,095	5,561,635.14	.00	2,062,459.86	72.9%
TOTAL EXPENSES	7,624,095	0	7,624,095	5,561,635.14	.00	2,062,459.86	

FOR 2015 06

ACCOUNTS FOR: 502 SEWER	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
000 NON DEPT							
50200000 401100 SAL & WAGE	42,346	0	42,346	18,834.25	.00	23,511.75	44.5%
50200000 401310 OT PAY	2,000	0	2,000	1,410.66	.00	589.34	70.5%*
50200000 402100 FICA	3,393	0	3,393	1,426.17	.00	1,966.83	42.0%
50200000 402210 VRS	5,442	0	5,442	1,918.33	.00	3,523.67	35.3%
50200000 402300 MEDINS	6,048	0	6,048	3,726.79	.00	2,321.21	61.6%*
50200000 402400 GRPLIFE	504	0	504	211.89	.00	292.11	42.0%
50200000 402700 WORKCOMP	1,350	0	1,350	1,289.31	.00	60.69	95.5%*
50200000 403100 PROFSVCS	4,000	0	4,000	765.27	.00	3,234.73	19.1%
50200000 403170 PERMITFEE	4,000	0	4,000	2,640.00	.00	1,360.00	66.0%*
50200000 403300 CONTRSVC	1,700	0	1,700	1,435.00	.00	265.00	84.4%*
50200000 403310 REP/MAINT	8,000	0	8,000	3,432.65	.00	4,567.35	42.9%
50200000 403600 ADVERT	400	0	400	.00	.00	400.00	.0%
50200000 403700 LAUNDRY	600	0	600	297.05	.00	302.95	49.5%
50200000 405110 ELECSVCS	10,000	0	10,000	3,683.02	.00	6,316.98	36.8%
50200000 405210 POSTAL	400	0	400	.00	.00	400.00	.0%
50200000 405230 TELECOMM	1,200	0	1,200	426.72	.00	773.28	35.6%
50200000 405540 CONVEDUC	500	0	500	.00	.00	500.00	.0%
50200000 405810 DUES	300	0	300	.00	.00	300.00	.0%
50200000 406001 OFFSUPL	500	0	500	.00	.00	500.00	.0%
50200000 406003 AGRICSUPL	1,000	0	1,000	1,056.72	.00	-56.72	105.7%*
50200000 406004 GENLSUPL	2,900	0	2,900	2,900.00	.00	.00	100.0%*
50200000 406006 CHEMSUPL	6,000	0	6,000	1,911.77	.00	4,088.23	31.9%
50200000 406008 VEHFUEL	1,200	0	1,200	.00	.00	1,200.00	.0%
50200000 408110 DEPREXP	50,000	0	50,000	6,740.00	.00	43,260.00	13.5%
50200000 409111 REDEMPR	60,000	0	60,000	.00	.00	60,000.00	.0%
TOTAL NON DEPT	213,783	0	213,783	54,105.60	.00	159,677.40	25.3%
TOTAL SEWER	213,783	0	213,783	54,105.60	.00	159,677.40	25.3%
TOTAL EXPENSES	213,783	0	213,783	54,105.60	.00	159,677.40	

FOR 2015 06

ACCOUNTS FOR: 505 FORK UNION SANITARY DISTRICT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
000 NON DEPT							
50500000 401100 SAL & WAGE	112,306	4,216	116,522	55,101.92	.00	61,420.08	47.3%
50500000 401310 OT PAY	5,000	0	5,000	2,707.22	.00	2,292.78	54.1%*
50500000 402100 FICA	8,974	323	9,297	4,143.37	.00	5,153.63	44.6%
50500000 402210 VRS	14,431	446	14,877	5,637.22	.00	9,239.78	37.9%
50500000 402300 MEDINS	22,675	0	22,675	10,224.59	.00	12,450.41	45.1%
50500000 402400 GRPLIFE	1,336	50	1,386	622.85	.00	763.15	44.9%
50500000 402700 WORKCOMP	3,656	0	3,656	3,676.85	.00	-20.85	100.6%*
50500000 403100 PROFSVCS	8,500	0	8,500	1,786.55	.00	6,713.45	21.0%
50500000 403170 PERMITFEE	7,500	0	7,500	6,266.10	.00	1,233.90	83.5%*
50500000 403310 REP/MAINT	12,200	0	12,200	1,230.74	.00	10,969.26	10.1%
50500000 403600 ADVERT	400	0	400	.00	.00	400.00	.0%
50500000 403700 LAUNDRY	2,000	0	2,000	1,087.45	.00	912.55	54.4%*
50500000 405110 ELECSVCS	41,000	0	41,000	12,681.19	.00	28,318.81	30.9%
50500000 405210 POSTAL	2,000	0	2,000	536.16	.00	1,463.84	26.8%
50500000 405230 TELECOMM	4,200	0	4,200	2,151.57	.00	2,048.43	51.2%*
50500000 405304 PROPINS	200	0	200	100.00	.00	100.00	50.0%*
50500000 405305 VEHICLEINS	2,900	0	2,900	3,411.45	.00	-511.45	117.6%*
50500000 405410 LEASERENT	1,800	0	1,800	900.00	.00	900.00	50.0%
50500000 405540 CONVEDUC	1,500	0	1,500	672.00	.00	828.00	44.8%
50500000 405711 SSPOS	4,000	0	4,000	2,868.00	.00	1,132.00	71.7%*
50500000 405810 DUES	700	0	700	.00	.00	700.00	.0%
50500000 406001 OFFSUPL	1,000	0	1,000	482.36	.00	517.64	48.2%
50500000 406003 AGRICSUPL	16,000	0	16,000	6,994.38	.00	9,005.62	43.7%
50500000 406004 GENLSUPL	7,000	0	7,000	3,374.97	.00	3,625.03	48.2%
50500000 406008 VEHFUEL	7,500	0	7,500	237.48	.00	7,262.52	3.2%
50500000 406009 VEHSUPL	1,200	0	1,200	503.56	.00	696.44	42.0%
50500000 409111 REDEMPR	65,411	0	65,411	.00	.00	65,411.00	.0%
50500000 409115 REDEMINT	34,109	0	34,109	10,292.54	.00	23,816.46	30.2%
TOTAL NON DEPT	389,498	5,035	394,533	137,690.52	.00	256,842.48	34.9%
TOTAL FORK UNION SANITARY DISTRICT	389,498	5,035	394,533	137,690.52	.00	256,842.48	34.9%
TOTAL EXPENSES	389,498	5,035	394,533	137,690.52	.00	256,842.48	

FOR 2015 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	91,121,838	195,054	91,316,892	30,989,824.93	16,156.66	60,310,910.81	34.0%

** END OF REPORT - Generated by Mary Anna Twisdale **

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	**I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, February 4, 2015 be adopted.**				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for February 4, 2015				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
February 4, 2015
Regular Meeting 4:00 pm
Work Session 7:00 pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chairperson
Bob Ullenbruch, Palmyra District, Vice-Chairperson
Tony O'Brien, Rivanna District (*Arrived at 4:03pm*)
Mike Sheridan, Columbia District (*Arrived at 4:03pm*)
Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Eric Dahl, Finance Director
Mary Anna Twisdale, Management Analyst
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 4:00 pm, Chairperson Booker called the Regular Meeting of February 4, 2015 to order.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

MOTION

Mr. Weaver moved to accept the Agenda for the February 4, 2015, Regular Meeting of the Board of Supervisors. Mr. Ullenbruch seconded and the Agenda was adopted as presented, with a vote of 5-0. AYES: Booker, O'Brien, Sheridan, Ullenbruch, & Weaver. NAYS: None.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Very successful Market Fluvanna Awards Reception with a great turnout at the Library!
- Terrific Tuesdays, the Youth Advisory Council and Schools collaborative effort, has over 100 children signed up.
- Visit to West Central Primary School—Mr. Weaver and Mrs. Booker
- Business Spotlight
  - The Chamber of Commerce held the first half of a two part Chamber Board Retreat on January 30th to help figure out how they can best serve the business community. The second half of the retreat will take place on February 6th.
  - Applications Available for the Fluvanna-Louisa WIBO Entrepreneurship Workshop, "How To Build a Growing Profitable Business"
    - Charlottesville Investment Collaborative (CIC) is currently taking applications for the 1st Fluvanna-Louisa WIBO Workshop
    - Held in Zion Crossroads on Wednesday evenings starting March 4th.
    - CIC is moving to Citizen's Commonwealth Center at 300 Preston Ave.
- RK&K final Preliminary Engineering Report (PER) Brief
  - Feb 18th Work Session at 4:00 pm
  - Need BOS Comments on draft PER by this Friday, Feb 6th
- JRWA Service Agreement
  - Approved by JRWA Board on Feb 3, 2015
  - On BOS agenda Feb 18th (Louisa BOS Feb 17th)
- Finance Board Meeting
  - Mon, Feb 9th, 3-5 pm
  - VACo/VML rep to brief on Virginia Investment Pool (VIP)
- Business License Fee Proposal
  - On BOS agenda Feb 18th
- Partnership for Aging Committee Officer Elections
  - Chair: Deborrah Foreman
  - Vice Chair: Bobbie Gallo
  - Secretary: Stephanie Fick
  - Potential membership change request
- Chamber of Commerce has requested that Community Development Director, Bobby Popowicz, serve as a Ex-Officio member of the Chamber Board
- Pleasant Grove House
  - Two photo-cell activated, 'dusk-to-dawn' exterior lights have been installed on the parking-lot side of the Comfort Station.
  - Lights on the breezeway have had photo-cell controls added so that they, too, will operate 'dusk to dawn'.
- Carysbrook Signage
  - The new, large, Carysbrook sign was torn from its mounts by wind sometime Monday evening. We are working on getting it replaced and reinstalled using improved sign mounts.

DRAFT

- MACAA Move
  - MACAA move is nearly complete. A Grand Opening will happen in the coming weeks.
- Inmate Work Crew
  - Last week, the inmate labor force cleaned up the wooded area behind the buildings at Carysbrook.
  - Removed two dump truck loads of trash, metal and debris, much of which was apparently dumped there while the site was being used as a school.
  - Next targets for the inmate crew are two dump sites in Columbia, and then the wooded area behind the Community Center.
- State Corporation Commission (SCC) to hold Public Hearings regarding Aqua Virginia rate increase request
  - Monday, March 16th
  - 2:00pm and 7:00pm
  - Fluvanna County Circuit Courtroom

BOARD OF SUPERVISORS' UPDATES

Sheridan—Kents Store FD Awards. Delegate Lee Ware was present at the Awards; also received letter of support from Congressman Hurt.
Weaver— None.
Ullenbruch—Met several times with Jail Board *ad hoc* Budget Committee. Actively pursuing solutions to reduce Jail Board budget. Moving forward with paring down the costs to the counties. There are potential costs to the reduction including the loss of inmate work crews in the County. Attended the Kents Store Fire Department Awards.
O'Brien—Met with Chamber of Commerce to discuss BPOL proposition. Discussed budget challenges for FY16. TJPDC on 2/5/15. Kudos to Market Fluvanna.
Booker— CSA Community Planning and Management Team, discussed the State audit. Thomas Jefferson Planning District Mayors and Chairs meeting, discussed strategic plan, broadband. Mrs. Booker and Mr. Nichols will be giving a presentation in Richmond on February 7, 2015 to the VACo Board Chair Supervisors' class.

PUBLIC COMMENTS #1

Chair Booker opened the first round of Public Comments.
With no one wishing to speak, Chair Booker closed the first round of Public Comments.

PUBLIC HEARINGS

None.

ACTION MATTERS

Fluvanna County Parks & Recreation Dog Leash Policy Proposal—Jason Smith, Director of Parks and Recreation, presented a proposed change to the current policy regarding dogs in county park areas. Mr. Smith advised the Board that the new policy would require dogs on county park property to be a on a leash at all times, except at prescribed times in designated areas. Mr. Weaver inquired about the feedback from citizens, with Mr. Nichols and Mr. Ullenbruch each stating they have spoken with citizens with concerns, both for and against a leash policy. Mr. Ullenbruch voiced his concern that the County is taking a reactionary stance against a few dogs/owners and hopes a solution can be found that does not require a formal policy. On the advice of the Mr. Payne, Mr. Ullenbruch moved to defer adopting any policy until a more complete draft policy is presented to the Board, indicating the times and places dogs may be off-leash.

> MOTION:
> Mr. Ullenbruch moved to defer the adoption of a leash policy for dogs on County park property. Mr. O'Brien seconded and the motion passed, 5-0. AYES: Booker, O'Brien, Sheridan, Ullenbruch, & Weaver. NAYS: None.

Approval of Addendum to UVa Employee Leasing & Medical Direction Agreement - Cheryl Wilkins, Emergency Services, briefed the Board on the terms of the addendum to the current UVa Employee Leasing & Medical Direction Agreement. There being no discussion,

> MOTION:
> Mr. Ullenbruch moved to approve the Second Addendum to the Employee Leasing & Medical Direction Agreement between UVa and County of Fluvanna to:
>
> •Increase staffing to provide nighttime emergency medical coverage at the rates specified in the Addendum and at the annual cost of approximately $311,000
>
> •Increase Medical Directorship to full-time coverage at an additional cost of $5,000 per year,
>
> And further authorize the County Administrator to execute the Addendum, following County Attorney approval as to form.
>
> Mr. Weaver seconded the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

Scheduling Public Hearing for Draft EMS Cost Recovery Ordinance - Cheryl Wilkins, Emergency Services Coordinator, presented a draft ordinance and sought the Board's approval for scheduling a Public Hearing to seek public input on an ordinance to allow for Emergency Services Cost Recovery. There being no discussion,

MOTION:
Mr. Weaver moved to approve scheduling of a public hearing for the purpose of considering the draft ordinance for establishment of an EMS Cost Recovery Program, as attached. Mr. Sheridan seconded, the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

Advertisement of the Proposed FY16 Real Property Tax Rate Increase—Steve Nichols, County Administrator, explained to the Board that the schedule for holding a Public Hearing for setting a minimum tax rate can accommodate moving the issue to a later date. The item is being pulled from tonight's agenda and will be added to the February 18, 2015 meeting agenda.

PRESENTATIONS

VDOT Quarterly Report—Andrew Scott, Engineer Trainee, presented in Mr. Joel DeNunzio's stead. Mr. Scott highlighted several projects affecting Fluvanna County, including the construction of a left-hand turn lane on Rt. 53 at Lake Monticello Rd (near Effort Baptist Church) and the proposed roundabout at the intersection of Rt. 53 (Thomas Jefferson Parkway) and Rt. 15 (James Madison Highway.)

Town of Columbia Task Force Update – Pat Groot, Task Force Chair, and TJPDC Grants Administrator, gave the Board an update on the Columbia Task Force, including the history of the formation of the Task Force, scope of objectives, goals, accomplishments, and possibilities for progress. At the completion of the presentation, Ms. Groot asked the Board for direction regarding the continuation of the Task Force. Mr. Sheridan offered appreciation for the hard work that the Task Force has put forth. The Board directed the Task Force to return with a plan for consideration after the March 17, 2015, special election for the Proposed Repeal and Annulment of the Town Charter.

Fiscal Year 2016 Budget Proposal and FY 2017-2020 Projected Budgets (The Five-Year Financial Plan) – Steve Nichols, County Administrator, and Eric Dahl, Finance Director, presented the County Administrator's Budget Proposal for the coming fiscal year. For the first time, staff has added operating budget projections for four additional years (FY 17-20) into the budget development process to provide an overall five-year budget projection for Board consideration and planning.

The combined FY 2016 budget, totaling $66,814,747, has reasonable and appropriate assumptions for revenues and expenditures to support the General Fund, Capital Improvement Fund, School Fund, Cafeteria Fund, and both utility funds. It is balanced on a real property tax rate of $0.895 per $100 of assessed value, which would result in a 4% tax increase for the average homeowner from this year's equalized rate of $0.86. (FY15 Rate - $0.88.)

Mr. Nichols reported that the budget proposal endeavors to maintain and enhance critical services, provide stable funding for the school system, continue our investment in the County's deteriorating infrastructure, fund the James River Water Authority project, plan for the Zion Crossroads Water/Sewer System project, support human service needs, preserve quality-of-life assets, and fund organizations valued by the residents of Fluvanna County.

Mr. Nichols also highlighted several pressures on the County budget for next and future years.

RECESS FOR DINNER and CLOSED MEETING

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING
At 6:03 pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds. Mr. Sheridan seconded. The motion carried, with a vote of 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

RECONVENE FOR OPEN SESSION AND REGULAR MEETING

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION
At 7:11pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. O'Brien seconded. The motion carried, with a roll call vote of 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

CONSENT AGENDA

The following were approved under the Consent Agenda:

- Minutes of January 21, 2015 – Kelly Belanger Harris, Clerk to the Board
- Cancellation of FY12 CIP Project – Ambulance Rechassis – Mary Anna Twisdale, Management Analyst

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for February 4, 2014. Mr. O'Brien seconded and the motion passed 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

Chair Booker opened the floor for the second round of public comments.
With no one wishing to speak, Chair Booker closed the second round of public comments.

WORK SESSION

Registrar FY16 Budget Presentation— Catherine Hobbs, Chair, Electoral Board, and Joyce Pace, Registrar, briefed the Board on their budget request for FY16. Ms. Hobbs noted that changes to the baseline budget were brought about because of the unusual year before a presidential election. Included in the revision are two primaries, and a general election: this includes a primary in March 2016 (presidential) and one in June 2016 (U.S. Senate.) Ms. Hobbs also highlighted changes to state requirements that may increase election-related costs. There was no discussion.

Health Department FY16 Budget Presentation – Dr. Denise Bonds, Director, Thomas Jefferson Health District, introduced herself to the Board as the new Health Director for the Thomas Jefferson Health District, and offered a brief run-down on services offered by the regional Health Department. Dr. Bonds noted that there is no increase in their budget request; this budget returns to FY15 levels. Dr. Bonds indicated that she would like to come back at a less-busy time to give a more in-depth presentation of services. There was no discussion.

Virginia Cooperative Extension FY16 Budget Presentation – John Thompson, Extension Agent, gave a brief summary of the Extension operating budget, services offered by regional Extension, and a comprehensive overview of the planned Teaching/Commercial Kitchen renovation at the Fluvanna Community Center, in Fork Union. Mr. Thompson highlighted the opportunities available to the County if a Teaching/Commercial Kitchen were available for Extension, County, and citizen use. The projected costs of the project total $32,000. Funds for the renovation have been requested from various sources including: the Fluvanna EDA, Tenaska, USDA Rural Development, Thomas Jefferson Planning District, and others. There was no discussion.

MOTION TO EXTEND THE MEETING

At 7:51pm Mr. Weaver moved to extend the meeting until 11pm. Mr. Sheridan seconded and the motion passed on a vote of 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

Library FY16 Budget Presentation – Cyndi Hoffman, Library Director, presented highlights of the services and programs of the County Library, and noted that current spending per capita puts Fluvanna County Library third from the bottom of libraries in Virginia. The increase in the request for FY16 takes into account a new Books-By-Mail program that satisfies a requirement for localities over 25,000 population to have a branch library, and a request for improving network speed. Ms. Hoffman briefed the Board on a proposal by the Jefferson Madison Regional Library to drop the non-resident fee for Fluvanna residents who wish to use the JMRL if Fluvanna County agrees to pay a stipend to JMRL. The Library Board does not recommend funding this stipend; individual users can decide if they'd like to participate in JMRL. The Board indicated that it would not like to support a stipend to the JMRL to drop its non-resident user fee.

Department of Social Services FY16 Budget Presentation – Kim Mabe, Director, presented the Board the FY16 funding request for Fluvanna Social Services. Ms. Mabe highlighted programs and services of Fluvanna DSS, and increasing case-load demands. Discussion focused on staff shortage, overtime, and the impact of hiring/not hiring additional staff for the department.

Fire and Rescue Services FY16 Budget Presentation – Cheryl Wilkins, Emergency Services Coordinator, offered an overview of the funding request for Fire and Rescue services in the County. Ms. Wilkins noted that there are slight increases since the FY15 budget request, and that the goal of the Fire and Rescue Association is to move toward a 100% county-funded operational model. Ms. Wilkins indicated that the Lake Monticello Volunteer Fire and Rescue is asking for $65,000 to help fund a new building; however, if a move to 100% funding for operations were achieved, LMVFR would not seek support for the building project. Mr. Nichols noted that it has not been custom to provide funds for infrastructure to LMVFRS, but that the model may need to be revisited.

DRAFT

Mr. O'Brien inquired after the increase in insurance costs: Mr. Nichols noted that this is partly Worker's Compensation fees and new costs not previously included in the budget. Other discussion focused on the amount of funding each company receives and the percentages therein.

FY16 Revenues and Expenditures – Eric Dahl, Finance Director, gave an overview of projected revenues and expenditures for FY16. Highlights of the discussion included capital projects, County revenue streams, real property assessments, and the potential tax rate based on FY16 Revenues and Expenditures.

ADJOURN

MOTION:
At 9:53pm, Mr. Ullenbruch moved to adjourn the meeting of Wednesday, February 4, 2015. Mr. Sheridan seconded and the motion carried with a vote of 5-0. AYES: Booker, Ullenbruch, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: None.

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

_____ _____

Kelly Belanger Harris
Clerk to the Board

Mozell H. Booker
Chairperson

DRAFT

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2016

AGENDA TITLE:	The Virginia Information Technologies Agency FY'16 Wireless E-911 PSAP Grant(Radio Console and Server Upgrade)
MOTION(s):	1) I move to authorize submission of the Wireless E-911 PSAP Grant Program application to the Virginia E-911 Services Board and if awarded, accept an award in the amount of up to $16,000 to fund the purchase of an upgrade to the E-911 Radio Console system in the E911 Center. 2) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation for the FY'16 E 9-1-1 in the amount of up to $16,000 to revenue and expenditure accounts assigned by Finance**.**

AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	

STAFF CONTACT(S):	Andrea Gaines, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff
PRESENTER(S):	Andrea Gaines, Director of Communications
RECOMMENDATION:	Ratify and accept the Virginia Information Technologies Agency FY'16 Wireless E-911 PSAP Grant to upgrade the E911 Center's two-way radio communications system, in order that the system remain functional and repairable.
TIMING:	Routine.
DISCUSSION:	Grant funds will be used to replace the current outdated radio console and server in the E-911 center. Currently the Fluvanna County 911 Dispatch Center is utilizing the Centracom Gold Elite Consoles to dispatch two-way radio communications and is required to upgrade the Console as well as the Console Dispatch Positions and server to remain functional and repairable. While funding is scarce, if the funding for this project is not received, the dispatch center is in jeopardy of not being operational in the case of a disruption to the service provided by the equipment (i.e. power surge, storm, etc.).
FISCAL IMPACT:	• State grant award of up to $16,000; the total project cost is $18,619.78. • This state grant award is to be used to purchase an upgrade for the E911 Center's radio console. • This grant award requires a 20% match; it will fund 80% of the project. • Award period: July 1, 2015 to June 30, 2016. • No extensions are allowed.
POLICY IMPACT:	The Centracom Gold Elite has already reached "end of sales life" and will reach "end of Support" life soon. Currently, the Server and Computer positions have also reached end of life on the Windows operating system. The Server is Windows Server 2000 and the positions are Windows XP. Since neither Windows operating system is current or supported, if a position were to fail there would be no replacement and we would lose the use of that Dispatch Position completely. We would not be able to repair or replace the position until the entire requested upgrade is complete as the upgrade has to be done at all positions simultaneously. In order to replace the

	Server and Positions the Centracom needs to be upgraded with the latest COIM Firmware and Software refresh to match that of the new Server and positions. This upgrade will allow us to continue using and maintaining the current system. Because the system is outdated, if the current system fails our center will not be able to function.				
LEGISLATIVE HISTORY:	This grant was previously awarded to the E-911 Center in FY'13, FY'14, and FY'15.				
ENCLOSURES:	Project Estimate attached.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

MOTOROLA SOLUTIONS

CLEAR communications

Two-Way Radio Sales & Service

620 Cami Lane
Charlottesville, VA 22902
Phone: 434-971-8139

Fax: 434-971-8919
Toll Free: 877-213-4836

403 Commerce Rd
Staunton, VA 24401
Phone: 540-885-1990
Fax: 540-885-7701

11 Warehouse Rd
Harrisonburg, VA 22801
Phone: 540-432-0096
Fax: 540-574-6095

30 Mill Lane
Salem, VA 24153
Phone: 540-389-4225

Fluvanna County ECC

Contact Info:
Brian Almarode
balmarode@clearcomva.com
434-953-5802

Date: 7/17/2014

Sales Order	Customer #	Customer P.O. Number \ Credit Card Information	Quote Prepared by:	Expiration
			Brian A.	N/A

Equipment List

Qty	Part Number	Description	Unit Price	Line Total
5		CIOM Firmware Upgrade	$ 1,160.00	$ 5,800.00
1		Elite SW Refresh	$ 833.75	$ 833.75
4		Operator Positon Computers	$ 1,145.72	$ 4,582.88
1		Server	$ 3,178.15	$ 3,178.15
			$ -	$ -
			$ -	$ -
		We will install the software and the new	$ -	$ -
		firmware on the Operator cards and Computers to match the	$ -	$ -
		Motorola Elite software.	$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -

	Subtotal	$ 14,394.78
Sales Tax	0%	
Shipping (Estimated)		$ 25.00
Labor (Estimated)		$ 4,200.00
Misc. Materials		
	Total	$ 18,619.78

Notes:

Before signing, please read the Terms and Conditions of this Sales Order and any applicable warranties and licenses. Your signature is an offer to purchase the products listed above which will be a purchase contract with the Terms and Conditions stated herein or on a separate page, including any warranty disclaimers and limitations of manufacturer's liability.

AUTHORIZED CUSTOMER SIGNATURE:

Title **Date**

MOTOROLA premier service partner

MOTOROLA premier service partner

Thank you for your business!

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 02/18/2015

AGENDA TITLE:	FY15 Voluntary Contributions 1st Half				
MOTION(s):	**I move the Board of Supervisors approve the following supplemental appropriation for FY15 Voluntary Contributions – 1st Half:** • **$50.00 – Transfer to Schools: Instruction**				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the following actions.				
TIMING:	Routine				
DISCUSSION:	The Board of Supervisors approved the "Fluvanna County Voluntary Contributions Program Policy" August 7th, 2013, with the program to become effective September 1st, 2013.				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the revenue to the specific donation general ledger account and expenditures as indicated above.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS	Legal	Finance	Purchasing	HR	Other
		X			

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
Ph: (434) 591-1910
Fax: (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 18, 2015
From: Finance Department
To: Board of Supervisors
Subject: Accounts Payable Report for January 2015

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1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	$406,486.29
Capital Improvements	$652,287.36
Debt Service	$1,739,581.25
Sewer	$2,814.81
Fork Union Sanitary District	$7,313.10
Total AP Expenditures	**$2,808,732.81**
Payroll	$ 771,264.25
Total	**$3,579,997.06**

MOTION

I move the Accounts Payable and Payroll be ratified for January 2015 in the amount of **$3,579,997.06**.

Enclosures: AP Report

County of Fluvanna
Accounts Payable List

From Date: 1/1/2015
To Date: 1/31/2015

Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 100 GENERAL FUND						
GENERAL FUND						
FIRST FINANCIAL ADMINISTRATORS,	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 121914	000000031539	12/18/2014	1/7/2015	5,945.08
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120514	000000031234	12/4/2014	1/7/2015	1,544.63
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120514	000000031236	12/4/2014	1/7/2015	97.12
NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120514	000000031232	12/4/2014	1/7/2015	517.34
NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120514	000000031233	12/4/2014	1/7/2015	90.00
VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 120514	000000031237	12/4/2014	1/7/2015	187.41
VRS	CLEARING ACCOUNT-	PAYROLL RUN- WARRANT 120714	000000031235 12/04	12/7/2014	1/15/2015	87,518.77
					Total:	**$95,900.35**
REAL ESTATE TAXES						
HERBERT L BESKIN	R E 2012 - 1ST	RE 2012 3-27-49	31843	1/8/2015	1/22/2015	549.22
					Total:	**$549.22**
PERSONAL PROPERTY TAXES						
CARR, DIANE J	P P 2014 - 1ST	PP 2014 217430	32171	1/21/2015	1/22/2015	91.62
CLIFFORD, JUNE LINDA	P P 2014 - 1ST	PP 2014 217482	32172	1/21/2015	1/22/2015	49.23
CROMER, JOSHUA ADAM	P P 2014 - 1ST	PP 2014 219819	31838	1/8/2015	1/22/2015	6.23
DUNN, BARBARA MILLER	P P 2013 - 1ST	PP 2013 201951	32174	1/21/2015	1/22/2015	136.61
DUNN, BARBARA MILLER	P P 2013 - 2ND	PP 2013 201951	32174	1/21/2015	1/22/2015	136.62
DUNN, BARBARA MILLER	P P 2014 - 1ST	PP 2014 201951	32173	1/21/2015	1/22/2015	134.64
DUNN, BARBARA MILLER	P P 2014 - 2ND	PP 2014 201951	32173	1/21/2015	1/22/2015	134.64
JOHNSON, SARA C	P P 2014 - 1ST	PP 2014 223034	32179	1/21/2015	1/22/2015	54.50
JONES, KAREN BLYTHE DALTON	P P 2014 - 1ST	PP 2014 228063	31861	1/8/2015	1/22/2015	287.17
KRAHENBILL, RICHARD ALLEN	P P 2012 - 1ST	PP 2012 205863	32184	1/21/2015	1/22/2015	10.38
KRAHENBILL, RICHARD ALLEN	P P 2012 - 2ND	PP 2012 205863	32184	1/21/2015	1/22/2015	10.37
KRAHENBILL, RICHARD ALLEN	P P 2013 - 1ST	PP 2013 205863	32183	1/21/2015	1/22/2015	10.38
KRAHENBILL, RICHARD ALLEN	P P 2013 - 2ND	PP 2013 205863	32183	1/21/2015	1/22/2015	10.37
KRAHENBILL, RICHARD ALLEN	P P 2014 - 1ST	PP 2014 230782	32181	1/21/2015	1/22/2015	342.90
KRAHENBILL, RICHARD ALLEN	P P 2014 - 2ND	PP 2014 205863	32182	1/21/2015	1/22/2015	10.37
MANNING, PAUL B	P P 2014 - 1ST	PP 2014 230888	32186	1/21/2015	1/22/2015	64.50
MMCA LEASE LTD.,	P P 2014 - 1ST	PP 2014 230990	32187	1/21/2015	1/22/2015	204.39
MMCA LEASE LTD.,	P P 2014 - 2ND	PP 2014 230990	32187	1/21/2015	1/22/2015	204.39
RODRIGUEZ RODRIGUEZ, ROBERTO R	P P 2014 - 1ST	PP 2014 216141	32226	1/22/2015	1/22/2015	51.08
SZYMUSIK, JOAN GRAF	P P 2014 - 1ST	PP 2014 211613	32230	1/22/2015	1/22/2015	69.77
THURSTON, DUSTIN ALAN	P P 2014 - 1ST	PP 2014 231574	32231	1/22/2015	1/22/2015	19.06
YOUR MAN FRIDAY	P P 2014 - 1ST	PP 2014 214184	31842	1/8/2015	1/22/2015	6.04
					Total:	**$2,045.26**

	A	B	C	D	F	G	H	I	J
1	**County of Fluvanna**			**From Date: 1/1/2015**					
2	**Accounts Payable List**			**To Date: 1/31/2015**					
4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
45	**OTHER LOCAL TAXES**								
46	CARR, DIANE J	ADMIN FEE VEHICLE LICENSE		PP 2014 217430	32171	1/21/2015	1/22/2015		33.00
47	CLIFFORD, JUNE LINDA	ADMIN FEE VEHICLE LICENSE		PP 2014 217482	32172	1/21/2015	1/22/2015		33.00
48	CRILL, COLLEEN MARIE	ADMIN FEE VEHICLE LICENSE		PP 2014 230197	31849	1/8/2015	1/22/2015		187.62
49	DUNN, BARBARA MILLER	ADMIN FEE VEHICLE LICENSE		PP 2014 201951	32173	1/21/2015	1/22/2015		198.00
50	JOHNSON, SARA C	ADMIN FEE VEHICLE LICENSE		PP 2014 223034	32179	1/21/2015	1/22/2015		33.00
51	KRAHENBILL, RICHARD ALLEN	ADMIN FEE VEHICLE LICENSE		PP 2014 230782	32181	1/21/2015	1/22/2015		33.00
52	MANNING, PAUL B	ADMIN FEE VEHICLE LICENSE		PP 2014 230888	32186	1/21/2015	1/22/2015		33.00
53	MMCA LEASE LTD.,	ADMIN FEE VEHICLE LICENSE		PP 2014 230990	32187	1/21/2015	1/22/2015		33.00
54	RODRIGUEZ RODRIGUEZ, ROBERTO R	ADMIN FEE VEHICLE LICENSE		PP 2014 216141	32226	1/22/2015	1/22/2015		33.00
55	SZYMUSIK, JOAN GRAF	ADMIN FEE VEHICLE LICENSE		PP 2014 211613	32230	1/22/2015	1/22/2015		33.00
56	THURSTON, DUSTIN ALAN	ADMIN FEE VEHICLE LICENSE		PP 2014 231574	32231	1/22/2015	1/22/2015		18.00
57	WHITE, BILLY RAY JR	ADMIN FEE VEHICLE LICENSE		PP 2014 212962	31839	1/8/2015	1/22/2015		66.01
58	WHITE, CHARLENE GARDNER	ADMIN FEE VEHICLE LICENSE		PP 2014 226696	31841	1/8/2015	1/22/2015		33.01
59							**Total:**		**$766.64**
60									
61	**BOARD OF SUPERVISORS**								
62	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	HARRIS 12312014	1/12/2015	1/20/2015		28.18
63	E.W. THOMAS	OTHER OPERATING		BOS SNACKS/DINNER	EWT01062015	12/3/2014	1/9/2015		46.47
64	MOZELL H. BOOKER	MILEAGE ALLOWANCES		REIMBURSMENT	MB121814	12/18/2014	1/9/2015		273.28
65	ROBERT ULLENBRUCH	MILEAGE ALLOWANCES		REIMBURSMENT	RU12172014	12/17/2014	1/9/2015		117.04
66	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES		PROFESSIONAL SERVICES	108388	12/31/2014	1/22/2015		90.00
67	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		18.56
68	TYLER TECHNOLOGIES	PROFESSIONAL SERVICES		SIGNATURE SCANS	045125225	12/31/2014	1/22/2015		400.00
69	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		269.28
70							**Total:**		**$1,242.81**
71									
72	**COUNTY ADMINISTRATOR**								
73	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		20.02
74	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		55.18
75	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	12312014	1/1/2015	1/22/2015		76.45
76	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		59.39
77	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		23.16
78	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER	16296206	12/22/2014	1/9/2015		194.90
79							**Total:**		**$429.10**
80									
81	**COUNTY ATTORNEY**								
82	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES		PROFESSIONAL SERVICES	108388	12/31/2014	1/22/2015		8,726.52
83							**Total:**		**$8,726.52**
84									

County of Fluvanna
Accounts Payable List

From Date: 1/1/2015
To Date: 1/31/2015

Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
COMMISSIONER OF THE REVENUE						
BANK OF AMERICA	DUES OR ASSOCIATION	MONTHLY STATEMENT	SHERIDANA 12312014	12/31/2014	1/9/2015	108.15
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015	16.68
PITNEY BOWES	LEASE/RENT	LEASE	1015396-DC14	12/13/2014	1/9/2015	597.00
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8032329964	12/29/2014	1/9/2015	191.41
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY SERVICE	T280481	12/28/2014	1/9/2015	12.29
					Total:	**$925.53**
REASSESSMENT						
FLUVANNA REVIEW	ADVERTISING	ADS	2014F 51-7	12/26/2014	1/9/2015	202.00
					Total:	**$202.00**
TREASURER						
AUTOMATED OFFICE SYSTEMS	LEASE/RENT	ANNUAL BILLING	066295	12/29/2014	1/9/2015	2,880.00
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	13602014	12/8/2014	1/9/2015	1,250.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015	20.01
MECHUMS RIVER SECURITY	LEASE/RENT	MONITORING	018525	12/31/2014	1/9/2015	60.00
QUILL	OFFICE SUPPLIES	SUPPLIES	9061987	12/30/2014	1/9/2015	258.47
SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	A3464500-15	1/1/2015	1/9/2015	34.80
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY SERVICE	T280481	12/28/2014	1/9/2015	10.58
VERIZON 721970783-00001	TELECOMMUNICATIONS	MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015	49.75
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	16341173	12/30/2014	1/9/2015	131.38
VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	DMV STOPS	01062015	1/6/2015	1/9/2015	1,100.00
					Total:	**$5,794.99**
INFORMATION TECHNOLOGY						
BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT	MCMAHON12312014	12/31/2014	1/9/2015	772.49
BANK OF AMERICA	ADP SUPPLIES	MONTHLY STATEMENT	MCMAHON12312014	12/31/2014	1/9/2015	1,541.21
BANK OF AMERICA	BOOKS/PUBLICATIONS	MONTHLY STATEMENT	MCMAHON12312014	12/31/2014	1/9/2015	42.99
BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT	MCMAHON12312014	12/31/2014	1/9/2015	237.00
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015	3.34
QUANTUM CORPORATION	ADP SERVICES	SUPPORT	60097981	12/12/2014	1/22/2015	1,600.00
RAFALY ELECTRICAL CONTRACTORS,	PROFESSIONAL SERVICES	ADD PHONE LINE	6153	1/3/2015	1/22/2015	80.00
TYLER TECHNOLOGIES	ADP SERVICES	VPN	045124261	12/16/2014	1/9/2015	6,000.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY SERVICE	T280481	12/28/2014	1/9/2015	2,146.39
VERIZON 721970783-00001	TELECOMMUNICATIONS	MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015	89.76
					Total:	**$12,513.18**
FINANCE						
BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT	DAHL 12312014	12/31/2014	1/9/2015	200.00

	A	B	C	D	F	G	H	I	J
1	**County of Fluvanna**			**From Date: 1/1/2015**					
2	**Accounts Payable List**			**To Date: 1/31/2015**					
4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
125	BANK OF AMERICA	SUBSISTENCE & LODGING		MONTHLY STATEMENT	DAHL 12312014	12/31/2014	1/9/2015		256.17
126	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		13.34
127	FEDEX	POSTAL SERVICES		SHIPPPING	288508324	12/23/2014	1/9/2015		57.56
128	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		143.46
129	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		109.01
130	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		11.28
131	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		EQUIPMENT	16296207	12/22/2014	1/9/2015		169.45
132							**Total:**		**$960.27**
133									
134	**REGISTRAR/ELECTORAL BOARD**								
135	BANK OF AMERICA	CONVENTION AND		MONTHLY STATEMENT	PACEJ 12312014	1/6/2015	1/9/2015		15.00
136	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	PACEJ 12312014	1/6/2015	1/9/2015		8.61
137	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		9.68
138	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		49.75
139							**Total:**		**$83.04**
140									
141	**HUMAN RESOURCES**								
142	BEC-PLASTIC CARD SOLUTIONS, INC.	EMPLOYEE RECOGNITION		SERVICE	SDIN401543	12/31/2014	1/22/2015		375.00
143	PROTECT YOUTH SPORTS	RECRUITMENT		BACKGROUND CHECKS	338049	1/1/2015	1/9/2015		39.90
144	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES		SUPPLIES	8032329964	12/29/2014	1/9/2015		275.93
145	THE UNIVERSITY OF VIRGINIA	PROFESSIONAL SERVICES		ANNUAL MEMBERSHIP	MCSS2055	2/10/2014	1/9/2015		270.00
146	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER	16312358	12/24/2014	1/9/2015		89.60
147							**Total:**		**$1,050.43**
148									
149	**GENERAL DISTRICT COURT**								
150	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309871364 12/16/14	12/16/2014	1/9/2015		222.81
151	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		10.79
152	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER - GENERAL DISTRICT	16318431	12/11/2014	1/9/2015		161.51
153							**Total:**		**$395.11**
154									
155	**COURT SERVICE UNIT**								
156	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		13.34
157	QUILL	OFFICE SUPPLIES		SUPPLIES	8635104	12/30/2014	1/9/2015		45.98
158	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	12312014	1/1/2015	1/22/2015		6.75
159	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		13.59
160							**Total:**		**$79.66**
161									
162	**CLERK OF THE CIRCUIT COURT**								
163	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		26.69
164	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES		WATER	12312014	1/1/2015	1/22/2015		52.75

	A	B	C	D	F	G	H	I	J
1	**County of Fluvanna**			**From Date: 1/1/2015**					
2	**Accounts Payable List**			**To Date: 1/31/2015**					
4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
165	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		304.85
166	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		21.85
167	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		EQUIPMENT	16265452	12/15/2014	1/22/2015		196.78
168							**Total:**		**$602.92**
169									
170	**CIRCUIT COURT JUDGE**								
171	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		10.01
172	LUTHER JUNIOR BATES	COMPENSATION-		GRAND JURY	GJ122014-1	12/30/2014	1/9/2015		210.00
173	TREASURER OF VIRGINIA	EDP EQUIPMENT		EQUIPMENT	15FLUPC0514	12/15/2014	1/22/2015		550.00
174	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		4.66
175							**Total:**		**$774.67**
176									
177	**COMMONWEALTH ATTY**								
178	BANK OF AMERICA	CONVENTION AND		MONTHLY STATEMENT	HAISLIP 12312014	12/31/2014	1/9/2015		266.82
179	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		13.34
180	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS		REFERENCE	399735001 123114	12/31/2014	1/22/2015		365.18
181	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		3.43
182	SHENANDOAH VALLEY WATER	CONTRACT SERVICES		WATER	12312014	1/1/2015	1/22/2015		28.85
183	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		382.56
184	TREASURER OF VIRGINIA	CONVENTION AND		REGISTRATION	550A1500821041625B80	1/12/2015	1/22/2015		100.00
185	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		9.26
186	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		49.75
187							**Total:**		**$1,219.19**
188									
189	**SHERIFF**								
190	AT&T 286-3642	TELECOMMUNICATIONS		PHONE	7305055828001	12/6/2014	1/9/2015		93.22
191	BANK OF AMERICA	FOOD SUPPLIES		MOHTHLY STATEMENT	WELLS 12312014	1/12/2015	1/20/2015		48.21
192	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	GATLIN 12312014	12/31/2014	1/9/2015		10.47
193	BANK OF AMERICA	POLICE SUPPLIES		MONTHLY STATEMENT	GAIES 12312014	12/31/2014	1/9/2015		5.99
194	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT		MOUNT AND BALANCE	121814	12/18/2014	1/9/2015		112.50
195	CANON SOLUTIONS AMERICA, INC.	MAINTENANCE CONTRACTS		EQUIPMENT	4014797547	1/1/2015	1/22/2015		16.34
196	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		1,237.32
197	CHARLOTTESVILLE AUTO PARTS	VEHICLE/POWER EQUIP		PARTS	005118	12/30/2014	1/9/2015		216.90
198	DONNA'S NEEDLEWORK & CRAFT	UNIFORM/WEARING APPAREL		ALTERATIONS	01072015	1/7/2015	1/22/2015		19.50
199	EVIDENT CRIME SCENE PRODUCTS	POLICE SUPPLIES		SUPPLES	90573C	12/29/2014	1/22/2015		54.00
200	FEDEX	POSTAL SERVICES		SHIPPING	29053562	1/13/2015	1/22/2015		50.39
201	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP		PARTS	015273318	12/16/2014	1/9/2015		279.67
202	GALLS, LLC.	POLICE SUPPLIES		SUPPLIES	002869120	12/17/2014	1/22/2015		67.00
203	GALLS, LLC.	UNIFORM/WEARING APPAREL		ALTERATIONS	002833188	12/11/2014	1/9/2015		50.98
204	GE CAPITAL	LEASE/RENT		EQUIPMENT	61924648	12/21/2014	1/9/2015		77.73

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1	**County of Fluvanna**			**From Date: 1/1/2015**					
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205	GE CAPITAL	OTHER OPERATING		EQUIPMENT	61944133	12/21/2014	1/9/2015		21.60
206	HOME PORT FILING SYSTEMS	OFFICE SUPPLIES		LABELS	1452	12/26/2014	1/9/2015		34.10
207	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		GAS	SQLCD/00098593	1/5/2015	1/9/2015		187.05
208	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT		OIL CHANGE	50888	1/12/2015	1/22/2015		17.51
209	QUILL	OFFICE SUPPLIES		SUPPLIES	01122015	1/12/2015	1/22/2015		251.43
210	SHENANDOAH VALLEY WATER	FOOD SUPPLIES		WATER	12312014	1/1/2015	1/22/2015		117.30
211	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT		OIL CHANGE	01052015	1/5/2015	1/22/2015		355.00
212	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		15.63
213	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		476.25
214	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS		EQUIPMENT	1501120024	1/12/2015	1/22/2015		63.50
215	VERIZON BUSINESS	TELECOMMUNICATIONS		PHONE	0496464	12/25/2014	1/22/2015		18.73
216	VERIZON WIRELESS	TELECOMMUNICATIONS		MONTHLY SERVICE	9736826203	1/3/2015	1/9/2015		1,642.51
217	VIRGINIA DEPT. OF MOTOR VEHICLES	OTHER OPERATING		LICENSE	14365668	12/31/2014	1/22/2015		10.00
218	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP		TIRES	346112	12/18/2014	1/9/2015		751.02
219	WEST RIVER AUTO	VEHICLES REP & MAINT		VEHICLE MAINTENANCE	12092014	12/9/2014	1/9/2015		519.72
220							**Total:**		**$6,821.57**
221									
222	**E911**								
223	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		5,084.14
224	COMPUTER PROJECTS OF ILLINOIS	MAINTENANCE CONTRACTS		ANNUAL LICENSE	1412120ME	12/29/2014	1/9/2015		520.20
225	DELL MARKETING, L.P.	EDP EQUIPMENT		EQUIPMENT	XJM3WTWR7	12/15/2014	1/9/2015		546.93
226	NWG SOLUTIONS, LLC.	CONTRACT SERVICES		SERVICE	33953	12/18/2014	1/9/2015		2,200.00
227	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		2.96
228	VERIZON WIRELESS	TELECOMMUNICATIONS		MONTHLY SERVICE	9736826203	1/3/2015	1/9/2015		668.09
229							**Total:**		**$9,022.32**
230									
231	**FIRE AND RESCUE SQUAD**								
232	FLUVANNA COUNTY RESCUE SQUAD	FIRE & RESCUE ASSN		ALLOCATION	FR3	1/1/2015	1/9/2015		15,979.50
233	FLUVANNA COUNTY VOLUNTEER FIRE	FIRE & RESCUE ASSN		QTRLY ALLOCATION	FF3	1/1/2015	1/9/2015		30,167.50
234	LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE ASSN		QTRLY ALLOCATION	LMS3	1/1/2015	1/9/2015		23,757.75
235	LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE CAPITAL		QTRLY ALLOCATION	LMS3	1/1/2015	1/9/2015		20,000.00
236							**Total:**		**$89,904.75**
237									
238	**CORRECTION AND DETENTION**								
239	CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS		3RD QTR ALLOCATION	010115F	12/11/2014	1/9/2015		202,325.00
240	COUNTY OF ALBEMARLE, VIRGINIA	BRJDC DEBT PAYMENT		3RD QTR ALLOCATION	FY201500000584	1/15/2015	1/22/2015		18,849.75
241	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC		MONTHLY SERVICES	FY201500000569	1/15/2015	1/22/2015		15,244.92
242							**Total:**		**$236,419.67**
243									
244	**BUILDING INSPECTIONS**								

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245	BRIAN DANIEL, TREASURER	DUES OR ASSOCIATION		MEMBERSHIP	LESTER/WILLS	12/31/2014	1/9/2015		50.00
246	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		13.34
247	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		GAS	SQLCD/00097144	12/29/2014	1/9/2015		150.10
248	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		32.31
249	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		37.76
250	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		4.42
251	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		68.78
252	VIRGINIA PLUMBING & MECHANICAL	DUES OR ASSOCIATION		MEMBERSHIP	LESTER 01142015	1/14/2015	1/22/2015		80.00
253							**Total:**		**$436.71**
254									
255	**EMERGENCY MANAGEMENT**								
256	DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES		BACKGROUND CHECK	A2018 RODERICK	11/1/2014	1/22/2015		37.00
257	THE UNIVERSITY OF VIRGINIA	PROFESSIONAL SERVICES		EMT COVERAGE	12222014	12/22/2014	1/9/2015		23,991.79
258							**Total:**		**$24,028.79**
259									
260	**ANIMAL CONTROL**								
261	FLUVANNA SPCA	CONTRACT SERVICES		CONTRACT SERVICE	022015 3	12/29/2014	1/23/2015		21,409.16
262	HAPPY TAILS	AGRICULTURAL SUPPLIES		DOG FOOD	222	12/23/2014	1/22/2015		58.48
263	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		0.92
264	VIRGINIA EMPLOYMENT COMMISSION	FULL-TIME SALARIES &		UNEMPLOYMENT	1890042 12312014	12/31/2014	1/22/2015		1,512.00
265							**Total:**		**$22,980.56**
266									
267	**FACILITIES**								
268	BANK OF AMERICA	BLDGS EQUIP REP & MAINT		MONTHLY STATEMENT	STEPHOENSW	12/31/2014	1/9/2015		1,400.22
269	BANK OF AMERICA	GENERAL MATERIALS AND		MONTHLY STATEMENT	STEPHOENSW	12/31/2014	1/9/2015		77.98
270	BANK OF AMERICA	POSTAL SERVICES		MONTHLY STATEMENT	SHAW 12312014	12/31/2014	1/9/2015		9.80
271	BLUE RIDGE BUILDERS SUPPLY, INC.	GENERAL MATERIALS AND		SUPPLIES	1501-493635	12/31/2014	1/9/2015		235.71
272	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT		TIRE ROTATION	12222014	12/22/2014	1/9/2015		15.00
273	CAPITAL TRISTATE	GENERAL MATERIALS AND		SUPPLIES	SO20804321001	12/11/2014	1/9/2015		46.38
274	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		13.34
275	CHARLES EDWARD GARRISON, II	BLDGS EQUIP REP & MAINT		PAINT PARKING LOT	12292014	1/5/2014	1/9/2015		850.00
276	CII SERVICE	BLDGS EQUIP REP & MAINT		SERVICE	6393	12/23/2014	1/9/2015		10,463.99
277	CINTAS	LAUNDRY AND DRY		UNIFORMS	394613351	12/25/2014	1/9/2015		717.15
278	E.W. THOMAS	GENERAL MATERIALS AND		SUPPLIES	12312014	1/8/2015	1/22/2015		16.04
279	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND		SUPPLIES	44488/44770	12/31/2014	1/9/2015		25.59
280	GARY OSTEEN PLUMBING	CONTRACT SERVICES		RELOCATE URINAL	01072015	1/7/2015	1/22/2015		461.00
281	GENERATOR SERVICE COMPANY	BLDGS EQUIP REP & MAINT		SERVICE	14626	1/5/2015	1/9/2015		414.44
282	JOHN VAUGHAN	BLDGS EQUIP REP & MAINT		REPAIRS	2258	12/17/2014	1/9/2015		113.00
283	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP		MATERIALS	12/31/2014	12/31/2014	1/22/2015		302.38
284	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT		MATERIALS	12/31/2014	12/31/2014	1/22/2015		26.58

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285	LOWE'S	GENERAL MATERIALS AND		SUPPLIES	0330383 12/25/14	12/31/2014	1/9/2015		304.79
286	WILLIAM SHAW	CONVENTION AND		MILEAGE	WS12222014	12/22/2014	1/9/2015		30.00
287	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT		REPAIR LIGHTING	6152	1/3/2015	1/22/2015		681.00
288	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES		OUTLET PLEASANT GROVE	6155	1/3/2015	1/22/2015		185.00
289	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		11.94
290	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		234.35
291	WAGNER'S WRECKER SERVICE	BLDGS EQUIP REP & MAINT		EQUIPMENT REPAIR	DECEMBER 30, 2014	12/30/2014	1/9/2015		850.00
292							**Total:**		**$17,485.68**
293									
294	**GENERAL SERVICES**								
295	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS		Overhead Door Maintenance & Em	A94820	11/26/2014	1/22/2015		276.75
296	AQUA VIRGINIA, INC.	WATER SERVICES		WATER	01122015	1/12/2015	1/22/2015		273.21
297	BOSLEY CROWTHER	LEASE/RENT		LEASE	02012015	1/23/2015	1/22/2015		2,000.00
298	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES		ELECTRIC	JAN 2015	12/29/2014	1/9/2015		6,837.32
299	CENTRAL VA ELECTRIC COOP	STREET LIGHTS		ELECTRIC	01222015	1/22/2015	1/22/2015		78.36
300	CENTURYLINK 589-8525	TELECOMMUNICATIONS		PAYPHONE	A313905	12/26/2014	1/9/2015		50.00
301	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309428096 12/16/14	12/16/2014	1/9/2015		1,459.04
302	CII SERVICE	MAINTENANCE CONTRACTS		CONTRACT	6336	12/14/2014	1/9/2015		4,874.00
303	CINTAS	MAINTENANCE CONTRACTS		FIRST AID KIT	5002399908	12/30/2014	1/22/2015		164.32
304	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		ELECTRIC	DEC 2014	12/23/2014	1/9/2015		13,569.97
305	DOMINION VIRGINIA POWER	STREET LIGHTS		ELECTRIC	DEC 2014	12/23/2014	1/9/2015		464.90
306	FORK UNION SANITARY DISTRICT	WATER SERVICES		WATER	12192014	12/19/2014	1/9/2015		897.00
307	INTRASTATE PEST CONTROL	MAINTENANCE CONTRACTS		PEST CONTROL	01092015	1/9/2015	1/22/2015		290.00
308	SHENANDOAH VALLEY WATER	WATER SERVICES		WATER	12312014	1/1/2015	1/22/2015		55.80
309	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES		PROPANE	303334	12/27/2014	1/9/2015		3,100.72
310	THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS		MAINTENANCE	3001518137	1/1/2015	1/9/2015		1,363.93
311	TIGER FUEL COMPANY	HEATING SERVICES		HEATING OIL	404414	12/26/2014	1/9/2015		9,052.61
312	TREASURER, FLUVANNA CO	SEWER SERVICES		SEWER	12222014	12/22/2014	1/9/2015		392.79
313	VACORP	PROPERTY INSURANCE		WORKERS COMP	7188	12/30/2014	1/9/2015		351.00
314							**Total:**		**$45,551.72**
315									
316	**PUBLIC WORKS**								
317	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	STEPHOENSW	12/31/2014	1/9/2015		42.89
318	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		13.34
319	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		GAS	SQLCD/00097144	12/29/2014	1/9/2015		34.35
320	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		103.19
321	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		EQUIPMENT	16348133	12/31/2014	1/9/2015		235.99
322							**Total:**		**$429.76**
323									
324	**CONVENIENCE CENTER**								

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325	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES		TRASH REMOVAL	0000005582	12/16/2014	1/9/2015		3,932.49
326	CAROLINA SOFTWARE	BLDGS EQUIP REP & MAINT		SOFTWARE SUPPORT	56471	1/1/2015	1/22/2015		250.00
327	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	310392717 12/16/14	12/16/2014	1/9/2015		58.27
328	MO-JOHNS, INC.	LEASE/RENT		PORT A JOHN	81106	12/22/2014	1/9/2015		60.00
329	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		30.33
330							**Total:**		**$4,331.09**
331									
332	**LANDFILL POST CLOSURE**								
333	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES		PROFESSIONAL SERVICE	2014110387	11/30/2014	1/9/2015		2,464.00
334							**Total:**		**$2,464.00**
335									
336	**HEALTH**								
337	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		155.71
338	THOMAS JEFFERSON HEALTH	CONTRACT SERVICES		3RD QTR ALLOCATION	010115	12/24/2014	1/9/2015		64,358.75
339	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		14.40
340							**Total:**		**$64,528.86**
341									
342	**CSA**								
343	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	MEYERS 12312014	1/12/2015	1/20/2015		59.47
344	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		6.67
345	JACQUELINE A MEYERS	MILEAGE ALLOWANCES		REIMBURSMENT	JM010715	1/12/2015	1/22/2015		35.84
346	JACQUELINE A MEYERS	PROFESSIONAL SERVICES		REIMBURSMENT	JM01082015	1/8/2015	1/22/2015		35.00
347	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		56.27
348	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER LEASE - CSA	16289755	12/19/2014	1/9/2015		44.80
349							**Total:**		**$238.05**
350									
351	**CSA PURCHASE OF SERVICES**								
352	ABC PRESCHOOL	COMM SVCS			P12030679254	12/31/2014	1/22/2015		850.00
353	ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS			P12030682055	12/31/2014	1/22/2015		201.50
354	ANTHONY GULLO, P.HD, LCSW	COMM SVCS			P12030689362	12/31/2014	1/22/2015		90.00
355		COMM SVCS			P10000768454	10/31/2014	1/9/2015		300.00
356	BLUE RIDGE RESOLUTIONS, PLLC	COMM SVCS			P12030690963	12/31/2014	1/22/2015		450.00
357	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS			P11030680451	11/30/2014	1/9/2015		5,122.50
358		COMM SVCS			P12030689265	12/31/2014	1/22/2015		250.00
359	DETOUR MENTORING	COMM SVCS			P12000768849	12/31/2014	1/9/2015		5,550.00
360	DETOUR MENTORING	COMM SVCS. TRANSITION			P12000770857	12/31/2014	1/9/2015		1,150.00
361	DETOUR MENTORING	POS MAND SVCS IN PUBLIC			P12000761971	12/31/2014	1/22/2015		900.00
362	DISCOVERY SCHOOL	RES. CONG. CARE			P11000763758	11/30/2014	1/9/2015		19,338.00
363		COMM SVCS			P12030681961	12/31/2014	1/22/2015		630.00
364	ELK HILL	COMM SVCS			P12000769259	12/31/2014	1/22/2015		615.00

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365	ELK HILL	POS MANDATED SPED-			P12000771448	12/31/2014	1/22/2015		11,200.00
366	FAMILY FOCUS, INC.	COMM SVCS			P12000767560	12/31/2014	1/22/2015		225.00
367	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-			P12000758148	12/31/2014	1/9/2015		29,550.00
368	ORKIN	COMM SVCS			P12030691650	12/31/2014	1/9/2015		65.00
369	PEOPLE PLACES, INC.	COMM SVCS			P11030687152	11/30/2014	1/9/2015		3,150.00
370	PEOPLE PLACES, INC.	POS MAND SPEC FC			P12030674770	12/31/2014	1/22/2015		4,002.81
371		COMM SVCS			P12030691556	12/31/2014	1/22/2015		255.00
372		COMM SVCS			P09000765756	9/30/2014	1/9/2015		300.00
373	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE			P12000766268	12/31/2014	1/22/2015		2,850.00
374	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-			P09000770953	9/30/2014	1/22/2015		28,237.50
375							**Total:**		**$115,282.31**
376									
377	**PARKS & RECREATION**								
378	BANK OF AMERICA	FURNITURE & FIXTURES		MONTHLY STATEMENT	SMITHJ 12312014	12/31/2014	1/9/2015		3,039.11
379	BANK OF AMERICA	RECREATIONAL SUPPLIES		MONTHLY STATEMENT	PACE JON 12312014	12/31/2014	1/9/2015		569.57
380	BANK OF AMERICA	SUBSISTENCE & LODGING		MONTHLY STATEMENT	SMITHJ 12312014	12/31/2014	1/9/2015		1,422.35
381	BSN SPORTS, INC.	RECREATIONAL SUPPLIES		SUPPLIES	99628281	1/9/2015	1/22/2015		40.00
382	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309373828 12/16/14	12/16/2014	1/9/2015		433.59
383	CINTAS	CONTRACT SERVICES		FIRST AID	9006321716	12/30/2014	1/9/2015		243.38
384	E.W. THOMAS	RECREATIONAL SUPPLIES		SUPPLIES	3450	1/6/2015	1/9/2015		621.08
385	FLUVANNA COUNTY PUBLIC SCHOOLS	PROFESSIONAL SERVICES		GYM USE	01092015	1/9/2015	1/22/2015		144.00
386	HEALTH NUTZ	PROFESSIONAL SERVICES		CLASSES	203	12/31/2014	1/9/2015		84.00
387	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES		UNIFORMS	057961	12/23/2014	1/9/2015		1,653.39
388	LANDSCAPE SUPPLY, INC.	SITE IMPROVEMENTS		SUPPLIES	0075712IN	1/13/2015	1/22/2015		393.40
389	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		GAS	SQLCD/00097144	12/29/2014	1/9/2015		29.20
390	MO-JOHNS, INC.	CONTRACT SERVICES		PORT A JOHN	81347/81348	1/15/2015	1/22/2015		120.00
391	ORIENTAL TRADING CO., INC.	RECREATIONAL SUPPLIES		SUPPLIES	66928249001	12/10/2014	1/9/2015		38.49
392	PRINCE WILLIAM COUNTY	PRINTING AND BINDING		BUSINESS CARDS	1905	1/5/2015	1/22/2015		73.48
393	PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES		BACKGROUND CHECKS	338049	1/1/2015	1/9/2015		23.85
394	SAM'S	RECREATIONAL SUPPLIES		SAFE	01032014	1/3/2015	1/9/2015		269.07
395	SHENANDOAH VALLEY WATER	CONTRACT SERVICES		WATER	12312014	1/1/2015	1/22/2015		55.85
396	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES		SUPPLIES	8032329964	12/29/2014	1/9/2015		995.29
397	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	8032329964	12/29/2014	1/9/2015		631.33
398	THE JOURNAL PRESS, INC.	PRINTING AND BINDING		GUIDE	179541	12/23/2014	1/9/2015		1,798.63
399	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		249.74
400	VERIZON BUSINESS	TELECOMMUNICATIONS		PHONE	0496464	12/25/2014	1/22/2015		18.73
401	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		Copier Lease - Pleasant Grove	16341172	12/30/2014	1/9/2015		474.61
402	VIRGINIA RECREATION & PARK	RECREATIONAL SUPPLIES		TICKETS	22639	1/2/2015	1/9/2015		72.00
403							**Total:**		**$13,494.14**
404									

	A	B	C	D	F	G	H	I	J
1	**County of Fluvanna**			**From Date: 1/1/2015**					
2	**Accounts Payable List**			**To Date: 1/31/2015**					
4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
405	**LIBRARY**								
406	AMAZON.COM	BOOKS/PUBLICATIONS		BOOKS	01102015	1/10/2015	1/22/2015		3,160.01
407	BANK OF AMERICA	BOOKS/PUBLICATIONS		MONTHLY STATEMENT	HOFFMAN 12312014	1/12/2015	1/20/2015		99.00
408	BANK OF AMERICA	OFFICE SUPPLIES		MONTHLY STATEMENT	HOFFMAN 12312014	1/12/2015	1/20/2015		7.37
409	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309647441 12/16/14	12/16/2014	1/9/2015		1,454.51
410	DEMCO	OFFICE SUPPLIES		SUPPLIES	5494313	1/8/2015	1/22/2015		68.24
411	GALE	BOOKS/PUBLICATIONS		BOOKS	53875155	12/17/2014	1/9/2015		89.22
412	MICROMARKETING LLC	BOOKS/PUBLICATIONS		BOOKS	554906	12/15/2014	1/9/2015		104.62
413	SHENANDOAH VALLEY WATER	LEASE/RENT		WATER	12312014	1/1/2015	1/22/2015		10.00
414	SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS		WATER	12312014	1/1/2015	1/22/2015		24.80
415	SHOWCASES	OFFICE SUPPLIES		SUPPLIES	282781	12/1/2014	1/22/2015		114.80
416	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		SUPPLIES	1184522811	12/15/2014	1/22/2015		152.88
417	VIRGINIA LIBRARY ASSOCIATION	CONVENTION AND		MEMBERSHIP	2015/30	1/13/2015	1/22/2015		89.00
418	VIRGINIA LIBRARY ASSOCIATION	DUES OR ASSOCIATION		MEMBERSHIP	2015/30	1/13/2015	1/22/2015		100.00
419							**Total:**		**$5,474.45**
420									
421	**COUNTY PLANNER**								
422	BANK OF AMERICA	CONVENTION AND		MONTHLY STATEMENT	STEWART 12312014	12/31/2014	1/9/2015		95.00
423	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		16.68
424	MANSFIELD OIL COMPANY OF	VEHICLE FUEL		GAS	SQLCD/00097144	12/29/2014	1/9/2015		28.87
425	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		1.17
426	TIMMONS GROUP	CONTRACT SERVICES		PROFESSIONA SERCIES	166099	1/13/2015	1/22/2015		6,200.00
427	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		7.78
428	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		99.50
429	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT		COPIER LEASE - PLANNING &	16312357	12/24/2014	1/9/2015		483.46
430							**Total:**		**$6,932.46**
431									
432	**PLANNING COMMISSION**								
433	FLUVANNA REVIEW	ADVERTISING		ADD	2014F518	12/18/2014	1/9/2015		233.00
434	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		393.30
435							**Total:**		**$626.30**
436									
437	**ECONOMIC DEVELOPMENT**								
438	BANK OF AMERICA	CONVENTION AND		MONTHLY STATEMENT	POPOWICZ12312014	12/31/2014	1/9/2015		688.52
439	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		3.34
440	PRINCE WILLIAM COUNTY	PROFESSIONAL SERVICES		BUSINESS CARDS	1151	1/9/2015	1/22/2015		1,094.88
441	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		49.75
442							**Total:**		**$1,836.49**
443									
444	**VA COOPERATIVE EXTENSION**								

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4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
445	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309762613 12/16/14	12/16/2014	1/9/2015		16.68
446	NATIONAL 4-H COUNCIL	OTHER OPERATING		SUPPLIES	966904	12/12/2014	1/22/2015		12.30
447	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		9.13
448							**Total:**		**$38.11**
449									
450	**NON PROFITS**								
451	JAUNT, INC.	JAUNT		3RD ATR ALLOCATION	010115	1/1/2015	1/9/2015		18,035.25
452	JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA		3RD QTR ALLOCATION	010115	1/1/2015	1/9/2015		20,986.25
453	JEFFERSON AREA CHIP	JEFFERSON AREA CHIP		3RD QTR allocaton	010115	1/1/2015	1/9/2015		12,750.00
454	MONTICELLO AREA COMMUNITY	MACAA		3RD QTR ALLOCATION	010115	1/1/2015	1/9/2015		12,478.25
455	REGION TEN	REGION TEN COMMUNITY		3RD QTR ALLOCATION	010115	1/1/2015	1/9/2015		22,312.50
456	THOMAS JEFFERSON PLANNING	T J PLANNING DIST. COMM.		3RD QTR ALLOCATION	010115	1/1/2015	1/9/2015		7,995.75
457							**Total:**		**$94,558.00**
458									
459						**100 GENERAL FUND**	**Fund Total:**		**$897,146.68**
460	**Fund # - 302 CAPITAL IMPROVEMENT**								
461	**E911 CAPITAL PROJECT**								
462	RCC CONSULTANTS INC	CONTRACT SERVICES		RADIO SYSTEM	0032450IN	12/22/2014	1/9/2015		44,085.00
463							**Total:**		**$44,085.00**
464									
465	**FIRE & RESCUE CAP PROJ**								
466	BANK OF AMERICA	VEHICLE		MONTHLY STATEMENT	RODISH 12312014	12/31/2014	1/9/2015		5.00
467	C.W. WILLIAMS & COMPANY, LLC.	CONTRACT SERVICES		TURNOUT GEAR - FORK UNION	579204	12/8/2014	1/9/2015		68,824.92
468	SHEEHY AUTO STORES	VEHICLE		2015 Ford F-250	98789	12/22/2014	1/9/2015		27,724.00
469							**Total:**		**$96,553.92**
470									
471	**FACILITIES CAP PROJ**								
472	CHARLES EDWARD GARRISON, II	CONTRACT SERVICES		1/2 WRK ENVIROMENTAL OFFICE	12 29 2014	1/5/2014	1/9/2015		1,000.00
473	FLUVANNA CO HEALTH DEPT	CONTRACT SERVICES		EVALUATE SEPTIC SYSTEM	01/08/2015	1/8/2015	1/22/2015		50.00
474	GARY OSTEEN PLUMBING	CONTRACT SERVICES		MOVE PLUMBING	010715	1/7/2015	1/22/2015		1,237.00
475	INTRASTATE PEST CONTROL	CONTRACT SERVICES		PEST CONTROL	01092015	1/9/2015	1/22/2015		80.00
476							**Total:**		**$2,367.00**
477									
478	**PUBLIC WORKS CAPITAL PROJECT**								
479	RUMMEL, KLEPPER, & KAHL, LLP.	CONTRACT SERVICES		ZIONS WATER & SEWER PER	03	12/15/2014	1/9/2015		13,677.50
480							**Total:**		**$13,677.50**
481									
482	**SCHOOL CONSTRUCTION PROJECT**								
483	CDW GOVERNMENT, INC.	CONTRACT SERVICES		PROJECTORS	RK36674	12/16/2014	1/22/2015		12,843.00
484							**Total:**		**$12,843.00**

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4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
485									
486	**SCHOOL OPS & MAINT CAP PROJ**								
487	CENTRAL VA ELECTRIC COOP	CONTRACT SERVICES		RELOCATON OF SERVICE	12152014	1/12/2015	1/22/2015		2,068.00
488							**Total:**		**$2,068.00**
489									
490					**302 CAPITAL IMPROVEMENT**		**Fund Total:**		**$171,594.42**
491	**Fund # - 401 DEBT SERVICE**								
492	**DEBT SERVICE - SCHOOLS**								
493	REGIONS BANK	VPSA SERIES 2012A INT		VPSA 2012 DEBT SERVICE	32032	1/13/2015	1/13/2015		70,767.50
494	REGIONS BANK	VPSA SERIES 2012B INT		VPSA 2012 DEBT SERVICE	32032	1/13/2015	1/13/2015		1,180,331.25
495	US BANK, NA	CENTRAL ELEM. VPSA - 1995A		DEBT SERVICE PAYMENTS	32031	1/13/2015	1/13/2015		3,154.86
496	US BANK, NA	G O SCH BOND 2005A INT		DEBT SERVICE PAYMENTS	32031	1/13/2015	1/13/2015		93,619.70
497	US BANK, NA	MIDDLE SCHOOL VPSA 1996		DEBT SERVICE PAYMENTS	32031	1/13/2015	1/13/2015		2,556.57
498	US BANK, NA	VPSA 1999 SERIES-CENTRAL		DEBT SERVICE PAYMENTS	32031	1/13/2015	1/13/2015		6,437.50
499							**Total:**		**$1,356,867.38**
500									
501						**401 DEBT SERVICE**	**Fund Total:**		**$1,356,867.38**
502	**Fund # - 502 SEWER**								
503	**UTILITY OPERATIONAL EXPENSES**								
504	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	310089744 12/19/14	12/19/2014	1/9/2015		83.72
505	CINTAS	LAUNDRY AND DRY		UNIFORMS	394613352	12/25/2014	1/9/2015		74.21
506	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		ELECTRIC	DEC 2014	12/23/2014	1/9/2015		1,006.76
507	INBODEN ENVIRONMENTAL SERVICES,	CONTRACT SERVICES		WASTEWATER MONITORING	55757	1/8/2015	1/22/2015		197.00
508	LOWE'S	GENERAL MATERIALS AND		SUPPLIES	0330383 12/25/14	12/31/2014	1/9/2015		110.44
509	UNIVAR USA, INC.	CHEMICAL SUPPLIES		CHEMICALS	RI669240	12/5/2014	1/9/2015		1,458.22
510	USABLUEBOOK	BLDGS EQUIP REP & MAINT		BOOKS	518578	12/10/2014	1/9/2015		440.20
511							**Total:**		**$3,370.55**
512									
513						**502 SEWER**	**Fund Total:**		**$3,370.55**
514	**Fund # - 505 FORK UNION SANITARY DISTRICT**								
515	**FUSD OPERATIONAL EXPENSES**								
516	BANK OF AMERICA	PURCHASE OF SERVICES		MONTHLY STATEMENT	THOMAS 123312014	12/31/2014	1/9/2015		2,157.00
517	BANK OF AMERICA	VEHICLE/POWER EQUIP		MONTHLY STATEMENT	THOMAS 123312014	12/31/2014	1/9/2015		56.97
518	CENTURYLINK	TELECOMMUNICATIONS		MONTHLY SERVICE	309719161 12/16/14	12/16/2014	1/9/2015		184.67
519	CINTAS	LAUNDRY AND DRY		UNIFORMS	394613352	12/25/2014	1/9/2015		260.22
520	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		ELECTRIC	DEC 2014	12/23/2014	1/9/2015		3,688.03
521	E.W. OWEN	LEASE/RENT		WELL RENT	01012015	1/1/2015	1/9/2015		150.00
522	MO-JOHNS, INC.	PURCHASE OF SERVICES		PORT A JOHN	81107	12/22/2014	1/9/2015		60.00
523	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	20799422868 1/6/15	11/24/2014	1/9/2015		220.76
524	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES		TEST	116772	12/16/2014	1/9/2015		30.00

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4	**Vendor Name**	**Charge To**		**Description**	**Invoice Number**	**Invoice Date**	**Check Date**		**Check Amount**
525	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS		MONTHLY SERVICE	T280481	12/28/2014	1/9/2015		84.62
526	VERIZON 721970783-00001	TELECOMMUNICATIONS		MONTHLY SERVICE	9735726447	11/19/2014	1/9/2015		132.56
527	VERIZON BUSINESS	TELECOMMUNICATIONS		PHONE	0496464	12/25/2014	1/22/2015		18.73
528							**Total:**		**$7,043.56**
529									
530					**505 FORK UNION SANITARY DISTRICT**		**Fund Total:**		**$7,043.56**
531							**Total Expenditures by Fund:**		**$2,436,022.59**

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 18, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY15 Capital Reserve Balances

The FY15 Capital Reserve account balances are as follows:

County Capital Reserve:

FY14 Carryover	$2,470.00
FY15 Beginning Budget:	**$200,000.00**
Less: Permanent Pleasant Grove Sign at Entrance to Pleasant Grove 9.3.14	-$15,000.00
Less: Correct Health & Safety Code Violations at Various County Bldgs 9.3.14	-$35,000.00
Less: Mold Remediation & Related Work at Community Center & Performing Arts Building 12.3.14	-$21,000.00
Less: Installation of Restroom Fans, Treasurer's Building 12.3.14	-$3,000.00
Less: Correction to Mold Remediation & Related Work at Community Center & Performing Arts Building 12.17.14	-$2,100.00
Less: Plaster Repairs and Painting of Water Damaged Ceiling at Performing Arts Center 12.17.14	-$2,400.00
Less: Specified Repairs to Exterior of the Administration Building 12.17.14	-$22,500.00
Less: Replace Gutters and Downspouts on Administration Building 1.7.15	-$12,900.00
Less: Correction to Plaster Repairs and Painting of Water Damaged Ceiling at Performing Arts Center 1.7.15	-$600.00
Available:	**$87,970**

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Schools Capital Reserve:

FY14 Carryover	$122,693.00
FY15 Beginning Budget:	**$200,000.00**
Less: Carysbrook Elementary Music Room Carpet Replacement 7.2.14	-$3,520.00
Less: Central Elementary Asbestos Abatement and Air Tests 7.2.14	-$3,100.00
Less: Central/West Central Flooring 9.3.14	-$76,600.00
Less: Materials and Service to Migrate the FCPS Bus Radio System to the Base of the Communication Towers as directed by the LOA Agreement 1.7.15	-$5,750.00
Available:	**$233,723**

COUNTY OF FLUVANNA

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MEMORANDUM

Date: February 18, 2015

From: Mary Anna Twisdale/ Management Analyst

To: Board of Supervisors

Subject: FY15 BOS Contingency Balance

The FY15 BOS Contingency line balance is as follows:

Beginning Budget:	**$150,000.00**
Less: Sheriff's Office Unclaimed Body Charges 10.1.14	-$1,712.00
Less: Info Tech MUNIS Tax Project Training 10.1.14	-$16,000.00
Less: Parks & Recreation Earth Day Funding 12.3.14	-$13,500.00
Available:	**$118,788.00**

FLUVANNA COUNTY BUILDING INSPECTIONS
MONTHLY BUILDING INSPECTION REPORT
JANUARY 2015

USE	Jan-14	VALUE	YTD 14	VALUE	Jan-15	VALUE	YTD 15	VALUE	Jan/Diff	VALUE	YTD PERMITS	VALUE
New Homes	7	1,408,549	7	1,408,549	**4**	**650,000**	4	650,000	-3	(758,549)	-3	(758,549)
Duplex	0	0	0	0	**0**	**-**	0	-	0	-	0	-
Single Family (Attached)	0	0	0	0	**2**	**423,000**	2	423,000	2	423,000	2	423,000
Adds&Alterations	22	352,850	22	352,850	**21**	**134,631**	21	134,631	-1	(218,219)	-1	(218,219)
Garages & Carports	2	141,000	2	141,000	**2**	**40,500**	2	40,500	0	(100,500)	0	(100,500)
Accessory Buildings	0	0	0	-	**0**	**-**	0	-	0	-	0	-
Single Wide MH	0	0	0	-	**0**	**-**	0	-	0	-	0	-
Swimming Pools	0	0	0	-	**1**	**36,500**	1	36,500	1	36,500	1	36,500
Recreational Bldgs	0	0	0	-	**0**	**-**	0	-	0	-	0	-
Business Bldgs	0	0	0	-	**0**	**-**	0	-	0	-	0	-
Industrial Bldgs	0	0	0	-	**0**	**-**	0	-	0	-	0	-
Other Buildings	0	0	0	-	**2**	**100,000**	2	100,000	2	100,000	2	100,000
TOTALS	**31**	**1,902,399**	**31**	**1,902,399**	**32**	**1,384,631**	**32**	**1,384,631**	**1**	**(517,768)**	**1**	**(517,768)**

FEES	Jan-14	PREV TOT	YTD 14	Jan-15	PREV TOT	YTD 15	DIFFERENCE	DIFFERENCE YTD
Building Permits	$ 9,160.49	-	9,160.49	**$ 6,731.09**	**$ -**	**$ 6,731.09**	(2,429.40)	(2,429.40)
Land Disturb Permits	$ 2,125.00	-	2,125.00	**$ 1,775.00**	**$ -**	**$ 1,775.00**	(350.00)	(350.00)
Zoning Permits/Proffers	$ 1,000.00	-	1,000.00	**$ 1,200.00**	**$ -**	**$ 1,200.00**	200.00	200.00
TOTALS	**$ 12,285.49**	**-**	**12,285.49**	**$ 9,706.09**	**$ -**	**$ 9,706.09**	**$ (2,579.40)**	**(2,579.40)**

	Jan-14	PREVIOUS	YTD 14	Jan-15	PREVIOUS	YTD 15		
INSPECTIONS	135	0	135	**105**	**0**	**105**	-30	-30

Darius S. Lester
Building Official

( ) represents a negative